

AGREEMENT
between
THE TOWN OF CUTLER BAY
and
KELLY JANITORIAL SYSTEMS, INC.,
for
JANITORIAL MAINTENANCE SERVICES

THIS **AGREEMENT** is made this ____ day of _____, 2017 by and between the **TOWN OF CUTLER BAY**, a Florida municipal corporation (the "Town") and **KELLY JANITORIAL SYSTEMS, INC.**, a Florida corporation (the "Contractor"), collectively, the "Parties."

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

2.1. **SCOPE OF WORK**- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in Request for Proposal No. 17-09 "**Exhibit A**" of this Agreement (the "Work").

2.2. **COMPENSATION/PAYMENT**-

2.2.1 Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

2.2.2 The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.

2.2.3 The Contractor shall be compensated at the unit prices specified in the Bid Proposal based upon the actual Work completed for the month. Compensation under this Agreement shall be based on "**Exhibit B**".

2.3. **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 extensions (the "Options"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.

2.4. **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.

2.5. **PROTECTION OF PROPERTY AND THE PUBLIC-** 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:

2.5.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, 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 of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

2.5.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

2.5.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the Work site, which may be caused by Contractor).

2.6. **INDEMNIFICATION-**

2.6.1. The Contractor shall indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this Agreement, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

2.6.2. This indemnification obligation shall survive the termination of this Agreement.

2.6.3. The Contractor shall defend the Town or provide for such defense, at the Town's option.

2.6.4. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way 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. Contractor shall secure 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.

2.7. **AGREEMENT DOCUMENTS-** The following documents shall, by this reference, be considered part of this Agreement:

Instructions to Bidders;
All Addendums;
Contract Agreement;
Proposal;
Detailed Specifications;
Qualification Statement;
Public Entity Crime Form;
Insurance Certificates;
Anti-Kickback Affidavit;
Non-Collusive Affidavit;

2.8. **CONTRACTOR'S EMPLOYEES-**

2.8.1. The Contractor shall at all times have a competent 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.

2.8.2. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee, as approved by the Town Manager or his/her designee.

2.8.3. Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Agreement.

2.8.4. The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.

2.8.5. Contractor will be responsible to perform both National/Local Criminal Background Checks for ALL on-site Personnel.

- 2.9. **VEHICLES AND EQUIPMENT-** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.
- 2.10. **INSURANCE-** 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:

2.10.1 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.

2.10.2 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 \$500,000.00 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.

2.10.3 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 subcontractors. The limit of liability shall not be less than \$2,000,000.00 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.

2.10.4 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.

2.10.5 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.

2.10.6 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 retentions in the event of any claim.

2.11 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 subcontractor 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.

2.12. TERMINATION-

2.12.1. Either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party.

2.12.2. 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.

2.12.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.

2.12.4. The Town may terminate this Agreement upon sixty (60) days written notice if the Contractor defaults on any material term of this Agreement.

2.13. **CHOICE OF LAW-** This Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Miami-Dade County.

2.14. **ATTORNEY'S FEES-** In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

2.15. **PUBLIC RECORDS-** The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Agreement for the refusal by the Contractor to comply with Chapter 119, Florida Statutes and this section. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.

Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertinent to this Contract, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. For purposes of this section, the term: (a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2); and (b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law. In addition to other contract requirements provided by law, Contractor shall comply with public records laws, specifically to: (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the

records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

NOTICE PURSUANT TO §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: Debra E. Eastman, MMC, Town Clerk
Mailing address: 10720 Caribbean Boulevard
Suite 105
Cutler Bay, FL 33189
Telephone number: 305-234-4262
Email: DEastman@CutlerBay-FL.gov

- 2.16. **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 Subcontractor'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 Contractor shall remit such payments to the Town.
- 2.17. **SEVERABILITY-** If a term, provision, covenant, contract or condition of this Agreement 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.
- 2.18. **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.

- 2.19. **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.
- 2.20. **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 subcontractors 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.

- 2.21. **ACCIDENT PREVENTION AND REGULATIONS** – Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing Work 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.
- 2.22. **BACKGROUND CHECKS** - The Contractor will be responsible for maintaining current background checks on ALL employees and Subcontractor employees involved in the performance of this Contract. Background checks must be performed prior to the performance of any Work by the employee under the Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.
- 2.23 **CODE OF ETHICS** - Contractor warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics Ordinances set forth in Section 2-11.1 of the Town Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.
- 2.24 **LAWS, RULES & REGULATIONS** - Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way 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. Contractor shall secure 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.

- 2.25 **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.
- 2.26 **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:

Town of Cutler Bay
Attention: Rafael G. Casals, Town Manager
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189
Telephone: (305) 234-4262
Facsimile: (305) 234-4251

Contractor:

Kelly Janitorial Systems, Inc.
Attention: Evelyn Diaz, Director of Operations
8200 NW 52 Terrace, Suite 103
Doral, FL 33166
Telephone: (305) 456-1864

2.27 **PUBLIC RECORDS**

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF the Parties hereto have signed three (3) copies of this Agreement. At least one counterpart each has been delivered to Town and Contractor. All portions of the Contract Documents have been signed or identified by Town and Contractor or by Town Representative on Town's behalf.

TOWN:

TOWN OF CUTLER BAY,
a Florida municipal corporation

By: _____
Rafael G. Casals
Town Manager

Attest:

Debra E. Eastman, MMC, Town Clerk

Approved as to Form and Legal Sufficiency:

Weiss Serota Helfman Cole & Bierman
Town Attorney

Authorizing Town Resolution #: **17-**

CONTRACTOR:

KELLY JANITORIAL SYSTEMS, INC.

By: _____
Evelyn Diaz, Director of Operations



Exhibit "A"

RFP #17-09

**Janitorial Maintenance
Services**

**TOWN OF CUTLER BAY
REQUEST FOR PROPOSALS
RFP# 17-09
JANITORIAL MAINTENANCE SERVICES**



RESPONSE SUBMITTAL DUE DATE:

September 7, 2017

TIME:

2:00 PM

“MANDATORY” PRE-RFP RESPONSE MEETING:

August 10, 2017

3:00 PM



**REQUEST FOR PROPOSALS
RFP# 17-09
TOWN OF CUTLER BAY
“JANITORIAL MAINTENANCE SERVICES”**

The Town of Cutler Bay desires to receive proposals for the selection of a Janitorial Maintenance Contractor (the Contractor) to provide Janitorial Services (the Services) to the TOWN. **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 (Monday thru Friday, 8:00 AM – 5:00 PM).**

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

Sealed submittals including one (1) original and five (5) copies **plus** one (1) CD containing all documents submitted, must be received no later than **2:00 PM on September 7, 2017** and be clearly marked on the outside, **“RFP 17-09 - Janitorial Maintenance Services”, by Debra E. Eastman, MMC, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189.**

The Town will conduct a **Mandatory Pre-RFP Response Meeting & Facility Site Inspections on August 10, 2017 at 10:00 AM, in the Town Hall Council Chambers (10720 Caribbean Blvd., Suite 115, Cutler Bay FL 33189).**

Late Submittals, emailed and/or facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the response submittal package.

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 by visiting the Town website at <http://www.cutlerbay-fl.gov/town-council/charter-officials/town-clerk/resolutions-ordinances>.

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

Rafael G. Casals
Town Manager



**REQUEST FOR PROPOSALS
JANITORIAL MAINTENANCE SERVICES
RFP# 17-09**

**SECTION # 1
INTRODUCTION**

The Town of Cutler Bay (the TOWN), a municipality located in Miami-Dade County, Florida, desires to receive proposals for the selection of a Janitorial Maintenance Contractor (the Contractor) to provide Janitorial Services (the Services) to the TOWN for the six (6) story commercial office building of approximately 73,546 leasable square feet and four (4) Town Parks restroom facilities of approximately 300 square feet each, (Town Facilities). The building has a typical floor plan with each floor having common area and serviced by two (2) elevators and stairwells. The proposed work will include Janitorial Maintenance Services five (5) days per week (Monday thru Friday), including holidays. The “Cutler Bay Town Center” Building (CBTC) is located at 10720 Caribbean Boulevard, Cutler Bay, Florida, 33189.

The TOWN intends to execute an agreement with selected Contractor(s) to provide such services. The TOWN guarantees that all of the services identified in this Request for Proposals (RFP) will be assigned to the Contractor during the term of the Agreement.

