

To: The Honorable Mayor and Council Members

From: Alberto Destrade, Purchasing Director 

Date: August 23, 2016

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE CITY ADMINISTRATION'S COMPETITIVE SELECTION OF SUPREME INTERNATIONAL SERVICES, LLC AND CHI-ADA CORPORATION, AS THE TWO HIGHEST RANKED CONTRACTORS TO FURNISH ALL MATERIALS, EQUIPMENT, TOOLS, MACHINERY, SUPERVISION, EXPERTISE, AND SERVICES NECESSARY TO PROVIDE JANITORIAL SERVICES AT CITY FACILITIES AS DESIGNATED BY CITY ADMINISTRATION TO BOTH CONTRACTORS, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THE REQUEST FOR PROPOSAL JANITORIAL SERVICES RFP NO. 18-15-16, AS AMENDED; FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AGREEMENTS WITH SELECTED CONTRACTORS FOR THE PROVISION OF SERVICES, FOR A COMBINED ANNUAL AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), AND IN THE EVENT CONTRACT NEGOTIATIONS FAIL, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE NEXT HIGHEST RANKED CONTRACTOR, UNTIL AN AGREEMENT IS REACHED AND EXECUTED; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

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**RECOMMENDATION**

Staff is requesting that the Mayor and City Council approve the results of the Evaluation Committee's final ranking of firms in response to Request For Proposals (RFP) No. 18-15-16 for Janitorial Services and to authorize the City Manager and City Attorney to negotiate and execute an agreement with the top two ranked firms, Supreme International Services, LLC and Chi-Ada Corporation, for an annual amount not-to-exceed \$200,000.

**BACKGROUND**

On April 27, 2016, the City issued RFP No. 18-15-16 soliciting proposals to provide the City with Janitorial Services. The City received thirteen (13) proposals in response to this Solicitation. As part of a two-tier evaluation process, the Evaluation Committee conducted an initial evaluation of each proposal and short-listed seven (7) firms to be interviewed by the Committee. The interviews were held on August 4, 2016, and based on the results of the Evaluation Committee (see attached tabulation) staff recommends the selection of the following top two ranked firms:

- Supreme International Services, LLC
- Chi-Ada Corporation

The initial term of the contract(s) awarded under this Solicitation shall be for three (3) years, with the option to renew for two (2) additional one-year terms. However, the first six (6) months of the contract(s) shall be considered a trial period based on the satisfactory performance of services. Moreover, the total amount of all contract(s) issued pursuant to this Solicitation shall not exceed \$200,000 per year.

In the event that staff is unable to finalize an agreement with either one of the top two ranked firms, the City may then proceed to either assign all of its facilities to the remaining firm or to enter into negotiations with the next highest ranked firm in order to ensure that the appropriate level of services needed by the City for all its facilities are met.

The total workload of City facilities shall be distributed and assigned in a manner determined by staff to be in the best interest of the City.

**FUNDING SOURCE**

This contract will be funded by the City's General Funds.

**ATTACHMENTS**

Resolution

RFP No. 18-15-16 Janitorial Services

Evaluation Committee Results – Tier 2 Final Scores

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE CITY ADMINISTRATION'S COMPETITIVE SELECTION OF SUPREME INTERNATIONAL SERVICES, LLC AND CHI-ADA CORPORATION, AS THE TWO HIGHEST RANKED CONTRACTORS TO FURNISH ALL MATERIALS, EQUIPMENT, TOOLS, MACHINERY, SUPERVISION, EXPERTISE AND SERVICES NECESSARY TO PROVIDE JANITORIAL SERVICES AT CITY FACILITIES AS DESIGNATED BY CITY ADMINISTRATION TO BOTH CONTRACTORS, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE REQUEST FOR PROPOSAL JANITORIAL SERVICES RFP NO. 18-15-16, AS AMENDED; FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AGREEMENTS WITH SELECTED CONTRACTORS FOR THE PROVISION OF SERVICES FOR A COMBINED ANNUAL AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), AND IN THE EVENT CONTRACT NEGOTIATIONS FAIL, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE NEXT HIGHEST RANKED CONTRACTOR UNTIL AN AGREEMENT IS REACHED AND EXECUTED; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, on April 27, 2016, the City of North Miami ("City") advertised *Request for Proposal Janitorial Services RFP No. 18-15-16* ("RFP"), seeking competitive proposals from qualified licensed and insured contractors to furnish all materials, equipment, tools, machinery, supervision, expertise, and services necessary to provide janitorial services at City facilities as designated by City administration to contractors (collectively referred to herein as "Services"), in accordance with the terms, conditions, and specifications contained in the RFP; and

**WHEREAS**, a total of thirteen (13) contractors submitted proposals in response to the RFP, from which seven (7) contractors were short-listed and subsequently ranked in accordance with the criteria established in the RFP; and

**WHEREAS**, Supreme International Services, LLC and Chi-Ada Corporation were found to be the top two (2) ranked contractors (collectively referred herein as "Contractors") based on

the results of the City's Evaluation Committee, demonstrating to be the most advantageous to the City in the provision of Services; and

**WHEREAS**, Contractors have manifested the capability and willingness of providing Services to the City, for a combined annual amount not to exceed Two Hundred Thousand Dollars (\$200,000.00), with an initial term of contract for three (3) years and two (2) additional options to renew, on a year-by-year basis; and

**WHEREAS**, City administration respectfully requests that the Mayor and City Council approve the selection of Contractors and further authorize the City Manager and City Attorney to negotiate and execute agreements with selected contractors, and in the event contract negotiations fail, authorizing the City Manager and City Attorney to negotiate and execute an agreement with the next highest ranked contractor, until an agreement is reached and executed; and

**WHEREAS**, the Mayor and City Council find the selection of Contractors to be in the best interest of the City and that the expeditious provision of Services are designed to protect the health, safety, and welfare of City employees and all members of the public visiting City facilities.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1.**      **Approving Selection of Contractors.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the City Administration's competitive selection of Supreme International Services, LLC and Chi-Ada Corporation, as the two highest ranked contractors to furnish all materials, equipment, tools, machinery, supervision, expertise, and services necessary to provide janitorial services at City facilities as designated by City administration to both contractors, in accordance with the terms, conditions, and specifications contained in the *Request for Proposal Janitorial Services RFP No. 18-15-16*, as amended.

**Section 2.**      **Authority of City Manager and City Attorney.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to negotiate and execute agreements with selected contractors for the provision of services, for a combined annual amount not to exceed Two Hundred Thousand Dollars (\$200,000.00), and in the event contract negotiations fail, authorizing the City Manager and City Attorney to negotiate and execute an agreement with the next highest ranked contractor, until an agreement is reached and executed.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
DR. SMITH JOSEPH  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
JEFF P. H. CAZEAU, ESQ.  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

Mayor Smith Joseph, D.O., Pharm. D.  
Vice Mayor Alix Desulme  
Councilman Scott Galvin  
Councilwoman Carol Keys, Esq.  
Councilman Philippe Bien-Aime

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)



EVALUATION COMMITTEE TIER 2 SCORES AND RANKING

RFP Title: Janitorial Services

RFP No. 18-15-16

Meeting Date: August 4, 2016 at 1:00 P.M.

