



TOWN OF CUTLER BAY
ADMINISTRATIVE SERVICES DEPARTMENT

REQUEST FOR PROPOSALS

RFP No. 23-01

**PROFESSIONAL JANITORIAL MAINTENANCE SERVICES
FOR TOWN HALL OFFICES
LOCATED WITHIN THE CUTLER BAY TOWN CENTER BUILDING**

**SUBMITTAL DUE DATE:
FRIDAY, FEBRUARY 24, 2023
4:00 PM (EST)**

**MANDATORY PRE-RFP RESPONSE MEETING DATE
FRIDAY, FEBRUARY 03, 2023
10:00 AM (EST)**



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ADVERTISEMENT

The Town of Cutler Bay (the "Town") is requesting proposals from qualified professionals for the selection of a janitorial maintenance services contractor (the "Contractor") to provide Professional Janitorial Maintenance Services to Town Hall Offices located within the Cutler Bay Town Center. Interested contractors should visit the Town's website at www.cutlerbay-fl.gov to obtain the Request for Proposals package. Packages may also be picked up at the following location, during normal business hours:

Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

A **Mandatory Pre-RFP Response Meeting** will be held on February 03, 2023, at 10:00 AM EST. Location: Cutler Bay Town Center 10720 Caribbean Boulevard, Suite 115, Cutler Bay, Florida 33189.

Sealed submittals including one (1) original and five (5) bound paper copies of the submittal, plus a USB flash drive containing all documents submitted, must be received no later than 4:00 PM on **February 22, 2023** and be clearly marked on the outside, "RFP No. 23-01 PROFESSIONAL JANITORIAL MAINTENANCE SERVICES", by Mr. Mauricio Melinu, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189.

Late Submittals and facsimile submissions will not be considered. The contractor shall bear all costs associated with the preparation and submission of the proposal.

Pursuant to Town Code, public notice is hereby given that a "Cone of Silence" is imposed concerning the Town's competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until such time as the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

Women/Minority Owned and Emerging Small Businesses are invited to submit bids on this project.

The Town reserves the right to accept and/or reject all proposals, or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials and/or services or take any other such actions that may be deemed in the best interest of the Town.

Rafael G. Casals, ICMA-CM, CFM
Town Manager



SECTION I

I.I INTRODUCTION

The Town of Cutler Bay (the “Town”), a municipality located in Miami-Dade County, Florida, desires to receive proposals from professional contractors for the selection of a janitorial maintenance services contractor (the “Contractor”) to provide Professional Janitorial Maintenance Services to Town Hall Offices located within the Cutler Bay Town Center. Florida law requires the Town to make a determination of a respondent’s proposal to perform professional janitorial maintenance services prior to engagement. The information used in this RFP will be used by the Town to make this determination.

The purpose of this RFP is to highlight professional services that may be required of the selected contractor under a Professional Janitorial Maintenance Services contract.

The selected Contractor is to provide professional janitorial maintenance services to nine (9) Town Hall Office suites, totaling 22,862 square feet, located within the Cutler Bay Town Center building at 10720 Caribbean Blvd., Cutler Bay, Florida 33189. The proposed work will include professional janitorial maintenance services performed five (5) days per week (Monday through Friday), including holidays.

The Town intends to execute a professional janitorial maintenance services agreement with the selected Contractor to provide such services. Please refer to Section III Detailed Specifications for additional information. The Town guarantees that all of the services identified in this RFP will be assigned to the Contractor during the term of the agreement. The Town reserves the right to award contracts to Contractors who will best serve the interests of the Town and whose responses are considered by the Town to be the most responsive and most responsible.

The Town reserves the right to accept and/or reject any or all responses, based upon its deliberations and opinions. In making such determination, the Town reserves the right to investigate the financial capability, integrity, experience, and quality of performance of each respondent, including officers, principals, senior management, and supervisors as well as the staff identified in the response.

I.II SCHEDULE OF EVENTS

No.	Event Title	Date*	Time* (EST)
1.	Advertisement/Distribution of RFP Cone of Silence Begins	01/27/2023	9:00 AM
2.	<u>Mandatory Pre-RFP Response Meeting</u> 10720 Caribbean Blvd., Council Chambers (Ste 115), Cutler Bay, Florida 33189	02/03/2023	10:00 AM
3.	Deadline to Submit Questions	02/08/2023	1:00 PM
4.	Deadline for Town Responses to Questions	02/17/2023	5:00 PM
5.	Deadline to Submit RFP Response	02/24/2023	4:00 PM
6.	Evaluation of Proposals	02/27/2023 to 03/03/2023	8:00 AM – 5:00 PM
7.	Selection Committee Evaluation Meeting	03/03/2023	4:00 PM
8.	Announcement of Selected Contractor Cone of Silence Ends	03/15/2023	6:00 PM

*The Town reserves the right to change the scheduled dates and times.



I.III DEFINITION OF TERMS

Certain terms used in this document are defined as follows:

Proposal/Qualifications	The RFP response documents submitted by the Contractor.
Proposer/Respondent	Any person, firm or corporation submitting a Proposal for work covered by these specifications or their duly authorized representative.
Agreement/Contract	The Professional Janitorial Maintenance Services Agreement to be executed by the Contractor and the Town for the scope of work.
Contractor	The person, firm, or corporation with who the Town has executed an agreement or contract for the scope of work.
Day(s)	Refers to calendar day(s).
Responsible Proposer	In order to be considered a "responsible" proposer, the Proposer must possess integrity as well as adequate equipment and personnel to do the work within the time limits that are established and adequate financial status to meet the obligations to perform the scope of work. The firm must not have defaulted on a prior contract or been disbarred by any agency.
Responsive Proposer	Any person, firm or corporation submitting a Proposal for the scope of work whose proposal packet is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative proposals for any items, unless alternatives are requested in the specifications.
Town	The Town Council of the Town of Cutler Bay or the Town Manager, if applicable.
Work/Scope of Services	The services required by the contract documents, including labor and materials.



I.IV GENERAL INSTRUCTIONS

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposals/qualifications. These instructions have equal force and weight with other portions of the specifications and strict compliance is required with all the provisions contained herein.

I.V ELIGIBILITY

In addition to other requirements stated in this document, to be eligible to respond to this RFP, the Contractor must have successfully provided within the past ten (10) years, within the State of Florida, services similar to those in the specifications of this RFP. In addition, the Contractor's offices must be located within Miami-Dade, Monroe, or Broward County(ies). Each Contractor shall meet all legal, technical, and professional requirements for providing the requested services.

The respondents shall furnish such additional information as the TOWN may reasonably require. This includes information that indicates financial resources as well as ability to provide and maintain the system and/or services. The TOWN reserves the right to make investigations of the respondents' qualifications or any of its agents, as it deems appropriate.

I.VI PROPOSAL REQUIREMENTS

a. Scope of Work/ Professional Services Proposed

Clearly describe how the Contractor will perform the scope of services proposed, including a work plan and an explanation of methodology to be followed to perform the services required in this RFP.

b. Proposal Submittal Package

Each respondent shall submit six (6) signed responses (one (1) original and five (5) bound paper copies, plus one (1) electronic copy on USB flash drive). Each proposal response shall be limited to twenty (20) pages (paper size 8.5"x11", printed on only one (1) side of the paper, single or larger spacing, font size not less than 11) excluding any certificates, appendices and copies of professional licenses and certifications. The sections shall follow the order given on the following pages. The twenty (20) page limit is for items listed below. No material other than that listed in this section shall be included in the response submittal package.

- A **one (1) page** cover letter indicating the respondent's interest in providing the services to the Town and a statement on why the respondent should be selected for the award. The letter shall include the name of the respondent and those of the sub-contractors (if any), explanation of the type of contractual agreement between them, if different from that of the prime and sub-contractor. A representative who is authorized to contractually bind the respondent shall sign this letter.



b. Proposal Submittal Package (Continued)

- A **one (1) page** table of contents identifying the sections and page numbers.
- A **one (1) page** organization chart identifying key professionals, their area(s) of responsibility and extent of their availability, as well as contact information.
- **Up to three (3) page** history of key employees who are with the organization and participating on the Team assigned to the Town for the specified scope of services.
- **Up to three (3)**, one (1) page resumes of the persons, including the principal, which will be assigned to the Team assigned to the Town for the specified services.
- **Up to a three (3) page** narrative describing: **Capabilities**
 - Please provide a history of the company, including location of the office(s) from which the work will be performed and the primary contact persons for the engagement.
 - Discuss the structure of your organization. If a private firm, state whether it is a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the organization has been in business under the current business name, as well as any aliases, and previous business names.
 - Discuss your company's capabilities and the scope of services it will provide the Town, as well as methodology.
- **Up to four (4) pages** describing: **Experience**
 - Provide a summary table for the municipalities that your company served as janitorial maintenance services provider for during the past five (5) years. Must also indicate feedback or reviews received from those municipalities and whether they would recommend your organization for professional janitorial maintenance services.
 - Discuss your knowledge of the Town and specify if your firm has previously worked with the Town in the past. Please provide specific details.
 - Provide a table summarizing financing ideas/proposals submitted by your firm to the Town over the last 24 months.
 - For at least three (3) clients who are located in the State of Florida, discuss instances where your company generated savings, or otherwise added value to your client's organization.
- **Up to three (3)**, one (1) page copies of any press releases, news articles, professional profiles, client commendations, awards and/or honors.



b. Proposal Submittal Package (Continued)

- Up to **one (1) page** of professional references (name, address, and phone number) for at least three (3) municipal clients who are located in the State of Florida.
- All completed Appendices as required (one (1) set in each submittal) and all proofs of authorization to transact business in the State of Florida, from the Florida Secretary of State, for the proposer, as well as supporting firms.
- Provide copies of professional licenses and certifications for all key professionals that are identified in the Team assigned to the Town for the specified scope of services.

c. Submission of Proposal

One (1) original and five (5) copies of the submittal packet, plus one (1) USB flash drive containing all documents shall be submitted no later than **February 24, 2023** at 4:00 PM (EST) to the Office of the Town Clerk (located at Cutler Bay Town Center 10720 Caribbean Blvd., Suite 105, Florida 33189) **in a sealed envelope which must be plainly marked on the outside:**

PROFESSIONAL JANITORIAL MAINTENANCE SERVICES
RFP. No. 23-01
Town of Cutler Bay
Office of the Town Clerk
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189

Proposals will be publicly opened and read. All Proposers and/or their representative designees are invited to be present.

