

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: July 10, 2019

Presenter's Name and Title: Anthony Collins, Interim Director of Public Works and Alicia Ayum, Director of Procurement on behalf of Public Works and Procurement Departments

Prepared By: Kristy Gilbert

Temp. Reso. Number: 6983

Item Description: Temp. Reso. #R6983, Approving the Award of Request for Proposals ("RFP") No. 19-04-22 entitled "Janitorial Services" to the highest ranked proposer, United States Service Industries, Inc., in the amount of \$547,425.72, allocating a 10% contingency allowance of \$54,742.57 for as-needed services for a total combined annual contract amount of \$602,168.30, for an initial term of three years commencing September 2, 2019 with two optional one year renewal periods; Authorizing the City Manager to execute an appropriate agreement (*Interim Director of Public Works, Anthony Collins and Director of Procurement, Alicia Ayum*).

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk:

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funds totaling \$45,618.82 for the remainder of FY 2019 is currently available from the Contractual Services Accounts in various department budgets, entitled "Janitorial Services" (Object Code #603401). Detailed account information for the various departments is provided in the attached memo. Funding for FY2020 in the amount of \$602,168.30 for these services will be appropriated from the Contractual Services Accounts in various department budgets, entitled "Janitorial Services" (Object Code #603401), subject to City Commission appropriation of funds.

Content:


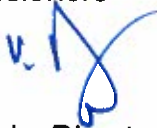
- Agenda Item Memo from the City Manager to City Commission
- Resolution TR6983

- **Exhibit A: Janitorial Services Agreement**
 - **Exhibit B: RFP No. 19-04-22 Bid Sheet with cost per facility**
- **Attachment(s)**
 - **Attachment 1: RFP Ranking Sheet**
 - **Attachment 2: RFP No. 19-04-22 Janitorial Services**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM:  Vernon E. Hargray, City Manager 

BY: Anthony Collins, Interim Public Works Director

DATE: July 3, 2018

RE: Temp. Reso. No. 6983, approving the award of Request for Proposal No. 19-04-22, entitled "Janitorial Services" to the highest ranked proposer, United States Service Industries, Inc.; authorizing the City Manager to execute an appropriate agreement

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6983, approving the award of Request for Proposal No. 19-04-22 ("RFP") to the highest ranked proposer, United States Service Industries, Inc., ("USSI") in the amount of \$547,425.72, allocating a 10% contingency allowance of \$54,742.57 for as-needed services for a total combined annual contract amount of \$602,168.30, for an initial term of three years commencing September 2, 2019 with two optional one year renewal periods and authorizing the City Manager to execute an appropriate agreement with USSI.

ISSUE: City Commission approval is required for all expenditures exceeding \$75,000 per vendor.

BACKGROUND: The Public Works Department Building Maintenance Program is responsible for facilitating the cleaning and maintenance of City facilities and performs most of these janitorial cleaning services through contractual arrangements with qualified vendors.

On November 8, 2018, the City advertised the RFP, entitled "Janitorial Services," in a newspaper of general circulation and on DemandStar. The City conducted a mandatory pre-bid conference and inspection of the facilities on November 20, 2018, with a total of 13 firms in attendance. Five (5) proposals were received by the Procurement Department prior to the scheduled bid deadline on December 18, 2018. On April 3, 2019, the City

Commission rejected the proposals to allow the City to rebid for services with an inclusion for the successful proposer to pay a living wage.

On April 25, 2019, the City advertised RFP No. 19-04-22 entitled "Janitorial Services," in a newspaper of general circulation and on DemandStar. The City conducted a mandatory pre-bid conference and inspection of facilities on May 1, 2019 with a total of 19 firms in attendance. Five (5) proposals were received by the Procurement Department prior to the scheduled bid deadline of May 23, 2019.

An Evaluation Committee made up City Staff reviewed, discussed and ranked the proposals in accordance with the criteria set forth in the RFP. The evaluation of the proposals was based on experience and expertise, quality control, ability and competence of the proposer to supply the relevant services outlined in the scope of services, resources and methodology, references and cost. USSI was the highest ranked responsive and responsible proposer. The Procurement Department along with City staff subsequently negotiated with the top-ranked proposer. The proposer submitted the negotiated price to the City on June 24, 2019.

The janitorial services to be provided to the City under this agreement will include the provision of all environmentally-friendly cleaning solvents, disinfectants, tools, equipment and labor related expenses associated with the performance of the agreement and is in accordance with the specifications detailed in the RFP solicitation. The scope of services also includes delivery of paper goods to all contracted City facilities at no cost to the City.

A 10% contingency allowance of \$54,742.57 is being requested to procure services including, but not limited to, carpet, ceramic and terrazo tile cleaning, grout, special deep cleaning of bathrooms and special event services. These services were included in the RFP scope of services and will be requested on an as-needed basis.

Funding for these services will be appropriated from various departments' "Janitorial Services" accounts as noted in the table below:

Account No.	Account Description	Amount Sept. 2019	Annual Amount – FY20
001-50-501-519-000-603401	Building Maintenance	\$12,508.04	\$150,096.42
001-50-501-519-150-603401	Building Maintenance – Town Center	7,928.17	95,138.07
001-60-600-572-000-603401	Parks & Recreation – Youth Enrichment Center	3,125.68	37,508.18
001-60-603-572-000-603401	Parks & Recreation – Sunset Lakes Community Center	2,893.22	34,718.62
001-60-604-572-000-603401	Parks & Recreation – Regional Park	2,355.28	28,263.41

Account No.	Account Description	Amount Sept. 2019	Annual Amount – FY20
001-60-606-572-000-603401	Parks & Recreation - Aquatics	445.84	5,350.04
001-60-607-572-000-603401	Parks & Recreation – Ansin Sports Complex	1,428.61	17,143.29
001-60-609-572-000-603401	Parks & Recreation – Vizcaya Park	1,310.46	15,725.53
001-63-632-569-000-603401	Social Services – Multi-Service Complex	4,007.00	48,084.03
001-63-650-569-000-603401	Social Services – Sunset Lakes Daycare	1,969.72	23,636.61
410-55-100-536-000-603401	Utilities Department - (WWRF Bldgs."L"-1st Floor, "N"-1st Floor)	1,510.62	18,127.39
410-55-554-533-130/140- 603401	Utilities Department - (West Water Plant)	617.12	7,405.42
410-55-555-535-000-603401	Utilities Department - (WWRF Bldg. "A")	304.56	3,654.70
410-55-559-535-000-603401	Utilities Department - (WWRF Bldg. "G")	297.56	3,570.69
001-68-684-579-000-603401	Cultural Affairs - Food & Beverage Services	4,916.94	59,003.30
Sub-Total		\$45,618.82	\$547,425.72
Contingency Allowance 001-50-501-519-000-603401 001-50-501-519-150-603401			54,742.57
Total		\$45,618.82	\$602,168.27

The contract manager for this agreement is Aubrey Boyd, Facilities Manager.

A one-month transition period is being requested to allow for USSI to commence services beginning September 2, 2019. The existing contractor, Cleaning Systems, Inc. ("CSI") contract ends August 1, 2019, therefore staff requests approval for CSI to perform janitorial services for an additional one-month period through August 31, 2019 to allow for a smooth transition from the CSI to the new contract with USSI.

The City Manager recommends approval of the RFP award to United States Service Industries, Inc., for an initial term of three years, with two one-year renewal options, and execution of the appropriate agreement in substantial conformity with Exhibit "A" attached to the Resolution.

Temp. Reso. No. 6983
6/5/19
6/28/19

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS (“RFP”) NO. 19-04-22 ENTITLED “JANITORIAL SERVICES” TO THE HIGHEST RANKED PROPOSER, UNITED STATES SERVICE INDUSTRIES, INC., IN THE AMOUNT OF \$547,425.72, ALLOCATING A 10% CONTINGENCY ALLOWANCE OF \$54,742.57 FOR AS-NEEDED SERVICES FOR A TOTAL COMBINED ANNUAL AMOUNT OF \$602,168.27, FOR AN INITIAL TERM OF THREE YEARS COMMENCING SEPTEMBER 2, 2019 WITH TWO OPTIONAL ONE YEAR RENEWAL PERIODS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT WITH UNITED STATES SERVICE INDUSTRIES, INC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City’s Public Works Department is responsible for facilitating the cleaning and maintenance of City facilities and performs most of these janitorial cleaning services through contractual arrangements with qualified vendors; and

WHEREAS, the City Commission approved expenditures for City janitorial services in the City’s Fiscal Year 2019 Operating Budget; and

WHEREAS, on April 25, 2019, the City’s Procurement Department advertised RFP No. 19-04-22 entitled “Janitorial Services” in a newspaper of general circulation and on DemandStar; and

Reso. No. _____

Temp. Reso. No. 6983
6/5/19
6/28/19

WHEREAS, the City conducted a mandatory pre-bid conference and inspection of the facilities on May 1, 2019; and

WHEREAS, five proposals were received by the City prior to the bid deadline on May 23, 2019; and

WHEREAS, the technical criteria in the RFP provides for evaluation of proposers based on experience and expertise, quality control, ability and competence of the proposer to supply the relevant services outlined in the scope of services, resources and methodology, references and cost; and

WHEREAS, an Evaluation Committee made up of City staff reviewed, evaluated, and ranked the proposals in accordance with the criteria set forth in the RFP and an award is recommended to the highest ranked responsive and responsible proposer, United States Service Industries, Inc.; and

WHEREAS, in accordance with the RFP, City staff conducted negotiations with the highest ranked responsive and responsible proposer, United States Service Industries, Inc., to provide janitorial services as described in the Agreement, in the form attached hereto as Exhibit "A"; and

WHEREAS, such services primarily include the provision of all environmentally-friendly cleaning solvents, disinfectants, tools, equipment and labor related expenses associated with the performance of the agreement, and delivery of paper goods and supplies to all contracted City facilities; and

Temp. Reso. No. 6983
6/5/19
6/28/19

WHEREAS, the City Manager recommends that the City Commission approve the final ranking and award of RFP No. 19-04-22 entitled “Janitorial Services” to the highest ranked proposer, United States Service Industries, Inc., in the amount of \$547,425.72, allocating a 10% contingency allowance of \$54,742.57 for as-needed services for a total combined annual amount of \$602,168.27, and authorize execution of an Agreement with United States Service Industries, Inc., for the initial term of three years with two one-year renewal options; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award RFP No. 19-04-22 to United States Service Industries, Inc., in the amount of \$547,425.72, allocating a 10% contingency allowance of \$54,742.57 for as-needed services for a total combined annual amount of \$602,168.27, and authorize the City Manager to execute the appropriate agreement in substantial conformity with Exhibit “A” attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the award of Request for Proposal No. 19-04-22, entitled “Janitorial Services” to United States Service Industries, Inc., for an

Temp. Reso. No. 6983
6/5/19
6/28/19

initial term of three years with two one-year renewal options in the amount of \$547,425.72, allocating a 10% contingency allowance of \$54,742.57 for as-needed services for a total combined annual amount of \$602,168.27.

Section 3: That the City Manager is authorized to execute an appropriate agreement with United States Service Industries, Inc., in the form attached hereto as Exhibit "A," together with such non-substantial changes as are deemed appropriate to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Temp. Reso. No. 6983

6/5/19

6/28/19

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney
Weiss Serota Helfman
Cole & Bierman, P. L.

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____

AGREEMENT
FOR THE PROVISION OF JANITORIAL SERVICES
BETWEEN
THE CITY OF MIRAMAR
AND
UNITED STATES SERVICE INDUSTRIES, INC. (USSI)

This Agreement is entered into this ____ day of _____, 2019, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",
AND

United States Service Industries, Inc. (USSI), a Foreign Profit corporation with its principal business address located at 4340 East-West Hghwy, Suite 204, Bethesda, MD. 20814, hereinafter referred to as "Contractor".

RECITAL

WHEREAS, the City issued Request for Proposals No. 19-04-22 for JANITORIAL SERVICES (the "RFP"); and

WHEREAS, the Contractor was determined to be the highest evaluation scoring, responsive, responsible Proposer and whose proposal was most advantageous to the City; and

WHEREAS, on July 10th, 2019, the City Commission approved the award of the RFP and a contract for Janitorial Services to Contractor (s).

ARTICLE 1
SCOPE OF SERVICES

Contractor agrees to provide the following Services to the City (the "Services") during the Term of this Agreement:

This Agreement is subject to, and Contractor shall provide Services in accordance with, the Scope of services, terms, conditions and requirements of City of Miramar Request for Proposals No. 19-04-22 (the "RFP"), the Contractor's Proposal as accepted by the City and any subsequently negotiated written amendments to same, which documents or

agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Agreement, the RFP and the Proposal, the conflict shall be resolved in the following order of priority: terms of this Agreement; terms of the RFP; terms of the Proposal.

ARTICLE 2 **COMPENSATION**

2.1 Contractor shall submit periodic invoices for the goods and Services provided to:

The City of Miramar
ATTN: Accounts
Payable 2300 Civic
Center Place Miramar,
FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures should the City require one to be performed.

2.2 Contractor shall not perform or begin any work under this Agreement without prior written authorization from the City's Public Works Department, as well as an approved purchase order authorizing Services. The failure of Contractor to obtain a purchase order for work required under this agreement constitutes a failure to adhere to the terms of this agreement, and authorization for payment for such unauthorized work shall be denied.

2.3 Services shall be provided to the City in strict accordance with the Specifications set forth and described in the City's RFP No. 19-04-22. If the Services provided by Contractor do not meet the applicable Specifications, Contractor will not receive payment for such nonconforming services and shall pay all to the City all fees and/or costs associated with obtaining satisfactory Services.

2.4 All requests estimates/quotations for services not covered under this Agreement shall be submitted in writing prior to any work being undertaken or approved. The estimate must include a detailed list of the work to be completed, listed item by item, and location where work is to be performed.

Estimates/quotations are to be submitted electronically, if desired, to the City to secure purchase order approval prior to the work being performed.

ARTICLE 3

TERM OF AGREEMENT

The term of this Agreement shall be for a period of three years commencing on the date this Agreement is executed by both parties, with two successive City options to renew, each for an additional one-year term, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions; and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

ARTICLE 4

TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Contractor 30 calendar days' written notice. City may terminate this Agreement for cause by giving Contractor five calendar days' written notice upon the failure of the Contractor to cure any default after being provided with written notice of that default and a demand for cure within ten calendar days. The termination of this Agreement shall not relieve Contractor of any liability that accrued prior to such termination, and any such accrued liability shall survive the termination of this Agreement.