1.1 SCHEDULE OF EVENTS

| No | Event | Date* | Time* (EST) |
|-----------|--|-------------------|------------------------|
| 1 | Advertisement/ Distribution of RFP & Cone of silence begins | 07/20/2017 | 2:00 PM |
| 2 | Mandatory Pre-Bid Meeting & Facility Site Inspection (Town Center Building located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189) | 08/10/2017 | 10:00 AM |
| 3 | Deadline to Submit Questions | 08/17/2017 | 4:00 PM |
| 4 | Deadline to Town Responses to Questions | 08/24/2017 | 5:00 PM |
| 5 | Deadline to Submit RFP-Response | 09/07/2017 | 2:00 PM |
| 6 | Announcement of selected Contractors/Cone of Silence ends | 10/18/17 | 10:00 AM |

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



1.2 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 eight (8) years, within the State of Florida services similar to those in Section 2 of this RFP. In addition, the contractor's offices must be located within Miami-Dade or Broward County(s). 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' proposals or any of its agents, as it deems appropriate.

1.3 ADDENDA

If the TOWN finds it necessary to add to, or amend this document prior to the Response submittal deadline, the TOWN will issue written addenda/addendum. Each Contractor must acknowledge receipt of each addendum by signing the acknowledgement (Appendix A) and providing it with its Response.

1.4 CERTIFICATION

The signer of the Response (to this RFP) must declare by signing Appendices A and B that the person(s), firm (s) and parties identified in the Response are interested in and available for providing the 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 has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.5 PUBLIC RECORDS

- a. 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 records 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.
- b. 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.



- c. 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.
- d. 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 disclosure requirements.
- e. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- f. 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: Debra E. Eastman, MMC

Mailing address: Office of the Town Clerk
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

Telephone number: 305-234-4262

Email: DEastman@cutlerbay-fl.gov

1.6 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.

1.7 QUESTIONS AND CLARIFICATIONS:

All requests for information and/or clarification should be submitted in writing to:



Town of Cutler Bay
Town Clerk's Office
Attn: RFP # 17-09
Janitorial Maintenance Services
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189
Phone: (305) 234-4262 / Fax: (305) 234-4251
Email: DEastman@cutlerbay-fl.gov

1.8 TOWN AUTHORITY

Proposals will be selected at the sole discretion of the TOWN. The TOWN reserves the right to waive any irregularities in the request process, to reject any or all proposals, or to reject a proposal which is in any way incomplete or irregular. Proposals received after the deadline will not be considered.

1.9 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Ordinance 06-11; Town Code Chapter 8A. 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.

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 of the TOWN, the official to whom they were made and the date they were made. 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 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.

1.10 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of TOWN "Cone of Silence" are applicable to this transaction. Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, made applicable to the Town pursuant to Section 2-11(t) (4) thereof, there shall be a "Cone of Silence" associated with this solicitation. The entirety of these provisions can be found in the TOWN's Purchasing Ordinance, Town Ordinance 09-12. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFP") or bid, between:

A potential vendor, service provider, proposer, bidder, lobbyist, or contractor; 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 RFP, RFP and bid after the advertisement of said RFP, RFP, or bid. 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 such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid 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 RFP, RFP or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall distribute all such written communications to all prospective proposers for the subject RFP for whom the Clerk has contact information;
- (5) communications regarding a particular RFP, RFP or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the TOWN's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFP, RFP or bid, 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 solely



- regarding matters of legal process and procedure;
- (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
 - (8) any emergency procurement of goods or services pursuant to Town Code;
 - (9) responses to the TOWN's request for clarification or additional information which shall be addressed to the Town Clerk or the Town's purchasing agent or the Town employee designated responsible for administering the procurement process for such solicitation;
 - (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, bidder, lobbyist, or contractor 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.
 - (12) Communications to enable Town Manager to answer specific questions from the Town Council at any time regarding any RFP, RFP or bid process or award.

Violations of any of the above section(s) by a particular bidder or proposer shall render any RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager. Any person who violates a provision of this section may be prohibited from serving on a Town selection or evaluation committee.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

1.11 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 Chapter 2, Article V, Section 2-236. Please contact the Town Clerk's Office at (305) 234-4262 for additional information.

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SECTION # 2
SERVICES NEEDED BY THE TOWN

2.1 GENERAL BACKGROUND

The Town owns the six (6) story, 73,545 leasable sq. ft. Cutler Bay Town Center Building (CBTC) located at 10720 Caribbean Boulevard, Cutler Bay, Florida 33189, and the following four (4) Town Parks (Town Facilities):

| NAME | LOCATION |
|-----------------------------|---|
| 1. Cutler Ridge Park & Pool | 10100 SW 200 Street Cutler Bay, FL 33189 |
| 2. Saga Bay Park | 8000 SW 205 Street Cutler Bay, FL 33189 |
| 3. Bel Aire Park | 18500 SW 97 Avenue Cutler Bay, FL 33157 |
| 4. Lakes by the Bay Park | 8551 SW 216 Street Cutler Bay, FL 33189 |

The TOWN intends to retain one (1) contractor to provide janitorial services in the Town facilities identified in Section 2.1 and described further in the Section 2.3. In order to fulfill the needs of quick response and professional expertise, the TOWN intends to retain one (1) qualified licensed Janitorial Maintenance Contractor. The selected contractor will be responsible for the janitorial services outlined in Section 3.3.

While pursuing this RFP process, 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 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 Contractor, including officers, principals, senior management and supervisors as well as the staff identified in the Response.

The TOWN also reserves the right to waive minor variations or irregularities in the Responses.

2.2 CUTLER BAY TOWN CENTER BUILDING (CBTC)

The existing, six (6) story building was built in 1986 with a mechanical Penthouse Suite at the roof level. The total square footage for the building is approximately 73,546 sq. ft. The normal



business hours of operation for the CBTC Building are Monday thru Friday from 7:00 AM to 6:00 PM, excluding Federal holidays.

All floors of the CBTC Building, with exception to the Penthouse Suite, are currently occupied by several tenants. The first floor is occupied by various Town Departments and the Town Hall Council Chambers. Additional Town Departments, including a Community Room (for several Town Advisory Committee Meetings) and the Town's Policing Unit currently occupy more than half of the second floor office space. The typical office floor plan is approximately 12,565 sq. ft. Unoccupied areas within the CBTC Building are available for leasing throughout the second floor and above, through to the Penthouse Suite.

2.3 SCOPE OF SERVICES

The Town of Cutler Bay (TOWN) is interested in obtaining proposals from qualified, licensed and bonded Contractors (CONTRACTOR), to provide Janitorial Maintenance Services as described in the Technical Specifications, listed below. The Work consists of furnishing all labor, machines, equipment, tools, materials, supplies, service and supervision necessary to perform nightly cleaning of offices, restrooms, and common areas of The Cutler Bay Town Center Building, and the four (4) Town Parks 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 facilities that will require janitorial service and their approximate square footage are as follows:

| Name | Address | Approximate Sq. Ft. |
|-------------------------------|---|--|
| Cutler Bay Town Center (CBTC) | 10720 Caribbean Blvd. Cutler Bay, FL 33189 | 73,546 leasable square feet |
| Cutler Ridge Park & Pool | 10100 SW 200 Street Cutler Bay, FL 33189 | 300 square feet (restroom facilities) |
| Saga Bay Park | 8000 SW 205 Street Cutler Bay, FL 33189 | 300 square feet (restroom facilities) |
| Bel Aire Park | 18500 SW 97 Avenue Cutler Bay, FL 33157 | 200 square feet (restroom facilities) |
| Lakes by the Bay Park | 8551 SW 216 Street Cutler Bay, FL 33189 | 400 square feet (restroom facilities) |

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

2.3.1 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.



2.3.2. 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.

2.3.3. 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.

2.3.4. 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.

2.3.5. 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.

2.3.6. 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 E.P.A., 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 the Town of Cutler Bay staff.

2.3.7. 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 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. This includes trash containers in the exterior of the CBTC.



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

Trash and recycling dumpster/bins are located adjacent to the CBTC and the Town's Parks. 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.

2.3.8. Restrooms. Wash rooms, 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.

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.

2.3.9. Dusting. Use a lightly treated dust cloth, lightly treated hand held 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, cob webs, oily film, etc. from wall fixtures and surfaces above seven feet (7') from the floor should also be done as needed.

2.3.10. 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.

2.3.11. 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 to 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 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.

2.3.12. 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.

2.3.13. Conference Rooms and Council Chambers. Throughout the CBTC there are conference rooms and the Town's Council Chambers which are used for conducting meetings. 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. 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.