Proposals shall be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the proposal form(s) must be completed. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.

It shall be the sole responsibility of the Proposer to ensure that the sealed proposal is submitted by the time and date specified. Any proposal received after the appointed time, whether by mail or otherwise, shall not be accepted under any circumstances. Such proposals will be returned to the vendor unopened. Any uncertainty regarding the time a proposal is received shall be resolved against the Proposer.

Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. If the Town determines that any Proposer has interest in more than one (1) proposal for work contemplated; all proposals in which such a Proposer is interested will be rejected. Proposer, by submitting this proposal, certifies that this proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment, or services and is in all respects, fair and without collusion of fraud.



I.VII CLARIFICATION AND ADDENDA

If any person contemplating submitting a proposal under this RFP is in doubt as to the true meaning of the specifications or other documents (or any part thereof), the proposer must submit to the Office of the Town Clerk on or before **February 08, 2023** at 1:00 PM (EST), and a request for clarification via fax (305) 234-4251 or via e-mail to mmelinu@cutlerbay-fl.gov. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the RFP, if made, will be made only by Addendum duly issued by the Office of the Town Clerk. A copy of such Addendum will be posted on the Town's website under RFP's. If the Town finds it necessary to add to or amend this document prior to the RFP Response Submittal Deadline, the Town will issue a written addenda/addendum. Each Contractor must acknowledge receipt of each addendum by signing the acknowledgement and providing it with its Response Submittal Packet.

I.VIII CERTIFICATION

The signer of the Response to this RFP must declare by signing the required appendices which state that the person(s), firm(s) and parties identified in the Response Submittal Packet are interested in and available for providing the full scope of services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response Submittal Packet has full authority to bind the person(s), firm(s) and parties identified in the Response.

I.X ACCEPTANCE OR REJECTION OF PROPOSALS

All proposals submitted shall be valid for a period of forty-five (45) calendar days from the day of the proposal opening. However, any proposal may be withdrawn up until the time set for proposal opening. Any proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for goods and services until accepted by the Town Council's Award.

Reasonable efforts will be made to either award the Contract(s) or reject all proposals within forty-five (45) calendar days after proposal opening date. A Proposer may not withdraw his proposal before the expiration of forty-five (45) calendar days from the date of proposal opening.

A Proposer may withdraw his proposal after the expiration of forty-five (45) days from the date of proposal opening by delivering written notice of withdrawal to the Office of the Town Clerk prior to award of contract by the Town Council.

The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to waive any informality, irregularities, or technicalities, to re-advertise for proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated.



I.XI ACCEPTANCE OR REJECTION OF PROPOSALS (Continued)

The Town also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of contract(s) shall be made by the Town Council. In addition, each proposer agrees to waive any claim it has or may have against the Town and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

I.XII RETENTION OF RESPONSES

The Town reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Contractor is selected.

I.XIII EVALUATION METHOD AND CRITERIA

Proposals will be evaluated in accordance with weighted criteria listed below:

	Maximum Points
Proposer Experience / Municipal Experience	40
Management Staff Credentials & Accomplishments	40
Employee Training and Safety Programs	15
Compliance with Submission Requirements	05
TOTAL	<u>100</u>

These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Selection Committee during the short-listing and final ranking of Proposers by establishing a general framework for those deliberations.

Short-listed proposals may be selected for an interview prior to a recommendation being presented to the Town Council. As the best interest of the Town may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The Town will determine which Proposers are "responsible and responsive".

I.XIV AWARD OF CONTRACT

Once the proposals are opened, a Selection Committee will evaluate the proposals and a recommendation will then be presented to the Town Manager.

It is the Town's intent to award the contract to one (1) Proposer; however, the Town reserves the right to award the contract to two (2) Proposers or more if the Town deems it is in the Town's best interest.

The contract will be awarded only to a responsible Proposer(s) licensed and qualified by experience to perform the scope of work specified. The Proposer shall submit, prior to award of contract, satisfactory evidence of experience in similar work and that the proposer is fully prepared with the necessary organization, capital, and equipment to complete the full scope



of work. Proposer shall be insured, licensed, and certified by all applicable Local, County and State agencies.

I.XIV AWARD OF CONTRACT (Continued)

The Proposer warrants to the Town that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the contract.

This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the Town Council. Within five (5) business days after receiving Notice of Award the successful proposer shall submit a revised Certificate of Insurance naming the Town as additional insured for all liability policies. The Proposer will be required to provide a second Certificate of Insurance naming the Cutler Bay Town Center Property Management company as an additional insured for all liability policies as well, since the Town is a current Leasee of the Town Hall Office space located within the Cutler Bay Town Center Building (Cutler Bay Offices LLC 10720 Caribbean Blvd., PH-600, Cutler Bay, Florida 33189).

The award is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their proposal, the name of any officer, director, partner, proprietor, associate, or agent who is also a public officer or employee of the Town or any of its agencies. Further, all Proposers must disclose the name of any public officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Officer's firm or any of its branches or affiliate companies.

I.XV CONTRACT DELIVERY/PERIOD AND PLACE OF PERFORMANCE

On an annual basis, the Contractor will successfully complete all illustrated tasks starting at the contract signature date through to the delivery of the results of work performed. The Town will review the delivery and will advise the Contractor of the next steps in accordance with annual deadlines and budgetary figures.

I.XVI COMPENSATION

For all Professional Janitorial Maintenance Services provided by the firm of this Agreement, Contractor shall be compensated pursuant to a pre-negotiated professional services fee schedule.

The Contractor shall provide any such backup documentation, including staff time records, requested by the Town to support the amounts invoiced to the Town for the Professional Janitorial Maintenance Services specified herein. The Town shall pay the Contractor for all approved invoices, no later than thirty (30) calendar days from the date of approval by the Town Manager of the invoice.

I.XVII NEGOTIATIONS

The Town reserves the right to enter into Contract negotiations with the selected Proposer.



If the Town and the selected Proposer cannot negotiate a successful contract, the Town may terminate such negotiations and begin negotiations with the next selected Proposer, reject all proposals or re-advertise the contract. No Proposer shall have any rights against the Town arising from such negotiations.

I.XVIII LAWS/ORDINANCES

The Proposer shall observe and comply with all Federal, State, Local and Municipal laws, ordinances, rules, and regulations that would apply to this Contract. Failure to familiarize the Proposer with applicable laws will in no way relieve the Proposer from responsibility.

I.XIX ERRORS AND OMISSIONS

The Town is not required to accept any request by any Proposer to correct errors or omissions in any calculations or price, after proposal is submitted. Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with the Request for Proposals may be rejected at the option of the Town. The Town does, however, have the option to waive technicalities and request further information or clarification.

I.XX WARRANTIES OF USAGE

No warranty is given or implied by the Town as to any components listed in this RFP and are considered to be estimates for the purpose of information only. The Town reserves the right to accept all or any part of the proposal and to increase or decrease locations of Proposer's proposal to meet additional or reduced requirements of the Town.

I.XXI ASSIGNMENT

Neither party to the Contract shall assign the Contract or subcontract it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due, without the previous written consent of the Town Manager or his designee.

I.XXII COLLUSION

The Proposer certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a proposal for the same items, or with the Town. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

I.XXIII CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Office of the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

I.XXV VENDORS' CAMPAIGN CONTRIBUTION DISCLOSURE



1. *General requirements:*

- a) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made.

I.XXV VENDORS' CAMPAIGN CONTRIBUTION DISCLOSURE (Continued)

The Town Clerk may develop a form to be used by vendors for such disclosure.

- b) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.
- c) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.
- d) If an existing vendor makes a contribution, the vendor must report the same to the clerk within ten (10) days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.
- e) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

2. *Disqualification:*

- a) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

I.XXVI LOBBYIST REGISTRATION

Proposers must also comply with all Town Charter sections and Code Provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information. Proposers shall complete a "Lobbyist Registration for Oral Presentation" form and all persons listed thereon shall be considered to be registered only for the purposes of the oral presentation, if any. Lobbyists are required to register and pay applicable fees prior to engaging in any other lobbying activity.