ARTICLE 5

INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

ARTICLE 6

INDEMNIFICATION / HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and hold harmless City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions,

misconduct or negligent acts of Contractor, its respective officials, agents, employees or SubContractors in the Contractor's performance (or lack of performance) of Services pursuant to this Agreement.

Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

ARTICLE 7

NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

ARTICLE 8

MISCELLANEOUS

8.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

8.2 At all times during the term of this Agreement, Contractor shall pay each of its covered employees a living wage for all hours worked for the City of Miramar. A living wage with health care benefits shall be no less than Thirteen Dollars and Twenty-seven Cents (\$13.27) per hour, and, if health care benefits are provided, shall submit an affidavit of compliance. If Contractor does not offer a covered employee health care benefits, Contractor shall pay a living wage of no less than Fourteen Dollars and Ninety Cents (\$14.90) per hour, which shall be adjusted on January 1, 2021 to Sixteen Dollars and Seventy-One Cents (\$16.71) per hour for the remainder of the Agreement. Furthermore, Contractor agrees to produce, upon request of the City, all documents and payroll records demonstrating compliance with the abovementioned living wage requirements. A covered employee, as used herein, is defined as an employee who performs janitorial services either on a full-time or part-time basis for the City of Miramar while the Agreement remains in effect between the Parties.

ARTICLE 9

INSURANCE

9.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

9.2 Minimum Limits of Insurance - Contractors shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
2. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.
3. Workers' Compensation: Statutory.

9.3 Required Insurance Endorsements - The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. WAIVERS OF SUBROGATION - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and workers compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such

coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Contractor's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

9.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

9.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

ARTICLE 10 **AUDIT AND INSPECTION RIGHTS**

10.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

10.2 Contractor shall provide all Services hereunder in accord with the provisions of this Agreement and as specified in the RFP. The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

ARTICLE 11 **AMENDMENTS AND ASSIGNMENT**

11.1 This Agreement constitutes the entire agreement between Contractor and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

- 11.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.
- 11.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

ARTICLE 12

GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Agreement shall be in Broward County, Florida.

ARTICLE 13 **NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Ms. Dana Hewick
4340 East-West Hwy.,
Suite 204,
Bethesda, MD. 20814

FOR CITY:

Vernon E. Hargray
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3000
Facsimile:

With A Copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: 954-763-4242
Facsimile: 954-764-7770

ARTICLE 14 **NON-DISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

ARTICLE 15 **PUBLIC RECORDS**

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by CITY in order to perform the service.
 2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

ARTICLE 16 **SCRUTINIZED COMPANIES**

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as

identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 17 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

ARTICLE 18 **SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 19 **SURVIVAL**

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Agreement.

ARTICLE 20
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

ARTICLE 21
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray
City Manager

This day ____ of _____, 2019.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF MIRAMAR ONLY:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

CONTRACTOR

WITNESSES:

Print Name: _____

By: _____

Print Name: _____

Date: _____

Item No.	FACILITIES	FACILITY ADDRESS	APPROX. SQ FT	TIMES PER WEEK	CLEANING SCHEDULE							MONTHLY PRICE PROPOSAL ENCOMPASS CSI	MONTHLY PRICE PROPOSAL SEMINOLE	MONTHLY PRICE PROPOSAL USSI	MONTHLY PRICE PROPOSAL USSI-NEGOTIATED	MONTHLY PRICE PROPOSAL ABLE	MONTHLY PRICE PROPOSAL SAFEGUARD
					SU	M	T	W	TH	FRI	SAT						
PUBLIC SAFETY																	
1	FIRE LOGISITC MPC	3064 Miramar Pkwy	5,900	2		X		X				\$400.00	\$360.83	\$460.41	\$328.56	\$1,003.00	\$275.00
2	POLICE DEPARTMENT HEADQUARTERS	11765 City Hall Promenade	65,000	4		X	X	X	X			\$5,500.00	\$7,740.67	\$5,925.08	\$5,209.32	\$11,050.00	\$4,651.00
3	FIRE STATION 84 DISPATCH & ADMINISTRATION HEADQUARTERS	14801 SW 27th St.	9,693	2			X		X			\$900.00	\$584.38	\$597.76	\$473.75	\$1,647.81	\$449.00
4	WEST POLICE SUB-STATION	2801 SW 186th Ave.	17,000	2		X		X				\$500.00	\$1,024.20	\$970.49	\$677.12	\$2,890.00	\$699.00
5	ADULT DAYCARE - DAY ATTENDANT REQUIRED	8915 Miramar Pkwy	3,800	5		X	X	X	X	X		\$1,300.00	\$1,365.56	\$2,058.79	\$1,958.72	\$646.00	\$1,674.00
6	MULTI-SERVICE COMPLEX	6700 Miramar Pkwy	38,000	5		X	X	X	X	X		\$5,100.00	\$5,416.68	\$4,405.32	\$4,007.00	\$6,460.00	\$3,349.00
7	WEST WATER TREATMENT PLANT	4100 South Flamingo Rd	2,000	2			X		X			\$300.00	\$164.41	\$423.14	\$306.56	\$340.00	\$153.00
8	EAST WATER TREATMENT PLANT	2600 SW 66th Terr.	2,450	2			X		X			\$300.00	\$198.45	\$427.28	\$310.56	\$416.50	\$153.00
Sub-total			143,843									\$14,300.00	\$16,855.18	\$15,268.27	\$13,271.60	\$24,453.31	\$11,403.00
SUPPLIES DELIVERY: The selected vendor shall be responsible for pick up of the janitorial supplies from the City's WWRF Storage building located at 13900 Pembroke Road, such as: toilet paper, paper towel, soap, and toilet seat liners, etc.; and deliver the paper goods to the facility requiring the supplies. The selected vendor will have to have the facility City representative sign a log sheet for the receipt of the paper goods and submit to the City's Building Maintenance Supervisor.												\$500.00	\$100.00	No Charge	No Charge	No Charge	No Charge
RECREATIONAL																	
9	RIVER RUN PARK	9400 Miramar Blvd.	1,050	5		X	X	X	X	X		\$250.00	\$224.02	\$389.58	\$370.70	\$178.50	\$198.00
10	SHIRLEY BRANCA PARK - including COMMUNITY BANDSHELL	6900 Miramar Pkwy	400	3		X		X		X		\$250.00	\$139.71	\$155.83	\$148.28	\$68.00	\$115.00
11	VERNON E. HARGRAY YOUTH ENRICHMENT CENTER	7000 Miramar Pkwy	21,000	7	X	X	X	X	X	X	X	\$2,400.00	\$4,354.30	\$3,738.22	\$3,125.68	\$3,570.00	\$2,498.00
12	AQUATIC CENTER	6920 SW 35th St.	1,400	3		X		X		X		\$250.00	\$139.71	\$620.23	\$445.84	\$238.00	\$212.00
13	COUNTRY CLUB RANCHES	4700 SW 143rd Ave.	2,631	1				X				\$250.00	\$112.79	\$176.53	\$168.28	\$447.27	\$99.00
14	SILVER SHORES PARK	15700 Pembroke Rd.	1,000	5		X	X	X	X	X		\$250.00	\$224.02	\$388.55	\$369.70	\$170.00	\$172.00
15	SILVER LAKES TENNIS COMPLEX	3202 SW 176 Terr.	900	5		X	X	X	X	X		\$275.00	\$258.29	\$387.51	\$368.70	\$153.00	\$172.00
16	LAKE SHORE PARK	8501 S. Sherman Circle	1,000	5		X	X	X	X	X		\$275.00	\$285.54	\$388.55	\$369.70	\$170.00	\$172.00
17	SILVER LAKES PARK	17450 SW 23rd St.	1,000	5		X	X	X	X	X		\$250.00	\$285.54	\$388.55	\$369.70	\$170.00	\$172.00
18	WELLMAN PARK	SW 68th Avenue & SW 34th St.	400	5		X	X	X	X	X		\$250.00	\$224.02	\$256.96	\$244.46	\$68.00	\$170.00
19	MIRAMAR ATHLETIC PARK-MAP	SW 62nd Avenue & SW 33rd St.	1,400	5		X	X	X	X	X		\$250.00	\$324.38	\$392.69	\$373.70	\$238.00	\$248.00
20	FORZANO PARK	2001 Douglas Rd.	1,350	5		X	X	X	X	X		\$250.00	\$313.36	\$391.65	\$372.70	\$229.50	\$247.00
21	SW 19th STREET PARK	SW 19TH Street	300	5		X	X	X	X	X		\$250.00	\$224.02	\$255.93	\$243.46	\$51.00	\$168.00
22	VIZCAYA PARK	14200 SW 55th St.	7,600	7		X	X	X	X	X	X	\$2,400.00	\$1,578.99	\$1,488.25	\$1,310.46	\$1,292.00	\$1,245.00
23	MONARCH LAKES PARK	2150 SW 136 Avenue	280	5		X	X	X	X	X		\$250.00	\$224.02	\$255.93	\$243.46	\$47.60	\$168.00
Sub-total			41,711									\$8,100.00	\$8,912.71	\$9,674.96	\$8,524.81	\$7,090.87	\$6,056.00
SUPPLIES DELIVERY: The selected vendor shall be responsible for pick up of the janitorial supplies from the City's WWRF Storage building located at 13900 Pembroke Road, such as: toilet paper, paper towel, soap, and toilet seat liners, etc.; and deliver the paper goods to the facility requiring the supplies. The selected vendor will have to have the facility City representative sign a log sheet for the receipt of the paper goods and submit to the City's Building Maintenance Supervisor.												\$500.00	\$100.00	No Charge	No Charge	No Charge	No Charge

Item No.	FACILITIES	FACILITY ADDRESS	APPROX. SQ FT	TIMES PER WEEK	CLEANING SCHEDULE							MONTHLY PRICE PROPOSAL ENCOMPASS CSI	MONTHLY PRICE PROPOSAL SEMINOLE	MONTHLY PRICE PROPOSAL USSI	MONTHLY PRICE PROPOSAL USSI-NEGOTIATED	MONTHLY PRICE PROPOSAL ABLE	MONTHLY PRICE PROPOSAL SAFEGUARD
					SU	M	T	W	TH	FRI	SAT						
RECREATIONAL / CHILD CARE																	
24	ANSIN SPORTS COMPLEX	10801 Miramar Blvd.	8,918	7	X	X	X	X	X	X	X	\$1,800.00	\$2,073.86	\$1,854.62	\$1,428.61	\$1,516.06	\$1,776.00
25	FAIRWAY CENTER DAYCARE and ANNEX BLDG - DAY ATTENDANT REQUIRED	3700 Largo Dr.	7,171	5		X	X	X	X	X		\$1,900.00	\$1,966.66	\$2,090.88	\$1,989.72	\$2,580.68	\$1,699.00
26	SILVER SHORES DAYCARE - DAY ATTENDANT REQUIRED	15700 Pembroke Rd.	4,200	5		X	X	X	X	X		\$2,100.00	\$1,157.29	\$2,061.90	\$1,961.72	\$714.00	\$1,680.00
27	SUNSET LAKES COMMUNITY CENTER	2801 SW 186th Ave.	32,000	7	X	X	X	X	X	X	X	\$1,500.00	\$6,011.89	\$3,134.86	\$2,893.22	\$5,440.00	\$4,082.00
28	SUNSET LAKES DAY CARE - DAY ATTENDANT REQUIRED	2801 SW 186th Ave.	5,000	5		X	X	X	X	X		\$2,000.00	\$1,124.77	\$2,070.18	\$1,969.72	\$2,230.00	\$1,698.00
29	REGIONAL PARK BLDGS INCLUDING AQUATIC CENTER - VARIOUS BUILDINGS 'J' & 'N'	16801 Miramar Pkwy.	12,000	5		X	X	X	X	X		\$4,000.00	\$1,996.76	\$1,630.78	\$2,033.72	\$2,040.00	\$1,506.00
30	REGIONAL PARK ADMINISTRATION BUILDING	16801 Miramar Pkwy.	3,600	2			X		X			\$300.00	\$198.45	\$438.67	\$321.56	\$612.00	\$191.00
Sub-total			72,889									\$13,600.00	\$14,529.68	\$13,281.99	\$12,598.26	\$15,132.74	\$12,632.00
SUPPLIES DELIVERY: The selected vendor shall be responsible for pick up of the janitorial supplies from the City's WWRF Storage building located at 13900 Pembroke Road, such as: toilet paper, paper towel, soap, and toilet seat liners, etc.; and deliver the paper goods to the facility requiring the supplies. The selected vendor will have to have the facility City representative sign a log sheet for the receipt of the paper goods and submit to the City's Building Maintenance Supervisor.												\$400.00	\$100.00	No Charge	No Charge	No Charge	No Charge
HIGH TRAFFIC																	
31	TOWN CENTER - Bldgs "A" - THIS FACILITY MAY NOT BE AWARDED; HOWEVER, PROPOSERS ARE ASKED TO SUBMIT A BID PRICE FOR THIS FACILITY.	2300 Civic Center Pl.	59,751	4		X	X	X	X			\$3,000.00	\$6,680.19	\$6,633.86	\$0.00	\$10,157.67	\$3,692.00
32	TOWN CENTER - Bldgs "W"	2200 Civic Center Pl	27,249	4		X	X	X	X			\$1,600.00	\$2,822.37	\$3,090.35	\$2,508.48	\$4,632.33	\$1,998.00
33	TRANSIT HUB	2201 Civic Center Pl.	2,000	2			X		X			\$250.00	\$136.26	\$220.89	\$210.37	\$340.00	\$112.00
34	CULTURAL ARTS CENTER/ARTS PARK	2400 Civic Center Pl.	47,000	6		X	X	X	X	X	X	\$4,500.00	\$3,909.80	\$7,727.34	\$4,916.94	\$7,990.00	\$3,798.00
35	WASTEWATER RECLAMATION FACILITY - BLD "A"	13900 Pembroke Rd.	1,800	3		X		X		X		\$300.00	\$217.26	\$319.95	\$304.56	\$306.00	\$198.00
36	WASTEWATER RECLAMATION FACILITY - BLDG "G"	13900 Pembroke Rd.	1,000	3		X		X		X		\$250.00	\$139.71	\$312.70	\$297.56	\$170.00	\$146.00
37	WASTEWATER RECLAMATION FACILITY - BLDG "L"-1ST FLOOR	13900 Pembroke Rd.	7,000	3		X		X		X		\$700.00	\$631.60	\$673.01	\$641.12	\$1,190.00	\$408.00
38	WASTEWATER RECLAMATION FACILITY - BLDG "L" - 2ND FLOOR	13900 Pembroke Rd.	7,000	3		X		X		X		\$700.00	\$631.60	\$673.01	\$641.12	\$1,190.00	\$408.00
39	WASTEWATER RECLAMATION FACILITY - BLDG "M"	13900 Pembroke Rd.	1,200	5		X	X	X	X	X		\$520.00	\$239.84	\$517.03	\$491.93	\$204.00	\$299.00
40	WASTEWATER RECLAMATION FACILITY - WAREHOUSE BUILDING "N"	13900 Pembroke Rd.	18,300	2			X		X			\$350.00	\$1,102.52	\$982.91	\$869.50	\$3,111.00	\$189.00
41	POLICE CID - Storage Building Bldg "N" - 2ND FLOOR (Limited Cleaning Area)	13900 Pembroke Rd.	5,900	2			X		X			\$350.00	\$354.00	\$460.41	\$342.56	\$1,003.00	\$189.00
Sub-total			178,200									\$12,520.00	\$16,865.15	\$21,611.46	\$11,224.14	\$30,294.00	\$11,437.00
SUPPLIES DELIVERY: The selected vendor shall be responsible for pick up of the janitorial supplies from the City's WWRF Storage building located at 13900 Pembroke Road, such as: toilet paper, paper towel, soap, and toilet seat liners, etc.; and deliver the paper goods to the facility requiring the supplies. The selected vendor will have to have the facility City representative sign a log sheet for the receipt of the paper goods and submit to the City's Building Maintenance Supervisor.												\$400.00	\$100.00	No Charge	No Charge	No Charge	No Charge
GRAND TOTAL - SQUARE FOOTAGE (With Town Center "A")			436,643									\$50,320.00	\$57,562.72	\$59,836.68	\$45,618.81	\$76,970.92	\$41,528.00
			-59,751									-\$3,000.00	-\$6,680.19	-\$6,633.86		-\$10,157.67	-\$3,692.00
Total without Town Center "A"			376,892									\$47,320.00	\$50,882.53	\$53,202.82	\$45,618.81	\$66,813.25	\$37,836.00
												16 pts	15 pts	14.23 pts	NEGOTIATED	11.33 pts	20 pts