2.3.14. Elevators. The Contractor shall clean, polish all stainless steel with appropriate cleaner the interior cabs of the elevators and the interior/exterior of the elevator doors. Wipe, clean and disinfect smudge marks from floor directory buttons and walls. Wet mop and disinfect flooring. It should also be noted that should the employee be using a wet or damp cloth, that this may not be used on the control panels. Town's staff shall provide the Contractor with any special instructions for cleaning the elevators. Buffing and waxing to be done twice a year and scheduled with the Town's staff at no additional cost.

2.3.15. 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.

2.3.16. 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:

D – Daily

M – Monthly

A – Annually

TY – Twice a Year

W – Weekly

TM – Twice Monthly

R – As Requested

TD – Twice Daily *

TW – Twice Weekly

Q – Quarterly

N – As Needed

CUTLER BAY TOWN CENTER

| 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 | |
| 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 | |
| All surfaces and fixtures below 7 ft. | D |
| All surfaces and fixtures above 7 ft. | N |
| | |
| DRINKING FOUNTAINS | |
| Cleaning | D |



| | |
|--|--------|
| FLOOR STRIPPING | |
| Town Center Lobby Area | TY |
| Town Center Exterior Entrance | TY |
| Restrooms' Floors | TY |
| | |
| INTERIOR GLASS | |
| Glass cleaning | D |
| | |
| CONFERENCE ROOMS AND COUNCIL CHAMBERS | |
| Routine cleaning | TW - N |
| | |
| ELEVATORS | |
| Complete cleaning (walls, floors, ceilings, & doors) | D |
| | |
| WALL MOUNTED ITEMS | |
| Cleaning | N |

TOWN PARK RESTROOM FACILITIES

| | |
|--|----|
| RESTROOMS | |
| 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 |
| Restrooms' Floors Stripping | TY |
| | |
| DRINKING FOUNTAINS | |
| Cleaning | D |

* Once before 12:00 p.m., and once before 5:00 p.m.



2.4 SCHEDULE

Contractor will complete the work items outlined in Section 2.3 Scope of Services after regular business hours, from 6:00 p.m. and completed by 5:00 a.m. "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 Center's activities Building schedule.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

2.9 ENVIRONMENTAL PROVISIONS

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

2.9.1. Leave only designated night-lights burning upon departure;

2.9.2. 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;

2.9.3. 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;

2.9.4. Replace existing Volatile Organic Compounds (VOC) -based cleaning products with water-based solutions;

2.9.5. Maintain the separation of trash and designated recyclables, and deposit each in the appropriate containers and/or dumpsters;

2.9.6. Follow all label instructions on all cleaning and disinfecting products;

2.9.7. Dispose of all cleaning products or rinse water in the janitorial sinks;



2.10. ADDITIONAL REQUIREMENTS

A 24-hour contact person and phone number is required, to be on file with the Town.

One week's notice shall be given to the Town's Representative prior to special cleaning.

Contractor's assigned supervisory staff must be able to communicate fluently in English, including writing.

SECTION # 3 **RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION**

Six (6) signed (one original and five (5) photo copies) plus one (1) CD containing all documents submitted. Responses shall be submitted in one sealed package, clearly marked on the outside "RFP #17-09, JANITORIAL MAINTENANCE SERVICES". The outside of the sealed envelope shall also show the name of the Prime Contractor.

All sealed Proposal packages must be received at the receptionist's desk in the TOWN Hall located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, by **2:00 PM, September 7, 2017** at which time their receipt will be publicly documented by the Town Clerk or his/her 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.

3.1 RESPONSE /(PROPOSAL PACKAGE) PREPARATION

Each contractor shall submit one (1) original and five (5) bound photocopies plus one (1) CD containing all documents submitted. Each Response shall be limited to eighteen (20) pages (paper size 8.5"x11,"printed on only one side of the paper, single or the larger spacing, font size not less than 11) excluding the Certificates and Appendices A, B and C. The sections shall follow the order given on the next page. The twenty-(20)-page limit is for items 1 to 9 on the next page. No material other than that listed in this Section shall be included in the Response.

1. A **one-page** cover letter indicating the Contractors' interest in providing the services to the TOWN and a statement on why the contractor should be selected for the award. The letter shall include the name of the Prime Contractor and those of the subcontractors, explanation of the type of contractual agreement between them, if different from that of Prime and subcontractor. A representative who is authorized to contractually bind the Contractor shall sign this letter.
2. A **one-page** table of contents identifying the sections and page numbers.
3. A **one-page** cost for the "MONTHLY" Janitorial Maintenance, as detailed in Section # 2.3 – Scope of Services (Pages 10 thru 17). Optional Services detailed in Section #2.7 pricing to be included on this page.
4. A **two-page** history of all the contractor(s).



5. **Up to four (4), one-page** resumes of the persons, including the Project Manager that will be assigned to the TOWN projects, if the TOWN selects the Contractor.
6. **Up to two (2), one-page,** a table showing all current and recently completed private and public (local municipal, county, regional and state) sector clients of all the contractors. The table shall include for each client: (a) the length of the contract; (b) the scope of services provided; (c) the type of contract (pro bono, retainer, project based fee, other); (d) specific accomplishments, if any; and (e) a contact name, phone number and e-mail address for each client. If the Contractor team includes subcontractor, there must be at least one project for each subcontractor. The Contractor may select suitable clients/projects, if the list exceeds two-page limit.
7. **Up to a two (2), one-page,** a narrative on projects completed on time and in budget after 1/1/2005.
8. **Up to four (4), one-page,** a description of projects providing services similar to those identified in the scope of services over the eight (8) years. The emphasis shall be given to the projects in Florida AND the tasks performed by the four persons identified in the Response
9. **Up to three (3), one-page,** copies of any press articles, profiles, commendations, awards etc. The emphasis shall be given to the projects completed in Florida AND the projects of the four persons identified in the Response
10. **Six (6) pages,** completed any Appendices A, B and C.
11. Proofs of authorization to transact business in the State from the Florida Secretary of State, from prime as well as supporting firms

3.2 RESPONSE EVALUATION CRITERIA

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

1. Contractor's similar experience for the past eight (8) years, within the State of Florida **(25 points).**
2. Contractor's "monthly" preventative maintenance costs **(50 points).**
3. Credentials and accomplishments of the Contractor's management staff. **(10 points).**
4. Contractor's Employee Training and Safety Programs. **(10 points).**
5. Compliance with the Response preparation and submission requirements **(5 points).**

[SPACE LEFT BLANK INTENTIONALLY]



SECTION # 4

OTHER CONDITIONS

4.1 TERM OF ENGAGEMENT

Three (3) Years, with the option to extend the contract for an additional two-one (1) year term. The TOWN may terminate the agreement with a sixty (60-days) notice without giving any reason.

4.2 PERMITS, TAXES, LICENSES

The Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

4.3 LAWS, ORDINANCES

The Contractor shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract. Additionally, selected contractor will be responsible to perform both national/local criminal background checks for **ALL** on-site personnel.

4.4 INSURANCE

Prior to execution of an agreement with the TOWN, the successful Contractor shall provide certificates evidencing insurance coverage as required hereunder. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies. The Certificates shall clearly indicate that the successful Contractor has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TOWN's representative. Compliance with the foregoing requirements shall not relieve the successful Contractor of its liability and obligations under the agreement.

The successful Contractor shall maintain during the term of the agreement, standard Professional Liability insurance in the minimum amount of one-million-dollars (\$1,000,000) per occurrence.

The successful Contractor shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of two-million-dollars (\$2,000,000) per occurrence to protect it and the TOWN from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Contractor or by anyone directly employed by or contracting with the successful Contractor.



The successful Contractor shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the successful Contractor or by anyone directly or indirectly employed by the successful Contractor.

The successful Contractor shall maintain, during the life of the agreement, as law requires adequate Worker's Compensation Insurance and Employer's Liability insurance in at least such amounts as for all of its employees per Florida Statute 440.02.

The Contractor shall also maintain other required insurance coverage specific to the services to be provided.

4.5 BONDING CAPABILITY

Contractor/Vendor shall demonstrate evidence of bond ability up to \$ 500,000.00 from a bonding company or entity of a minimum rating of AA (or a bank letter of credit in lieu).

4.6 NEGOTIATIONS

Other fees negotiated will be for the underlying contracts and will be negotiated in accordance with Florida Statutes.