Vendors:	Evaluator			Total Points	Local Vendor Preference	Adjusted Final Score	Ranking Order
	Derrick Corker	Thomas Positano	Willie Walden				
Supreme International Services, LLC	82	82	92	256	Yes	281.6 *	1
Chi-Ada Corporation	90	84	85	259	No	259	2
American Facility Services, Inc.	92	82	84	258	No	258	3
Sunshine Cleaning Systems, Inc.	88	81	89	258	No	258	3
United States Service Industries, Inc. (USSI)	79	80	86	245	No	245	4
JFG Financial Services LLC D.B.A Optell Solutions	69	79	88	236	No	236	5
McKenzie's Cleaning, Inc.	68	75	87	230	No	230	6

\* **NOTE:** IN ACCORDANCE WITH THE LOCAL VENDOR PREFERENCE ORDINANCE, THE FINAL SCORE FOR SUPREME INTERNATIONAL SERVICES, LLC, WAS ADJUSTED (INCREASED) BY 10% OF THE TOTAL EVALUATION POINTS FROM 256 TO 281.60.



## REQUEST FOR PROPOSAL

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### Janitorial Services

### RFP No. 18-15-16

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#### PRE-PROPOSAL CONFERENCE

FRIDAY, MAY 06, 2016 AT 10:00AM

#### ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

MONDAY, MAY 16, 2016 AT 3:30PM (LOCAL TIME)

#### RESPONSE SUBMISSION DATE AND TIME

THURSDAY, MAY 26, 2016 AT 3:30PM (LOCAL TIME)

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CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, 1<sup>ST</sup> FLOOR  
776 NE 125<sup>TH</sup> STREET  
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation document may be obtained by contacting DemandStar by Oniva at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and request Document **No. 18-15-16**

Contact Person: Linda Julien, Assistant Purchasing Director  
Email: [Ljulien@northmiamifl.gov](mailto:Ljulien@northmiamifl.gov) | Phone: (305) 895-9886 | Fax: (305) 895-1015



The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Proposals from qualified and experienced firms ("Proposers" or "Respondents") to provide Janitorial Services for various locations throughout North Miami City Hall and off site city facilities.

Please submit one (1) original Proposal, five (5) copies of the original Proposal and one (1) digital copy on compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section, where shortly after a public opening will take place in the Office of the City Clerk at which time accepted Proposals will be opened and read. Proposals received after said date and time will not be considered and no time extensions will be permitted. Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161. Please clearly mark Proposals:

**"IMPORTANT, SOLICITATION ENCLOSED"**

**Janitorial Services  
RFP No. 18-15-16**

The City's tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	Wednesday, April 27, 2016	
Pre-Proposal Conference:	Friday, May 06, 2016	10:00am
Last Date for Receipt of Written Questions:	Monday, May 16, 2016	3:30pm
Opening of Proposal:	Thursday, May 26, 2016	3:30pm
City Council Contract Approval Date:	To Be Determined	

*(The City reserves the right to delay or modify scheduled dates and will post notice of any changes on the Purchasing Departments website.)*

Copies of this Solicitation may be obtained by contacting DemandStar via Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 or may be downloaded from the City's Purchasing Department website at [http://northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

**PRE-PROPOSAL CONFERENCE**

A Pre-Proposal conference will be held on the date and time specified in the Solicitation Timetable section at the City of North Miami City Hall located at 776 NE 125<sup>th</sup> St, North Miami, FL 33161, 2nd Floor Council Chambers to discuss the special conditions and specifications included within this Solicitation. Proposers are requested to bring this Solicitation document to the conference, as additional copies will not be available.

**ACCEPTANCE AND REJECTIONS**

The City reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-

192 prohibiting certain communications with the City as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,

Linda Julien,  
Assistant Purchasing Director

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All of our contract forms are fill-in able and can be found on our website at:

<http://northmiamifl.gov/departments/purchasing/forms.aspx>

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
- A-3 Local Preference Affidavit
- A-4 Questionnaire Instructions
- A-5 Acknowledgement of Addenda
- A-6 Proposer's Disclosure of Subcontractors, vendors and Suppliers
- A-7 Insurance Requirements
- A-14 References

# SECTION 1.0 INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

## 1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Awarded vendor.
- c) "**Awarded vendor**" means the Proposer or Respondent that receives an award of Contract or agreement from the City as a result of this Solicitation. Awarded vendor shall be the City's Janitorial firm.
- d) "Department" means a department of the City of North Miami.
- e) "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.
- f) "Proposer" or "Respondent." All Awarded vendors, consultants, organizations, Respondents or other entities submitting a response to this RFP.
- g) "Project" is the total sum of all Work and Services (as defined herein) to be performed under this Contract for Complete equine management services, including stables, public pony ride operations, and related services.
- h) "Scope of Services" or "Scope of Work" means section 2.0 of this Solicitation, which details the work to be performed by the Awarded vendor or consultant.
- i) "Solicitation" means this Request for Proposal (RFP) document, and all associated addenda and attachments.
- j) "Subcontractors vendors" or "Sub-consultant" to mean any person, Respondent, entity or organization, other than the employees of the Awarded vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the city, whether directly or indirectly, on behalf of the Awarded vendor.
- k) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services provided or to be provided by the Awarded vendor to fulfill their obligations to the City in accomplishing the Project at the selected location, as more specifically detailed in Section 2.0 herein.

## 1.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Awarded vendors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

## 1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

## 1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The Public Entity Crime Affidavit, (**Form "A-1"**) attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the Public Entity Crime Affidavit is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

## 1.5. PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors vendors, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a

period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any work or materials furnished.

#### **1.6. LOBBYING**

All Respondents, their agents and proposed sub consultants or Subcontractors vendors, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed sub-consultants or Subcontractors vendors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub consultants or Subcontractors vendors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

#### **1.7. SUSPENSION OF AWARDED VENDORS FOR MATERIAL BREACH OF CITY CONTRACTS**

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend Awarded vendors from doing business with the city whenever an Awarded vendor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Subcontractors vendors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors vendors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors vendors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

#### **1.8. POINTS OF CONTACT TIMETABLE FOR INQUIRES**

Respondents shall contact the contract specialist, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquires shall be in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

#### **1.9. ORAL REPRESENTATION**

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

#### **1.10. ADDENDA**

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star and by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.**

#### **1.11. CANCELLATION OF THE SOLICITATION**

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the city.

#### **1.12. PROTEST**

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the city at the time of filing the formal written protest with the city at the time of filing the formal written protest a filing fee in an amount equal to

one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125<sup>th</sup> Street, 1<sup>st</sup> Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

#### **1.13. CONTRACT**

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the city determines to be fair, competitive and reasonable.

#### **1.14. DEVELOPMENT COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

#### **1.15. TAX EXEMPT STATUS**

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

#### **1.16. RESPONSE SUBMISSION AND OPENING**

All response shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

#### **1.17. ASSIGNMENT OF RESPONSE**

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

#### **1.18. WITHDRAWAL OF RESPONSE**

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent Contract negotiation.