Item No.	FACILITIES	FACILITY ADDRESS	APPROX. SQ FT	TIMES PER WEEK	CLEANING SCHEDULE							MONTHLY PRICE PROPOSAL ENCOMPASS CSI	MONTHLY PRICE PROPOSAL SEMINOLE	MONTHLY PRICE PROPOSAL USSI	MONTHLY PRICE PROPOSAL USSI-NEGOTIATED	MONTHLY PRICE PROPOSAL ABLE	MONTHLY PRICE PROPOSAL SAFEGUARD
					SU	M	T	W	TH	FRI	SAT						

ALL SQUARE FOOTAGE IN THIS SCOPE OF WORK IS APPROXIMATE - ENCOMPASS CSI

Proper wedging of door; no foreign objects shall be inserted into door hinges to hold doors open.

Regular Hourly Rate for Special Events Cleaning Projects	<u>\$21.00</u>	This service is provided on an "as-needed basis
Overtime Hourly Rate for Special Events Cleaning Projects	<u>\$0.32</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Carpet Cleaning Services	<u>\$0.20</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Vinyl Floor Cleaning Services	<u>\$0.30</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Terrazzo Floor Cleaning Services	<u>\$0.35</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Wood Floor Cleaning Services	<u>\$0.40</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Bathroom Tile Deep Cleaning Services	<u>\$0.30</u>	This service is provided on an "as-needed basis

ALL SQUARE FOOTAGE IN THIS SCOPE OF WORK IS APPROXIMATE - SEMINOLE

Proper wedging of door; no foreign objects shall be inserted into door hinges to hold doors open.

Regular Hourly Rate for Special Events Cleaning Projects	<u>22.59</u>	This service is provided on an "as-needed basis
Overtime Hourly Rate for Special Events Cleaning Projects	<u>33.89</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Carpet Cleaning Services	<u>0.18</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Vinyl Floor Cleaning Services	<u>0.23</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Terrazzo Floor Cleaning Services	<u>0.23 for buffing</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Wood Floor Cleaning Services	<u>\$</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Bathroom Tile Deep Cleaning Services	<u>0.22</u>	This service is provided on an "as-needed basis

ALL SQUARE FOOTAGE IN THIS SCOPE OF WORK IS APPROXIMATE - USSI

Proper wedging of door; no foreign objects shall be inserted into door hinges to hold doors open.

Regular Hourly Rate for Special Events Cleaning Projects	<u>24.55</u>	This service is provided on an "as-needed basis
Overtime Hourly Rate for Special Events Cleaning Projects	<u>34.43</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Carpet Cleaning Services	<u>0.12</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Vinyl Floor Cleaning Services	<u>0.40</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Terrazzo Floor Cleaning Services	<u>0.40</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Wood Floor Cleaning Services	<u>1.5</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Bathroom Tile Deep Cleaning Services	<u>0.20</u>	This service is provided on an "as-needed basis

ALL SQUARE FOOTAGE IN THIS SCOPE OF WORK IS APPROXIMATE - ABLE

Proper wedging of door; no foreign objects shall be inserted into door hinges to hold doors open.

Regular Hourly Rate for Special Events Cleaning Projects	<u>22.38</u>	This service is provided on an "as-needed basis
Overtime Hourly Rate for Special Events Cleaning Projects	<u>33.57</u>	This service is provided on an "as-needed basis

Item No.	FACILITIES	FACILITY ADDRESS	APPROX. SQ FT	TIMES PER WEEK	CLEANING SCHEDULE							MONTHLY PRICE PROPOSAL ENCOMPASS CSI	MONTHLY PRICE PROPOSAL SEMINOLE	MONTHLY PRICE PROPOSAL USSI	MONTHLY PRICE PROPOSAL USSI-NEGOTIATED	MONTHLY PRICE PROPOSAL ABLE	MONTHLY PRICE PROPOSAL SAFEGUARD
					SU	M	T	W	TH	FRI	SAT						

*Cost per Square Foot for Carpet Cleaning Services	<u>0.20</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Vinyl Floor Cleaning Services	<u>0.55</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Terrazzo Floor Cleaning Services	<u>0.55</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Wood Floor Cleaning Services	<u>0.35</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Bathroom Tile Deep Cleaning Services	<u>0.35</u>	This service is provided on an "as-needed basis

ALL SQUARE FOOTAGE IN THIS SCOPE OF WORK IS APPROXIMATE - SAFEGUARD

Proper wedging of door; no foreign objects shall be inserted into door hinges to hold doors open.

Regular Hourly Rate for Special Events Cleaning Projects	<u>\$18.88</u>	This service is provided on an "as-needed basis
Overtime Hourly Rate for Special Events Cleaning Projects	<u>\$28.32</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Carpet Cleaning Services	<u>\$0.16</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Vinyl Floor Cleaning Services	<u>\$0.28</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Terrazzo Floor Cleaning Services	<u>\$0.26</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Wood Floor Cleaning Services	<u>\$0.22</u>	This service is provided on an "as-needed basis
*Cost per Square Foot for Bathroom Tile Deep Cleaning Services	<u>\$0.14</u>	This service is provided on an "as-needed basis

RFP 19-04-22



Janitorial Services

Description	RATER 1	RATER 2	RATER 3	TOTAL	RANK
Encompass CSI	72	76	76	224	2
Seminole	35	38	38	111	5
USSI	79.23	84.23	84.23	247.69	1
Able Bus Svcs	67.33	68.33	67.33	202.99	3
Safeguard	62	65	63	190	4

REQUEST FOR PROPOSALS

JANITORIAL SERVICES

RFP No. 19-04-22



The City of Miramar Commission:

**Mayor Wayne M. Messam
Vice Mayor Alexandra P. Davis
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne**

**Vernon E. Hargray, City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025**

DATE ISSUED: April 25, 2019

CLOSING DATE: May 23, 2019 at 2:00 P.M.

TABLE OF CONTENTS

<u>CONTENTS:</u>	<u>PAGE #</u>
INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSAL	6
SECTION 1 GENERAL TERMS AND CONDITIONS	8
1-1 DEFINITIONS	8
1-2 AVAILABILITY OF REQUEST FOR PROPOSAL	9
1-3 CONE OF SILENCE	9
1-4 INTERPRETATIONS AND REPRESENTATIONS	10
1-5 RECEIPT OF ADDENDA & SUBSTITUTE PROPOSAL	10
1-6 MANDATORY PRE-PROPOSAL MEETING	11
1-7 CONTENTS OF SOLICITATION	11
1-8 PREPARATION AND SUBMISSION OF A PROPOSAL	12
1-9 MODIFICATION OR WITHDRAWAL OF A PROPOSAL	16
1-10 LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS	16
1-11 SOLICITATION POSTPONEMENT OR CANCELLATION	17
1-12 COSTS OF PROPOSALS	17
1-13 ORAL PRESENTATIONS	17
1-14 EXCEPTIONS TO THE SOLICITATION	17
1-15 PROPRIETARY AND/ OR CONFIDENTIAL INFORMATION	17
1-16 EVALUATION OF PROPOSALS	18
1-17 NEGOTIATIONS	19
1-18 AWARD OF CONTRACTS	20

TABLE OF CONTENTS (CONTINUED)

CONTENTS:		PAGE #
1-19	RIGHT TO APPEAL AWARD RECOMMENDATION	21
1-20	RESULTING CONTRACTOR OBLIGATIONS	22
1-21	REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS	23
SECTION 2	SPECIFIC TERMS AND CONDITIONS	24
2-1	PURPOSE: TO ESTABLISH A CONTRACT BETWEEN A PROVIDER AND THE CITY OF MIRAMAR FOR JANITORIAL SERVICES	24
2-2	SOLICITATION TIMETABLE	24
2-3	TERM OF CONTRACT	24
2-4	METHOD OF AWARD	25
2-5	METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED	25
2-6	CONTENTS OF PROPOSAL	25
2-7	COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS	25
2-8	ACCEPTANCE OF SERVICES BY THE CITY	26
2-9	DEFICIENCIES IN WORK TO BE CORRECTED BY THE SUCCESSFUL PROPOSER	26
2-10	ACCIDENT PREVENTION, BARRICADES, AND REGULATIONS	26
2-11	TOXIC AND NON-TOXIC SUBSTANCES	27
2-12	TAXPAYER IDENTIFICATION NUMBER	28
2-13	SECURITY BACKGROUND CHECKS FOR OWNERS, KEY PERSONNEL, EMPLOYEES AND CONTRACTORS	28

TABLE OF CONTENTS (CONTINUED)

SECTION 3	SCOPE OF SERVICES AND SPECIAL REQUIREMENTS; PROPOSAL EVALUATION AND CRITERIA; CONTENT OF PROPOSAL	29
3-1	SCOPE OF SERVICES	29
3-2	CLEANING PRODUCTS AND EQUIPMENT	29
3-3	CLEANING STANDARDS	30
3-4	SERVICE REQUIREMENTS	31
3-5	FREQUENCY BY LOCATION	35
3-6	FEES AND COSTS	39
3-7	HOURS OF SERVICE	39
3-8	SECURITY	39
3-9	STAFFING CHANGES	40
3-10	MANAGEMENT AND PERSONNEL	41
3-11	ASSIGNMENT	42
3-12	EXTRAORDINARY OCCURRENCES	42
3-13	DEFICIENCIES	42
3-14	NON-APPROPRIATION OF FUNDS	43
3-15	CONTRACT COST	43
3-16	PHASE IN AND PHASE OUT	44
3-17	REPORTING	44
3-18	SILENCE OF SPECIFICATIONS	45
3-19	PROPOSAL EVALUATION AND CRITERIA	45
3-20	CONTENTS OF PROPOSAL	47

TABLE OF CONTENTS (CONTINUED)

SECTION 4	SAMPLE AGREEMENT	49
SECTION 5	PROPOSAL COVER PAGE	62
SECTION 6	ADDENDA ACKNOWLEDGEMENT FORM	63
SECTION 7	REFERENCE QUESTIONNAIRE FORM	64
SECTION 8	PROPOSER'S INFORMATION FORM	65
SECTION 9	EXCEPTIONS AND DEVIATIONS FORM	66
SECTION 10	PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS	67
SECTION 11	BUSINESS/VENDOR PROFILE SURVEY	69
SECTION 12	BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT	70
SECTION 13	PRICE PROPOSAL SHEET	71
SECTION 14	DRUG-FREE WORKPLACE AFFIDAVIT	72
SECTION 15	ANTI-KICKBACK AFFIDAVIT	73
SECTION 16	NON-COLLUSIVE AFFIDAVIT	74
SECTION 17	NON-DISCRIMINATION AFFIDAVIT	76
SECTION 19	LIVING WAGE COMPLIANCE AFFIDAVIT	77
SECTION 19	PUBLIC ENTITY CRIMES	79
SECTION 20	REQUEST FOR TAXPAYER IDENTIFICATION W-9	82

INTRODUCTION

INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSALS

Each Proposal submitted to the City of Miramar (the "City") will have the following information clearly marked on the face of the envelope:

- a) Proposer's name and return address;
- b) Solicitation number;
- c) Solicitation Due Date and Time; and
- d) Title of the Solicitation.

Failure to include this information may result in your Proposal being deemed "Non-Responsive" if the City determines that the Proposal resulted in prejudice to other Proposers. A Proposer shall have no grounds to protest should a Proposal that has failed to include the information described above be opened in error.

All Proposals must be submitted on 8 ½-inch by 11-inch paper, neatly typed on one side only, with one inch margins and single line spacing. The original document package must not be bound, although the document package copies should be individually bound. An unbound one-sided original and four bound copies (**a total of five**) and **one USB with an electronic version** of the complete Proposal must be received by the deadline for receipt of Proposals specified in the Solicitation Timetable set forth below. The original and all copies must be in a sealed envelope or container setting forth the information listed in items a) through d) above and submitted to:

**OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025**

Proposals submitted at the same time for different solicitations shall be placed in separate envelopes and each envelope shall separately set forth the information listed in items a) through d) above. Failure to comply with this requirement shall result in any such incorrectly packaged Proposals not being considered.

NOTE: The Request for Proposals number must be stated clearly on the envelope or container containing the Proposal. All required forms must be completed by the Firm submitting the Proposal.

SUBMITTING A PROPOSAL TO THE OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF:

THURSDAY MAY 23, 2019 @ 2:00 P.M. EST

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE POSTAL SERVICE, OR DELAYS CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSALS SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Proposals may be delivered to the above address during the City's regular business hours, Monday through Thursday, between the hours of 7:00 A.M. to 6:00 P.M., excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are solely responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required Services and/or provide the required Goods at the price stated by the Proposer.

SECTION 1

GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

The term "Chief Procurement Officer" shall refer to the Director of the City's Procurement Department.