[SPACE LEFT BLANK INTENTIONALLY]



ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

- A. Contractor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.
- B. Contractor warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.
- C. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.
- D. Contractor warrants that all information provided by it in connection with this proposal is true and accurate.
- E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor has not, and will not; pay a fee the amount of which is contingent upon the Town of Cutler Bay awarding this contract. Contractor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Contractor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor, if the Contractor is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor: _____

Date: _____



NON-COLLUSIVE AFFIDAVIT

State of _____

SS:

County of _____

_____ being first duly sworn, deposes and says

that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

_____ the Contractor that has submitted the attached
Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached
Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Contractor 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 Contractor or
person to submit a collusive or sham response in connection with the work for which the
attached Proposal has been submitted, or to refrain from responding in connection with such
work, or have in any manner, directly or indirectly, sought by agreement or collusion,
communication, or conference with any Contractor or person to fix this Proposal or to secure
through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against
the Town of Cutler Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

By: _____

(Printed Name)

(Title)

(Appendix - B Page 1 of 2)



APPENDIX B - CONTINUED

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 2017, before me, the undersigned

Notary Public of the State of Florida personally appeared

And whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath. or
o Did not take an oath.

(Appendix - B Page 2 of 2)



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

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

1. This sworn statement is submitted to the TOWN OF CUTLER BAY, FLORIDA

By _____

For _____

Whose business address is: _____

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

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. I understand that a ""public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and 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 of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non jury trial, or entry of a plea or guilty or nab contenders.

(Appendix - C Page 1 of 3)



APPENDIX C - CONTINUED

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, and means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore 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 or 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 management of any entity.

Signed, sealed and delivered

In the presence:

By:

(Printed Name)

(Title)

(Appendix - C Page 2 of 3)



APPENDIX C - CONTINUED

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 2017, before me, the undersigned Notary Public the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)

O Personally known to me, or
o Produced identification:

(Type of Identification Produced)

o Did take an oath. or
o Did not take an oath.

(Appendix - C Page 3 of 3)



ADDENDUM NO. 1

RFP# 17-09

TOWN OF CUTLER BAY

JANITORIAL MAINTENANCE SERVICES

Addendum #1 form shall be part of the original RFP # 17-09: Janitorial Maintenance Services document and modifies the original RFP as noted below:

REVISION TO ORIGINAL RFP DOCUMENTS BELOW:

Deleted Items: “~~STRIKETHROUGH~~” Additions: “UNDERLINE”

Page 3 of 30

Introduction

The Town of Cutler Bay (the TOWN), a municipality located in Miami-Dade County, Florida, desires to receive proposals for the selection of a Janitorial Maintenance Contractor (the Contractor) to provide Janitorial Services (the Services) to the TOWN for the six (6) story commercial office building of approximately 73,546 leasable square feet and five (5) Town Parks restroom facilities of approximately 300 square feet each, (Town Facilities). The building has a typical floor plan with each floor having common area and serviced by two (2) elevators and stairwells. The proposed work for the “Cutler Bay Town Center Building” (CBTC) will include Janitorial Maintenance Services five (5) days per week (Monday thru Friday), including holidays and seven (7) days a week for Town Park Facilities. The ~~“Cutler Bay Town Center” Building~~ (CBTC) is located at 10720 Caribbean Boulevard, Cutler Bay, Florida, 33189.

Page 9 of 30**2.1 GENERAL BACKGROUND**

The Town owns the six (6) story, 73,545 leasable sq. ft. Cutler Bay Town Center Building (CBTC) located at 10720 Caribbean Boulevard, Cutler Bay, Florida 33189, and the following ~~four (4)~~ five (5) Town Parks (Town Facilities):

| NAME | LOCATION |
|---|---|
| <u>Cutler Ridge Park & Pool Recreation Building</u> | <u>10100 SW 200 Street</u> <u>Cutler Bay, FL 33189</u> |
| <u>Cutler Ridge Park Restrooms</u> | <u>10100 SW 200 Street</u> <u>Cutler Bay, FL 33189</u> |
| <u>Cutler Ridge Pool Restrooms/Showers</u> | <u>10100 SW 200 Street</u> <u>Cutler Bay, FL 33189</u> |
| Saga Bay Park | 8000 SW 205 Street Cutler Bay, FL 33189 |
| Bel Aire Park | 18500 SW 97 Avenue Cutler Bay, FL 33157 |
| Lakes by the Bay Park | 8551 SW 216 Street Cutler Bay, FL 33189 |
| Franjo Park | 20175 Franjo Road Cutler Bay, FL 33189 |

The TOWN intends to retain one (1) contractor to provide janitorial services for all Town Facilities ~~in the Town facilities~~ identified in Section 2.1 and described further in the Section 2.3. In order to fulfill the needs of quick response and professional expertise, the TOWN intends to retain one (1) qualified licensed Janitorial Maintenance Contractor. The selected contractor will be responsible for the janitorial services outlined in Section 3.3.

Page 10 of 30**2.3 SCOPE OF SERVICES**

| Name | Address | Approximate Sq. Ft. |
|---|---|--|
| Cutler Bay Town Center (CBTC) | 10720 Caribbean Blvd. Cutler Bay, FL 33189 | 73,546 leasable square feet |
| Cutler Ridge Park & Pool <u>Recreation Building</u> | 10100 SW 200 Street Cutler Bay, FL 33189 | <u>2,916 square feet</u> |
| <u>Cutler Ridge Park Restrooms</u> | <u>10100 SW 200 Street</u> <u>Cutler Bay, FL 33189</u> | 300 <u>540</u> square feet (<u>both</u> restroom facilities) |
| <u>Cutler Ridge Pool Restrooms/showers</u> | <u>10100 SW 200 Street</u> <u>Cutler Bay, FL 33189</u> | <u>2,214 square feet (both pool restroom facilities)</u> |
| Saga Bay Park | 8000 SW 205 Street Cutler Bay, FL 33189 | 300 <u>230</u> square feet (<u>both</u> restroom facilities) |
| Bel Aire Park | 18500 SW 97 Avenue Cutler Bay, FL 33157 | 200 <u>136</u> square feet (<u>both</u> restroom facilities) |
| Lakes by the Bay Park | 8551 SW 216 Street Cutler Bay, FL 33189 | 400 <u>480</u> square feet (<u>both</u> restroom facilities) |
| Franjo Park | 20175 Franjo Road Cutler Bay, FL 33189 | 300 <u>273</u> square feet (<u>both</u> restroom facilities) |

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

2.3.6 Equipment, Materials, and Supplies

The Town shall provide the Contractor adequate storage areas for equipment and the supply of products to be used ~~the specific facilities where the storage is provided at the CBTC Building only.~~ Contractor is responsible for transporting materials to Town Park Facilities. 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.

Page 13 of 30

2.3.7 Cleaning

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

2.3.11 FLOOR STRIPPING

Stripping of ~~the Town Facilities~~ granite and tile CBTC Building floors 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 to the type of floor. All floor surfaces to which stripper has been applied, shall be thoroughly rinsed with clean water.

Page 16-17 of 30**2.3.16 FACILITY REQUIREMENTS**

The following outline indicates the minimal requirements that are to be performed by the Contractor's employees and shall be included in the Contractor's monthly base price. 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:

D – Daily **W**-Weekly **TW** – Twice Weekly
M – Monthly **TM** – Twice Monthly **Q** – Quarterly
A – Annually **R** – As Requested **N** – As Needed
TY – Twice a Year **TD** – Twice Daily *

*TD: One cleaning cycle before noon, and one cleaning cycle before 5:00 p.m.

CUTLER BAY TOWN CENTER

Note: The following services shall be included in the Contractor's monthly base price

| 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 | |
| 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 | |
| All surfaces and fixtures below 7 ft. | D |
| All surfaces and fixtures above 7 ft. | N |
| | |
| DRINKING FOUNTAINS | |
| Cleaning | TD |
| | |
| FLOOR STRIPPING | |
| Town Center Lobby Area – <u>granite</u> | TY |
| Town Center Exterior Entrance – <u>granite</u> | TY |
| Restrooms' Floors – <u>ceramic tile</u> | TY |
| <u>Elevator Entry Area – porcelain tile</u> | <u>TY</u> |
| <u>Elevator Interior Floor – fritztile</u> | <u>TY</u> |
| | |
| INTERIOR GLASS | |
| Glass cleaning | D |
| | |
| CONFERENCE ROOMS AND COUNCIL CHAMBERS | |
| Routine cleaning | TW - N |
| | |
| ELEVATORS | |
| Complete cleaning (walls, floors, ceilings, & doors) | D |
| | |
| WALL MOUNTED ITEMS | |
| Cleaning | N |

Page 18 of 30**2.3.16 FACILITY REQUIREMENTS (contd.)****TOWN PARK RESTROOM FACILITIES*****Note: The following services shall be included in the Contractor's monthly base price***

| | |
|--|-----------|
| RESTROOMS | |
| 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 |
| Restrooms' Floors Stripping | TY |
| <u>Showers at Cutler Ridge Pool</u> | <u>TD</u> |
| | |
| DRINKING FOUNTAINS | |
| Cleaning | TD |

**** One cleaning cycle before noon, and one cleaning cycle before 5:00 p.m.***

2.4 SCHEDULE

Contractor will complete the work items outlined in Section 2.3 Scope of Services after regular business hours, from 6:00 p.m. and completed by 5:00 a.m. unless indicated Twice Daily (TD) with one cleaning cycle before noon, and one cleaning cycle before 5:00 p.m. “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 Center’s activities Building schedule.