I.XXVII PUBLIC RECORDS LAW

The Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Florida State Statute, Chapter 119.



Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

I.XXVII PUBLIC RECORDS LAW (Continued)

Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town. Upon completion of this Agreement or in the event of termination by either party, any/and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Office of the Town Clerk, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems.

Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. Any compensation due to Contractor shall be withheld until all records are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

SECTION 119.0701(2)(A), FLORIDA STATUTES

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	Mauricio Melinu, Town Clerk
Mailing address:	10720 Caribbean Boulevard Suite 105 Cutler Bay, FL 33189
Telephone number:	(305) 234-4262
Email:	mmelinu@cutlerbay-fl.gov



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I.XXVIII CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town's Purchasing Ordinance, Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Qualifications (RFQ), Request for Proposal ("RFP") or Invitation to Bid (ITB), between:

- A potential vendor, service provider, proposer, Proposer, lobbyist, or consultant; and
- The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFQ, RFP and ITB after the advertisement of said RFQ, RFP, or ITB. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Manager's subsequent recommendation is before the Town Council.

The Cone of Silence shall not apply to:

1. oral communications at pre-proposal conferences.
2. oral presentations before selection or evaluation committees.
3. public presentations made to the Town Council during any duly noticed public meeting.
4. communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFQ, RFQ or Proposal documents. The Proposer or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request.
5. communications regarding a particular RFQ, RFQ or Proposal between a potential vendor, service provider, proposer, Proposer, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFQ or Proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
6. communications with the Town Attorney and his or her staff.
7. duly noticed site visits to determine the competency of proposers regarding a particular Proposal during the time period between the opening of Proposals and the time the Town Manager makes his or her written recommendation.
8. any emergency procurement of goods or services pursuant to Town Code.



I.XXVIII CONE OF SILENCE (Continued)

9. responses to the Town's request for clarification or additional information.
10. contract negotiations during any duly noticed public meeting.
11. communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, Proposer, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney at (305) 854-0800 for any questions concerning the Cone of Silence compliance.

I.XXVW POINT OF CONTACT

Any inquiries concerning clarifications of solicitation or for additional information shall be submitted in writing to Mauricio Melinu, Town Clerk via e-mail to mmelinu@cutlerbay-fl.gov on or before **February 08, 2023** at 1:00 PM (EST). The Town shall not be responsible for oral interpretations given by any Town employee or its representative.

[END OF SECTION]



SECTION II

II.I SCOPE OF SERVICES

The Town is interested in obtaining proposals from qualified, licensed, and bonded Contractors to provide Professional Janitorial Maintenance Services as described in the scope of services listed below. The work consists of furnishing all labor, machines, equipment, tools, materials, supplies, service, and supervision necessary to perform nightly cleaning of offices, and common areas of Town Hall Offices in order to maintain in a neat, clean, and orderly condition. All labor and materials must be in compliance with all Local, State, Federal and OSHA standards.

The Town Hall Offices that will require janitorial maintenance service are located within the Cutler Bay Town Center 10720 Caribbean Blvd., Cutler Bay, Florida 33189, totaling 22,862 square feet. The office suite numbers are listed below with their approximate square footage:

#	Suite No.	Location	Approx. Square Footage
1.	105	First Floor	9,307
2.	115	First Floor	3,148
3.	200	Second Floor	5,008
4.	210	Second Floor	1,467
5.	220	Second Floor	1,055
6.	225	Second Floor	736
7.	230	Second Floor	1,928
8.	440	Fourth Floor	902
9.	530	Fifth Floor	1,000

IMPORTANT NOTE: The above indication of approximate squared footage does not eliminate the need for the Contractor's onsite inspection.

A. Supervision

Contractor shall provide trained and qualified supervisors capable of providing the necessary work in accordance with the required standards. Supervisors shall be literate and fluent in English language, able to read chemical labels, job instructions, signs and converse with Town staff and patrons as necessary.

B. Personnel

Contractor's employees shall be neat, clean, and courteous; properly uniformed and conduct themselves in a respectable manner while performing their duties within Town property.

Employees, including supervisors, shall wear a distinctive uniform, which the Contractor shall supply. Employees shall wear a picture identification badge, specifying the name of the employee and the Contractor. The Town may request removal of any employee not properly uniformed.



B. Personnel (Continued)

Employees shall be able to read, write and fully communicate in English.

The Contractor shall provide the Town with a list of all personnel assigned to the contract, along with emergency telephone numbers. Only Contractor's authorized employees will be allowed on the Town's facilities.

C. Unauthorized Personnel

Contractor's employees are not to be accompanied in their work by any acquaintances, family member, children, or any other person unless the person is an authorized Contractor's employee.

D. Background Check

A criminal background check report for all personnel assigned to the Contract must be presented to the Town at the expense of the Contractor.

E. Conduct

The Town reserves the right to request the removal of any Contractor's employees from the Town's facilities for reasonable cause. Such causes shall include, but are not limited to the following:

- a) Wearing inappropriate clothing.
- b) Engaging in loud or unworkmanlike conduct.
- c) Unauthorized use, disposition and/or misrepresentation of Town and/or personal properties.
- d) Engaging in unlawful or unauthorized acts.
- e) Misrepresentation of facts.
- f) Failure to meet acceptable standards of personal cleanliness.
- g) Violation of any rules as stated in this contract.

F. Equipment, Materials, and Supplies

The Town shall provide the Contractor adequate storage areas for equipment and the supply of products to be used at the specific facilities where the storage is provided. The storage area shall be kept clean and orderly at all times. All equipment and materials stored shall be segregated by type. No toxic chemicals and/or combustible substances shall be stored within the area. All soiled and/or oily cleaning cloths shall be stored in metal containers with closed lids. Mops shall be rinsed and hanged so as to dry after each period of use. All cleaners and paper products shall be neatly stacked on shelves or within the original issued containers.



F. Equipment, Materials, and Supplies (Continued)

The Town shall not be liable for the loss or damage or any stored equipment or materials the Contractor stores within the Town's facilities.

Contractor shall furnish materials that include but are not limited to cleaners, disinfectants, polishes, stripping material, plastic trash can liners of appropriate sizes, multifold paper towels, janitorial paper towel rolls, toilet paper, liquid soap, liners, urinal blocks, baby station pads, and any other custodial products required to fulfill the intent of the contract.

Contractor shall replenish janitorial supplies, on an "as-needed" basis.

Contractor is required to have at least three (3) day supply of all items in the janitorial closet.

All products furnished and/or used in the performance of any task shall follow EPA, OSHA, and manufacturer safety environmental protective requirements. The use of any product which causes damage to property or injury to persons or as otherwise restricted by law is prohibited.

The materials furnished by Contractor shall be of the most suitable grade for the purpose, be low odor, and environmentally friendly. Contractor shall supply the Material Safety Data Sheet of all products to be used.

Contractor shall furnish all equipment and tools necessary to properly perform the work defined in the Contract. All electrical equipment used by the Contractor shall meet all safety requirements and must operate using existing building/facility's circuit voltages.

Contractor's employees are not to use Town equipment (i.e., coffee urns, typewriters, adding machines, copiers, radios, telephones, machinery, etc.) for any reason unless approved in writing by Town staff.

G. Cleaning

The Contractor's employees will not be responsible for cleaning personal items such as coffee cups, mugs, plates, and/or utensils. The Contractor will be required to clean weekly refrigerators, microwaves, and other small appliances in the Town's staff break room and the Town Council Chambers (including the Executive Conference Room).

All recycle containers shall be emptied into a designated recycling dumpster or receptacle. Plastic liners should be used for the containers; however, plastic bags or liners shall not make their way into the recycle stream as they are not accepted and are considered contaminants. Additional items not accepted as recyclables include food waste, films, plastic bags, plastic wrap, or foam cups and containers.

All wastebaskets and other trash containers inclusive of building exterior receptacle shall be emptied into designated trash dumpsters and returned to their initial location. Receptacles themselves shall be cleaned.

Items placed near a trash receptacle and marked 'TRASH', shall be removed.



G. Cleaning (Continued)

Trash and recycling dumpster/bins are located adjacent to the Cutler Bay Town Center. Trash shall be carefully placed in the dumpster container to avoid spillage. In the event of spillage by the Contractor's employees, the Contractor will be responsible for the cleaning of the area. All trashcans shall be replaced with new liners after each disposal of trash from the containers.

Prior to carpet floors being completely vacuumed, carpet area shall be checked to remove all surface litter, such as paper, gum, rubber bands, paper clips, etc. Chairs and trash receptacles shall be tilted or moved where necessary to vacuum underneath. An up-right carpet vacuum shall be used to vacuum surface and embedded grit from all areas. Additionally, as necessary, to prevent any visible accumulation of soil in carpeted areas, a tank vacuum with crevice tool and brush attachment shall be used.

Town Hall occupied offices carpeted area shall be shampooed twice a year and scheduled with the Town's staff at no additional cost.

Town Hall occupied offices with VCT flooring shall be buffed and waxed quarterly per year and scheduled with the Town's staff at no additional cost.

Prior to begin buffing, the floor surface shall be broom swept, and/or dry mopped. The spray buff solution shall be prepared according to the product specifications. The floor finish shall be of the type already on the floor.