The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.

The term "Contract" shall refer to the Contract or Contracts that may result from this Request for Proposals.

The terms "CBE Firm" or "SBE Firm" shall respectively refer to a County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that has a Broward County Business Tax Receipt, is located and doing business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.

The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable.

The term "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

The term "Local Business" shall refer to a firm that has an office and is actively doing business within the City of Miramar, is domiciled within the City of Miramar City limits, and is in compliance with all City of Miramar licensing requirements and be current on all City taxes.

The term "Procurement Office" or "Procurement Department" shall refer to the Procurement Department of the City of Miramar.

The term "Proposal" shall refer to any offer(s) submitted in response to this Request for Proposals.

The term "Proposal Forms" shall refer to any and all forms required to be completed by the Proposer in submitting a Proposal in response to this Solicitation.

The terms "Proposer" or the "Firm" shall refer to any person or entity submitting a Proposal in response to this Request for Proposals.

The terms "Provider" or "Successful Proposer" shall refer to the Proposer receiving an award as a result of this Request for Proposals.

The terms "Request for Proposals", "RFP" or "Solicitation" shall mean this Request for Proposals, including all Exhibits and Attachments as approved by the City, and amendments or change orders issued by the Procurement Department.

The term "Specifications" shall refer to any and all requirements set forth in this Solicitation relating to the Goods and/or Services to be provided by the Successful Proposer.

The term "Subcontractor" or "Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

The terms "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

1-2

AVAILABILITY OF REQUEST FOR PROPOSALS

Copies of this Solicitation package may be accessed on DemandStar at www.demandstar.com or by calling (800) 711-1712. DemandStar distributes the City's solicitations through electronic download, by facsimile, or through the U.S. Postal Service. Proposers are **not** required to register with DemandStar to receive a copy of any City solicitation. Registration with DemandStar is optional, at the sole discretion of the Proposer. DemandStar charges a nominal fee for distribution of solicitation packages.

Proposers choosing to register with DemandStar may do so online at www.demandstar.com or by requesting a faxed registration form by calling (800) 711-1712. **Note: If you are already registered with DemandStar for Broward County, you do NOT need to register again.**

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Department run the risk of not receiving amendments to the Solicitation because their names will not be included on the list of Firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks.

1-3

CONE OF SILENCE

Proposers are notified that this Solicitation is subject to a "Cone of Silence." Pursuant to Sections 2-421 and 2-422 of the City Code of Ordinances ("Code"), "Cone of Silence" is defined to mean a prohibition on any communication regarding this

RFP between a potential contractor, service provider, bidder, proposer, offeror, lobbyist, or consultant and the City's personnel, including but not limited to the City Manager, member of the City's professional staff, or any member of the selection committee.

The Cone of Silence shall be imposed upon each request for proposals, request for qualifications, request for letters of interest or invitation for bids at the time of short listing by the selection team for responses to the particular solicitation, and for procurements, such as a bid, where a short listing is not created, in which case the cone of silence shall be imposed at the bid opening or at the time responses are received.

This Cone of Silence does not apply to oral communications at pre-proposal conferences; oral presentations before evaluation committees; contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation.

The Cone of Silence shall terminate at the time the City Manager or her designee makes a recommendation to the City Commission at a duly scheduled meeting of the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent recommendation.

1-4

INTERPRETATIONS AND REPRESENTATIONS

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery in accordance with Section 1-7(b) below. Any interpretation will be made only by an addendum. Failure on the part of the prospective Proposer to receive a written interpretation before the submission deadline will not be grounds for withdrawal of a Proposal. Proposer will acknowledge receipt of each addendum issued by stating so in his/her Proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a Contract to a Proposer shall be binding. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued will prevail. See also Section 1-5 below.

1-5

RECEIPT OF ADDENDA AND SUBSTITUTE PROPOSAL FORMS

It is the Proposer's responsibility to ensure receipt of all addenda and to substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all addenda have been received.

All inquiries regarding this Proposal must be written and should be **emailed** to:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Andrea Garland
Phone: (954) 602-3310
Fax: (954) 602-3421
agarland@miramarfl.gov

OR

Luz Bartra
Procurement Specialist
Phone: (954) 602-3065
Fax: (954) 602-3631
lmbartra@miramarfl.gov

1-6

PRE-PROPOSAL CONFERENCE

A **MANDATORY** Pre-Proposal Conference will be held on Wednesday, May 1 2019 at 11:00 A.M., followed by a bus tour to all areas:

City of Miramar
City of Miramar - Town Center
2200 Civic Center Place
Parks and Recreation Conference Room, 2nd Floor
Miramar, FL 33025

1-7

CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Provider.

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable City and county ordinances and/or state and federal statutes, rules and regulations.

b) Additional Information/Amendment.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Office at the address identified above, pursuant to Sections 1-4 and 1-5 above. A request must be received by the Procurement Office no later than seven working days prior to the Solicitation Due Date and Time. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

2) The Procurement Office may issue a response to any inquiry if it deems necessary, by written amendment in the form of an addendum to the Solicitation, which shall be issued prior to the Solicitation Due Date and Time. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments/addenda issued.

3) It is the Proposer's sole responsibility to ensure receipt of all amendments/addenda and substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all amendments/addenda have been received. Proposers shall submit the Proposal form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Proposals.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

Where there appears to be a conflict in the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify the Due Date and Time by calling the City's Procurement Office at (954) 602-3054.

1-8

PREPARATION AND SUBMISSION OF A PROPOSAL

a) Preparation/Submission

1) The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's Proposal being deemed "Non-Responsive."

2) The Proposal shall either be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in ink and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or the failure to comply with any of the foregoing may result in the rejection of the Proposal.

3) Upon request, the City will provide a tax exemption certificate, if applicable. Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

4) Telegraphic or facsimile Proposals shall not be considered.

5) The apparent silence of the Specifications, and any amendment regarding any details, or the omission from the Specifications of a detailed description concerning any materials or Services requested, shall be regarded and interpreted as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the Specifications shall be made upon the basis of this Solicitation.

b) Criminal Conviction Disclosure

Any individual Proposer who has been convicted of a felony during the past 10 years and any corporation, partnership, joint venture or other legal entity Proposer having an officer, director, member/manager or executive who has been convicted of a felony during the past 10 years shall disclose this information prior to entering into a Contract with or receiving funding from the City. Forms for the disclosure of such a criminal conviction are available from the Procurement Office.

c) Sworn Statement on Public Entity Crimes

Pursuant to Paragraph (2)(a) of Section 287.133, Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

d) Preference for Local Bidders

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any bid or five points of any Proposal score to a Local Business. Such preference shall apply to bids or Proposals for commodities, Services and construction.

e) Preference for Businesses Employing Miramar Residents

A vendor located outside of the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20 percent of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to bids or Proposals for commodities, Services and construction.

f) Preference for CBE or SBE Firms

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any bid or five points of any Proposal score to a CBE or SBE Firm. Such preference shall apply to bids or Proposals for commodities, Services and construction.

g) Application of Preferences

In the application of any price preference granted by the City Code or City policy, the preference is applied by granting the specified percent price reduction to the price of the bidder/Proposer allowed the preference. Preferences shall be additive and computed as a whole on the bid or Proposal.

h) Drug-free Workplace Preference

All public bids or Proposals are subject to the City of Miramar Preference to Businesses with Drug-free Workplace Programs as set forth in Section 2-456(d) of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two or more Proposals are equal with respect to price, quality, and Services. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and all other applicable state law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

i) Anti-Kickback Affidavit

All Proposers shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT**".

j) Non-Collusion Declaration

All Proposers shall affirm that they have not and shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which their Proposal has been submitted, or to refrain from offering a Proposal in connection with such Service; or, in any manner, directly or indirectly, been sought by another person to fix the price or prices in the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Services. All Proposers shall submit the duly signed form entitled “**NON-COLLUSION DECLARATION**”.

k) Non-Discrimination Affidavit

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws, and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot lawfully be used as a basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled “**NON-DISCRIMINATION AFFIDAVIT**”.

l) Business/Vendor Profile Survey

All Proposers shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

m) Request for Taxpayer Identification Number and Certification

All Proposers shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

n) Antitrust Laws

By submitting a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

o) Conflicts of Interest

The award of a Contract is subject to the provisions of Chapter 112, Florida Statutes. Proposers shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Proposal or at the time of an occurrence of a conflict of interest.

p) Collection of Fees and Taxes

By accepting the award of a Contract, the Successful Proposer acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Proposer for the award of any Contract.

1-9

MODIFICATION OR WITHDRAWAL OF A PROPOSAL

a) Modification of a Proposal

Any modification of a Proposal by the Proposer shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date and Time. The Proposer shall submit the new Proposal and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Proposal. The sealed envelope or container shall contain the same information as required for submitting the original Proposal. In addition, the envelope or container shall be marked with a statement that "This Proposal Replaces the Previously Submitted Proposal." No modifications of a Proposal shall be accepted after the Solicitation Due Date and Time.

b) Withdrawal of a Proposal

A Proposal may be withdrawn at any time prior to the Solicitation Due Date and Time. A Proposal may also be withdrawn 180 or more calendar days after the Solicitation Due Date and Time, provided that the Proposal is withdrawn prior to a recommendation for the award of a Contract is made. Withdrawals may only be made by written communication delivered to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

1-10

LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Solicitation Due Date and Time will not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time will also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time will not be accepted or considered.

1-11**SOLICITATION POSTPONEMENT OR CANCELLATION**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation or in the Proposals received as a result of this Solicitation.

1-12**COST OF PROPOSALS**

All expenses involved with the preparation and submission of Proposals to the City, or any Services provided in connection therewith, shall be borne by the Proposer(s). No payment shall be made for any responses received or for any other effort required of or made by the Proposer(s) prior to the provision of Services as defined by a contract duly approved by the City Commission.

1-13**ORAL PRESENTATIONS**

The City may require Proposers to perform an oral presentation in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection Committee or the City Commission. If required, the City shall notify Proposers with as much advance notice as possible prior to the date of such a presentation.

1-14**EXCEPTIONS TO THE SOLICITATION**

Proposers may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken shall be submitted in writing by the date for the deadline for questions.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions.

The City is under no obligation to accept or consider any exceptions or accept any Proposal with an exception. Proposers are reminded that they may submit one Proposal without exceptions and an alternate Proposal with exceptions.

1-15**PROPRIETARY AND/OR CONFIDENTIAL INFORMATION**

Proposers are notified that all information submitted as part of or in support of Proposals will be available for public inspection after opening of the Proposals, in

compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law". Any person wishing to view the Proposals in person may make an appointment by calling the Procurement Office at (954) 602-3054.

All Proposals submitted in response to this Solicitation become the property of the City. Unless the City is notified and acknowledges that the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal when determined to be in the City's best interest. Acceptance or rejection of any Proposal shall not nullify the City's rights hereunder.

1-16

EVALUATION OF PROPOSALS

a) Rejection of Proposal.

1) The City may reject any Proposer's Proposal and award the Contract to the next highest evaluation scoring, responsive, responsible Proposer;

or

The City may reject the entire or any portion of all Proposals submitted and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."

2) The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

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

d) Demonstration of Competency.

1) A Proposal shall only be considered from a Firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. Proposers must be able to demonstrate a good record of performance and have sufficient financial resources, equipment

and organization to ensure that they can satisfactorily provide the Goods and/or Services if awarded the Contract as a result of this Solicitation.

2) The City may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer possesses the requirement(s) as outlined in the above paragraph and is capable of performing the requirement(s) of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance (experience) with the City or any other governmental entity in making the award of a Contract.

3) The City may require the Proposer to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.

4) The City reserves the right to audit all records, financial or otherwise, pertaining to and resulting from any award as a result of this Solicitation.

1-17

NEGOTIATIONS

The City may award Contract(s) on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best efforts. The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal is most advantageous to the City. Should the City and that Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate contract negotiations and to negotiate same with the next highest evaluation scoring, responsive, responsible Proposer. No Proposer shall have any rights against the City arising from such negotiations until a Contract acceptable to the City has been awarded and executed.

To assure full understanding of and responsiveness to the Solicitation requirements and full understanding of qualified Proposals or offers, discussions may be conducted with qualified Proposers or offerors who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of and responsiveness to the Solicitation requirements. The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best and final Proposals or offers.

AWARD OF CONTRACT(S)

a) Contract(s)

This Solicitation contains a sample of the Contract to be awarded as a result of this Solicitation, entitled "**CONTRACT**". After award, a Contract similar to the Contract, inclusive of all attachments and any modifications that the City in its sole discretion may make, and reflecting all requirements, terms and conditions of this Solicitation and any negotiated changes, will constitute the entire Contract between the parties. No rights shall inure to the benefit of any Proposer pursuant to this Solicitation until the Contract has been executed by both parties. **The Proposer shall provide with its Proposal any contract forms desired for consideration by the City as part of the final agreement to be executed.**

b) Additional Information

The award of a Contract may be preconditioned on the subsequent submission of other documents specified in the Special Conditions or Specifications. The Successful Proposer shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Proposer is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award the Contract to the next highest evaluation scoring, responsive, responsible Proposer.

c) Independent Contractor

The Successful Proposer shall be a contractor operating independently from the City. All employees and contractors of the Successful Proposer shall be considered to be, at all times, the sole employees or contractors of the Successful Proposer, under the Successful Proposer's sole discretion, and not an employee, contractor, or agent of the City. Nor shall employees and contractors of the Successful Proposer enjoy any privity of contract with the City. Neither the Successful Proposer nor any of its employees shall receive any City benefits available to employees of the City. The Successful Proposer shall supply competent and physically capable employees and contractors. The City may require the Successful Proposer to remove any employee or contractor the City deems careless, incompetent, insubordinate, or otherwise objectionable and/or whose continued performance of the Services is not in the best interest of the City.

d) Contract Extension

The City reserves the right to automatically extend any Contract for up to 180 calendar days beyond the stated Contract term under the same terms and conditions of said Contract. The City shall notify the Successful Proposer in writing of such extensions. Additional extensions beyond the first 180-day extension may

occur if approved by the City Commission, with the mutual agreement of the City and the Successful Proposer.

e) Limited Contract Extension

Any specific work assignment which commences prior to the termination date of any Contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

f) Warranty

Any implied warranty granted under the Uniform Commercial Code shall apply to all goods purchased under any Contract.

g) Estimated Quantities

Estimated quantities or estimated dollars, if provided, are for Proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of the Contract. The City is not obligated to place any order for a given amount subsequent to the award of any Contract. Estimates are based upon the City's actual needs and/or usage during a previous contract period. Said estimates may be used by the City for purposes of determining the highest evaluation scoring, responsive, responsible Proposer meeting the Specifications.

h) Non-Exclusive Contract

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that any Contract awarded does not create the exclusive rights of the Successful Proposer to receive all orders that may be generated by the City in connection with the types of products and/or Services requested, unless otherwise stated herein.