Page 19 of 30

2.5 CONTRACTOR USE OF SITE AND PREMISES

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

Page 19 of 30**2.7 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.~~ A. Floor stripping, waxing and ~~sealing~~ buffing (S.F. costs)
- ~~C.~~ B. Carpet shampooing and rinsing (deep extraction method) (S.F.)
- ~~D.~~ C. Upholstery shampooing – (per seat)
- ~~E.~~ D. Pressure cleaning – (S.F. costs)

2.8 UNOCCUPIED SPACE

The Town will not pay for unoccupied space within the CBTC Building. Offices that are unoccupied will have a marker placed on the office door to notify the CONTRACTOR that the office is **UNOCCUPIED**.

Page 21 of 30

3.1 RESPONSE/(PROPOSAL PACKAGE) PREPARATION

3. A **one-page**, cost for the “MONTHLY” Janitorial Maintenance, as detailed in Section # 2.3 – Scope of Services (Pages 10 thru 18) Contractor must include the bid pricing sheet provided in Addendum #1, and optional Services detailed in Section #2.7 pricing to be included on this page.

4.5 BONDING CAPABILITY

Prior to execution of an agreement with the TOWN, the Contractor/Vendor shall demonstrate evidence of bond ability up to ~~\$ 500,000.00~~ \$ 50,000.00 from a bonding company or entity of a minimum rating of AA (or a bank letter of credit in lieu).

Page 24 of 30

4.6 NEGOTIATIONS

~~Other fees negotiated will be for the underlying contracts and will be negotiated in accordance with Florida Statutes.~~

BID PRICING SHEET

COST FOR MONTHLY MAINTENANCE SERVICES

| <u>Item</u> | <u>Location</u> | <u>Total Square Footage</u> | <u>Unit Pricing Per Square Footage</u> | <u>Total Monthly Cost*</u> |
|--------------------|---------------------------------------|------------------------------------|---|-----------------------------------|
| 1 | Cutler Bay Town Center (CBTC) | 73,546 | \$ _____ SF | \$ _____ |
| 2 | Cutler Ridge Park Recreation Building | 2,916 | \$ _____ SF | \$ _____ |
| 3 | Cutler Ridge Park Restrooms | 540 | \$ _____ SF | \$ _____ |
| 4 | Cutler Ridge Pool Restroom/Showers | 2,214 | \$ _____ SF | \$ _____ |
| 5 | Saga Bay Park | 230 | \$ _____ SF | \$ _____ |
| 6 | Bel Aire Park | 136 | \$ _____ SF | \$ _____ |
| 7 | Lakes by the Bay Park | 480 | \$ _____ SF | \$ _____ |
| 8 | Franjo Park | 273 | \$ _____ SF | \$ _____ |

**Total Monthly Cost = Total Square Footage X Unit Pricing Per Square Footage*

Optional Services (at outlined on Page 19 of 30) RFP # 17-09

| <u>Item</u> | <u>Optional Services</u> | <u>Unit Pricing Per Square Foot</u> |
|--------------------|--|--|
| 9 | Floor Stripping, Waxing, and Buffing | \$ _____ SF |
| 10 | Carpet Shampooing and Rinsing (Deep Extraction Method) | \$ _____ SF |
| 11 | Upholstery Shampooing | \$ _____ SF |
| 12 | Pressure Cleaning | \$ _____ SF |

Note: *Optional Services shall **not** be included in Bidder's total monthly costs*

**TOWN OF CUTLER BAY
REQUEST FOR PROPOSALS
RFP# 17-09
JANITORIAL MAINTENANCE SERVICES**



RESPONSE SUBMITTAL DUE DATE:

September 14, 2017

TIME:

2:00 PM

“MANDATORY” PRE-RFP RESPONSE MEETING:

August 17, 2017

10:00 AM



**REQUEST FOR PROPOSALS
RFP# 17-09
TOWN OF CUTLER BAY
“JANITORIAL MAINTENANCE SERVICES”**

The Town of Cutler Bay desires to receive proposals for the selection of a Janitorial Maintenance Contractor (the Contractor) to provide Janitorial Services (the Services) to the TOWN. **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 (Monday thru Friday, 8:00 AM – 5:00 PM).**

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

Sealed submittals including one (1) original and five (5) copies plus one (1) CD containing all documents submitted, must be received no later than **2:00 PM on Thursday, September 14, 2017** and be clearly marked on the outside, **“RFP 17-09 - Janitorial Maintenance Services”, by Debra E. Eastman, MMC, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189.**

The Town will conduct a **Mandatory Pre-RFP Response Meeting & Facility Site Inspections on Thursday, August 17, 2017 at 10:00 AM, in the Town Hall Council Chambers (10720 Caribbean Blvd., Suite 115, Cutler Bay FL 33189).**

Late Submittals, emailed and/or facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the response submittal package.

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 by visiting the Town website at <http://www.cutlerbay-fl.gov/town-council/charter-officials/town-clerk/resolutions-ordinances>.

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

Rafael G. Casals
Town Manager



**REQUEST FOR PROPOSALS
JANITORIAL MAINTENANCE SERVICES
RFP# 17-09**

**SECTION # 1
INTRODUCTION**

The Town of Cutler Bay (the TOWN), a municipality located in Miami-Dade County, Florida, desires to receive proposals for the selection of a Janitorial Maintenance Contractor (the Contractor) to provide Janitorial Services (the Services) to the TOWN for the six (6) story commercial office building of approximately 73,546 leasable square feet and five (5) Town Parks restroom facilities of approximately 300 square feet each, (Town Facilities). The building has a typical floor plan with each floor having common area and serviced by two (2) elevators and stairwells. The proposed work for the “Cutler Bay Town Center Building” (CBTC) will include Janitorial Maintenance Services five (5) days per week (Monday thru Friday), including holidays and seven (7) days a week for Town Park Facilities. The ~~“Cutler Bay Town Center” Building~~ (CBTC) is located at 10720 Caribbean Boulevard, Cutler Bay, Florida, 33189.

The TOWN intends to execute an agreement with selected Contractor(s) to provide such services. The TOWN guarantees that all of the services identified in this Request for Proposals (RFP) will be assigned to the Contractor during the term of the Agreement.

1.1 SCHEDULE OF EVENTS

| No | Event | Date* | Time* (EST) |
|----|--|-------------------------------------|-------------------------------|
| 1 | Advertisement/ Distribution of RFP & Cone of silence begins | 07/27/2017 | 2:00 PM |
| 2 | Mandatory Pre-Bid Meeting & Facilities Site Inspections (Town Center Building located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189) | 08/17/2017 | 10:00 AM |
| 3 | Deadline to Submit Questions | 08/24/2017 | 4:00 PM |
| 4 | Deadline to Town Responses to Questions | 08/31/2017 | 5:00 PM |
| 5 | Deadline to Submit RFP-Response | 09/14/2017 | 2:00 PM |
| 6 | Evaluation of Proposals | 09/15/2017 through 10/06/2017 | 8:00 AM through 5:00 PM |
| 7 | Announcement of selected Contractors/Cone of Silence ends | 10/19/17 | 9:00 AM |

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



1.2 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 eight (8) years, within the State of Florida services similar to those in Section 2 of this RFP. In addition, the contractor's offices must be located within Miami-Dade or Broward County(s). 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' proposals or any of its agents, as it deems appropriate.

1.3 ADDENDA

If the TOWN finds it necessary to add to, or amend this document prior to the Response submittal deadline, the TOWN will issue written addenda/addendum. Each Contractor must acknowledge receipt of each addendum by signing the acknowledgement (Appendix A) and providing it with its Response.

1.4 CERTIFICATION

The signer of the Response (to this RFP) must declare by signing Appendices A and B that the person(s), firm (s) and parties identified in the Response are interested in and available for providing the 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 has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.5 PUBLIC RECORDS

- a. 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 records 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.
- b. 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.
- c. 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.