#### **1.19. PUBLIC RECORDS AND EXEMPTIONS**

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the response opening, whichever is earlier.

#### **1.20. REJECTION OF RESPONSES**

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

- (1) When such rejection is in the interests of the City;
- (2) If such Proposal is deemed non-responsive;
- (3) If the Respondent is deemed non-responsive; or
- (4) If the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

#### **1.21. WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS**

The selection committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission

and evaluation of the written Proposals, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentation will be scheduled and publicly noticed by the City. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the Evaluation Committee for each Respondent.

#### **1.22. REVIEW OF PROPOSAL FOR RESPONSIVE**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

#### **1.23. CITY COUNCIL REVIEW**

The Purchasing Director will report the result of this RFP to the City Council for final approval in accordance with the City's Procurement Ordinance to enter into contract Negotiation. The City reserves the right to reject all Proposals.

#### **1.24. THE CITY OPTIONS**

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

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

#### **1.25. CONTRACT AWARD**

The City anticipates the award of one Contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract

period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

#### **1.26. PROPOSAL SUBMITTAL/ADDENDUMS**

All Proposals submitted shall include the completed Price Proposal Form and all required product information and any other items as indicated on the Price Proposal Form. Proposals will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Buyer.

#### **1.27. NON-RESPONSIVE PROPOSALS**

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

#### **1.28. CONE OF SILENCE**

This RFP is issued pursuant to the City of North Miami Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the city clerk, with the copy thereof to

each city council member, and shall include in any public Solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, RFQ or bid documents. A copy of all written communications must be filed with the City Clerk.

**1.29. RESPONDENT'S DISCLOSURE OF  
SUBCONTRACTORS VENDORS AND  
SUPPLIERS**

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors vendors or sub consultants who will perform any part of the Contract work and all suppliers who will supply materials for the Contract work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors vendors or suppliers from those listed in the Proposal except upon written approval of the City (**See "Form A-6"**).

**1.30. BUSINESS ENTITY / RESPONDENT  
REGISTRATION**

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (revised 7/09) from our website at [www.northmiamifl.gov](http://www.northmiamifl.gov) it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

**1.31. EXCEPTION TO THE RFP**

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate

clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

**1.32. PROPRIETARY/ CONFIDENTIAL  
INFORMATION**

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

**1.33. LOCAL VENDOR PREFERENCE**

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any of the following objective criteria. A local business shall be defined as:

- a) A business located in the city with a current city business tax receipt issued prior to the city's issuance of the solicitation for supplies or services; or
- b) Has at least ten (10) percent of its total workforce residing in the city prior to the city's issuance of the solicitation for supplies or services; or
- c) Subcontracts at least ten (10) percent of the contractual amount of a city project with subcontractors who are physically located within the city. The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the city (Must complete Form A-3a & A-3b)

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

**1.34. RULES, REGULATED AND LICENSING  
REQUIREMENTS**

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

The City will not accept Proposals received after opening time and encourages early submittal.

**1.35. COMMUNITY BENEFITS PLAN**

The Awarded vendor may be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code.

The Awarded vendor may be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Awarded vendor may be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Proposers are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the Awarded vendor, as a precondition to the execution of any agreement. The Awarded vendor's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Proposer.

**1.36. MODIFICATIONS OF PROPOSAL**

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

**1.37. TRUTH IN NEGOTIATION STATEMENT**

The Awarded vendor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

**1.38. REVIEW OF PROPOSAL**

The City will not allow any request for documents or reviews of submittals until thirty days after Proposals are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

**1.39. LATE SUBMISSIONS**

**1.40. PROPOSAL OPENING**

This solicitation will not be based solely on price. Therefore, the Price Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposals will be read in the Office of the City Clerk located on the 1st floor of City Hall 776 NE 125<sup>th</sup> Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

**1.41. ATTORNEYS' FEES**

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

**1.42. CONFLICTS OF INTEREST**

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with awarded vendors or Respondents providing professional services on Work assigned to the Awarded vendor, except as fully disclosed and approved by the City. Awarded vendor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

**1.43. CONSTRUCTION SERVICES**

Does not apply to this solicitation.

**1.44. AWARDED VENDOR RELIANCE ON BUILDING DEPARTMENT**

Does not apply to this solicitation.

**1.45. AWARDED VENDOR OBLIGATIONS**

Does not apply to this solicitation.

**END OF SECTION**

## SECTION 2.0 SCOPE OF WORK

### SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

#### 2.1 PURPOSE

The purpose of this Solicitation is to solicit Proposals from qualified, and experienced firms ("Proposers" or "Respondents") to provide Janitorial Services for various locations throughout North Miami City Hall and Parks and offsite City facilities. The City reserves the right to select and award one or more vendors under this solicitation or to reject any or all proposals.

Service at specified locations shall include cleaning of all offices, conference rooms and common areas, including: lobbies, hallways, waiting areas, janitorial closets, kitchen areas, lunch rooms, elevators, stairwells and landings (if applicable), restrooms and restroom lobby areas.

The awarded vendor shall perform services on each of the specified days, except for City observed holidays. When a City observed holiday falls on a regularly scheduled service day, and the City is not accessible to the Awarded vendor, the awarded vendor shall perform the regularly scheduled services on the next workday following the holiday closure. Exceptions will require arrangements with the City's Facilities Maintenance Supervisor or his or her designee.

Respondent must provide as part of their Proposal proper staffing levels to ensure that the services are completed in the requisite period of time.

#### 2.2 SERVICE LOCATIONS

Janitorial services shall be performed at the designated locations below.

ATTACHMENT	LOCATION	ADDRESSES
A	City Hall	776 NE 125 <sup>th</sup> St
B	Police Department	700 NE 124 <sup>th</sup> St
C	Museum of Contemporary Art (MoCA)	770 NE 125 <sup>th</sup> St
D	North Miami Public Library	835 NE 132 <sup>th</sup> St
E	Parks & Recreation Admin Office	12300 NE 8 <sup>th</sup> Ave
F	Motor Pool	1855 NE 142 <sup>nd</sup> St
G	Enchanted Forest	1735 NE 135 St
H	Griffing Adult Center	12220 Griffing Blvd

I	Sunkist Grove Community Center	12500 NW 13 Ave
J	Keystone Center	13050 Ixora Ct
K	Gwen Margolis Community Center	1590 NE 123 St
L	Ben Franklin Park	13400 NW 12 Ave
M	Claude Pepper Park	1255 NW 135 St
N	Cagni Park	13498 NE 8 <sup>th</sup> Ave
O	Cagni Gym	791 NE 135 <sup>th</sup> St
P	Joe Celestine Center	1525 NW 135 St
Q	Clyde W. Judson, Jr. Community Center	12100 NW 16 Ave
R	Utility Operations Center	1815 & 1817 NE 150 <sup>th</sup> St
S	7 <sup>th</sup> Avenue Community Center	13753 NW 7 <sup>th</sup> Ave
T	Police Crime Scene Trailer	700 NE 124 <sup>th</sup> St
U	Code Compliance Trailer	12330 NE 8 <sup>th</sup> Ave

**NOTE: See attachments for each location for a more detailed and comprehensive scope of work.**

### **2.3 MATERIALS, SUPPLIES, EQUIPMENT & UTILITIES**

#### **A) Responsibilities of the City of North Miami:**

1. Furnish electrical power at existing outlets for the Awarded vendor to successfully complete required tasks.
2. Furnish hot and cold water as necessary, where available.
3. Furnish adequate storage space (i.e.-janitor's closet), where available.