1-19

RIGHT TO APPEAL AWARD RECOMMENDATION

After a notice of intent to award a Contract is posted, any actual or prospective bidder/Proposer who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the Chief Procurement Officer. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and accompanying fee is received by the Chief Procurement Officer.

A nonrefundable filing fee from protester is required to compensate the City for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule set forth below:

Contract Award	Amount Filing Fee
\$10,000-\$50,000	\$500.00
\$50,001-\$250,000	\$1,000.00
\$250,001 and greater	1% of the pending award or \$5,000.00, whichever is greater

1-20

RESULTING CONTRACTOR OBLIGATIONS

a) Rules, Regulations, Licensing, and Other Requirements

The Proposer shall comply with all laws and regulations applicable to the Goods and/or Services requested in this Solicitation. The Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered.

b) Condition of Packaging and Packaging Materials

If applicable, and unless otherwise specified in the Special Conditions or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

c) Living Wage

At all times during the term of the agreement, the Successful Proposer shall pay each of its covered employees a living wage for all hours worked for the City of Miramar. A living wage with health care benefits shall be no less than Thirteen Dollars and Twenty-seven Cents (\$13.27) per hour, and, if health care benefits are provided, shall submit an affidavit of compliance. If the Successful Proposer does not offer a covered employee health care benefits, Successful Proposer shall pay a living wage of no less than Fourteen Dollars and Ninety Cents (\$14.90) per hour, which shall be adjusted on January 1, 2021 to Sixteen Dollars and Seventy-One Cents (\$16.71) per hour for the remainder of the Agreement. Furthermore, the Successful Proposer agrees to produce, upon request of the City, all documents and payroll records demonstrating compliance with the abovementioned living wage requirements.

A covered employee, as used herein, is defined as an employee who performs janitorial services either on a full-time or part-time basis for the City of Miramar while the Agreement remains in effect between the Parties.

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All Contracts with the City for the purchase of supplies, materials, or Services, including professional Services that involve the expenditure of \$25,000.00 or more, shall require that the Proposer submits with its Proposal a list of all first-tier Subcontractors or Subconsultants who will provide any part of the Contract Services and all suppliers who will provide materials for the Contract Services directly to the Successful Proposer. In addition, the Successful Proposer shall not change or substitute Subcontractors, Subconsultants or suppliers from those listed in the Proposal, except upon written approval of the City.

All Proposers shall submit the completed Proposal form entitled “**PROPOSER’S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**” with their Proposal(s). **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE PROPOSAL “NON-RESPONSIVE”.**

SECTION 2

SPECIFIC TERMS AND CONDITIONS

2-1

PURPOSE: TO ESTABLISH A CONTRACT FOR JANITORIAL SERVICES.

The purpose of this Solicitation is to establish a Contract for the City, for the Services as specified herein, from an entity that will provide prompt and professional service. Specifically, the purpose is to select a Provider to perform Services according to the attached Specifications herein.

The City is herein requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Proposer", to provide the Services described herein for the City.

2-2

SOLICITATION TIMETABLE

The anticipated schedule* for this Solicitation and the award of any resulting Contract shall be as follows:

<u>Milestone</u>	<u>Timeframe</u>
RFP Issuance	Thursday, April 25, 2019
Mandatory Pre-Proposal Conf. & Bus Tour	Wednesday, May 1, 2019, at 11:00 A.M
Deadline for Clarification Questions	Wednesday, May 8, 2019
Proposals Due to City	Thursday, May 23, 2019 at 2:00 P.M. EST
Final ranking of Proposers*	TBA
Contract Negotiations*	TBA
Award of RFP and Contract by City Commission*	TBA

***Dates in this schedule occurring after the Proposal Due Date and Time may be amended by the City in its sole discretion, and no rights shall inure to any Proposer due to such amendment.**

2-3

TERM OF CONTRACT

The term of the Contract resulting from this Solicitation shall be for a period of two years commencing on the date on which the Contract has been signed by both parties, or, if provided, the commencement date specified in the Contract, with three successive options to renew for one year each. Renewal after the initial term may be exercised upon the same terms and conditions, or per changes mutually agreed to, at the sole discretion of the City, and may be evidenced in writing as a modification to the Contract executed and signed by the City and Provider prior to the expiration date of the existing Contract or

RFP 19-04-22, Janitorial Services

any valid renewal or extension thereof. In addition to any renewal, if provided for, the Chief Procurement Officer may authorize up to a 90 day extension of a Contract in accordance with the terms and conditions of the Contract; and the City Manager or his or her designee is authorized to extend, for operational purposes only, for a maximum of 180 days, any Contract entered into by the City pursuant to City Commission approval. Any further extensions of such contract require the approval of the City Commission.

2-4

METHOD OF AWARD

The award of any Contract resulting from this Solicitation will be made to the highest evaluation scoring, responsive, responsible Proposer (s) whose Proposal will be the most advantageous to the City, taking into consideration price and the other evaluation factors set forth in this Solicitation.

2-5

METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Proposer shall submit fully documented invoices within 30 calendar days after the Services have been rendered. These invoices shall be submitted to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, and the dates or period that the Services were provided in the prior 30 days.

2-6

CONTENTS OF PROPOSAL

The contents of the Proposal shall be as required by this RFP, including the information required in Section 3-20 ("CONTENTS OF PROPOSAL"), below.

2-7

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Proposer understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Successful Proposer agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2-8**ACCEPTANCE OF SERVICES BY THE CITY**

The Services shall be performed by the Provider consistent with the highest professional standards. Any work not performed as required shall be corrected by the Provider to the extent possible, at no cost to the City.

2-9**DEFICIENCIES IN WORK TO BE CORRECTED BY THE SUCCESSFUL PROPOSER**

The Successful Proposer shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Statement of Work, whether or not fabricated, installed, or completed. All corrections shall be made within seven calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Successful Proposer by an authorized representative of the City. The Successful Proposer shall bear all costs of correcting such rejected work. If the Successful Proposer fails to correct the work within the period specified, the City shall place the Proposer on default, obtain the services of another party to correct the deficiencies, and charge the Successful Proposer for these cost, either through a deduction from the final payment owed to the Successful Proposer or through invoicing.

2-10**ACCIDENT PREVENTION, BARRICADES, AND REGULATIONS**

a) Precautions shall be exercised at all times for the protection of persons and property. The Successful Proposer and all Subcontractors shall conform to all Occupational Safety and Health Administration ("OSHA"), state, county and City regulations while performing under the terms and conditions of the Contract. Any fines levied by any of the above mentioned authorities because of the Successful Proposer's failure to comply with these requirements shall be borne solely by the Successful Proposer. Barricades shall be provided by the Successful Proposer when work is performed in areas traversed by persons or automotive traffic, or when deemed necessary by the City. In such cases, the Successful Proposer shall notify the City's Police Department at least seven days prior to barricading. The Successful Proposer shall send this notification to:

City of Miramar
Police Department
11765 City Hall Promenade
Miramar, FL 33025
Phone Number 954 602-4000

TOXIC AND NONTOXIC SUBSTANCES

a) The Federal “Right to Know” Regulation implemented by OSHA and the Florida “Right to Know” Law require employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to the local fire department of the location and characteristics of all toxic substances regularly present in the workplace. Based on its responsibilities under federal and state law, the Successful Proposer shall supply the above described information to:

City of Miramar
Fire Department
Attn: Fire Prevention
14801 SW 27th Street
Miramar, Florida 33027

b) All Proposers must submit with their Bid a list of all chemical products (soaps, glass cleaners, detergents, degreasers, glues, primers, etc.) that they propose to use to accomplish the Work specified herein. The City is endeavoring to use environmentally safe products and may require any product named to be substituted by a more acceptable product. Inclusion of a product on this list constitutes a commitment to use said product for the full term of the Contract. Failure to meet this requirement may result in a Bid being deemed “Non-Responsive”.

c) “Hazardous Materials” are those materials, chemicals or substances which are flammable, or which may self-react or react with other materials to cause a fire or explosion, or which by their presence may create or augment a fire or explosion hazard, or which by their toxicity, radioactivity or any other physical, chemical or nuclear property when contained or when involved in an unauthorized release may cause danger to life or create a serious health hazard. The term “Hazardous Materials” shall include such materials as compressed gases, cryogenic fluids, flammable liquids, combustible liquids, flammable solids, corrosives, oxidizing materials, reactive and unstable materials, highly toxic, poisonous and radioactive materials whether the materials are in usable or waste condition.

d) For more information concerning toxic substances, contact the Florida Department of Labor and Employment Security at the address listed below:

Toxic Substances Information Center
2551 Executive Center Circle West
Tallahassee, Florida 32501-5014
Toll free: 1(800) 367-4378

2-12**TAXPAYER IDENTIFICATION NUMBER**

The Successful Proposer(s) shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

2-13**SECURITY BACKGROUND CHECKS FOR OWNERS, KEY PERSONNEL, EMPLOYEES, AND CONTRACTORS**

Each Successful Proposer shall provide a complete national **SECURITY BACKGROUND CHECK** for each of the Firm's owners, key personnel, employees, and/or contractors. These background checks shall be provided by the Successful Proposer upon issuance of a Notice to Proceed ("NTP").

The City will have the exclusive option of determining which personnel may perform Work under the Contract. The City may also deem certain personnel suitable to perform Work at certain City locations or buildings only.

Under no circumstance shall the Successful Proposer allow personnel deemed unsuitable by the City to perform Work required by this Solicitation or substitute for suitable personnel.

SECTION 3 SCOPE OF SERVICES AND SPECIAL REQUIREMENTS; PROPOSAL EVALUATION AND CRITERIA; CONTENT OF PROPOSAL

3-1 SCOPE OF SERVICES

The scope of this Solicitation is for janitorial/housekeeping services for municipal facilities throughout the City. The Work specified in this section consists of furnishing all labor, supervision, equipment, supplies, tools, materials, services and all other necessary incidentals required to perform the Janitorial/Housekeeping Services described herein. The Successful Proposer must have adequate organization, facilities, equipment and qualified and trained personnel to insure prompt and efficient service to the City.

The City will provide paper towels, roll towels, toilet paper, and liquid hand soap for dispensers within the relevant City facilities. The Successful Proposer shall provide all necessary labor, cleaners, can liners, disinfectants, waxes, tools and equipment necessary to satisfactorily perform the Work required by this Solicitation.

The City also reserves the right to add or eliminate locations or services at any location, and to adjust the monthly charge accordingly. The City will give the Successful Proposer 10 days advance notice of any schedule change, except in cases of emergency.

The Successful Proposer shall furnish and maintain all the necessary equipment and should submit as a part of its Proposal, a complete list of equipment to be used, including model and age of each mechanical or electrically operated item.

NOTE: All facility thermostats are pre-set and shall not to be adjusted. The use of any City equipment is prohibited.

3-2 CLEANING PRODUCTS AND EQUIPMENT

The Successful Proposer shall use only green seal certified —ECO-FRIENDLYII cleaning products and chemicals in performing all janitorial services, including—BIODEGRADABLEII garbage liners that meet ASTM D6400 and EN 13432 Standard Specifications (i.e. are free of polyethylene and conventional plastics).

The Successful Proposer shall submit a Materials Safety Data Sheet (“MSDS”) and labels for all cleaning and floor finishing products used. EPA-approved, low noise type vacuum cleaners with high efficiency HEPA filters are to be used. Should the City be dissatisfied with the results of the supplies provided or used by the Successful

Proposer, the City shall have the right to require the discontinued use of said product and request that it be replaced with an acceptable item or supply. Supplies or equipment that do not meet with the City's approval shall be considered unacceptable and the Successful Proposer will be required to use other brands or types of supplies or equipment which meet the City's minimum standards.

All materials and equipment required for cleaning, including but not limited to floor finishes and restroom chemicals, shall be of acceptable industrial quality and are subject to approval by the City. THE USE OF CHLORINE OR FLUORINE IS STRICTLY PROHIBITED.

3-3 CLEANING STANDARDS

It is the intent of the City to have all the City's municipal facilities maintained at standards of cleanliness commensurate with the age and current condition of all City facilities being considered. However, the City acknowledges that most of its recreation facilities have tile flooring that is exposed to high volumes of traffic as a result of special events, activities, after school activities, summer camp, day care, preschool, adult day care, etc. These floors require the utmost care to promote their longevity and safety. Special care shall be taken in the cleaning of recreation floor areas. All other cleaning throughout the City should be as indicated in this Section of the Solicitation. The following standards, therefore, are intended to indicate acceptable minimum level of services as directed in the cleaning specifications. Further, cleaning frequencies set forth in these Specifications are meant to be working guidelines for specific areas, dependent upon type and frequency of use. These standards are not to be construed as complete and all items not specifically included but found necessary to properly clean City facilities shall be included as though written into these Specifications.

The term —Clean as defined generally shall be construed to mean the removal of trash, dirt, dust, lint and marks, stains, and spots as reasonable as possible. This definition is not exclusive. The completion of the Work required by this Solicitation should result in the absence of visible soil. In order to maintain the facilities in this condition, the Successful Proposer will immediately remove any visible soil found as a result of inspection. The assessment of the performance of the Successful Proposer will be based upon visible results, and not upon the frequency or method of cleaning. The Services shall include all functions normally considered a part of workmanlike janitorial work. For purposes of definition, the absence of soil shall include the absence of:

- ✓ Dust on horizontal and vertical surfaces of floors, walls, ledges, furniture, filing cabinets and equipment;
- ✓ Litter and trash on floor and horizontal surfaces of equipment;
- ✓ Finger marks, spots and soil build-up on walls partitions, stairwell handrails, doors (glass and wood) and dividers;

- ✓ Encrustation and/or soil and wax build-up on floors – particularly in corners, along edges and baseboards, around doorjamb and around furniture and equipment legs and bases;
- ✓ Soil and stains on toilet room walls and stall partitions, toilets, urinals, flushometer fixtures, drains, traps, faucets, soap and paper dispensers, stalls, mirrors, ledges and drinking fountains (disinfectants shall be used to sterilize toilet room fixtures, where required);
- ✓ Dust, spots, soil build-up and encrustations on furniture and equipment surface and ledges;
- ✓ Oil, litter, dust and encrustations in urns, wastebaskets and trash containers (wastebaskets and trash containers shall be washed monthly);
- ✓ Soil and dust on window blinds, shades, sills, frames and ledges (all of which shall be dusted every six months);
- ✓ Other visible soil and cobwebs on horizontal surfaces including ceilings, breezeways, and entrance structures;
- ✓ Trash in buildings (trash shall be collected and removed to designated areas);
- ✓ Soil, litter, dust and spots from all carpets, mats and floors;
- ✓ Streaks, spots, stains from all brightwork, where appropriate (all brightwork shall be polished dry to a high sheen);
- ✓ Streaks, spots, stains, encrustations, dirt, dust, black marks and scuff marks from all resilient floors.
- ✓ Blue recycling bins are located throughout City facilities and the Successful Proposer shall make a concerted effort to recycle all material placed in those bins designated for recycling and to place the picked up recycled material into the large exterior collection bins.