For other flooring surfaces, floor shall be broom swept, dry or wet mopped as instructed by Town's staff. Neutral detergent solutions shall be used to remove all soil and non-permanent stains. The detergent solution shall be changed periodically and remain clear, and the area being mopped shall be rinsed with clear water. Chairs, trash receptacles, etc. shall be tilted or moved to mop underneath. There shall be no splash marks or streaks on furniture, walls, baseboards, etc. Proper signage should be displayed to warn any slippery or hazardous conditions and must strictly be in use at all times while wet mopping.

H. Restrooms

Washrooms, restrooms, toilets, sinks, wash bowls, and showers shall be cleaned with a germicidal cleaning solution.

Both the inside and outside service of water closets and seats shall be cleaned to remove all rust, discoloration, odors, and water stains. Tanks of a low tank water closet shall be cleaned on exterior surfaces only.

Urinals shall be cleaned to remove rust, discoloration, odors, and stains. The cleaning solutions shall be flushed through the trap to reduce accumulation of scale. Urinal blocks shall be placed in the urinals as needed.

Wash bowls shall be cleaned to remove all rust, discoloration, stains, odors, and scale. Abrasive cleaners should not be applied to fittings. Fittings shall be dry polished. Water from cleaning shall not be allowed to get between the fixtures and the wall.

Slop or service sinks shall be cleaned to remove rust and scale.



H. Restrooms (Continued)

Mirrors shall be cleaned to remove all trace of film or smudge.

Toilet room floors shall be scrubbed, mopped, and rinsed until free of soap solution. In no instance shall a hose or stream of water be used to wash floors. Toilet room floors shall be deep scrubbed cleaned twice a year at no additional cost and scheduled with Town staff.

Toilet room walls, partitions, and woodwork with washable surfaces shall be cleaned in their entirety. Non-washable surfaces shall be spot cleaned. Surface washing shall remove accumulation of dirt, streaks, and defacing marks.

Servicing devices in rest rooms shall be inspected, re-supplied, and maintained for use. Paper towel waste receptacle shall be emptied. Dispensers for paper towels, toilet paper and hand soap shall be filled, cleaned, and kept a minimum of one quarter full.

I. Dusting

Use a lightly treated dust cloth, lightly treated handheld dusting tool, lamp tools, dusting tools, tank vacuum with dusting adjustments, or combinations of these dusting tools to remove dust, lint, litter, dry soil, etc. from all surfaces below seven feet (7') from the floor surface. Items on furniture tops shall be dusted and replaced; however, paper shall not be disturbed. After dusting is completed, all such surfaces including cracks, corners, vents, shall have a uniform appearance free from streaks, smudges, dust, lint, litter, etc. Dusting shall be accompanied by removal of the soil from the area, not by rearranging from one surface to another.

Removal of dust, cobwebs, oily film, etc. from wall fixtures and surfaces above seven feet (7') from the floor should also be done as needed.

J. Drinking Fountains

Use a spray bottle of germicidal detergent, sponge or cloth, small percolator brush, abrasive pad, and a lotion cleaning to remove all obvious soils, streaks, smudges, etc. from the drinking fountains and cabinets. Then disinfect all porcelain and polished metal surfaces including the orifices and drains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious removable soil.

K. Floor Stripping

Stripping of the Town Facilities shall be done twice a year and scheduled with Town staff. Stripping shall be defined as the complete removal without damage to the floor surfaces, of all finishes and/or sealer from all visible floor surfaces, and from those floor surfaces, which can be exposed, by the removal of non-fixed furnishings.

Stripping shall also include the complete removal of marks, scuff stains, etc., except in cases in which there is damage to the floor surface itself. Stripping chemicals shall be used in accordance with the direction of the manufacturer and in accordance with the type of floor. All floor surfaces to which stripper has been applied, shall be thoroughly rinsed with clean water.



K. Floor Stripping (Continued)

Refinishing shall be defined as the proper application (as per manufacturer's recommendations and instructions) of at least two (2) coats of finish to all high traffic areas, and one coat of finish to areas receiving low traffic. After the finish has dried, the reflection shall be uniform with no visible streaks, rolls, etc.

No stripping solution or finish shall remain on the base boards, doors, or other non-floor surfaces. Any wax, sealer or refinishing agent used, must be of a non-skid nature. Proper signage must be displayed to warn any slippery or hazardous conditions during the work and until the finish is thoroughly dry.

L. Cleaning of Interior Glass

Cleaning of interior glass shall include all surfaces of all interior glass windows and shall be the complete removal of all smudges, tape, oily film, and other types of soil from all glass interior partition walls, doors, displays, and other glass areas. This will include both side of the glass.

A glass cleaning chemical, window squeegee tool, rubber blade, and clean cloth shall be used. After cleaning the glass, areas shall be free of dust, smudges, oily film, etc. Cleaner splash and drip marks shall be removed from all adjacent surfaces.

M. Conference Rooms and Council Chambers

Throughout the Cutler Bay Town Center there are conference rooms and the Town's Council Chambers which are used for conducting meetings with the public. The routine scheduled cleaning of these rooms may have to be re-scheduled from time to time to accommodate these meetings so that the room will be clean for use. Cleanings of these rooms will require the complete wipe down of individual conference chairs and conference table surfaces.

The Contractor's supervisor should check on a weekly basis with the Town's staff for the scheduling of these rooms to find out the times and dates of meetings. The routine cleaning can then be re-scheduled to accommodate these times and dates.

N. Wall Mounted Items

Items that are mounted on the wall such as photographs, or clocks, shall be considered room fixtures and should be appropriately cleaned as needed.

O. Facility Requirements

The following outline indicates the minimal requirements that are to be performed by the Contractor's employees. Indicated are the types of tasks to be performed and the frequency that the tasks are to be performed.

This is intended to indicate the minimal requirements. The actual work involved may not be limited to this list. In addition to this list, the Contractor shall provide whatever services are required to properly maintain the facilities.



O. Facility Requirements (Continued)

This list may be amended from time to time as necessary. These are the general conditions and are subject to change as needed:

Key: D = Daily | W = Weekly | M = Monthly | A = Annually | Q = Quarterly | TW = Twice a Week | TM = Twice a Month | TY= Twice a Year | N = As Needed | R = As Requested

CLEANING	Frequency
Town's break room: refrigerators, microwaves, small appliances	W
Empty recycle containers	D
Empty waste containers	D
Replacement of liners in trash cans	D
Carpet vacuum	D
Carpet shampoo – town hall offices	TY
VCT buffing and waxing – town hall offices	Q
Floor sweeping / mopping	D
Cleaning walk-off mats	D
Stairwell cleaning	D

RESTROOMS	Frequency
Water closets	TD
Urinals, lavatories	TD
Mirrors	TD
Toilet room floors	TD
Partitions and wood works spot cleaning	TD
Empty waste containers	TD
Filling all dispensers/servicing devices	TD
Cleaning of stalls	TD
Service sinks	TD

DUSTING	Frequency
All surfaces and fixtures below 7 ft.	D
All surfaces and fixtures above 7 ft.	N

DRINKING FOUNTAINS	Frequency
Cleaning	D

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FLOOR STRIPPING	Frequency
Town center lobby area	TY
Town center exterior entrance	TY
Restrooms' floors	TY

INTERIOR GLASS	Frequency
Glass cleaning	D

CONFERENCE ROOMS AND COUNCIL CHAMBERS	Frequency
Routine cleaning	TW - N

WALL MOUNTED ITEMS	Frequency
Cleaning	N

II.II SCHEDULE

Contractor will complete the work items outlined in Scope of Services after regular business hours, beginning at 6:00 PM (EST) and completed by 5:00 AM (EST). A "Notice to Proceed" from the Town will be issued once the scope, schedule and cost for the work has been determined and provided by the Contractor and approved by the Town. The Contractor is responsible for coordinating cleaning services with Town Hall building schedule.

II.III CONTRACTOR USE OF SITE AND PREMISES

Contractor's employees are not to use Town equipment (i.e., coffee urns, typewriters, adding machines, copiers, radios, telephones, machinery, etc.) for any reason unless approved in writing by the Town's staff.

All Contractor's employees shall be in uniform with identifying company logo or identification badge (clearly displayed) and shall maintain a neat and orderly appearance.

Facility keys or any other means of access shall not be identified by either Town name or address. Keys shall be tagged with a numerical code known only to the Janitorial Operations Management Staff.

All windows and doors shall be locked during the cleaning operations and when leaving the building following completion of the cleaning activities. If an office door is found locked, relock it upon completion of cleaning; if the door is not locked, do not lock it upon completion of cleaning.

Unauthorized personnel shall not be permitted to enter any Town's facilities.

A list of employees' names shall be provided to the Town prior to commencement of work.

Contractor must furnish an on-site supervisor (English speaking), who must be present at any time Contractor's staff is working in the facilities.



II.IV SPECIFIC INSTRUCTIONS REGARDING AFTER HOUR MEETINGS

After hour events occur periodically at Town Hall. Town staff will provide the Contractor with a monthly schedule of upcoming events, which will require a schedule change of the janitorial maintenance services. Proper coordination on the part of the Contractor is mandatory. These events may include but are not limited to Council meetings, workshops, and other public meetings.