#### **B) Responsibilities of the Awarded vendor:**

1. The Awarded vendor shall furnish, inventory and install all supplies and materials necessary for the performance of its work. These supplies and materials shall include but not be limited to: two-ply toilet tissue, two-ply paper towels, trash liners (all sizes) and hand soap which shall be of a quality and type customarily utilized by other awarded vendors in the janitorial profession. No later than five (5) days prior to the contract starting

date, the awarded vendor shall provide to the Facilities Maintenance Supervisor, a list giving the manufacturer, brand name, and each of the materials that the vendor proposes to use in the performance of their work. The Facilities Maintenance Supervisor must approve the awarded vendor's listing of supplies and materials prior to their use. No ammonia, laundry bleach shall be used in the performance of the services, without prior approval of the Facilities Maintenance Supervisor. The Awarded vendor shall provide a copy of all applicable Safety Data Sheets (SDS) for all hazardous materials (products containing CAUTION or WARNING labels) to the Facilities Maintenance Supervisor prior to their use within any City Facility. In addition, where applicable, each storage closet designated by the city is required to have an MSDS book listing all supplies contained therein. The Awarded vendor shall stock all chemicals in their original containers that shall bear the original manufacturer's label (or photocopy thereof) that includes the name and address of the manufacturer, instruction for use and any pertinent warning and safety instructions.

2. The Awarded vendor shall not use any product or material which the Facilities Maintenance Supervisor determines would be unsuitable for the purpose or harmful to the surface to which applied. The repair or replacement cost for any damage caused by any misused products or materials will be deducted from the awarded vendor's monthly invoice.

3. Any product or material used by the awarded vendor that does not achieve desired results will be replaced with a more effective product when so requested by the Facilities Maintenance Supervisor.

4. All necessary equipment, including but not limited to power driven floor scrubbing machines, waxing and polishing machines, industrial type vacuum cleaners, etc. as required for the performance of the work in this contract shall be provided by the awarded vendor. Such equipment shall be of the size and type as customarily used for this work and shall meet with the Facilities Maintenance Supervisor's approval. Any defective equipment shall be repaired or replaced within 72 hours.

## **2.4 DEFINITIONS OF SERVICES REQUIRED**

### **A) Restroom cleaning:**

1. Restrooms are considered clean when all areas are clean and free of dirt, water streaks, mop marks and strings, gum, grease, and tar. All porcelain, chrome, and/or brass and metal fixtures must be clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture.

2. Restroom cleaning shall include: sweeping, scrubbing, and wet mopping all floors, cleaning all fixtures including metal, porcelain, brass, and/or chrome surfaces, water closets, urinals, shelves, washbasins, shower stalls (where applicable), mirrors, waste receptacles, dispensers and wall surfaces. All grout and baseboards are to be free from dirt and grime. Walls under and around sinks and toilets must be scrubbed and disinfected. Floors shall be free of streaks, swirl marks and detergent film and all surfaces including walls and baseboards shall be free of marks and stains. All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles must be emptied,

cleaned (washed or wiped as necessary) and disinfected. New bags must be provided and inserted. If required, all graffiti shall be removed where possible.

3. Restroom cleaning shall also include restocking and supplying paper towels, multi-fold towels, soap, toilet paper, toilet seat protector, feminine hygiene product disposable bags, urinal screens and deodorant blocks. All rolls and dispensers must be filled and trash receptacles must be emptied and supplied with new bags.

**B) Floors:**

1. Sweeping: Sweeping shall include removing all trash, dirt, cigarette butts, gum and foreign matter from all interior floor surfaces, interior and exterior walkways, stairwells and courtyards. No dirt, debris or litter shall be left in corners, under desks or furniture or behind doors.

2. Damp Mopping: Damp mop all floors suitable for damp mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all baseboards while utilizing a material suitable for the type of floor cleaned. All surfaces must be free of splash marks and the finished area must have a uniform appearance. All floor drains must be cleaned and traps filled with disinfectant to prevent odor. Water used to mop must be fresh and changed after cleaning restrooms.

3. Scrubbing and Re-coating Floors: Remove several layers of wax and dirt using a material suitable for the flooring type. The floor finish shall be uniform in appearance and all corners, edges, baseboards, shall be free from debris and dirt.

4. Stripping Floors: Remove existing floor wax with a material suitable for the floor type. All old wax shall be removed and there shall be no buildup in corners or crevices. The floors shall be uniform in appearance and there shall be no evidence of gum, burns, rust, scuffs or marks.

5. Waxing Floors: Floors shall be free of streaks and skipped areas. In addition, walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be coated evenly and the appearance must be consistent in all areas.

6. Polishing Floors: Polish all floors with equipment and chemicals suitable for the floor type. After polishing, floors shall have a uniform luster and shall be free of streaks. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly polished and the appearance must be consistent in all areas.

7. Vacuuming: All carpeted areas, including interior and exterior rugs shall be vacuumed. Carpet and rugs shall be clean and free from dirt, dust balls and other debris and soil. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced in original position. A crevice attachment shall be used where required.

8. Carpet Cleaning and Rug Extraction: All carpets and rugs shall be vacuumed prior to extraction. Utilizing a method that is suitable for the type of carpet or rug, remove all soil, spots, stains, smears and spillages. After extracting, carpets or rugs must be thoroughly clean and present uniform appearances. All nap should lie in a uniform direction and there should be no discoloration. Dry cleaning methods should be used whenever appropriate.

9. Spot Cleaning of Carpet: Remove all evidence of excessive buildup of dirt, spillages, spots and stains. After removal, carpet shall show no visible signs of discoloration. Cleaned areas must blend with the adjacent carpeted areas.

**C) General Cleaning:**

1. Damp Wiping and Spot Cleaning of Surfaces: Damp wiping/spot cleaning shall include the removal of all fingerprints, smudges, marks or spots from surfaces with a cleaner suitable for disinfecting. Doors, door frames, window frames, window sills, ledges, walls and metal partitions shall be included. Damp wiping/spot cleaning shall be considered clean when all areas are free from fingerprints, hand marks, smudges, dirt, dust and spots. All areas cleaned must not show any indication of discoloration.

2. Dusting: All dust, spider webs, and debris shall be removed from all fixtures and surfaces from the floor up to and including the ceiling. This includes but is not limited to exposed surfaces of lights, grilles, light fixtures, ledges, chair rungs, table legs, desks, pictures, and other furniture. In addition, the tops of all high book cases, wall shelving, cabinets, air conditioning vents, ceiling molding and other items shall be left free of dust and debris.

3. Cleaning Drinking Fountains: The stainless steel or porcelain surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall appear to be bright and have a uniform appearance. All fountains must be kept free of trash, coffee grounds and other foreign matter. Wipe down all surfaces with a disinfectant.