3-4 SERVICE REQUIREMENTS

RESTROOMS: Restroom cleaning is understood to have the highest priority in City facilities. Clean and service all restrooms as specified. Wash urinals, water closets (toilets/lavatories), sinks, ledges, sills, rails, mirrors, and floors with green seal certified—ECO-FRIENDLY cleaning products. Empty sanitary napkin and trash receptacles, and disinfect. Floors in these rooms shall be mopped with an approved disinfectant cleaner, which will not harm or remove any special floor finishes. Water closets (toilets/lavatories) and urinals shall be cleaned and disinfected with quality

materials using techniques that will remove and prevent any formation of encrustation or stains under lids ledges or rims. Towel dispensers, soap dispensers and toilet paper holders shall be checked and refilled daily. The use of highly scented disinfectants, objectionable or odoriferous cleaners is not permitted. Stocking of refill supplies in the area of the dispenser is not permitted. Any damage to City facilities, equipment, etc. should be reported to the Assistant Facilities Services Superintendent on a daily basis.

The Successful Proposer shall post within each City facility a cleaning log to be provided by the Successful Proposer and completed by cleaning personnel employees or Subcontractors each time the facility's restroom is cleaned. The cleaning log shall be approved by the onsite supervisor on a daily basis. **A copy of the cleaning log shall be provided to the City at the end of each month, along with the corresponding invoice. Failure to submit cleaning logs with the invoice will result in the invoice payment delayed until the log is submitted. Submitting incomplete logs is unacceptable.**

OFFICE AREAS: General cleaning of office areas shall include the removal of trash and other waste material, dusting, glass cleaning and removal of dust, soil and marks from furniture, partitions, etc.

FLOOR CARE: Floors shall be maintained in such a manner as to promote their longevity and user safety. Upon completion of the work, all floors shall be left in a clean, orderly, and safe condition. All floors must be vacuumed or swept and mopped on a daily basis.

SPECIAL FLOOR CARE: Terrazzo floors in the Town Center main lobby building shall be maintained in such a manner as to promote their longevity and user safety. The floors shall be left in a clean, orderly, and safe condition. The Successful Proposer shall refrain from using abrasive materials at all times in cleaning the terrazzo floors. The floors must be vacuumed or swept and mopped on a daily basis. Special cleaning, including stripping and waxing of the terrazzo tile floors, shall be done at the request of the City.

CARPETS AND RUGS: Wall-to-wall carpets shall be vacuumed on a daily basis and spot cleaned on a weekly basis. Spot cleaning should be done always on a Thursday afternoon so that the carpet may dry over the weekend. Individual rugs shall be vacuumed on a daily basis.

Upon completion of daily and weekly routine work, floors and carpets/rugs shall be free of dirt, dust, film, streaks, debris and standing water, and shall present a uniform appearance when dry.

Proper shampooing shall result in a carpet free from all types of airborne soil, dry dirt, water-soluble soils and petroleum soluble soils. A clean carpet shall be uniform in appearance. Shampooing of rugs shall be done at the request of the City.

The Successful Proposer shall remove and replace furniture as required to perform the

Work, exercising necessary safety precautions and following procedures designed to prevent damage to the City property.

INTERIOR AND EXTERIOR OF WINDOWS AND GLASS PARTITIONS: The interior and exterior glass doors of all City facilities must be cleaned daily, with special attention paid to the Town Center and Cultural Arts Center and Arts Park front doors. All interior windows in the building throughout the City are to be cleaned to acceptable City standards at least twice per month. All other glass windows or partitions shall be cleaned as stated herein.

WALLS AND DOORS: Walls and doors are to be cleaned weekly and must be kept clean and free from spots and hand prints.

ON SITE PERSONNEL: The Successful Proposer shall require all personnel to wear clean uniforms, which have not been contaminated by other cleaning duties. At all times, such personnel shall wear on their person a City issued Contractor Photo Identification Card. At no time, shall personnel of the Successful Proposer be allowed to enter City facilities without proper identification or authorization.

The Successful Proposer shall not allow its employees to smoke in or adjacent to City facilities.

The Successful Proposer shall be responsible for supervision and direction of the Work performed by their employees and shall at all times provide a full time supervisor on the premises to carry out this responsibility. The supervisor shall have the authority to act as agent for the Successful Proposer, and shall be fully qualified to implement the Contract specifications and statement of work.

The Successful Proposer shall provide only qualified and trained personnel who can lift a minimum weight of 50 pounds and are skilled in the performance of custodial/janitorial work. All of the Successful Proposer's personnel must be covered under a Commercial Blanket or Fidelity Bond held by the Proposer.

The Successful Proposer employees who perform Services for the City must be lawfully authorized to work in the United States and shall speak and understand the English language.

The Successful Proposer shall prohibit their employees from disturbing papers on desks, opening drawers or cabinets in carrying out the Work required by this Solicitation.

The Successful Proposer shall provide the City with on-site personnel on a **daily basis** for daytime janitorial services. **ALL SERVICE SCHEDULE DETAILS SHALL BE SET FORTH IN THE EXHIBIT CHART ATTACHED TO THIS SOLICITATION.**

Upon notification of the City's intent to award, the Successful Proposer shall submit a time schedule to the City, which must be approved, setting forth what hours the Successful Proposer's personnel will be working in each area. Work shall be

performed during business hours, 7:00 A.M. through 5:00 P.M., Monday through Thursday, except for the Cultural Arts Center, which may have varied or extended hours. The Successful Proposer's daytime personnel stationed during business hours will report to that facilities supervisor for daily assignment of chores and schedules. Any changes to the schedule previously approved by the City shall be resubmitted to the City's contracting officer for re-approval prior to any changes taking place.

SAFETY REQUIREMENTS:

For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or similar items shall be stacked on a desk, table or window sill.

The Successful Proposer's personnel shall not move or jar computers, data processing machines, or other electronic devices when cleaning areas with such equipment. This type of equipment is very sensitive and must not be tampered with, moved, or jarred. While cleaning in these areas, the Successful Proposer's personnel must not use steel wool, powdered cleaners, brushes, dusters, rags or waste material that leaves dust or any material containing silicone on or around this equipment.

Upon completion of the Work in a given area, all furniture and equipment must be returned to its original positions. Baseboards, walls, stair risers, furniture, flooring and equipment shall in no way be splashed, disfigured or damaged during these operations. Any damage to City property as a result of negligence by the Proposer shall be repaired within 30 days, at the Successful Proposer's expense. Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions.

QUALITY REQUIREMENTS:

The Successful Proposer's designated supervisor at the close of each day's work shall conduct a thorough inspection. A complete checklist shall indicate that all required services have been provided and that quality standards have been met.

The Successful Proposer and the City's contracting officer shall jointly prepare an action plan to address areas of customer concern.

The Successful Proposer shall work with the City's contracting officer to jointly prepare and distribute customer satisfaction surveys at the beginning of the Contract to assess customer priorities, and every six months thereafter, to measure the satisfaction rate.

The Successful Proposer shall coordinate with the City's contracting officer for anticipated conflicts of service when an extraordinary event is scheduled in various City facilities. These facilities include, but are not limited to:

- Town Center Commission Chambers;

- ✓ Cultural Arts Center/Arts Park;
- ✓ Police Department Headquarters
- ✓ Multi-Service Complex; and
- ✓ Some recreation facilities.

3-5

FREQUENCY BY LOCATION

GENERAL OFFICE AND PUBLIC AREAS:

DAILY:

1. Dust, mop, or vacuum public areas and corridors, including lobby, gallery and hallways at Cultural Arts Center.
2. Dust elevator walls and tracks and damp mop or vacuum floors and/or rugs. A hard brush shall be used on the tracks to clean heavy build-up. Remove marks, soil, etc., as needed, especially for the Town Center and Cultural Arts Center/Arts Park Buildings.
3. Emergency cleaning (spillage, tracking, etc.), as needed.
4. Spot clean interior glass and door push plates.
5. Sanitize all day care floors and rugs must. Spot clean floors and carpets, as needed.
6. Secure doors and lights after completion of Work.
7. Re-fill paper towel, toilet paper, and soap in the dispensers.

WEEKLY:

1. Clean soil marks from desk, table and counter tops. Lemon oil or polish wood, and wash Formica with a detergent and dry.
2. Dust vertical surfaces of office furniture. A notice will be sent to employees so they may clear surfaces on day of scheduled cleaning. Books, papers, etc. on surfaces are not to be moved by cleaning crew.
3. Vacuum chairs and upholstered furniture, including lobby furniture and dressing rooms at MCC.
4. Completely vacuum or dust mop and spot clean all office floors and others not done on a daily basis.
5. Sweep stairwell and damp wipe handrails, especially Town Center and Cultural Arts Center/Arts Park Buildings.
6. Polish stainless steel.
7. Dust or vacuum doorjamb.
8. Vacuum stairwells in all multi-story buildings.
9. Polish wood doors and surfaces in Banquet Hall at Cultural Arts Center.
10. Empty recycling bins/receptacles and take to appropriate recycling disposal container.

BI-WEEKLY:

1. Spray buffs all resilient tiles to restore to a —just-waxedll look.
2. Dust high moldings and doors.
3. Dust all wood paneled wall surfaces and all free-standing space divider walls, including tops.
4. Remove spots from chairs and upholstered furniture.

MONTHLY:

1. Dust and clean soil marks from blades of ceiling fans in offices and areas that have fans.
2. Brush or vacuum air vents returns and areas around vents.
3. Vacuum all Venetian blinds.
4. Empty and wash waste receptacles. Plastic trash liners shall be used in each receptacle. Trash shall be removed from the building to the appropriate dumpster.

QUARTERLY:

1. Vacuum drapes and wall hangings.
2. Vacuum, brush, or dust all areas, including walls and ceilings.
3. Dust and clean base coving.

RESTROOMS:

DAILY:

1. Refill soap, tissue and towel dispensers, as needed. The Successful Proposer's personnel shall not use soap, tissue or towels belonging to or provided by the City for the provision of Services.
2. Empty all trash containers and spray and damp wipe with disinfectant.
3. Empty all sanitary napkin disposal units and spray and damp wipe with disinfectant.
4. Clean all mirrors.
5. Remove all spots from partitions and tile walls.
6. Clean, polish, and sanitize all basins and trim.
7. Clean and sanitize toilet bowls (inside and out), seats, and trim.
8. Clean and sanitize urinals (inside and out) and trim, including flush-o-meters, etc.
9. Damp mop and sanitize all tile floors.
10. Replace disinfectant in toilets and urinals, as needed.

WEEKLY:

1. Wash and sanitize tile, partition walls and floor tile.
2. Damp wipe and sanitize partitions.
3. Damp wipe and clean doors and jambs.
4. Remove lime scale and build-up from all plumbing fixtures.

MONTHLY:

1. Brush or vacuum air returns, vents, and areas around vents.
2. Vacuum, brush, or dust all high areas, including walls and ceilings.

3. Clean and remove lime scale buildup, and polish all basins, doors, toilets, urinals and partition walls chromo and/or stainless steel trim.

QUARTERLY:

1. Clean all window and sliding door blinds or coverings.

SEMI ANNUALLY:

1. Clean all interior windows.
2. Deep wash all washroom floors, and first 18 inches above the tile wall when requested by the City's contracting officer.

EMPLOYEE LUNCHROOMS:

DAILY:

1. Wash and sanitize sinks, tables and countertops, coffee pots, damp clean chair seats, and backs.
2. Spot clean all glass surfaces.
3. Clean floors. Vacuum carpeted floors and sweep clean then damp mop tile and other floors.

STORAGE/ ELEVATOR/ MECHANICAL AREAS:

WEEKLY:

1. Vacuum carpeted floors and sweep clean then damp mop tile and other floors.

BUILDING EXTERIORS:

DAILY:

1. Clean entry mats.
2. Sweep entrances.
3. Clean entry and elevator doors.
4. Wipe down exterior of trash cans in breezeways and covered entrances.
5. Empty entry trash cans.
6. Empty cigarette butt trash cans.

WEEKLY:

1. Remove spider webs at the breezeway, alcove, and covered entrances.

GLASS:

DAILY:

1. Spot clean interior glass surfaces and glass doors.

WEEKLY:

1. Clean entry and vestibule glass.
2. Clean and polish doorplates, jambs, thresholds, handles, and hardware.

MONTHLY:

1. Clean and wipe sills and trims.

SEMI ANNUALLY:

1. Clean all interior windows.

RECREATION DEPARTMENT BUILDINGS:

RECREATION FLOOR CARE:

Please note: This section concerns recreation floor care only. All other general cleaning is as set forth herein.

DAILY:

1. Sweep or vacuum all tile floor areas free of dirt, and damp mop. (Note: Upon completion of daily mopping, floors shall be free of dirt, dust, film streaks, debris and standing water and shall present a uniform appearance when dry.)

DAY CARE / PRE-SCHOOL / SENIOR CENTER AREAS:

Please note: These areas require the utmost care and attention to detail. Only those chemicals approved by the FLORIDA SCHOOL PLANT MANAGEMENT ASSOCIATION PRODUCT EVALUATION PROGRAM FOR EDUCATION FACILITY USE shall be used in these areas. For a complete list of approved chemicals, see:

<http://materials.dadeschools.net/pdf/chemicals/CHEMICAL%20CUSTODIAL%20REPORT%20SEPTEMBER%202009.pdf>

DAILY:

1. All floors and surfaces must be carefully cleaned and sanitized daily.

TILE FLOORS AND CARPETS: Stripping and refinishing of vinyl and terrazzo tile floors and shampooing of carpets utilizing extraction equipment shall be done when requested by the City's contracting officer. The stripping and refinishing of vinyl floors and carpet shampooing services is being included in this Solicitation, for the purpose of providing a method of payment for this work, which is rarely required. The Successful Proposer shall be responsible for the upkeep of all flooring as outlined in the floor care section on this contract.

WHEN REQUESTED BY CONTRACTING OFFICER:

1. Shampoo all carpeting in specified areas.
2. Thoroughly strip floors, edges, and wall base. Apply one coat of sealer and three coats of finish. Finish should be slip resistant.