- d. 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 disclosure requirements.
- e. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- f. 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: Debra E. Eastman, MMC

Mailing address: Office of the Town Clerk
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

Telephone number: 305-234-4262

Email: DEastman@cutlerbay-fl.gov

1.6 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.



1.7 QUESTIONS AND CLARIFICATIONS:

All requests for information and/or clarification should be submitted in writing to:

Town of Cutler Bay
Town Clerk's Office
Attn: RFP # 17-09
Janitorial Maintenance Services
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189
Phone: (305) 234-4262 / Fax: (305) 234-4251
Email: DEastman@cutlerbay-fl.gov

1.8 TOWN AUTHORITY

Proposals will be selected at the sole discretion of the TOWN. The TOWN reserves the right to waive any irregularities in the request process, to reject any or all proposals, or to reject a proposal which is in any way incomplete or irregular. Proposals received after the deadline will not be considered.

1.9 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Ordinance 06-11; Town Code Chapter 8A. 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.

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 of the TOWN, the official to whom they were made and the date they were made. 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 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.

1.10 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of TOWN "Cone of Silence" are applicable to this transaction. Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, made applicable to the Town pursuant to Section 2-11(t) (4) thereof, there shall be a "Cone of Silence" associated with this solicitation. The entirety of these provisions can be found in the TOWN's Purchasing Ordinance, Town Ordinance 09-12. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFP") or bid, between:

A potential vendor, service provider, proposer, bidder, lobbyist, or contractor; 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 RFP, RFP and bid after the advertisement of said RFP, RFP, or bid. 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 such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid 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 RFP, RFP or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall distribute all such written communications to all prospective proposers for the subject RFP for whom the Clerk has contact information;
- (5) communications regarding a particular RFP, RFP or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the TOWN's Purchasing Agent or Town employee



- designated responsible for administering the procurement process for such RFP, RFP or bid, 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 solely regarding matters of legal process and procedure;
 - (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
 - (8) any emergency procurement of goods or services pursuant to Town Code;
 - (9) responses to the TOWN's request for clarification or additional information which shall be addressed to the Town Clerk or the Town's purchasing agent or the Town employee designated responsible for administering the procurement process for such solicitation;
 - (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, bidder, lobbyist, or contractor 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.
 - (12) Communications to enable Town Manager to answer specific questions from the Town Council at any time regarding any RFP, RFP or bid process or award.

Violations of any of the above section(s) by a particular bidder or proposer shall render any RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager. Any person who violates a provision of this section may be prohibited from serving on a Town selection or evaluation committee.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

1.11 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 Chapter 2, Article V, Section 2-236. Please contact the Town Clerk's Office at (305) 234-4262 for additional information.



SECTION # 2
SERVICES NEEDED BY THE TOWN

2.1 GENERAL BACKGROUND

The Town owns the six (6) story, 73,545 leasable sq. ft. Cutler Bay Town Center Building (CBTC) located at 10720 Caribbean Boulevard, Cutler Bay, Florida 33189, and the following ~~four (4)~~ five (5) Town Parks (Town Facilities):

| NAME | LOCATION |
|---|---|
| <u>Cutler Ridge Park & Pool Recreation Building</u> | <u>10100 SW 200 Street</u> <u>Cutler Bay, FL 33189</u> |
| <u>Cutler Ridge Park Restrooms</u> | <u>10100 SW 200 Street</u> <u>Cutler Bay, FL 33189</u> |
| <u>Cutler Ridge Pool Restrooms/Showers</u> | <u>10100 SW 200 Street</u> <u>Cutler Bay, FL 33189</u> |
| Saga Bay Park | 8000 SW 205 Street Cutler Bay, FL 33189 |
| Bel Aire Park | 18500 SW 97 Avenue Cutler Bay, FL 33157 |
| Lakes by the Bay Park | 8551 SW 216 Street Cutler Bay, FL 33189 |
| Franjo Park | 20175 Franjo Road Cutler Bay, FL 33189 |

The TOWN intends to retain one (1) contractor to provide janitorial services for all Town Facilities ~~in the Town facilities~~ identified in Section 2.1 and described further in the Section 2.3. In order to fulfill the needs of quick response and professional expertise, the TOWN intends to retain one (1) qualified licensed Janitorial Maintenance Contractor. The selected contractor will be responsible for the janitorial services outlined in Section 3.3.

While pursuing this RFP process, 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 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 Contractor, including officers, principals, senior management and supervisors as well as the staff identified in the Response.

The TOWN also reserves the right to waive minor variations or irregularities in the Responses.



2.2 CUTLER BAY TOWN CENTER BUILDING (CBTC)

The existing, six (6) story building was built in 1986 with a mechanical Penthouse Suite at the roof level. The total square footage for the building is approximately 73,546 sq. ft. The normal business hours of operation for the CBTC Building are Monday thru Friday from 7:00 AM to 6:00 PM, excluding Federal holidays.

All floors of the CBTC Building, with exception to the Penthouse Suite, are currently occupied by several tenants. The first floor is occupied by various Town Departments and the Town Hall Council Chambers. Additional Town Departments, including a Community Room (for several Town Advisory Committee Meetings) and the Town's Policing Unit currently occupy more than half of the second floor office space. The typical office floor plan is approximately 12,565 sq. ft. Unoccupied areas within the CBTC Building are available for leasing throughout the second floor and above, through to the Penthouse Suite.

2.3 SCOPE OF SERVICES

The Town of Cutler Bay (TOWN) is interested in obtaining proposals from qualified, licensed and bonded Contractors (CONTRACTOR), to provide Janitorial Maintenance Services as described in the Technical Specifications, listed below. The Work consists of furnishing all labor, machines, equipment, tools, materials, supplies, service and supervision necessary to perform nightly cleaning of offices, restrooms, and common areas of The Cutler Bay Town Center Building, and the five (5) Town Parks 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 facilities that will require janitorial service and their approximate square footage are as follows:

| Name | Address | Approximate Sq. Ft. |
|--|---|---|
| Cutler Bay Town Center (CBTC) | 10720 Caribbean Blvd. Cutler Bay, FL 33189 | 73,546 leasable square feet |
| Cutler Ridge Park & Pool Recreation Building | 10100 SW 200 Street Cutler Bay, FL 33189 | <u>2,916 square feet</u> |
| <u>Cutler Ridge Park Restrooms</u> | <u>10100 SW 200 Street</u> <u>Cutler Bay, FL 33189</u> | <u>300 540</u> square feet (<u>both</u> restroom facilities) |
| <u>Cutler Ridge Pool Restrooms/showers</u> | <u>10100 SW 200 Street</u> <u>Cutler Bay, FL 33189</u> | <u>2,214 square feet (both</u> pool restroom facilities) |
| Saga Bay Park | 8000 SW 205 Street Cutler Bay, FL 33189 | <u>300 230</u> square feet (<u>both</u> restroom facilities) |
| Bel Aire Park | 18500 SW 97 Avenue Cutler Bay, FL 33157 | <u>200 136</u> square feet (<u>both</u> restroom facilities) |
| Lakes by the Bay Park | 8551 SW 216 Street Cutler Bay, FL 33189 | <u>400 480</u> square feet (<u>both</u> restroom facilities) |
| Franjo Park | 20175 Franjo Road Cutler Bay, FL 33189 | <u>300 273</u> square feet (<u>both</u> restroom facilities) |



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

2.3.1 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.

2.3.2. 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.

2.3.3. 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.

2.3.4. 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.

2.3.5. 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.



2.3.6. Equipment, Materials, and Supplies. The Town shall provide the Contractor adequate storage areas for equipment and the supply of products to be used ~~the specific facilities where the storage is provided at the CBTC Building only.~~ Contractor is responsible for transporting materials to Town Park Facilities. 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 E.P.A., 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 the Town of Cutler Bay staff.

2.3.7. 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 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. This includes trash containers in the exterior of the CBTC.

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

Trash and recycling dumpster/bins are located adjacent to the CBTC and the Town's Parks. 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~~ stripped, waxed, and buffed 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.



2.3.8. Restrooms. Wash rooms, 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.

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.

2.3.9. Dusting. Use a lightly treated dust cloth, lightly treated hand held 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, cob webs, oily film, etc. from wall fixtures and surfaces above seven feet (7') from the floor should also be done as needed.



2.3.10. 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.

2.3.11. Floor Stripping. Stripping of ~~the Town Facilities~~ granite and tile CBTC Building floors 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 to 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 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.

2.3.12. 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.

2.3.13. Conference Rooms and Council Chambers. Throughout the CBTC there are conference rooms and the Town's Council Chambers which are used for conducting meetings. 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. 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.