II.V REQUEST FOR PRICE OF OPTIONAL SERVICES

The Contractor will include a separate cost per unit for the following optional services in their proposals:

- A. Spray buff of resilient floors – (S.F. costs)
- B. Floor stripping, waxing and sealing (S.F. costs)
- C. Carpet shampooing and rinsing (deep extraction method) (S.F.)
- D. Upholstery shampooing – (per seat)
- E. Pressure cleaning – (S.F. costs)

NOTE: Contractor's prices for the above-mentioned services will remain fixed and firm for the entire term of the Contract. Additionally, Contractor agrees to provide any or all of the above-mentioned services upon no less than forty-eight (48) hours' notice from the Town.

II.VI UNOCCUPIED SPACE

The Town will not pay for unoccupied space. Offices that are unoccupied will have a marker placed on the office door to notify the Contractor that the office is unoccupied.

The monthly cost per square-foot is based on the total "occupied" square footage. The monthly fee may be adjusted on a pro-rated basis for unoccupied space.

II.VII ENVIRONMENTAL PROVISIONS

Energy conservation and recycling are issues of great concern to the Town. To this end, Contractor agrees to the following:

- a. Leave only designated night-lights burning upon departure.
- b. The contractor will strive to use the lowest tax Town/volatility products available that will perform adequately. Cleaners/disinfectants/deodorizers should not generate strong odors.
- c. Maximize extraction of pollutants: Use HEPA vacuums or Micro-filters with high efficiency particulate filter bags with filters retaining particles sizes below one (1) micron. Always use a damp cloth when dusting.
- d. Replace existing Volatile Organic Compounds (VOC) -based cleaning products with water-based solutions.
- e. Maintain the separation of trash and designated recyclables, and deposit each in the appropriate containers and/or dumpsters.



II.VII ENVIRONMENTAL PROVISIONS (Continued)

- f. Follow all label instructions on all cleaning and disinfecting products.
- g. Dispose of all cleaning products or rinse water in the janitorial sinks.

II.VIII ADDITIONAL REQUIREMENTS

- a. A 24-hour contact person and phone number is required to be on file with the Town.
- b. One week's notice shall be given to the Town's Representative prior to special cleaning.
- c. Contractor's assigned supervisory staff must be able to communicate fluently in English, including writing.

II.IX INSURANCE REQUIREMENTS

Throughout the term of this Contract, Successful Proposer or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

A. Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with minimum limits of \$500,000.00 each accident.

B. General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. This policy of insurance shall be written in an "occurrence" based format.

C. Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

D. Professional Liability

Professional Liability Errors and Omissions insurance coverage in an amount not less than \$1,000,000.00.



II.IX INSURANCE REQUIREMENTS (Continued)

E. General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the Town receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, Town may, at their sole option terminate this Agreement effective on the date of such lapse of insurance.

Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the Town of Cutler Bay and its Officers, Agents, Employees and Council Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

Town of Cutler Bay
Attention: Office
Office of the Town Clerk
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposers Proposal Package. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit revised Certificate of Insurance naming the Town of Cutler Bay as additional insured for all liability policies.

II.X INSURANCE COMPANY AND AGENT

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of AB or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.



II.XI SAFETY

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Job site safety provisions shall conform to U.S. Department of Labor (OSHA) standards and all other applicable Federal, State, County, and Local laws, ordinances, codes, and regulations. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The Town reserves the right, but is not obligated, to make safety inspections at any time the successful Proposer is on Town property and to ensure safety rules are not being violated.

II.XII PUBLIC ENTITY CRIMES STATEMENT

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 Proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

II.XIII DRUG-FREE WORKPLACE PROGRAMS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

II.XIV DIRECTION, INSPECTION AND PAYMENT

a. Direction

The work will be conducted under the general direction of the Town Manager or his designee and is subject to inspection by his appointed inspectors to ensure compliance with the terms of the Contract. No inspector is authorized to change any provision of the specifications without written authorization of the Town Manager or his designee nor shall the presence of an inspector relieve the Contractor from any requirements of the Contract.

b. Inspection

The Town's Manager's representative will make final inspection of the work covered by this Contract when it is completed and finished in all respects in accordance with specifications and must be approved before payment is made. Failure in the Contractor's responsibility as outlined will result in payment withholding until compliance is received and approval granted.



II.XIV DIRECTION, INSPECTION AND PAYMENT (Continued)

c. Payment

Contractor shall submit invoices on or about the first of each month for work completed in the previous month under provision of this Contract. Invoices will be verified by checking them against Landscape Maintenance Report forms that were approved for payment during the time period being invoiced. The Town shall pay the Contractor pursuant to the Florida Prompt Payment Act.

[END OF SECTION]



Section III

III.I RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

Six (6) signed (one (1) original and five (5) photocopies) plus one (1) USB containing all documents submitted. Responses shall be submitted in one (1) sealed package, clearly marked on the outside "RFP No. 23-01 PROFESSIONAL JANITORIAL MAINTENANCE SERVICES". The outside of the sealed envelope shall also show the name of the primary Contractor.

All sealed proposal submittal packages must be received at the receptionist's desk in the Town Hall lobby located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, by 4:00 PM (EST) on **February 24, 2023** at which time their receipt will be publicly documented by the Town Clerk or his designee(s).

All Responses must be received by the Town Clerk by the due date and time. All Responses received after the due date and time will not be considered.

III.II RESPONSE /PROPOSAL SUBMITTAL PACKET PREPARATION

Each respondent shall submit six (6) signed responses (one (1) original and five (5) bound paper copies, plus one (1) electronic copy on USB flash drive). Each proposal response shall be limited to twenty (20) pages (paper size 8.5"x11", printed on only one (1) side of the paper, single or larger spacing, font size not less than 11) excluding any certificates, appendices and copies of professional licenses and certifications. The sections shall follow the order given on the following pages. The twenty (20) page limit is for items listed below. No material other than that listed in this section shall be included in the response submittal package.

- A **one (1) page** cover letter indicating the respondent's interest in providing the services to the Town and a statement on why the respondent should be selected for the award. The letter shall include the name of the respondent and those of the sub-contractors (if any), explanation of the type of contractual agreement between them, if different from that of the prime and sub-contractor. A representative who is authorized to contractually bind the respondent shall sign this letter.
- A **one (1) page** table of contents identifying the sections and page numbers.
- A **one (1) page** organization chart identifying key professionals, their area(s) of responsibility and extent of their availability, as well as contact information.
- **Up to three (3) page** history of key employees who are with the organization and participating on the Team assigned to the Town for the specified scope of services.
- **Up to three (3)**, one (1) page resumes of the persons, including the principal, which will be assigned to the Team assigned to the Town for the specified services.
- **Up to a three (3) page** narrative describing: **Capabilities**
 - Please provide a history of the company, including location of the office(s) from which the work will be performed and the primary contact persons for the engagement.



III.II RESPONSE /PROPOSAL SUBMITTAL PACKET PREPARATION (Continued)

- Discuss the structure of your organization. If a private firm, state whether it is a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the organization has been in business under the current business name, as well as any aliases, and previous business names.
- Discuss your company's capabilities and the scope of services it will provide the Town, as well as methodology.
- **Up to four (4) pages describing: Experience**
 - Provide a summary table for the municipalities that your company served as janitorial maintenance services provider for during the past five (5) years. Must also indicate feedback or reviews received from those municipalities and whether they would recommend your organization for professional janitorial maintenance services.
 - Discuss your knowledge of the Town and specify if your firm has previously worked with the Town in the past. Please provide specific details.
 - Provide a table summarizing financing ideas/proposals submitted by your firm to the Town over the last 24 months.
 - For at least three (3) clients who are located in the State of Florida, discuss instances where your company generated savings, or otherwise added value to your client's organization.
- **Up to three (3), one (1) page copies of any press releases, news articles, professional profiles, client commendations, awards and/or honors.**

III.IV PROPOSAL RESPONSE EVALUTATION CRITERIA

The selection committee will evaluate the Responses based on the criteria listed below. The points assigned to each criterion are also given:

- Contractor's experience for the past ten (10) years, working with municipalities within the State of Florida (40 points).
- Credentials and accomplishments of the Contractor's management staff. (40 points).
- Contractor's Employee Training and Safety Programs. (15 points).
- Compliance with the Response preparation and submission requirements (05 points).



III.IV PROPOSAL RESPONSE EVALUTATION CRITERIA (Continued)

	<u>Maximum Points</u>
Proposer Experience / Municipal Experience	40
Management Staff Credentials & Accomplishments	40
Employee Training and Safety Programs	15
Compliance with Submission Requirements	05
TOTAL	<hr/> 100

[END OF SECTION]



SECTION IV

Town of Cutler Bay Professional Janitorial Maintenance Services Agreement (RFP No. 23-01)

THIS AGREEMENT is made this ____ day of _____, 2023 by and between the Town of Cutler Bay, Florida (the "Town") and _____ (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1. SCOPE OF SERVICES

The Town is interested in obtaining proposals from qualified, licensed, and bonded Contractors to provide Professional Janitorial Maintenance Services as described in the scope of services listed below. The work consists of furnishing all labor, machines, equipment, tools, materials, supplies, service, and supervision necessary to perform nightly cleaning of offices, and common areas of Town Hall Offices in order to maintain in a neat, clean, and orderly condition. All labor and materials must be in compliance with all Local, State, Federal and OSHA standards.