CULTURAL ARTS CENTER:

The Services to be provided at this location (all floors) are generally set forth under —General Office and Public Areas and —Restrooms above. However, as this location has many special events, there may be some additional services required on a daily basis, including emptying of exterior Trash Cans Botanical Garden, Artist Entrance, Box

office area and front of Building during MCC special events. The City requests that one janitorial staff person be made available Monday through Friday from 8 A.M. to 5 P.M., to complete these additional services. Additional janitorial staff may be required as needed and scheduled for special events at the various locations in the building, such as Banquet Hall, Chambers, Gallery, Garden and Plaza, Monday through Thursday after 5 P.M. and Friday, Saturday and Sunday from 7 A.M. to 3 P.M., depending on length of event scheduled

3-6 FEE AND COSTS

Proposers shall quote, per facility, an all-inclusive fee for the Work described under Section 3-4 (—SERVICE REQUIREMENTSII), above. The all-inclusive fee shall include, but not be limited to, all labor, cleaning materials, and any other contractor expense for this Project, unless described as a separate cost in this section. As part of their quotes, Proposers shall separately set forth the costs associated with each portion of the work listed under Section 3-4, above.

3-7 HOURS OF SERVICE

The City shall normally be open from 7:30 A.M. to 6:00 P.M., Monday through Thursday. The City operates on a four-day workweek, for 10 hours per day. All administrative offices are occupied Monday through Thursday from 7:30 a.m. till 6:00 p.m. Special services, such as Fire, Police and the Water Plants run 24 hours per day, 7 days per week, and the Cultural Arts Center hours of operation and schedule are set forth in Section 3-5 (FREQUENCY BY LOCATION), above. All work must be performed during these hours. The Successful Proposer is expected to work at least a four-day workweek, with the exception of those facilities that host special events and operate beyond the four-day workweek. Activity time schedules for specific buildings will be provided by the City on a monthly basis, to allow for the setting of flex-time cleaning schedules.

No cleaning shall be required on the following City-observed holidays: New

Year's Eve (½ day)	Labor Day
New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve (½ day)
Christmas Day	President's Day
Martin Luther King Birthday	Veteran's Day

3-8 SECURITY

Due to the nature of Work to be performed in response to and as required by this

Solicitation, the Successful Proposer shall conduct MANDATORY background checks at levels determined by the City. The level of background checks shall include Credit Bureau background checks from all three agencies, FBI background checks and Police Records for all employees of the Successful Proposer. The cost to perform all background checks shall be borne by the Successful Proposer. The Successful Proposer's personnel must obtain security clearance and access to City facilities from the City's Human Resources Department upon submitting proof of a thorough background check. The security clearance and access will be specific to those employees who have undergone a thorough background check as acceptable to the City's Human Resources Department, and no other employees of the Successful Proposer. It shall be the responsibility of the Successful Proposer to obtain security clearance and access for all the necessary supervisors, employees, and back-up employees. The Successful Proposer will assume any reasonable cost undertaken by the City for this purpose.

3-9 STAFFING CHANGES

General – The Successful Proposer is responsible for selecting personnel to perform the Services to be provided hereunder, subject to the requirements of the Solicitation. The City will not direct or supervise employees of the Successful Proposer, nor any Subcontractors or Subconsultants.

Changes in Staff – Any change in Successful Proposer's staff must be reported to the City two weeks prior to its occurrence, to allow the City's Human Resources Department sufficient time to perform the required background checks. All background checks shall be conducted by the Successful Proposer(s) at their expense and must be completed prior to new staff being permitted to work on City's premises. The Successful Proposer(s) shall provide the City with appropriate documentation depicting successful completion of the background check before the proposer(s) employee is permitted to work on City's premises.

Managing Changes – Change of the Successful Proposer's Project Manager shall be subject to the reasonable approval of the City's contracting officer.

The City reserves the right to require that any of the Successful Proposer's employees whose performance or actions are obviously detrimental to the program or not in accordance with City standards not be used to staff the Project or perform any of the Work hereunder.

Benefits Program – The Successful Proposer will have sole responsibility for determining and providing the employee benefit programs which shall be used for Successful Proposer's employees.

City of Miramar Benefits – The Successful Proposer's employees shall not, as a condition of their employment in the performance of the Contract, claim any right or benefit belonging to City employees.

Compliance with Laws – The Successful Proposer shall comply with all applicable Federal, state and city laws relating to wages and hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect

Living Wage - At all times during the term of the agreement, the Successful Proposer shall pay each of its covered employees a living wage for all hours worked for the City of Miramar. A living wage with health care benefits shall be no less than Thirteen Dollars and Twenty-seven Cents (\$13.27) per hour, and, if health care benefits are provided, shall submit an affidavit of compliance. If the Successful Proposer does not offer a covered employee health care benefits, Successful Proposer shall pay a living wage of no less than Fourteen Dollars and Ninety Cents (\$14.90) per hour, which shall be adjusted on January 1, 2021 to Sixteen Dollars and Seventy-One Cents (\$16.71) per hour for the remainder of the Agreement. Furthermore, the Successful Proposer agrees to produce, upon request of the City, all documents and payroll records demonstrating compliance with the abovementioned living wage requirements. A covered employee, as used herein, is defined as an employee who performs janitorial services either on a full-time or part-time basis for the City of Miramar while the Agreement remains in effect between the Parties.

3-10 MANAGEMENT AND PERSONNEL

The Proposer shall include the following information in the Proposal:

1. **Profile of the Firm** – State whether the responding Firm is local, national, or international. Additionally, set forth the following:
 - a. Age and size of the Firm and local office;
 - b. Location of the office where the Work for these Services is to be performed or managed.
 - c. Number and nature of the staff who shall be assigned to any Contract resulting from this solicitation (resumes are preferred).
2. Identify the supervisory and management staff who will be assigned to the management of any Contract resulting from this solicitation.
3. Provide explanation of any litigation, claims, contract defaults or liens relating to the responding Firm in the 3 years prior to the Due Date of this RFP.
4. Provide at least five client references to which the Firm has provided similar janitorial services and provide verifiable contact information, name, phone and email addresses.
5. Set forth the Firm's history or experience in providing cleaning, maintenance, and/or janitorial services for public facilities. Note that a minimum of five years of experience in the relevant industry is required.

3-11 ASSIGNMENT

The duties and obligations assumed by Successful Proposer are not transferable or assignable without prior consent of the City, which consent shall not be unreasonably withheld.

3-12 EXTRAORDINARY OCCURRENCES

The Successful Proposer's right to proceed shall not be terminated, nor shall the Successful Proposer be charged with damages under this clause, if the delay in completing the Work arises from causes other than normal weather beyond the control and without the fault or negligence of the Successful Proposer. Examples of such causes may include, but are not limited to:

- a) Acts of God;
- b) Act of the City either in its sovereign or contractual capacity;
- c) Acts of another contractor in the performance of a contract with the City;
- d) Fire, floods, epidemics, strikes, or unusually severe weather; or
- e) Delay of a Subcontractor or supplier at any tier arising from a cause other than normal weather beyond the control and without the fault or negligence of both the Successful Proposer and the Subcontractor or supplier.

Given the essential nature of the Services to be performed hereunder, the Successful Proposer shall use its best efforts to discharge its functions despite such extraordinary occurrence. In the event of such occurrence, the Successful Proposer and the City may negotiate an appropriate adjustment, if applicable, to the approved budget price herein.

3-13 DEFICIENCIES

In the event the Contracting Officer determines there is any deficiency in the Services and/or Work provided by the Successful Proposer, the City's contracting officer shall notify the Successful Proposer in writing as to the precise nature of any such deficiency. Within five working days of receipt of such notice, the Successful Proposer shall correct or take reasonable steps to correct the deficiency complained of, including, if necessary, increasing the work force, tools and equipment or modifying the policies and procedures used by Successful Proposer in performing Services pursuant to the Contract. If the Successful Proposer fails to correct the deficiency within 10 working days, the City may declare the Successful Proposer in default.

3-14

NON APPROPRIATION OF FUNDS

The City reasonably believes that sufficient funds can be obtained to make all payments during the Contract term and covenants to do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the payments may be made, including making provisions for such payments to the extent necessary in each annual budget submitted for the purpose of obtaining funding and using its bona fide best efforts to have such portion of the budget approved. It is the intent of the City to make payments for full contract term if funds are legally available.

In the event that no funds or insufficient funds are appropriated or funds are otherwise unavailable in any fiscal year in which payments are due under the Contract to be awarded as a result of this Solicitation, then the City shall notify the Successful Proposer of such occurrence and the City shall have no further obligation under the Contract and the Contract shall be terminated, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, the Contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the City. Subsequent to termination of the Contract for this reason, the City shall have no continuing obligation to make payments under the Contract. No right of action or damages shall inure to the benefit of Successful Proposer as a result of the Contract termination. In the event of such termination, the Successful Proposer agrees to surrender possession of City equipment to the City on the date of such termination. The City shall have all legal and equitable rights and remedies to take possession of its equipment.

3-15

CONTRACT COST

The Contract Cost shall be a lump sum, fixed amount equal to the amount stated by the Successful Proposer for the Services, as set forth in the Successful Proposer's Proposal. The proposed Contract Cost shall be valid for the term of the Contract. Under no circumstances shall the City be required to pay the Successful Proposer any amount above the Contract Cost for Services specifically addressed in this Solicitation. There shall be no increase in the Contract Cost without prior approval of the Public Works Director.

The Contract Cost shall include all costs except those incurred doing work specifically directed by the City's contracting officer or designee over and above the specific Services defined in this Solicitation.

There shall be no automatic adjustments to the Contract Cost or other fees payable to the Successful Proposer. All adjustments upward as a result of changes in the cost of doing business shall be subject to prior approval by the Public Works Director.

3-16

PHASE IN AND PHASE OUT

If, upon expiration or termination of the Contract, the Successful Proposer is not chosen to continue or elects not to renew the Contract, the Successful Proposer will, upon written notification from the City, provide phase-in and phase-out services as described herein, for up to 60 days after the Contract expires or is terminated. After notification, the Successful Proposer will cooperate in good faith with a successor in determining the nature and extent of the Services, including the development of a mutually acceptable transition plan, subject to approval by the City. The Successful Proposer will provide sufficient, experienced personnel during the transition period to ensure that all Services called for by the Contract are maintained at the specified level of Contract performance. The Successful Proposer will be reimbursed for all reasonable transition costs incurred within the phase-out period after the Contract expiration or termination, provided that such costs are approved in writing by the City Administrator. The Successful Proposer will cooperate with the successor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the Services called for by the Contract. Toward this end, the Successful Proposer will disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees.

3-17

REPORTING

Records – Upon prior notice to the City Administrator, the Successful Proposer shall provide the City's authorized representative(s) access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, receipts, vouchers, and memoranda of every description, and shall provide to the authorized representative(s) cost verification for work.

The Successful Proposer shall maintain software for an electronic record keeping and reporting system for all Services being contracted. The information system shall provide records of all janitorial service activities performed for each City municipal facility. These records shall be kept for one year after the expiration of the term of the Contract.

Invoices – The Successful Proposer shall prepare invoices to the City on a monthly basis; however, the City will accept invoices no more frequently than once per month. The invoicing period shall be from the **first day of the preceding month to the last day of the preceding month**. Copies of all appropriate backup documents (cleaning logs, etc.) shall accompany each invoice for directed Work. Invoices shall be paid by the City in accordance with the Florida Prompt Payment Act, §§ 218.70-218.80, Florida Statutes.

The Successful Proposer shall prepare verification data of any items questioned for the amount claimed and provide complete cooperation during such investigation

of any areas in the invoice subject to question by the City.

3-18 SILENCE OF SPECIFICATIONS

The apparent silence of the foregoing Specifications as to any detail concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of these Specifications shall be made upon the basis of this statement.

3-19 PROPOSAL EVALUATION AND CRITERIA

Following the closing of this Solicitation, the Proposals will be evaluated by a Selection Committee appointed by the Chief Procurement Officer. The Selection Committee may be comprised of any combination of City staff and/or consultants, all of whom have the appropriate experience and knowledge relating to the Services sought by this Solicitation, while striving to ensure a well-balanced committee. The scoring of the Proposals will be based on a point total and not a percentage factor. The Selection Committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below. The Committee shall reserve the right to require oral presentations from one or more of the Proposers, either before or after the initial ranking, and shall have the option to short-list and re-rank after the receipt of additional information from such presentations, follow-up questions and answers, on-site Proposer demonstrations (to include module and/or functionality demonstrations, technical demonstrations, service presentation and other due diligence), completed reference checks or site visits. After the final ranking, again based on the criteria and points set forth below, the City Manager will be asked to approve the Committee's ranking and to authorize the Chief Procurement Officer or designee to enter into contract negotiations with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal will be the most advantageous to the City. Should the City and the highest ranked Proposer fail to reach agreement on a mutually acceptable contract, the City shall have the right to terminate negotiations and to negotiate with the next highest ranked Firm. The City Commission will then approve the award of the successfully negotiated Contract.

The resulting contract shall contain requirements, terms and conditions consistent with this Solicitation, along with any modifications which the City, in its sole discretion, may require or accept. No rights shall inure to the benefit of any Proposer pursuant to this Solicitation until the contract has been executed by both parties.

Evaluation Points	Categories
A. Experience & Expertise – The professional background, work experience and qualifications of the Firm's staff members who would be assigned to the Project team; and the Firm's financial stability and references.	25
B. Quality Control – Demonstrated methods and strategy for quality control performance.	15
C. References – Provided by entities of similar in size and complexity.	15
D. Project Approach – Ability and competence of the Proposer to supply the relevant services outlined in the scope of services.	10
E. Resources and Methodology – To include equipment list quality control methods, and communications with City staff.	5
F. Cost to the City	20
G. Local Preference	5
H. CBE or SBE Preference	5
Total Points:	100

CONTENTS OF PROPOSAL

Proposal Format

To facilitate the analysis of responses to this RFP, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this section. **Proposers must respond in full to all RFP sections and follow the indicated RFP format (section numbering, etc.) in their Proposal. Failure to follow these instructions may result in rejection.**

For each question asked in the RFP, Proposers shall provide in their Proposals, the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. All parts, pages, figures, and tables should be numbered and labeled clearly. The Proposal should be organized as follows:

Tab	Title
	Proposal Cover Sheet and Signature Form
1	Executive Summary
2	Experience and Expertise
3	Resources and Methodology
4	References Checks
5	Provider Background Questionnaires (Section 5)
6	Exceptions and Deviations
7	Other Required Forms and Attachments
8	Cost Proposal (Attachment A)
9	Addenda
10	Affidavits and Acknowledgements

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

Costs for the Proposer's provision of the Services required by this Solicitation should be submitted on the Proposal Pricing Forms provided (Attachment A). Costs should include the complete costs for the provision of Services, including travel and operating costs. Use additional pages as needed.