4. Metal Cleaning and Polishing: Clean all stainless steel, chrome, brass and metal surfaces with an appropriate polish. Metal surfaces shall be free of smears, stains, finger and hand prints. All surfaces shall be bright and uniform in luster.

5. Glass Cleaning: Clean all interior and exterior glass to include doors, mirrors and glass desk tops. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.

6. Window Cleaning: All interior and exterior glass windows, from ground level up to twelve feet (12ft) will be cleaned on a monthly basis (except for Police Department which will be cleaned semi-annually). Additionally, all entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass and frames shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.

As an optional service, the Awarded Vendor shall submit pricing for cleaning exterior windows above twelve feet (12ft). The submitted price shall include all equipment, including scaffolding, equipment lift, etc., if applicable.

7. Cleaning and Dusting Blinds and Mini-Blinds: Clean all blinds and mini-blinds. Defective items must be reported to the Facilities Maintenance Supervisor for replacement. Blinds must be free of dust, dirt and grime.

**D) Waste Removal:**

1. Trash Removal: The Awarded vendor shall empty and return to all appropriate locations, all interior and exterior waste receptacles, waste baskets, cigarette ash receptacles and any other trash containers. All litter, cans, paper and other containers marked "TRASH" shall be removed. Collected trash shall be disposed to areas as designated by the Facilities Maintenance Supervisor. All containers used for collection must be cleaned inside and outside daily. In addition, Awarded vendor shall provide plastic liners for waste baskets or receptacles and change daily. Empty and clean all ashtrays as applicable. All discarded material must be removed from all receptacles and sand shall be replaced when required. Trash removal is considered to be satisfactory when no dirt, grime or residue remains on the inner or outer surface of the receptacles.

2. Recycling Program: The awarded vendor will work with the City in assuring that recycling goals are met.

**E) Break Room Cleaning:**

Empty all trash and waste receptacles in break room, kitchens and/or kitchenettes. Replace all waste can liners. Clean counter tops, sinks, table tops, chairs, exterior of refrigerator, microwave oven and cupboards. Dust and mop floor. Refill soap and paper dispensers, where required.

**F) Special Areas / Requirements:**

1. Pressure Washing and Cleaning: The Awarded vendor shall, on a quarterly basis, utilize a high pressure washer or other appropriate equipment, to clean all concrete floors, walls, overhangs and adjacent surfaces to entryways. All locations / facilities perimeter walkways and walkway overheads are to be included. Floors and surfaces should appear clean and free of dirt, water streaks, gum, grease, tar and oil spots. Remove excess water from all floor surfaces.

2. Elevator Cleaning: Clean all interior and exterior surfaces of elevators including doors and floor tracks. Polish all metal surfaces in accordance with the standard for metal polishing as delineated herein. Work shall include but not be limited to sweeping and mopping floors, stripping floors and buffing as required. All elevators shall be free of trash and debris.

3. Janitorial Storage Space or Mop Closets: All storage and mop closets must be kept clean at all times. Storage spaces cannot be used for storing trash. All areas must be kept clean and orderly at all times. All

janitorial equipment must be properly stored and closets shall be free from safety hazards and shall contain appropriate MSDS forms.

4. Exercise Equipment: (Police Department): All exercise equipment and fixtures including metal, porcelain, brass and chrome shall be cleaned and disinfected. All cleaning is to be done with a substance that is suitable for cleaning and disinfecting.

5. Holding Cells: Holding cells will be cleaned daily with a disinfectant cleaner. Stainless steel surfaces shall be free of dust spots, stains, streaks, mold and mildew. The surfaces shall be bright and have a uniform appearance. Floor will be swept and damp mopped. Walls will be cleaned and free of fingerprints, smudges, marks and spots. This includes but is not limited to doors, doorframes, molded seating areas. Window or glass view areas will be cleaned and shall present clear, streak-free surfaces. Cleaning times shall be coordinated with Maintenance Mechanic at the Police Department. Cleaning personnel must be trained in Bio-hazardous cleanups by their employer and proof of certification to handle bio-hazardous clean ups must be submitted annually to the Administrative and Support Services Major. Any new cleaning company employee must show proof of certification prior to working at this facility.

**G) Emergency Cleaning Service:**

A separate hourly rate is requested for “Emergency Cleaning Services” (services requested for hours or days not required in the Solicitation document).

**H) Special Events Janitorial Service:**

A separate rate is requested for “Special Events Janitorial Services” (weekends and evenings). The “special events services” will be requested mainly by, but not limited to, the Museum of Contemporary Art (MoCA), Gwen Margolis Community Center, and Keystone Community Center, for events such as exhibit openings, functions, etc. The required services are specified under the related location attachments.

## **2.5 INITIAL CLEANING REQUIREMENT**

In addition to the monthly services, the Awarded vendor shall bring all facilities to acceptable standards during the first month of the contract. The initial cleaning will be performed in addition to routine cleaning tasks, but will not be billable as additional services. Failure to successfully complete the initial cleaning phase may be considered a determining factor in discontinuing the services under the contract.

## **2.6 PERIODIC CLEANING SCHEDULE**

Cleaning specified to be performed weekly, bi-weekly, monthly and semi-annually must be pre-scheduled by the Awarded vendor and must be submitted for approval to the FACILITIES MAINTENANCE SUPERVISOR.

By the first of each month, the Awarded vendor must forward to the Facilities Maintenance Supervisor, in writing, a list of cleaning/janitorial services they will perform for that month in accordance with the specifications, listing the starting and completion date for each cleaning task.

The frequency of cleaning listed in the specifications must be performed as specified unless modified in writing by the Facilities Maintenance Supervisor or his designee.

All cleaning methods used to perform the cleaning outlined in the specifications must be those that are universally accepted in the cleaning maintenance field. In addition, each cleaning function shall be completed in a workmanlike manner. All cleaning requirements must be performed in its entirety in accordance with the specifications.

## **2.7 SUPERVISION**

The Awarded vendor shall provide a sufficient number of trained and qualified supervisors capable of providing the necessary supervision in accordance with the contract. Each supervisor shall be capable of written and verbal communication in the English language and shall be able to effectively communicate with City staff.

The supervisor shall conduct periodic inspections of each site to ensure that the work has been satisfactorily completed. A written report shall be submitted each week, detailing work performed in all of the site areas during the week. The Awarded vendor shall ensure that the Facilities Maintenance Supervisor, or his/her designee, is provided a copy of each weekly report, prior to the end of the work week during which the inspections were conducted. The Facilities Maintenance Supervisor may request the Awarded vendor to remove any supervisor if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

The City reserves the right to inspect the materials and services of the Awarded vendor. If the materials or services supplied to the City are found to be of low quality, defective, or not in conformance with specifications, the City reserves the right to cancel the contract upon thirty (30) days written notice to the Awarded vendor and return and replace the remaining supplies and equipment at Awarded vendor's expense.

Risk of loss or damage of Awarded vendor's supplies and equipment with respect to all items owned by the Awarded vendor that are on City premises, shall be the responsibility of the Awarded vendor.

## **2.8 DISPUTES**

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

## **2.9 LEGAL REQUIREMENTS**

Federal, State, County and City laws, ordinances, rules and regulations that in any manner affect the items and services covered herein apply. Lack of knowledge by the Awarded vendor will in no way be a cause for relief from this responsibility.