The Town Hall Offices that will require janitorial maintenance service are located within the Cutler Bay Town Center 10720 Caribbean Blvd., Cutler Bay, Florida 33189, totaling 22,862 square feet. The office suite numbers are listed below with their approximate square footage:

#	Suite No.	Location	Approx. Square Footage
1.	105	First Floor	9,307
2.	115	First Floor	3,148
3.	200	Second Floor	5,008
4.	210	Second Floor	1,467
5.	220	Second Floor	1,055
6.	225	Second Floor	736
7.	230	Second Floor	1,928
8.	440	Fourth Floor	902
9.	530	Fifth Floor	1,000

IMPORTANT NOTE: The above indication of approximate squared footage does not eliminate the need for the Contractor's onsite inspection.

2. SUPERVISION

Contractor shall provide trained and qualified supervisors capable of providing the necessary work in accordance with the required standards. Supervisors shall be literate and fluent in English language, able to read chemical labels, job instructions, signs and converse with Town staff and patrons as necessary.



3. PERSONNEL

Contractor's employees shall be neat, clean, and courteous; properly uniformed and conduct themselves in a respectable manner while performing their duties within Town property.

Employees, including supervisors, shall wear a distinctive uniform, which the Contractor shall supply. Employees shall wear a picture identification badge, specifying the name of the employee and the Contractor. The Town may request removal of any employee not properly uniformed.

Employees shall be able to read, write and fully communicate in English.

The Contractor shall provide the Town with a list of all personnel assigned to the contract, along with emergency telephone numbers. Only Contractor's authorized employees will be allowed on the Town's facilities.

4. UNAUTHORIZED PERSONNEL

Contractor's employees are not to be accompanied in their work by any acquaintances, family member, children, or any other person unless the person is an authorized Contractor's employee.

5. BACKGROUND CHECK

A criminal background check report for all personnel assigned to the Contract must be presented to the Town at the expense of the Contractor.

6. CONDUCT

The Town reserves the right to request the removal of any Contractor's employees from the Town's facilities for reasonable cause. Such causes shall include, but are not limited to the following:

- h) Wearing inappropriate clothing.
- i) Engaging in loud or unworkmanlike conduct.
- j) Unauthorized use, disposition and/or misrepresentation of Town and/or personal properties.
- k) Engaging in unlawful or unauthorized acts.
- l) Misrepresentation of facts.
- m) Failure to meet acceptable standards of personal cleanliness.
- n) Violation of any rules as stated in this contract.



7. EQUIPMENT, MATERIALS, AND SUPPLIES

The Town shall provide the Contractor adequate storage areas for equipment and the supply of products to be used at the specific facilities where the storage is provided. The storage area shall be kept clean and orderly at all times. All equipment and materials stored shall be segregated by type. No toxic chemicals and/or combustible substances shall be stored within the area. All soiled and/or oily cleaning cloths shall be stored in metal containers with closed lids. Mops shall be rinsed and hanged so as to dry after each period of use. All cleaners and paper products shall be neatly stacked on shelves or within the original issued containers.

The Town shall not be liable for the loss or damage or any stored equipment or materials the Contractor stores within the Town's facilities.

Contractor shall furnish materials that include but are not limited to cleaners, disinfectants, polishes, stripping material, plastic trash can liners of appropriate sizes, multifold paper towels, janitorial paper towel rolls, toilet paper, liquid soap, liners, urinal blocks, baby station pads, and any other custodial products required to fulfill the intent of the contract.

Contractor shall replenish janitorial supplies, on an "as-needed" basis.

Contractor is required to have at least three (3) day supply of all items in the janitorial closet.

All products furnished and/or used in the performance of any task shall follow EPA, OSHA, and manufacturer safety environmental protective requirements. The use of any product which causes damage to property or injury to persons or as otherwise restricted by law is prohibited.

The materials furnished by Contractor shall be of the most suitable grade for the purpose, be low odor, and environmentally friendly. Contractor shall supply the Material Safety Data Sheet of all products to be used.

Contractor shall furnish all equipment and tools necessary to properly perform the work defined in the Contract. All electrical equipment used by the Contractor shall meet all safety requirements and must operate using existing building/facility's circuit voltages.

Contractor's employees are not to use Town equipment (i.e., coffee urns, typewriters, adding machines, copiers, radios, telephones, machinery, etc.) for any reason unless approved in writing by Town staff.

8. CLEANING

The Contractor's employees will not be responsible for cleaning personal items such as coffee cups, mugs, plates, and/or utensils. The Contractor will be required to clean weekly refrigerators, microwaves, and other small appliances in the Town's staff break room and the Town Council Chambers (including the Executive Conference Room).

All recycle containers shall be emptied into a designated recycling dumpster or receptacle. Plastic liners should be used for the containers; however, plastic bags or liners shall not make their way into the recycle stream as they are not accepted and are considered contaminants. Additional items not accepted as recyclables include food waste, films, plastic bags, plastic wrap, or foam cups and containers.



8. CLEANING (Continued)

All wastebaskets and other trash containers inclusive of building exterior receptacle shall be emptied into designated trash dumpsters and returned to their initial location. Receptacles themselves shall be cleaned.

Items placed near a trash receptacle and marked "TRASH", shall be removed.

Trash and recycling dumpster/bins are located adjacent to the Cutler Bay Town Center. Trash shall be carefully placed in the dumpster container to avoid spillage. In the event of spillage by the Contractor's employees, the Contractor will be responsible for the cleaning of the area. All trashcans shall be replaced with new liners after each disposal of trash from the containers.

Prior to carpet floors being completely vacuumed, carpet area shall be checked to remove all surface litter, such as paper, gum, rubber bands, paper clips, etc. Chairs and trash receptacles shall be tilted or moved where necessary to vacuum underneath. An up-right carpet vacuum shall be used to vacuum surface and embedded grit from all areas. Additionally, as necessary, to prevent any visible accumulation of soil in carpeted areas, a tank vacuum with crevice tool and brush attachment shall be used.

Town Hall occupied offices carpeted area shall be shampooed twice a year and scheduled with the Town's staff at no additional cost.

Town Hall occupied offices with VCT flooring shall be buffed and waxed quarterly per year and scheduled with the Town's staff at no additional cost.

Prior to begin buffing, the floor surface shall be broom swept, and/or dry mopped. The spray buff solution shall be prepared according to the product specifications. The floor finish shall be of the type already on the floor.

For other flooring surfaces, floor shall be broom swept, dry or wet mopped as instructed by Town's staff. Neutral detergent solutions shall be used to remove all soil and non-permanent stains. The detergent solution shall be changed periodically and remain clear, and the area being mopped shall be rinsed with clear water. Chairs, trash receptacles, etc. shall be tilted or moved to mop underneath. There shall be no splash marks or streaks on furniture, walls, baseboards, etc. Proper signage should be displayed to warn any slippery or hazardous conditions and must strictly be in use at all times while wet mopping.

9. RESTROOMS

Washrooms, restrooms, toilets, sinks, wash bowls, and showers shall be cleaned with a germicidal cleaning solution.

Both the inside and outside service of water closets and seats shall be cleaned to remove all rust, discoloration, odors, and water stains. Tanks of a low tank water closet shall be cleaned on exterior surfaces only.

Urinals shall be cleaned to remove rust, discoloration, odors, and stains. The cleaning solutions shall be flushed through the trap to reduce accumulation of scale. Urinal blocks shall be placed in the urinals as needed.



9. RESTROOMS (Continued)

Wash bowls shall be cleaned to remove all rust, discoloration, stains, odors, and scale. Abrasive cleaners should not be applied to fittings. Fittings shall be dry polished. Water from cleaning shall not be allowed to get between the fixtures and the wall.

Slop or service sinks shall be cleaned to remove rust and scale.

Mirrors shall be cleaned to remove all trace of film or smudge.

Toilet room floors shall be scrubbed, mopped, and rinsed until free of soap solution. In no instance shall a hose or stream of water be used to wash floors. Toilet room floors shall be deep scrubbed cleaned twice a year at no additional cost and scheduled with Town staff.

Toilet room walls, partitions, and woodwork with washable surfaces shall be cleaned in their entirety. Non-washable surfaces shall be spot cleaned. Surface washing shall remove accumulation of dirt, streaks, and defacing marks.

Servicing devices in rest rooms shall be inspected, re-supplied, and maintained for use. Paper towel waste receptacle shall be emptied. Dispensers for paper towels, toilet paper and hand soap shall be filled, cleaned, and kept a minimum of one quarter full.

10. DUSTING

Use a lightly treated dust cloth, lightly treated handheld dusting tool, lamp tools, dusting tools, tank vacuum with dusting adjustments, or combinations of these dusting tools to remove dust, lint, litter, dry soil, etc. from all surfaces below seven feet (7') from the floor surface. Items on furniture tops shall be dusted and replaced; however, paper shall not be disturbed. After dusting is completed, all such surfaces including cracks, corners, vents, shall have a uniform appearance free from streaks, smudges, dust, lint, litter, etc. Dusting shall be accompanied by removal of the soil from the area, not by rearranging from one surface to another.

Removal of dust, cobwebs, oily film, etc. from wall fixtures and surfaces above seven feet (7') from the floor should also be done as needed.