TAB 1: Executive Summary

This part of the response to the RFP should be limited to a brief narrative not to exceed two pages, describing the Services to be provided by the Proposer. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

(1) Minimal Qualifications

- ✓ Licensed to do business in the State of Florida.
- ✓ At least five years in business as a firm.
- ✓ Minimum five years in public entity market.

TAB 2: Experience and Expertise

Proposers must provide information about their company so that the City can evaluate each Proposer's stability and ability to support the commitments set forth in response to the RFP. Information that Proposers should provide in this section are as follows:

1. The Firm's background including a brief description (e.g., past history, present status, future plans, company size, etc.) and organization charts.
2. Privately-held companies wishing to maintain confidential financial information must provide information detailing the Firm's long-term stability. Please provide a current Dunn & Bradstreet report as part of the Proposal.
3. If the Proposer is proposing to use a Subcontractor on this project, please provide background information on the Subcontractor, Proposer's relationship with that firm and the specific services and/or products that the Subcontractor will be providing on the Project. A complete list of Subcontractors is required. The City has the right to approve all Subcontractors of the Successful Proposer, at any time.
4. Include names of representatives, professional/work background and qualifications, with titles and areas of expertise, who will be directly responsible for this Project.
5. Describe the expertise of your staff/contractors in performing the types of Services requested in this RFP.

TAB 3: Resources and Methodology

1. Adequacy of amount of quality resources assigned to the Project.
2. Overall approach to Project.
3. Consideration of Services to be provided and approach to meeting goals and deadlines.

TAB 4: References Checks

Submit five public entity or six private sector accounts in Florida of comparable in size and nature to Miramar, whose reference was written within the last three years, who is able to verify the qualifications of the Proposer to handle the City's requirements.

TAB 5: Provider Background Questionnaires

The Proposer must respond to the Provider Background Questionnaires in Section 5 of this RFP.

TAB 6: Exceptions and Deviations

If the Proposer finds it impossible or impractical to adhere to any portion of these Specifications and all attachments, it shall be so stated in its Proposal, with all deviations grouped together in a separate section entitled, Exceptions/Deviations from Proposal Requirements. This section will be all-inclusive and will contain a definition statement of each and every objection or deviation from adherence to specific RFP sections. Objections or deviations expressed only in other parts of the Proposal, either directly or by implication, will not be accepted as deviations, and the Proposer, in submitting a Proposal, will accept this stipulation without recourse. Also see the provisions of Section 1-14 (EXCEPTIONS TO THE SOLICITATION), above. Providers taking exceptions do so at their own risk.

TAB 7: Other Required Forms and Attachments

Place all other forms that have not been identified as associated with another tab, under this tab. This should include any contract forms the Proposer requests be considered by the City as part of the final Contract to be executed.

TAB 8: Cost Proposal

Costs/Revenues for the Proposal should be submitted on the Price Proposal Sheet Forms provided as Attachment A, The Proposer shall provide price information for each separate component of the proposed work.

In the event that a specific product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect.

In the event that a specific product or service is not being included in the Proposal, the item should be noted as "No Bid".

Proposers shall provide all pricing/revenue alternatives in these cost sheets. Proposers shall provide prices in U.S. dollars.

Proposers shall make clear the rationale and basis of calculation for all fees.

Proposers shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

The City prefers that Proposers provide separate prices for each item in the Proposal. However, the Proposer is also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to

the City. Prices shall be guaranteed for the entire term of the Contract.

The City reserves the right to pursue direct purchase of all items and services proposed, as well as to obtain independent financing.

TAB 9: Addenda

Include all original, signed copies of addenda in this section.

TAB 10: Affidavits and Acknowledgements.

The following forms are attached at Section 5 below and shall be completed and provided as part of this Proposal. FAILURE TO COMPLETE, SIGN AND RETURN THESE FORMS MAY DEEM YOUR PROPOSAL “NON-RESPONSIVE”.

FORM CHECKLIST:

- 1) ___ PROPOSAL COVER SHEET AND SIGNATURE FORM
- 2) ___ ADDENDA ACKNOWLEDGEMENT FORM
- 3) ___ REFERENCE QUESTIONNAIRE
- 4) ___ PROPOSER'S INFORMATION FORM
- 5) ___ EXCEPTIONS AND DEVIATIONS FORM
- 6) ___ PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
- 7) ___ BUSINESS/VENDOR PROFILE SURVEY
- 8) ___ BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT
- 7) ___ PRICE PROPOSAL (Attachment A)
- 8) ___ DRUG-FREE WORKPLACE AFFIDAVIT
- 9) ___ ANTI-KICKBACK AFFIDAVIT
- 10) ___ NON-COLLUSIVE AFFIDAVIT
- 11) ___ NON-DISCRIMINATION AFFIDAVIT
- 12) ___ LIVING WAGE COMPLIANCE AFFIDAVIT
- 13) ___ PUBLIC ENTITY CRIMES
- 14) ___ REQUEST FOR TAXPAYER IDENTIFICATION

SECTION 4

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

FOR THE PROVISION OF JANITORIAL SERVICES

This Agreement is entered into this ____ day of _____, 2019, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

_____, a _____ corporation with its principal business address located at _____, hereinafter referred to as "Contractor".

RECITAL

WHEREAS, the City issued Request for Proposals No. 19 XX-XX- for JANITORIAL SERVICES (the "RFP"); and

WHEREAS, the Contractor was determined to be the highest evaluation scoring, responsive, responsible Proposer and whose proposal was most advantageous to the City; and

WHEREAS, on _____, 20__, the City Commission approved the award of the RFP and a contract for Janitorial Services to Contractor (s).

ARTICLE 1 SCOPE OF SERVICES

Contractor agrees to provide the following Services to the City (the "Services") during the Term of this Agreement:

This Agreement is subject to, and Contractor shall provide Services in accordance with, the Scope of services, terms, conditions and requirements of City of Miramar Request for Proposals No. 19-XX-XX (the "RFP"), the Contractor's Proposal as accepted by the City and any subsequently negotiated written amendments to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Agreement, the RFP and the Proposal, the conflict shall

be resolved in the following order of priority: terms of this Agreement; terms of the RFP; terms of the Proposal.

ARTICLE 2 **COMPENSATION**

- 2.1 Contractor shall submit periodic invoices for the goods and Services provided to:

The City of Miramar
ATTN: Accounts
Payable 2300 Civic
Center Place Miramar,
FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures should the City require one to be performed.

- 2.2 Contractor shall not perform or begin any work under this Agreement without prior written authorization from the City's Public Works Department, as well as an approved purchase order authorizing Services. The failure of Contractor to obtain a purchase order for work required under this agreement constitutes a failure to adhere to the terms of this agreement, and authorization for payment for such unauthorized work shall be denied.

- 2.3 Services shall be provided to the City in strict accordance with the Specifications set forth and described in the City's RFP No. 19-XX-XX. If the Services provided by Contractor do not meet the applicable Specifications, Contractor will not receive payment for such nonconforming services and shall pay all to the City all fees and/or costs associated with obtaining satisfactory Services.

- 2.4 All requests estimates/quotations for services not covered under this Agreement shall be submitted in writing prior to any work being undertaken or approved. The estimate must include a detailed list of the work to be completed, listed item by item, and location where work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure purchase order approval prior to the work being performed.

ARTICLE 3
TERM OF AGREEMENT

The term of this Agreement shall be for a period of three years commencing on the date this Agreement is executed by both parties, with two successive City options to renew, each for an additional one-year term, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions; and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

ARTICLE 4
TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Contractor 30 calendar days' written notice. City may terminate this Agreement for cause by giving Contractor five calendar days' written notice upon the failure of the Contractor to cure any default after being provided with written notice of that default and a demand for cure within ten calendar days. The termination of this Agreement shall not relieve Contractor of any liability that accrued prior to such termination, and any such accrued liability shall survive the termination of this Agreement.

ARTICLE 5
INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

ARTICLE 6
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and hold harmless City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or SubContractors in the Contractor's performance (or lack of performance) of Services pursuant to this Agreement.

Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

ARTICLE 7
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

ARTICLE 8
MISCELLANEOUS

8.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

8.2 At all times during the term of this Agreement, Contractor shall pay each of its covered employees a living wage for all hours worked for the City of Miramar. A living wage with health care benefits shall be no less than Thirteen Dollars and Twenty-seven Cents (\$13.27) per hour, and, if health care benefits are provided, shall submit an affidavit of compliance. If Contractor does not offer a covered employee health care benefits, Contractor shall pay a living wage of no less than Fourteen Dollars and Ninety Cents (\$14.90) per hour, which shall be adjusted on January 1, 2021 to Sixteen Dollars and Seventy-One Cents (\$16.71) per hour for the remainder of the Agreement. Furthermore, Contractor agrees to produce, upon request of the City, all documents and payroll records demonstrating compliance with the abovementioned living wage requirements. A covered employee, as used herein, is defined as an employee who performs janitorial services either on a full-time or part-time basis for the City of Miramar while the Agreement remains in effect between the Parties.

ARTICLE 9
INSURANCE

9.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

9.2 **Minimum Limits of Insurance** - Contractors shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
2. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.

3. Workers' Compensation: Statutory.

9.3 Required Insurance Endorsements - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and workers compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Contractor's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

9.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

9.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

ARTICLE 10
AUDIT AND INSPECTION RIGHTS

- 10.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.
- 10.2 Contractor shall provide all Services hereunder in accord with the provisions of this Agreement and as specified in the RFP. The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

ARTICLE 11
AMENDMENTS AND ASSIGNMENT

- 11.1 This Agreement constitutes the entire agreement between Contractor and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.
- 11.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.
- 11.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Agreement shall be in Broward County, Florida.

ARTICLE 13
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for

giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

FOR CITY:

Vernon E. Hargray
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3000
Facsimile:

With A Copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: 954-763-4242
Facsimile: 954-764-7770

ARTICLE 14
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

ARTICLE 15
PUBLIC RECORDS

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

ARTICLE 16
SCRUTINIZED COMPANIES

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 17
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

ARTICLE 18
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 19
SURVIVAL

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Agreement.

ARTICLE 20
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

ARTICLE 21
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray
City Manager

This day ____ of _____, 2019.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF MIRAMAR ONLY:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

CONTRACTOR

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

Date: _____

SECTION 5
JANITORIAL SERVICES – RFP No. 19-04-22
PROPOSAL COVER SHEET

PROPOSER'S NAME (Name of firm, entity, or organization):	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:	
Name:	Title:
MAILING ADDRESS:	
Street Address: _____	
City, State, Zip: _____	
TELEPHONE: (____) _____	FAX: (____) _____ E-MAIL: _____
PROPOSER'S ORGANIZATION STRUCTURE:	
____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture ____ Other (explain):	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:	
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:	
PROPOSER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.	
Signed by: _____	Date: _____
Print name: _____	Title: _____

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

SECTION 6
ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

PROPOSER:

(Company Name)

(Signature)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 7 REFERENCE QUESTIONNAIRE

Reference for (Proposer's Name): _____

Agency Giving Reference: _____

Contact Person Name: _____

Address: _____

Telephone: _____

E-Mail: _____

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Janitorial Services?		
2	How would you rate the firm's performance with responding to calls for service in a timely manner?		
3	How would you rate the firm's overall performance including complaints receive from customers?		
4	How would you rate the experience and responsiveness of the firm's staff?		
5	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments:

Signature

Title

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

SECTION 8 PROPOSER'S INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed as "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____ years
- (2) State of Florida occupational license type and number: _____
- (3) County (state county) Business Tax Receipt type and number: _____
- (4) City of Miramar Business Tax Receipt type and number:

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services/Commodities for similar (government) organizations:

- (6) Have you ever had a contract terminated (either as a prime contractor or sub-contractor,) for failure to comply, breach, or default?

_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

SECTION 9 EXCEPTIONS AND DEVIATIONS FORM

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained on the bottom portion of this page.** The City reserves the right to reject any Proposal for noncompliance with one or more of the requirements.

#	Title	Exception
---	-------	-----------

Proposer's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 10

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

Please list all Subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each Subcontractor or supplier.

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

SECTION 10
PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND
SUPPLIERS (CONTINUED)

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

SECTION 11 BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES _____ NO _____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES _____ NO _____

(Choose below as applicable)

- ☐ **Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.

Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.

- ☐ Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.

Please attach a copy of a current Miramar Business Tax Receipt to this form.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

SECTION 12

BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

The completed and signed form must be returned with the Vendor's submittal if the Vendor is claiming the Business Employing Miramar Residents preference.

Vendor: _____

Address: _____

Telephone Number: _____ E-Mail Address: _____

Solicitation No. and Title: _____

By signing below, I hereby certify that Vendor has _____ employees, of which _____ are full time equivalent Miramar residents.

Signature

Title

Date

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20__

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public)

My commission expires: _____ (SEAL)

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 13
PRICE PROPOSAL SHEET

AS PER ATTACHMENT A

Taxpayer Identification Number (TIN)_____

BIDDER: _____
(Company Name)

(Signature)

(Printed Name & Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
SHALL DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 14
DRUG-FREE WORKPLACE AFFIDAVIT
FLORIDA STATE STATUTE 287.087

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

a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

(2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

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

Vendor's Signature

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

SECTION 15
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF BROWARD } SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its design Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 16
NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of)
) SS:
County of)

BEFORE ME, the undersigned authority, personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this day of , 20____.

My Commission Expires:

Notary Public
State of Florida at Large

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 17 NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20_____

Notary Public
State of Florida at Large

(Printed Name)

My commission expires: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 18
LIVING WAGE COMPLIANCE AFFIDAVIT (CONTINUED)

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____, 20____

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public)

My commission expires: _____ (SEAL)

Personally Known ☐ or Produced Identification ☐

Type of Identification Produced _____

SECTION 19

PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION §287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Section §287.133(1)(g), Florida Statutes, means a violation of any state or federal Law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section §283.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section §287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime;
or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies).

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION §287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

DATED: _____

BY: _____
(Signature)

NAME: _____
(Print)

TITLE: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
20__, by _____, who is personally known to me or has
produced _____ as identification.

Notary Public
State of Florida at Large

My commission expires:

END OF DOCUMENT

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

SECTION 20

Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
--	---	---

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	City of Miramar 2300 Civic Center Place Miramar, FL 33025
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>
or
Employer identification number
<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.