## **2.10 OSHA**

The Awarded vendor warrants that the products and services supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Awarded vendor.

## **2.11 SAFETY PRECAUTIONS**

The Awarded vendor is required to strictly adhere to all safety precautions, regulations and requirements. Safety shall be a top priority and the Awarded vendor is required to train its staff on how to handle materials, equipment, supplies, and processes to maximize the safety of the cleaning staff, the City staff, and of the general public within the facilities. This includes, but is not limited to, ensuring all floor surfaces are not slippery, that no trip hazards are left, that no corrosive chemicals are left on surfaces, etc.

The Awarded vendor shall maintain suitable practices, methods, and procedures designed specifically for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly adhered to by the Awarded vendor.

In the event of an accident resulting from the negligence of the Awarded vendor, the Awarded vendor shall be fully liable for injuries caused to affected persons and/or property. It is expected that the Awarded vendor will train its staff with respect to safety precautions and maintain a safe working environment on City premises.

## **2.12 FORCE MAJEURE**

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

## **2.13 ACCESS TO CITY FACILITIES**

The City only authorizes access to its facilities, only for the purposes of this RFP, to agents or employees of the awarded vendor with a valid background check acceptable to the City, in terms of format and source. The employees must be introduced to the City's Facilities Maintenance Supervisor or his/her designee, prior to the commencement of any work. All the background checks are to be provided to the City at the sole expense of the awarded vendor.

The awarded vendor should provide background checks for any contingent or emergency staff who is slated to “fill in” when an assigned and approved employee is out.

Personnel who work at the Police Department must also pass a “Police background check” in addition to the one the awarded vendor will provide and submit to the Facilities Maintenance Supervisor.

No unauthorized individuals shall be allowed in City facilities by the awarded vendor, its staff or agents.

The awarded vendor shall be responsible for keys or codes entrusted to them. The keys or codes shall only be given to staff employed by the Awarded vendor who is familiar to the City’s Facilities Maintenance Supervisor or his designee.

**2.14 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal conference will be held on the date and time specified in the Solicitation Timetable section at the North Miami City Hall located at 776 NE 125<sup>Th</sup> Street North Miami, FL 33161 on the 2nd floor inside of the Councils Chambers to discuss the special conditions and specifications included within this Solicitation. Proposers are requested to bring this Solicitation document to the conference, as additional copies will not be available.

**2.15 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK ON TIME**

Intentionally Omitted

**2.16 BID BOND/OFFER GUARANTY BASED ON PERCENTAGE OF OFFER PRICE**

Intentionally Omitted.

**2.17 PERFORMANCE & PAYMENT BOND**

Intentionally Omitted.

**2.18 FAILURE TO PERFORM**

If in the opinion of the City's representative, the Proposer refuses to begin Work, improperly performs said Work, or neglects or refuses to complete such work, the City may thereupon look to the next lowest and responsive and responsible Respondent to complete the Work or re-advertise for Proposals.

**2.19 PAYMENT**

Intentionally Omitted.

**2.20 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT**

If the Proposer is awarded a contract under this Solicitation, the prices quoted by the Proposer on the Price Proposal Form shall remain fixed and firm during the initial term of this contract; provided, however, that the Proposal may offer

incentive discounts from this fixed price to the City at any time during the contractual term.

**2.21 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE AWARDED VENDOR**

Unless otherwise provided in this Solicitation, the Awarded vendor shall furnish, all necessary labor, material and equipment for satisfactory performance of this Contract.

**2.22 PERSONNEL**

Awarded vendor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the Respondent shall be considered to be at all times the sole employees of the contractor, under the Respondent's sole direction, and not an employee or agent of the City of North Miami. The Respondent shall supply competent and physically capable employees and the City may require the Respondent to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

**2.23 COUNCIL MEETING**

Awarded vendor must be available to attend City Council meetings when required. Awarded vendor must be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint's or handouts) if requested by Council and/or authorized City representative.

**2.24 CLARIFICATION AND INQUIRIES**

Any questions or clarifications regarding this Solicitation shall be submitted in writing to the Purchasing department, via email at [Purchasing@northmiamifl.gov](mailto:Purchasing@northmiamifl.gov) Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Solicitation Timetable section. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's webpage and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

**END OF SECTION**

## **SECTION 3.0 SPECIAL TERMS & CONDITIONS**

### **3.1 SITE DESCRIPTION**

See attachments.

### **3.2 TERM OF CONTRACT**

This Contract will commence on the first calendar day of the month succeeding approval of the Contract by the City Council, or designee, unless otherwise stipulated in the Notice of Award letter, which is issued by the City's Purchasing Department and contingent upon the completion and submittal of all required Solicitation documents.

The initial term of the Contract shall be for three (3) years, with the first six (6) months being a trial period. If the Services provided by the Awarded vendor(s) are satisfactory as determined by the City at the conclusion of the six-month trial period, the Contract term will continue. This Contract shall remain in effect for the entirety of the initial term; provided that the services rendered by the Awarded vendor(s) during the Contract period are satisfactory. In the event Services are scheduled to end because of the expiration of this Contract, the Awarded vendor shall continue the service upon the request of the City.

### **3.3 OPTION TO RENEW**

The initial contract prices resulting from this Solicitation shall remain firm and fixed for a three (3) year period from the contract's initial effective date. Prior to or upon completion of the initial term, the City shall have the option to renew this contract for an additional two (2) years on a year-to-year basis. Prior to the renewal of each option year, the City may consider an adjustment to price based on changes in the following pricing index: Consumer Price Increase, Urban Wage Earners, Miami / Ft Lauderdale.

### **3.4 METHOD OF AWARD**

Please see section 4.3 of this Solicitation

### **3.5 INDEMNIFICATION AND INSURANCE**

The Awarded vendor must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and/or Auto Liability Insurance. Awarded vendor shall guarantee all required insurances remain current and in effect throughout the term of Contract. All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period.

The insurance carriers shall have a minimum of B+ rating based on the latest rating publication of Property and Casualty Insurers of A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to commencement of Project. Awarded vendor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided

that such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to this Project. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made for other projects undertaken by Awarded vendor.

**Respondents must submit with their response**, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

#### 3.5.1 COMMERCIAL GENERAL LIABILITY

With project dedicated minimum limits of **\$1 Million** per occurrence for bodily injury and property damage. This coverage shall also include personal and advertising injury, medical payments and products completed operations to be maintained for 3 years after completion of Project.

#### 3.5.2 COMMERCIAL AUTOMOBILE LIABILITY

With minimum limit of **\$1 Million**, covering any auto including non-owned, hired or leased

#### 3.5.3 WORKER'S COMPENSATION

As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease.

#### 3.5.4 JANITORIAL SERVICE BOND

Valued at \$100,000 – Responding to loss of money, security or other property, directly from theft or forgery on the part of employees.

**Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as “additional insured”. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.**

Awarded vendor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Awarded vendor or its employees, agents, servants, partners principals or Subcontractors vendors.