11. DRINKING FOUNTAINS

Use a spray bottle of germicidal detergent, sponge or cloth, small percolator brush, abrasive pad, and a lotion cleaning to remove all obvious soils, streaks, smudges, etc. from the drinking fountains and cabinets. Then disinfect all porcelain and polished metal surfaces including the orifices and drains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious removable soil.

12. FLOOR STRIPPING

Stripping of the Town Facilities shall be done twice a year and scheduled with Town staff. Stripping shall be defined as the complete removal without damage to the floor surfaces, of all finishes and/or sealer from all visible floor surfaces, and from those floor surfaces, which can be exposed, by the removal of non-fixed furnishings.



12. FLOOR STRIPPING (Continued)

Stripping shall also include the complete removal of marks, scuff stains, etc., except in cases in which there is damage to the floor surface itself. Stripping chemicals shall be used in accordance with the direction of the manufacturer and in accordance with the type of floor. All floor surfaces to which stripper has been applied, shall be thoroughly rinsed with clean water.

Refinishing shall be defined as the proper application (as per manufacturer's recommendations and instructions) of at least two (2) coats of finish to all high traffic areas, and one coat of finish to areas receiving low traffic. After the finish has dried, the reflection shall be uniform with no visible streaks, rolls, etc.

No stripping solution or finish shall remain on the base boards, doors, or other non-floor surfaces. Any wax, sealer or refinishing agent used, must be of a non-skid nature. Proper signage must be displayed to warn any slippery or hazardous conditions during the work and until the finish is thoroughly dry.

13. CLEANING OF INTERIOR GLASS

Cleaning of interior glass shall include all surfaces of all interior glass windows and shall be the complete removal of all smudges, tape, oily film, and other types of soil from all glass interior partition walls, doors, displays, and other glass areas. This will include both side of the glass.

A glass cleaning chemical, window squeegee tool, rubber blade, and clean cloth shall be used. After cleaning the glass, areas shall be free of dust, smudges, oily film, etc. Cleaner splash and drip marks shall be removed from all adjacent surfaces.

14. CONFERENCE ROOMS AND COUNCIL CHAMBERS

Throughout the Cutler Bay Town Center there are conference rooms and the Town's Council Chambers which are used for conducting meetings with the public. The routine scheduled cleaning of these rooms may have to be re-scheduled from time to time to accommodate these meetings so that the room will be clean for use. Cleanings of these rooms will require the complete wipe down of individual conference chairs and conference table surfaces.

The Contractor's supervisor should check on a weekly basis with the Town's staff for the scheduling of these rooms to find out the times and dates of meetings. The routine cleaning can then be re-scheduled to accommodate these times and dates.

15. WALL MOUNTED ITEMS

Items that are mounted on the wall such as photographs, or clocks, shall be considered room fixtures and should be appropriately cleaned as needed.



16. FACILITY REQUIREMENTS

The following outline indicates the minimal requirements that are to be performed by the Contractor’s employees. Indicated are the types of tasks to be performed and the frequency that the tasks are to be performed.

This is intended to indicate the minimal requirements. The actual work involved may not be limited to this list. In addition to this list, the Contractor shall provide whatever services are required to properly maintain the facilities.

This list may be amended from time to time as necessary. These are the general conditions and are subject to change as needed:

Key: D = Daily | W = Weekly | M = Monthly | A = Annually | Q = Quarterly | TW = Twice a Week | TM = Twice a Month | TY= Twice a Year | N = As Needed | R = As Requested

CLEANING	Frequency
Town’s break room: refrigerators, microwaves, small appliances	W
Empty recycle containers	D
Empty waste containers	D
Replacement of liners in trash cans	D
Carpet vacuum	D
Carpet shampoo	TY
VCT buffing and waxing	Q
Floor sweeping / mopping	D
Cleaning walk-off mats	D
Stairwell cleaning	D

RESTROOMS	Frequency
Water closets	TD
Urinals, lavatories	TD
Mirrors	TD
Toilet room floors	TD
Partitions and wood works spot cleaning	TD
Empty waste containers	TD
Filling all dispensers/servicing devices	TD
Cleaning of stalls	TD
Service sinks	TD

DUSTING	Frequency
All surfaces and fixtures below 7 ft.	D
All surfaces and fixtures above 7 ft.	N



DRINKING FOUNTAINS	Frequency
Cleaning	D

FLOOR STRIPPING	Frequency
Town center lobby area	TY
Town center exterior entrance	TY
Restrooms' floors	TY

INTERIOR GLASS	Frequency
Glass cleaning	D

CONFERENCE ROOMS AND COUNCIL CHAMBERS	Frequency
Routine cleaning	TW - N

WALL MOUNTED ITEMS	Frequency
Cleaning	N

17. SCHEDULE

Contractor will complete the work items outlined in Scope of Services after regular business hours, beginning at 6:00 PM (EST) and completed by 5:00 AM (EST). A "Notice to Proceed" from the Town will be issued once the scope, schedule and cost for the work has been determined and provided by the Contractor and approved by the Town. The Contractor is responsible for coordinating cleaning services with Town Hall building schedule.

18. CONTRACTOR USE OF SITE AND PREMISES

Contractor's employees are not to use Town equipment (i.e., coffee urns, typewriters, adding machines, copiers, radios, telephones, machinery, etc.) for any reason unless approved in writing by the Town's staff.

All Contractor's employees shall be in uniform with identifying company logo or identification badge (clearly displayed) and shall maintain a neat and orderly appearance.

Facility keys or any other means of access shall not be identified by either Town name or address. Keys shall be tagged with a numerical code known only to the Janitorial Operations Management Staff.

All windows and doors shall be locked during the cleaning operations and when leaving the building following completion of the cleaning activities.



18. CONTRACTOR USE OF SITE AND PREMISES (Continued)

If an office door is found locked, relock it upon completion of cleaning; if the door is not locked, do not lock it upon completion of cleaning.

Unauthorized personnel shall not be permitted to enter any Town's facilities.

A list of employees' names shall be provided to the Town prior to commencement of work.

Contractor must furnish an on-site supervisor (English speaking), who must be present at any time Contractor's staff is working in the facilities.

19. SPECIFIC INSTRUCTIONS REGARDING AFTER HOUR MEETINGS

After hour events occur periodically at Town Hall. Town staff will provide the Contractor with a monthly schedule of upcoming events, which will require a schedule change of the janitorial maintenance services. Proper coordination on the part of the Contractor is mandatory. These events may include but are not limited to Council meetings, workshops, and other public meetings.

20. REQUEST FOR PRICE OF OPTIONAL SERVICES

The Contractor will include a separate cost per unit for the following optional services in their proposals:

- A. Spray buff of resilient floors – (S.F. costs)
- B. Floor stripping, waxing and sealing (S.F. costs)
- C. Carpet shampooing and rinsing (deep extraction method) (S.F.)
- D. Upholstery shampooing – (per seat)
- E. Pressure cleaning – (S.F. costs)

NOTE: Contractor's prices for the above-mentioned services will remain fixed and firm for the entire term of the Contract. Additionally, Contractor agrees to provide any or all of the above-mentioned services upon no less than forty-eight (48) hours' notice from the Town.

21. UNOCCUPIED SPACE

The Town will not pay for unoccupied space. Offices that are unoccupied will have a marker placed on the office door to notify the Contractor that the office is unoccupied.

The monthly cost per square-foot is based on the total "occupied" square footage. The monthly fee may be adjusted on a pro-rated basis for unoccupied space.

22. ENVIRONMENTAL PROVISIONS

Energy conservation and recycling are issues of great concern to the Town. To this end, Contractor agrees to the following:

- a. Leave only designated night-lights burning upon departure.



22. ENVIRONMENTAL PROVISIONS (Continued)

- b. The contractor will strive to use the lowest tax Town/volatility products available that will perform adequately. Cleaners/disinfectants/deodorizers should not generate strong odors.
- c. Maximize extraction of pollutants: Use HEPA vacuums or Micro-filters with high efficiency particulate filter bags with filters retaining particles sizes below one (1) micron. Always use a damp cloth when dusting.
- d. Replace existing Volatile Organic Compounds (VOC) -based cleaning products with water-based solutions.
- e. Maintain the separation of trash and designated recyclables, and deposit each in the appropriate containers and/or dumpsters.
- f. Follow all label instructions on all cleaning and disinfecting products.
- g. Dispose of all cleaning products or rinse water in the janitorial sinks.

23. ADDITIONAL REQUIREMENTS

- a. A 24-hour contact person (and phone number) is required to be on file with the Town.
- b. One week's notice shall be given to the Town's Representative prior to special cleaning.
- c. Contractor's assigned supervisory staff must be able to communicate fluently in English, including writing.

24. COMPENSATION

For all Professional Janitorial Maintenance Services provided by the firm of this Agreement, Contractor shall be compensated pursuant to a pre-negotiated professional services fee schedule (Exhibit "A").

The Contractor shall provide any such backup documentation, including staff time records, requested by the Town to support the amounts invoiced to the Town for the Professional Janitorial Maintenance Services specified herein. The Town shall pay the Contractor for all approved invoices, no later than thirty (30) calendar days from the date of approval by the Town Manager of the invoice.

25. TERM

This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional one (1) year terms (the "Renewal Option"). This Renewal Option may be exercised at the sole discretion of the Town Manager.