2.3.14. Elevators. The Contractor shall clean, polish all stainless steel with appropriate cleaner the interior cabs of the elevators and the interior/exterior of the elevator doors. Wipe, clean and disinfect smudge marks from floor directory buttons and walls. Wet mop and



disinfect flooring. It should also be noted that should the employee be using a wet or damp cloth, that this may not be used on the control panels. Town's staff shall provide the Contractor with any special instructions for cleaning the elevators. Buffing and waxing to be done twice a year and scheduled with the Town's staff at no additional cost.

2.3.15. 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.

2.3.16. Facility requirements. The following outline indicates the minimal requirements that are to be performed by the Contractor's employees and shall be included in the Contractor's monthly base price. 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:

| | | |
|--------------------------|---------------------------|--------------------------|
| D – Daily | W – Weekly | TW – Twice Weekly |
| M – Monthly | TM – Twice Monthly | Q – Quarterly |
| A – Annually | R – As Requested | N – As Needed |
| TY – Twice a Year | TD – Twice Daily * | |

*TD: One cleaning cycle before noon, and one cleaning cycle before 5:00 p.m.

CUTLER BAY TOWN CENTER

Note: The following services shall be included in the Contractor's monthly base price

| 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 | |
| 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 | |
| All surfaces and fixtures below 7 ft. | D |
| All surfaces and fixtures above 7 ft. | N |
| | |
| DRINKING FOUNTAINS | |
| Cleaning | TD |
| | |
| FLOOR STRIPPING | |
| Town Center Lobby Area – <u>granite</u> | TY |
| Town Center Exterior Entrance – <u>granite</u> | TY |
| Restrooms' Floors – <u>ceramic tile</u> | TY |
| <u>Elevator Entry Area – porcelain tile</u> | <u>TY</u> |
| <u>Elevator Interior Floor – fritztile</u> | <u>TY</u> |
| | |
| INTERIOR GLASS | |
| Glass cleaning | D |
| | |
| CONFERENCE ROOMS AND COUNCIL CHAMBERS | |
| Routine cleaning | TW - N |
| | |
| ELEVATORS | |
| Complete cleaning (walls, floors, ceilings, & doors) | D |
| | |
| WALL MOUNTED ITEMS | |
| Cleaning | N |

**TOWN PARK RESTROOM FACILITIES**

Note: The following services shall be included in the Contractor's monthly base price

| RESTROOMS | |
|--|-----------|
| 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 |
| Restrooms' Floors Stripping | TY |
| <u>Showers at Cutler Ridge Pool</u> | <u>TD</u> |
| | |
| DRINKING FOUNTAINS | |
| Cleaning | TD |

~~* One cleaning cycle before noon, and one cleaning cycle before 5:00 p.m.~~

2.4 SCHEDULE

Contractor will complete the work items outlined in Section 2.3 Scope of Services after regular business hours, from 6:00 p.m. and completed by 5:00 a.m. unless indicated Twice Daily (TD) with one cleaning cycle before noon, and one cleaning cycle before 5:00 p.m. "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 Center's activities Building schedule.

2.5 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 and background checks 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.

2.6 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.

2.7 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.~~ A. Floor stripping, waxing and sealing buffing (S.F. costs)
- ~~C.~~ B. Carpet shampooing and rinsing (deep extraction method) (S.F.)
- ~~D.~~ C. Upholstery shampooing – (per seat)
- ~~E.~~ D. 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.

2.8 UNOCCUPIED SPACE

The Town will not pay for unoccupied space within the CBTC Building. 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.



2.9 ENVIRONMENTAL PROVISIONS

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

2.9.1. Leave only designated night-lights burning upon departure;

2.9.2. 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;

2.9.3. 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;

2.9.4. Replace existing Volatile Organic Compounds (VOC) -based cleaning products with water-based solutions;

2.9.5. Maintain the separation of trash and designated recyclables, and deposit each in the appropriate containers and/or dumpsters;

2.9.6. Follow all label instructions on all cleaning and disinfecting products;

2.9.7. Dispose of all cleaning products or rinse water in the janitorial sinks;

2.10. ADDITIONAL REQUIREMENTS

A 24-hour contact person and phone number is required, to be on file with the Town.

One week's notice shall be given to the Town's Representative prior to special cleaning.

Contractor's assigned supervisory staff must be able to communicate fluently in English, including writing.

SECTION # 3 **RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION**

Six (6) signed (one original and five (5) photo copies) plus one (1) CD containing all documents submitted. Responses shall be submitted in one sealed package, clearly marked on the outside "**RFP #17-09, JANITORIAL MAINTENANCE SERVICES**". The outside of the sealed envelope shall also show the name of the Prime Contractor.

All sealed Proposal packages must be received at the receptionist's desk in the TOWN Hall located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, by **2:00 PM, Thursday**,



September 14, 2017 at which time their receipt will be publicly documented by the Town Clerk or his/her 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.

3.1 RESPONSE /(PROPOSAL PACKAGE) PREPARATION

Each contractor shall submit one (1) original and five (5) bound photocopies plus one (1) CD containing all documents submitted. Each Response shall be limited to twenty (20) pages (paper size 8.5"x11," printed on only one side of the paper, single or the larger spacing, font size not less than 11) excluding the Certificates and Appendices A, B and C. The sections shall follow the order given on the next page. The twenty-(20)-page limit is for items 1 to 9 on the next page. No material other than that listed in this Section shall be included in the Response.

1. A **one-page** cover letter indicating the Contractors' interest in providing the services to the TOWN and a statement on why the contractor should be selected for the award. The letter shall include the name of the Prime Contractor and those of the subcontractors, explanation of the type of contractual agreement between them, if different from that of Prime and subcontractor. A representative who is authorized to contractually bind the Contractor shall sign this letter.
2. A **one-page** table of contents identifying the sections and page numbers.
3. A **one-page**, cost for the "MONTHLY" Janitorial Maintenance, as detailed in Section # 2.3 – Scope of Services (Pages 10 thru 18) **Contractor must include the bid pricing sheet provided in Addendum #1,** and optional Services detailed in Section #2.7 pricing to be included on this page.
4. A **two-page** history of all the contractor(s).
5. **Up to four (4), one-page** resumes of the persons, including the Project Manager that will be assigned to the TOWN projects, if the TOWN selects the Contractor.
6. **Up to two (2), one-page,** a table showing all current and recently completed private and public (local municipal, county, regional and state) sector clients of all the contractors. The table shall include for each client: (a) the length of the contract; (b) the scope of services provided; (c) the type of contract (pro bono, retainer, project based fee, other); (d) specific accomplishments, if any; and (e) a contact name, phone number and e-mail address for each client. If the Contractor team includes subcontractor, there must be at least one project for each subcontractor. The Contractor may select suitable clients/projects, if the list exceeds two-page limit.
7. **Up to a two (2), one-page,** a narrative on projects completed on time and in budget after 1/1/2005.
8. **Up to four (4), one-page,** a description of projects providing services similar to those identified in the scope of services over the eight (8) years. The emphasis shall be given to the projects in Florida AND the tasks performed by the four persons identified in the Response
9. **Up to three (3), one-page,** copies of any press articles, profiles, commendations, awards etc. The emphasis shall be given to the projects completed in Florida AND the projects of the four persons identified in the Response



10. **Six (6) pages**, completed any Appendices A, B and C.
11. Proofs of authorization to transact business in the State from the Florida Secretary of State, from prime as well as supporting firms

3.2 RESPONSE EVALUATION CRITERIA

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

1. Contractor's similar experience for the past eight (8) years, within the State of Florida **(25 points)**.
2. Contractor's "monthly" preventative maintenance costs **(50 points)**.
3. Credentials and accomplishments of the Contractor's management staff. **(10 points)**.
4. Contractor's Employee Training and Safety Programs. **(10 points)**.
5. Compliance with the Response preparation and submission requirements **(5 points)**.

SECTION # 4 **OTHER CONDITIONS**

4.1 TERM OF ENGAGEMENT

Three (3) Years, with the option to extend the contract for an additional two-one (1) year term. The TOWN may terminate the agreement with a sixty (60-days) notice without giving any reason.

4.2 PERMITS, TAXES, LICENSES

The Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

4.3 LAWS, ORDINANCES

The Contractor shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract. Additionally, selected contractor will be responsible to perform both national/local criminal background checks for **ALL** on-site personnel.



4.4 INSURANCE

Prior to execution of an agreement with the TOWN, the successful Contractor shall provide certificates evidencing insurance coverage as required hereunder. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies. The Certificates shall clearly indicate that the successful Contractor has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TOWN's representative. Compliance with the foregoing requirements shall not relieve the successful Contractor of its liability and obligations under the agreement.