Awarded vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Awarded vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Awarded vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

**The Awarded vendor must submit, no later than five (5) days after award and prior to commencement of any Work, a Certificate of Insurance naming the City of North Miami as additional insured.**

**END OF SECTION**

## **SECTION 4.0 EVALUATION/SELECTION PROCESS**

### **4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the Solicitation. A responsive proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive. The Contract will be awarded to the most responsible and responsive proposer(s) whose proposal best serves the interest of and represents the best values to the City in conformity with Chapter 7, Article III of the City code.

### **4.2 MINIMUM QUALIFICATION**

To be eligible to respond to this Solicitation, the Respondent must demonstrate sufficient capacity, resources and experience to perform janitorial services. Any Proposer that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE” and will not be evaluated / scored.

**4.2.1** The Respondent shall be licensed to do business in the State of Florida and shall submit copies of the following:

- **The firm’s active Sunbiz registration**

**4.2.2** Proposer must provide at least three (3) references of clients to which it has provided services similar in scope to those in this Solicitation. If available, such references should be representatives of Florida public agencies to which the Proposer is currently providing, or has provided, Services within the last five (5) years.

### **4.3 EVALUATION PROCESS**

A Committee appointed by the City’s Purchasing Department shall review the responses to this Solicitation for compliance with the requirements and provide an objective evaluation of all Respondents. The Committee’s initial evaluation of Respondents shall be based on the qualification, experience and price offered by the Respondent as stated in the Proposal submitted, in accordance with three criteria listed below.

### **4.4 SELECTION CRITERIA**

Each Respondent will be scored on a scale of “0” to “100” with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is **100 points per Committee member**. Scoring is based on a point total per evaluator and not a percentage. The highest ranking Respondent will be determined by using a combination of Respondent’s total scores for criteria listed. Selection will not be based solely on lowest price. The City will put each Proposal through a process of evaluation to determine the Respondent’s responsiveness to City’s needs. The evaluation criteria is as follows:

<b>Criteria</b>	<b>Maximum Points</b>
Qualifications and Experience	25
Methodology & Approach (Janitorial Services Plan of Action)	25
Price Proposal	30
References	20
<b>Evaluation Score:</b>	<b>100</b>

#### **4.5 ORAL PRESENTATIONS**

Respondents may be invited to provide an Oral Presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to each Respondent but may be given short notice of appearance. The purpose of the presentation will be to allow each Respondent an opportunity to present their qualifications to the Committee members and for the Respondent to answer any questions which the Committee members may have. The oral presentation may clarify but may not modify the prior written submission. Verbal communication between the Respondents and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Committee members. These communications are not to be construed as a "negotiation" of terms by either party.

#### **4.6 NEGOTIATIONS**

The City may award a Contract on the basis of initial offers received, without further negotiations. Therefore, each initial offer should contain the Proposer's best terms for price and proposed services.

Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach agreement on a Contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next lowest responsible and responsive proposer. This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City:

1. Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

2. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or Subcontractors vendors is or has been involved within the last three years.

**END OF SECTION**

## **SECTION 5.0 PROPOSAL FORMAT**

**IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.**

**PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.**

### **5.1 GENERAL INSTRUCTIONS**

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section. Neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. Also when submitting your one (1) complete scanned electronic copy on CD, DVD, or USB Flash Drive in Adobe or Word format be sure to promptly label with the your company's name, Solicitation number and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

#### **5.1.1 COPIES**

Please submit an original Proposal, be sure to clearly mark "Original" as such. Five (5) complete copies of the original Proposal are requested. Each copy of the Proposal is distributed to the Evaluation Committee if your Proposal copies are incomplete your Proposal may be deemed Non-Responsive. One (1) compact disk (CD) or DVD (must be clearly labeled with Company Name, Solicitation No. & Title) or USB Flash Drive are also requested with this Solicitation.

#### **5.1.2 SUBMISSION**

Proposals are to be submitted in a sealed envelope bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation no later than the time and date specified in the Project Timetable section of this Solicitation. At which time the Proposals will be opened and read in the Office of the City Clerk by a member of the Purchasing Department.

**PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED**

Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161 (Please clearly mark Proposal).

### **5.2 PROPOSAL FORMAT**

The proposal must be in the following format. Failure to include responses to items #1 through #5 in this Section may result in the proposer being deemed non-responsive and resulting in the proposal not being considered.

Separated by a physical tab/divider each required and/or non-required document to insure all necessary documents are not overlooked. You can label each tab as 1, 2, 3, etc. If a tab section does not apply to you, you may put "Not Applicable" on the tab divider page or on a sheet of paper.

## **LABEL EACH SECTION AS NUMBERED**

### **1. COVER PAGE FORM**

The Cover Page Form shall be submitted as part of the Solicitation. This Form must be completely and neatly filled-in. The Cover Page Form shall include the company name, identify the person authorized by law to render the Services (as registered with the State of Florida Division of Corporations) and title. In addition, the Respondent shall include the mailing address, phone number, fax number and e-mail address. The Respondent shall identify one person of authority that will receive all notifications from and will be contacted directly by the City as needed in reference to this Solicitation.

### **2. SUBMITTAL CHECKLIST**

The Submittal Checklist shall be submitted as part of this Solicitation. A checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements provided in this Solicitation.

### **3. QUALIFICATION & EXPERIENCE**

The Respondent shall provide a Narrative Description of the company and the personnel assigned to this contract. Included as part of the narrative shall be the following information.

- Proposer's relevant experience, qualifications with prior contracts similar to this solicitation
- Provide an organizational chart
- Provide a description of services provided by your organization
- Provide a list of the supervisory personnel to be assigned to this contract with a resume of their qualifications

### **4. METHODOLOGY & APPROACH**

Proposers approach and methodology to providing the services requested in this Solicitation:

- An explanation of why the Proposer is best qualified to perform the services under this Contract and demonstrate its qualifications

including an item-by-item disclosure outlining how the firm meets or exceeds the requirements of this RFP.

- Describe the proposers approach on how the firm intends to accomplish or achieve the scope of work under this solicitation.

## 5. REFERENCES

- Proposer must provide at least (3) references of clients to which it has provided services similar in scope to those in this solicitation. If available, such references should be representatives of Florida public agencies to which the Proposer is currently providing, or has provided, Services within the last five (5) years.

### 5.3 LOCAL BUSINESS PREFERENCE

This RFP is subject to section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses or businesses with a total workforce of 10% residing in the City of North Miami. To satisfy this requirement, the Vendor shall affirm in writing its compliance with either of the following objective criteria. Respondents must utilize **Form A-3 Local Vendor Preference Certification**.

A local business shall be defined as:

- a) A business that has a valid local business tax receipt, issued by City of North Miami prior to the city's issuance of the solicitation for supplies or services or;
- b) A business that has a physical business address located within the limits of the City of North Miami from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or
- c) Subcontracts at least ten (10) percent of the contractual amount of a city project with subcontractors who are physically located within the city. The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the city.

### 5.4 CONTRACT FORMS

All Contract forms must be completed (with all blanks filled in), executed and properly notarized.