25. TERM (Continued)

Such Renewal Option(s) shall be effective upon written notice from the Town Manager to the Contractor no later than thirty (30) days prior to the date of termination of the initial term or the applicable Renewal Option term. Contractor agrees that time is of the essence and Contractor shall perform and complete the Work within the time frames set forth in the RFQ and as provided in this Agreement, unless extended by the Town Manager.

26. PROTECTION OF PROPERTY AND THE PUBLIC SAFETY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement as follows:

- a. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the Work sites, and shall comply with all applicable provisions of Federal, State, and Local laws, including, but not limited to the requirements of the Occupational Safety and Health Act (OSHA) of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.

27. INDEMNIFICATION

- a. The parties agree that one percent (1%) of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section and in the Terms and Conditions.
- b. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against any and all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any acts or omission of Contractor, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

28. AGREEMENT DOCUMENTS

The following documents shall, by this reference, be incorporated and made a part of this Agreement:

- A. Request for Proposals (RFP No. 23-01) for Professional Janitorial Maintenance Services;
- B. All Addendums issued to the RFP;
- C. Professional Janitorial Maintenance Services Agreement;



28. AGREEMENT DOCUMENTS (Continued)

- D. Proposal of Contractor;
- E. Detailed Specifications;
- F. Proposal Statement;
- G. Indemnification Clause;
- H. Non-Collusive Affidavit;
- I. Drug-Free Workplace Form;
- J. Public Entity Crime Form;
- K. Addendum Acknowledgement Form;
- L. Anti-Kickback Affidavit;
- M. Proof of Insurance;
- N. Certification Regarding Scrutinized Companies;

29. CONTRACTOR'S EMPLOYEES

- a. The Contractor shall at all times have a competent English-speaking supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct, and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.
- b. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.
- c. Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Agreement.
- d. The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.
- e. All references in this Agreement to the Contractor shall include Contractor's employees or sub- Contractor(s), wherever applicable.

30. INSURANCE

The Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

- a. Worker's Compensation and Employer's Liability Insurance

Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.



30. INSURANCE (Continued)

b. Comprehensive Automobile and Vehicle Liability Insurance

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. Commercial General Liability

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or sub-contractor(s). The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent Contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

d. Professional Liability

Professional Liability Errors and Omissions insurance coverage in an amount not less than \$1,000,000.

e. Certificate of Insurance

Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.



30. INSURANCE (Continued)

f. Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each. All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

31. ASSIGNMENT AND AMENDMENT

No assignment by the Contractor of this Agreement or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a sub-contractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement. Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor has been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

32. TERMINATION

- a. The Town Manager, without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the Contractor, or immediately with cause if the Consultant defaults on any material term of this Agreement. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop all Work as of the date specified in the notice of termination, unless directed otherwise by the Town Manager.
- b. Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

33. GOVERNING LAW

The law of the State of Florida shall govern this Agreement and venue for, and any action shall be brought in Miami-Dade County, Florida. In the event of any litigation arising out of this Agreement or to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorneys' fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.



34. PUBLIC RECORDS LAW

The Town Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town. Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. Any compensation due to Contractor shall be withheld until all records are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Mauricio Melinu, Town Clerk

Mailing address: 10720 Caribbean Boulevard
Suite 105
Cutler Bay, FL 33189

Telephone number: (305) 234-4262

Email: mmelinu@cutlerbay-fl.gov



35. INSPECTION AND AUDIT

During the term of this Agreement and for three (3) years from the date of termination the Contractor shall allow Town representatives access, during reasonable business hours, to Contractor's and, if applicable, sub-contractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Consultant shall remit such payments to the Town.

36. SEVERABILITY

If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

37. WAIVER OF JURY TRIAL

The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

38. COUNTERPARTS

This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

39. INDEPENDENT CONTRACTOR

It is expressly agreed and understood that the Contractor shall be in all respects an independent Contractor as to Work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement.

All employees and sub-contractors of the Contractor shall be considered to be, at all times, the sole employees, or Contractors of Contractor, under its sole discretion and not an employee, Contractor or agent of the Town.

40. ACCIDENT PREVENTION AND REGULATIONS

Precautions shall be exercised at all times for the protection of persons and property. The Contractor and sub-contractor shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.



41. BACKGROUND CHECKS

The Contractor will be responsible for maintaining current background checks on all employees and sub-contractor(s) employees involved in the performance of this Work. Background checks must be performed prior to the performance of any Work by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.

42. LAWS, RULES & REGULATIONS

Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the Work and the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. At all times during the Term of this Agreement, the Contractor shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

43. POLICY OF NON-DISCRIMINATION

The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

44. NON-WAIVER

The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.

45. NOTICES

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

TOWN OF CUTLER BAY
Attn: Office of the Town Clerk
10720 Caribbean Blvd., Ste 105
Cutler Bay, Florida 33189

CONTRACTOR
Attn: _____

[SPACE LEFT INTENTIONALLY BLANK]



IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

TOWN OF CUTLER BAY, a Florida Municipal Corporation

By:

By:

Mauricio Melinu
Town Clerk

Rafael G. Casals, ICMA-CM, CFM
Town Manager

By:

Town Resolution No. __-__

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

By:

CONTRACTOR

Signed, sealed, and witnessed in the presence of:

By:

Print Name: _____

By:

Print Name: _____

Note: In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

[END OF SECTION]



SECTION V

V.I PROPOSAL REQUIREMENTS CHECKLIST

Proposer has attached all documents listed in the checklist as provided and any other pertinent information.

Appendices	Title	Form Attached?	
		Yes	No
-	Contractor's Proposal Package: Including one (1) original, five (5) copies and one (1) USB drive.		
-	Executed Professional Janitorial Maintenance Services Agreement.		
A	Proposal Confirmation		
B	Indemnification Clause		
C	Non-Collusive Affidavit		
D	Drug-Free Workplace Form		
E	Sworn Statement on Public Entity Crimes		
F	RFP Addendum Acknowledgement Form		
G	Anti-Kickback Affidavit		
H	Proof of Insurance		
I	Certification Regarding Scrutinized Companies		

[END OF SECTION]



APPENDIX A
Proposal Confirmation

In accordance with the requirements to provide Professional Janitorial Maintenance Services RFP No. 23-01 the undersigned submits the attached proposal.

The initial Contract period shall be for three (3) years with an option to renew annually not to exceed a maximum of three (3) years subject to appropriation of funds for the budget year applicable. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional one (1) year (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon written notice from the Town Manager to the Contractor received no later than thirty (30) days prior to the date of termination.

Proposer has examined the site and locality where the work is to be performed and is fully aware of the scope of work based on these requirements, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over Owner.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for Professional Janitorial Maintenance Services, RFP No. 23-01 to the Town of Cutler Bay with the full understanding of the Request for Proposals, General and Special Conditions and Detail Requirements and the entire Proposal Package.

Proposer's Signature

Date

Printed Name

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2023,
By _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Printed Name

[State of Florida at Large Notary Seal]



APPENDIX C

Non-Collusive Affidavit

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

_____ (Proposer/Contractor) being first duly sworn deposes and says that:

- a. S/he is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal;
- b. S/he is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c. Such Proposal is genuine and is not collusive or a "sham" Proposal;
- d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached 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 (Recipient), or any person interested in the proposed work;
- e. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By:

PROPOSER/CONTRACTOR

Signed, sealed, and witnessed in the presence of:

By:

By:

Print Name: _____

Print Name: _____



APPENDIX D

Drug-Free Workplace Form

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ (Business Name), does:

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

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

Proposer's Signature

Date

Printed Name



APPENDIX E

Sworn Statement on Public Entity Crimes
SECTION 287.133(3)(a), FLORIDA STATE STATUTES

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 the Town of Cutler Bay

By _____
Print Name and Title

For _____
Print Business Name Submitting Sworn Statement

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 Paragraph 287.133(1)(9)(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 the United States, including, but not limited to, any Proposal or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or 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 than an “affiliate” as defined in Paragraph 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.



APPENDIX E (Continued)

Sworn Statement on Public Entity Crimes

SECTION 287.133(3)(a), FLORIDA STATE STATUTES

- c. 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 Paragraph 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 Proposals or applies to Proposal 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 the management of an entity.

- 6. Based on information and belief, the statement that 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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This 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]



APPENDIX G
Anti-Kickback Affidavit

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein Proposal will be paid to any employees of the Town of Cutler Bay, its elected officials, and _____ (Business Name) or its design consultants, 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 _____
Print Name and Title

For _____
Print Business Name Submitting Proposal

Sworn and subscribed before me on this ____ day of _____, 2023.

Notary Public Signature

[State of Florida at Large Notary Seal]

Notary Printed Name

Commission Number: _____

Commission Expiration Date: _____



APPENDIX H
Proof of Insurance



APPENDIX I

Certification Regarding Scrutinized Companies

SECTION 287.135, FLORIDA STATE STATUTES

1. 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 Town may immediately terminate the Agreement that may result from this RFP 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.
2. If the Agreement that may result from this RFP 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 Town may immediately terminate the Agreement that may result from this RFP 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.
3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP.
4. 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.

Signed, sealed and delivered by:

SIGNATURE

PRINT NAME AND TITLE

PRINT BUSINESS NAME

Signed, sealed, and witnessed in the presence of:

By:
Witness No. 1

By:
Witness No. 2

Print Name: _____

Print Name: _____