The successful Contractor shall maintain during the term of the agreement, standard Professional Liability insurance in the minimum amount of one-million-dollars (\$1,000,000) per occurrence.

The successful Contractor shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of two-million-dollars (\$2,000,000) per occurrence to protect it and the TOWN from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Contractor or by anyone directly employed by or contracting with the successful Contractor.

The successful Contractor shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the successful Contractor or by anyone directly or indirectly employed by the successful Contractor.

The successful Contractor shall maintain, during the life of the agreement, as law requires adequate Worker's Compensation Insurance and Employer's Liability insurance in at least such amounts as for all of its employees per Florida Statute 440.02.

The Contractor shall also maintain other required insurance coverage specific to the services to be provided.

4.5 BONDING CAPABILITY

Prior to execution of an agreement with the TOWN, the Contractor/Vendor shall demonstrate evidence of bond ability up to ~~\$ 500,000.00~~ \$ 50,000.00 from a bonding company or entity of a minimum rating of AA (or a bank letter of credit in lieu).



4.6 ~~NEGOTIATIONS~~

~~Other fees negotiated will be for the underlying contracts and will be negotiated in accordance with Florida Statutes.~~

[SPACE LEFT BLANK INTENTIONALLY]



ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

- A. Contractor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.
- B. Contractor warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.
- C. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.
- D. Contractor warrants that all information provided by it in connection with this proposal is true and accurate.
- E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor has not, and will not; pay a fee the amount of which is contingent upon the Town of Cutler Bay awarding this contract. Contractor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Contractor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor, if the Contractor is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor: _____

Date: _____



NON-COLLUSIVE AFFIDAVIT

State of _____

SS:

County of _____

_____being first duly sworn, deposes and says

that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

_____the Contractor that has submitted the attached
Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached
Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Contractor 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 Contractor or
person to submit a collusive or sham response in connection with the work for which the
attached Proposal has been submitted, or to refrain from responding in connection with such
work, or have in any manner, directly or indirectly, sought by agreement or collusion,
communication, or conference with any Contractor or person to fix this Proposal or to secure
through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against
the Town of Cutler Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

By: _____

(Printed Name)

(Title)

(Appendix - B Page 1 of 2)



APPENDIX B - CONTINUED

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 2017, before me, the undersigned

Notary Public of the State of Florida personally appeared

And whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath. or
o Did not take an oath.

(Appendix - B Page 2 of 2)



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

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

1. This sworn statement is submitted to the TOWN OF CUTLER BAY, FLORIDA

By _____

For _____

Whose business address is: _____

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

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non jury trial, or entry of a plea or guilty or nab contenders.

(Appendix - C Page 1 of 3)



APPENDIX C - CONTINUED

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, and means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore 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 or 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 management of any entity.

Signed, sealed and delivered

In the presence:

By:

(Printed Name)

(Title)

(Appendix - C Page 2 of 3)



APPENDIX C - CONTINUED

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 2017, before me, the undersigned Notary Public the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)

O Personally known to me, or
o Produced identification:

(Type of Identification Produced)

o Did take an oath. or
o Did not take an oath.

(Appendix - C Page 3 of 3)

END OF DOCUMENT



ADDENDUM NO. 2

RFP# 17-09

TOWN OF CUTLER BAY

JANITORIAL MAINTENANCE SERVICES

Addendum #2 form shall be part of the original RFP # 17-09: Janitorial Maintenance Services document and modifies the original RFP as noted below:

REVISION TO ORIGINAL RFP DOCUMENTS BELOW:

"RED"

Page 1 of 30

RESPONSE SUBMITTAL DUE DATE:

September 14, 2017

TIME: 2:00 PM

RESPONSE SUBMITTAL DUE DATE:

September 28, 2017

TIME: 2:00 PM

Page 2 of 30

Sealed submittals including one (1) original and five (5) copies plus one (1) CD containing all documents submitted, must be received no later than **2:00 PM on Thursday, ~~September 14, 2017~~** and be clearly marked on the outside, **“RFP 17-09 - Janitorial Maintenance Services”, by Debra E. Eastman, MMC, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189.**

Sealed submittals including one (1) original and five (5) copies plus one (1) CD containing all documents submitted, must be received no later than **2:00 PM on Thursday, ~~September 14, 2017~~ September 28, 2017** and be clearly marked on the outside, **“RFP 17-09 - Janitorial Maintenance Services”, by Debra E. Eastman, MMC, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189.**

Page 3 of 30**1.1 SCHEDULE OF EVENTS**

| No | Event | Date* | Time* (EST) |
|----|--|-------------------------------------|-------------------------------|
| 1 | Advertisement/ Distribution of RFP & Cone of silence begins | 07/27/2017 | 2:00 PM |
| 2 | Mandatory Pre-Bid Meeting & Facilities Site Inspections (Town Center Building located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189) | 08/17/2017 | 10:00 AM |
| 3 | Deadline to Submit Questions | 08/24/2017 | 4:00 PM |
| 4 | Deadline to Town Responses to Questions | 08/31/2017 | 5:00 PM |
| 5 | Deadline to Submit RFP-Response | 09/14/2017 | 2:00 PM |
| 6 | Evaluation of Proposals | 09/15/2017 through 10/06/2017 | 8:00 AM through 5:00 PM |
| 7 | Announcement of selected Contractors/Cone of Silence ends | 10/19/17 | 9:00 AM |

Page 3 of 30**1.1 SCHEDULE OF EVENTS**

| No | Event | Date* | Time* (EST) |
|-----------|---|--|-------------------------------|
| 1 | Advertisement/ Distribution of RFP & Cone of silence begins | 07/27/2017 | 2:00 PM |
| 2 | Mandatory Pre-Bid Meeting & Facilities Site Inspections (Town Center Building located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189) | 08/17/2017 | 10:00 AM |
| 3 | Deadline to Submit Questions | 08/24/2017 | 4:00 PM |
| 4 | Deadline to Town Responses to Questions | 08/31/2017 | 5:00 PM |
| 5 | Deadline to Submit RFP-Response | 09/28/2017 | 2:00 PM |
| 6 | Evaluation of Proposals | 09/29/2017 through 10/06/2017 | 8:00 AM through 5:00 PM |
| 7 | Announcement of selected Contractors/Cone of Silence ends | 10/19/17 | 9:00 AM |

Page 21 of 30

~~September 14, 2017~~ at which time their receipt will be publicly documented by the Town Clerk or his/her 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.

September 28, 2017 at which time their receipt will be publicly documented by the Town Clerk or his/her 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.



Exhibit "B"

RFP #17-09

Janitorial Maintenance Services

Pricing Sheet

BID PRICING SHEET**COST FOR MONTHLY MAINTENANCE SERVICES**

| <u>Item</u> | <u>Location</u> | <u>Total Square Footage</u> | <u>Unit Pricing Per Square Footage</u> | <u>Total Monthly Cost*</u> |
|--------------------|---------------------------------------|------------------------------------|---|-----------------------------------|
| 1 | Cutler Bay Town Center (CBTC) | 73,546 | \$ 0.085 SF | \$ 6,251.41 |
| 2 | Cutler Ridge Park Recreation Building | 2,916 | \$ 0.25 SF | \$ 729.00 |
| 3 | Cutler Ridge Park Restrooms | 540 | \$ 0.25 SF | \$ 135.00 |
| 4 | Cutler Ridge Pool Restroom/Shower | 2,214 | \$ 0.25 SF | \$ 553.50 |
| 5 | Saga Bay Park | 230 | \$ 0.25 SF | \$ 57.50 |
| 6 | Bel Aire Park | 136 | \$ 0.25 SF | \$ 34.00 |
| 7 | Lakes by the Bay Park | 480 | \$ 0.25 SF | \$ 120.00 |
| 8 | Franjo Park | 273 | \$ 0.25 SF | \$ 68.25 |

*Total Monthly Cost = Total Square Footage X Unit Pricing Per Square Footage

Optional Services (at outlined on Page 19 of 30) RFP # 17-09

| <u>Item</u> | <u>Optional Services</u> | <u>Unit Pricing Per Square Foot</u> |
|--------------------|--|--|
| 9 | Floor Stripping, Waxing, and Buffing | \$ 0.25 SF |
| 10 | Carpet Shampooing and Rinsing (Deep Extraction Method) | \$ 0.18 SF |
| 11 | Upholstery Shampooing | \$ 0.20 SF |
| 12 | Pressure Cleaning | \$ 0.06 SF |

Note: Optional Services shall **not** be included in Bidder's total monthly costs