The following forms must be submitted in the following order:

- Respondent Registration (if not registered)
- Form A-1 Public Entity Crimes Affidavit
- Form A-2 Non- Collusive Proposal Certificate
- Form A-3 Local Preference Affidavit (*if applicable, attach evidence*)
- Form A-4 Questionnaire

Form A-5 Acknowledgement of Addenda *(if applicable, attach copies of addendum)*

Form A-6 Disclosure of Subcontractors vendors & Suppliers *(if applicable)*

Form A-7 Insurance Requirements *(Provide copies of the required Insurance)*

Form A-14 References

All of our forms can now be found on our website at: <http://northmiamifl.gov/departments/purchasing/forms.aspx> **These forms are fill –in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.**

In regards to “Form A-5 Acknowledgement of addenda”, it is the sole responsibility of the Respondent to check the City’s website at ([http://northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)) for all applicable addenda.

**END OF SECTION**

**SECTION 6.0  
ATTACHMENTS, FORMS**





**COVER PAGE & CONTACT PERSON INFORMATION**

**JANITORIAL SERVICES**

**RFP 18-15-16**

Include this sheet as the very first page of your Proposal. Please complete the form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

Legal Name of  
Proposer(s):

---

Federal Employee  
Identification (FEIN)  
Number:

---

Mailing Address:

---

City, State, Zip Code:

---

Contact Persons Name:

---

Title:

---

Email Address:

---

Telephone Number:

---

Fax Number:

---



1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Proposal, the Respondent certifies that the Respondent has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of Work to be performed.
3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: \_\_\_\_\_

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

Title of Officer: \_\_\_\_\_



**PRICE PROPOSAL FORM**  
**JANITORIAL SERVICES**  
**RFP 18-15-16**

The prices listed below shall include the total cost to complete the services including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of services and/or products requested by the City of North Miami.

ATTACHMENT	LOCATION	MONTHLY AMOUNT	QUANTITY (in months)	ANNUAL AMOUNT
A	City Hall	\$ _____	12	\$ _____
B	Police Station	\$ _____	12	\$ _____
C	Museum of Contemporary Art (MoCA)	\$ _____	12	\$ _____
D	North Miami Public Library	\$ _____	12	\$ _____
E	Parks & Recreation Admin Office	\$ _____	12	\$ _____
F	Motor Pool	\$ _____	12	\$ _____
G	Enchanted Forest Community Center	\$ _____	12	\$ _____
H	Griffing Adult Center	\$ _____	12	\$ _____
I	Sunkist Grove Community Center	\$ _____	12	\$ _____
J	Keystone Center	\$ _____	12	\$ _____

<b>K</b>	<b>Gwen Margolis</b>	\$ _____	12	\$ _____
<b>L</b>	<b>Ben Franklin</b>	\$ _____	12	\$ _____
<b>M (option#1)</b>	<b>Claude Pepper Park</b>	\$ _____	12	\$ _____
<b>M (option #2)</b>	<b>Claude Pepper Park</b>	\$ _____	12	\$ _____
<b>N</b>	<b>Cagni Park</b>	\$ _____	12	\$ _____
<b>O</b>	<b>Cagni Gym</b>	\$ _____	12	\$ _____
<b>P</b>	<b>Joe Celestine Center</b>	\$ _____	12	\$ _____
<b>Q</b>	<b>Clyde Judson Center</b>	\$ _____	12	\$ _____
<b>R</b>	<b>Utility Operations Center</b>	\$ _____	12	\$ _____
<b>S</b>	<b>7<sup>th</sup> Ave Community WorkStation</b>	\$ _____	12	\$ _____
<b>T</b>	<b>Police Crime Scene Trailer</b>	\$ _____	12	\$ _____
<b>U</b>	<b>Code Compliance Trailer</b>	\$ _____	12	\$ _____
<b>GRAND TOTAL (A-U)</b>				\$ _____

- Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and twenty (120) days from the deadline for receipt of Response.
- Respondent understand and agree to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

---

Company Name

---

Offeror Signature

Date:

---

Name: (Please Print)

Title:

NOTE: City of North Miami is exempt from all taxes (Federal, State, & Local). Proposal price should be less all taxes. Tax Exemption Certificate furnished upon request.

# JANITORIAL SERVICES

RFP 18-15-16

## PRICE PROPOSAL FORMS (CONTINUED)

### OPTIONAL SERVICES

	ANNUAL RATE
<b>A) Exterior Window Cleaning :</b>	
City Hall	\$ _____
Police Station	\$ _____
Museum of Contemporary Art (MoCA)	\$ _____
North Miami Public Library	\$ _____
<b>B) Special Events Janitorial Services:</b>	<b>PER EVENT</b>
Museum of Contemporary Art (MOCA)	\$ _____
Library	\$ _____
<b>C) Steam-clean carpeted areas</b>	<b>\$ _____ / per sq yd.</b>
<b>D) Emergency Janitorial Services, hourly rate</b>	<b>\$ _____ / per hr</b>

- Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and twenty (120) days from the deadline for receipt of Response.
- Respondent understand and agree to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

---

Company Name

---

Offeror Signature

Date:

---

Name: (Please Print)

Title:

NOTE: City of North Miami is exempt from all taxes (Federal, State & Local). Proposal price should be less all taxes. Tax Exemption Certificate furnished upon request



**NARRATIVE DESCRIPTION CHECKLIST**  
**JANITORIAL SERVICES**  
**RFP 18-15-16**

This checklist is provided for Proposer’s convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily completely include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

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

No.	Narrative Description	Checklist
1.)	Qualification & Experience	<input type="checkbox"/>
2.)	Methodology & Approach	<input type="checkbox"/>
3.)	Price Proposal Form	<input type="checkbox"/>
4.)	State of Florida active Sunbiz Report	<input type="checkbox"/>
5.)	References (City Form A-14)	<input type="checkbox"/>

FOR PURCHASING OFFICE USE ONLY		
<input type="checkbox"/> Responsive	<input type="checkbox"/> Non-Responsive	Other: _____
Comment: _____		



**CITY FORMS CHECKLIST**

**JANITORIAL SERVICES**

**RFP 18-15-16**

This checklist is provided for Proposer’s convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily completely include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

<b>No.</b>	<b>City Contract Forms</b>	<b>Checklist</b>
1.)	A-1 Public Entity Crimes Affidavit	<input type="checkbox"/>
2.)	A-2 Non- Collusive Proposal Certificate	<input type="checkbox"/>
3.)	A-3 Local Preference Affidavit <i>(optional)</i>	<input type="checkbox"/>
4.)	A-4 Questionnaire	<input type="checkbox"/>
5.)	A-5 Acknowledgement of Addenda <i>(if applicable)</i>	<input type="checkbox"/>
6.)	A-6 Disclosure of Subcontractors vendors & Suppliers <i>(if applicable)</i>	<input type="checkbox"/>
7.)	A-7 Insurance Requirements	<input type="checkbox"/>
8.)	A-14 References	<input type="checkbox"/>

All of the City’s Forms can be found on our website at: <http://northmiamifl.gov/departments/purchasing/forms.aspx> These forms are fill –in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.

**FOR PURCHASING OFFICE USE ONLY**

Responsive       Non-Responsive       Other: \_\_\_\_\_

Comment: \_\_\_\_\_