REQUEST FOR PROPOSAL

CITYWIDE JANITORIAL SERVICES
RFP No. 02-18-19

ADVERTISEMENT DATE
FRIDAY, AUGUST 16, 2019

PRE-PROPOSAL CONFERENCE
WEDNESDAY, AUGUST 28, 2019 AT 8:30AM (LOCAL TIME)
THURSDAY, AUGUST 29 AT 9:00AM (LOCAL TIME)

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
MONDAY, SEPTEMBER 9, 2019 AT 3:30PM (LOCAL TIME)

RESPONSE SUBMISSION DATE AND TIME
THURSDAY, OCTOBER 3, 2019 AT 3:30PM (LOCAL TIME)

AT
CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, FIRST FLOOR
776 NE 125th STREET
NORTH MIAMI, FLORIDA 33161-4116

The responsibility for ensuring that a response to this Solicitation is received by the City of North Miami at the Office of the City Clerk prior to the Submittal deadline rests solely with the Respondent. The City of North Miami will not accept late submittals due to delays resulting from or caused by the United States Post Office, private courier services or any other means of delivery used by the Respondent for submittal of their Proposal.

Copies of this Solicitation may be obtained by contacting DemandStar at www.demandstar.com or calling 1-866-273-1863 or downloaded from the City’s Purchasing Department website at: http://northmiamifl.gov/departments/Purchasing/current_bids_proposals.aspx

Contact Person: Jean Joinville, Purchasing Department
Email: purchasing@northmiamifl.gov  Phone: (305) 895-9886
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 Citywide Janitorial Services for various locations throughout North Miami City Hall and off-site city facilities.

Please submit one (1) original Proposal, six (6) complete bound copies of the original Proposal and one (1) USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposal 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 below. All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall. Proposals received after said date and time will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Proposals as follows:

“IMPORTANT - SOLICITATION ENCLOSED”
CITYWIDE JANITORIAL SERVICES
RFP NO. 02-18-19

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement Date:</td>
<td>Friday, August 16, 2019</td>
<td>8:30am</td>
</tr>
<tr>
<td>Pre-Proposal Conference:</td>
<td>Wednesday, August 28, 2019</td>
<td>9:00am</td>
</tr>
<tr>
<td></td>
<td>Thursday, August 29, 2019</td>
<td></td>
</tr>
<tr>
<td>Deadline for Receipt of Written Questions:</td>
<td>Friday, September 6, 2019</td>
<td>3:30pm</td>
</tr>
<tr>
<td>Deadline for Proposal Submittal:</td>
<td>Monday, September 30, 2019</td>
<td>3:30pm</td>
</tr>
<tr>
<td>Evaluation Committee:</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>City Council Contract Approval Date:</td>
<td>TBD</td>
<td>7:00pm</td>
</tr>
</tbody>
</table>

(The City reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)

Copies of this Solicitation may be obtained by contacting DemandStar at www.demandstar.com or calling 206-940-0305 or may be downloaded from the City’s Purchasing Department website at http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

ACCEPTANCE AND REJECTIONS
The City reserves the right to reject any or all Proposal with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent(s) 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 City officials and employees as completely specified in the General Conditions contained herein.

CONE OF SILENCE
Please be advised that this Solicitation is issued subject to Sections 7-192 and 7-193 of the City’s Code of Ordinances, otherwise referred to as the Cone of Silence Ordinance, prohibiting certain types of communications as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect (see Appendix “A” for further information).

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade
Purchasing Director
Table of Contents
Section / Title

Section 1.0 Instructions to Proposers /General Terms and Conditions ...... 4
Section 2.0 Special Conditions .................................................................. 10
Section 3.0 Scope of Services .................................................................. 19
Section 4.0 Proposal Format .................................................................... 27
Section 5.0 Evaluation Criteria/Selection Process ...................................... 31
Section 6.0 Price Proposal ........................................................................ 33
Section 7.0 Proposal Forms ....................................................................... 37
Appendix "A" Cone of Silence Ordinance..................................................... 41
Attachment "A" - Location Descriptions (A - W)
Attachment "B" - Walk-through Schedule

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

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

Bid Forms

<table>
<thead>
<tr>
<th>Bid Form</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1</td>
<td>Sworn Statement Under Section 287.133(3) (a), Florida Status, on Public Entity Crimes</td>
</tr>
<tr>
<td>A-2</td>
<td>Non-Collusive Certificate</td>
</tr>
<tr>
<td>A-3</td>
<td>Local Preference Affidavit <em>(if applicable)</em></td>
</tr>
<tr>
<td>A-3(a)</td>
<td>Statement of Intent <em>(if applicable)</em></td>
</tr>
<tr>
<td>A-4</td>
<td>Questionnaire Instructions</td>
</tr>
<tr>
<td>A-5</td>
<td>Acknowledgement of Addenda <em>(if applicable)</em></td>
</tr>
<tr>
<td>A-6</td>
<td>Bidder's Disclosure of Subcontractors and Suppliers <em>(if applicable)</em></td>
</tr>
<tr>
<td>A-7</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>A-14</td>
<td>References</td>
</tr>
</tbody>
</table>
SECTION 1.0
INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) "City" means the City of North Miami.
b) "City Council" means the governing body of the City comprised of the Mayor and City Council members.
c) "City Manager" means the Chief Executive Officer of the City or his designee.
d) "Contract" or "Agreement" means a binding written agreement for the solicited Work and/or Services required by the City, including amendments, containing terms and obligations governing the relationship between the City and the Contractor.
e) "Contractor" means the Proposer or Respondent that receives an award of Contract or Agreement from the City as a result of this Solicitation, and upon the parties executing a Contract.
f) "Department" means a department of the City of North Miami, as may be designated herein.
g) "Evaluation Committee" is comprised of individuals selected by the City Council charged with the responsibility of evaluating Proposals and providing a short list to the City Council for final selection.
h) "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.
i) "Proposer" or "Respondent." All individuals, firms, consultants, organizations, or other entities submitting a response to this RFP.
j) "Project" is the total sum of all Work and Services to be performed under a Contract.
k) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor in delivering the Project.
l) "Solicitation" means this Request for Proposal ("RFP") document, and all associated addenda and attachments.
m) "Subcontractors" or "Sub-consultant" means any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, services, equipment, or materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Contractor.
n) "Work" or "Services" includes all labor, expertise, and services provided or to be provided by the Contractor in fulfilling its obligations to the City, under a Contract.

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 decision, 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 INQUIRIES

Respondents shall contact the contract specialist, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents’ technical inquiries 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) and Demand Star at www.demandstar.com or calling 206-940-0305 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 revision to this Solicitation becomes necessary, the City will post written addenda on the City’s website at (http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx) and on Demand Star at www.demandstar.com at least seven (7) calendar days before the date scheduled for opening the responses. However, please be advised that the City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. It is the responsibility of each Respondent to inquire and confirm whether any addenda has been issued by the City before the Solicitation deadline by either calling or checking the City’s website (www.northmiamifl.gov) and Demand Star at www.demandstar.com or calling 206-940-0305 and requesting the corresponding document number, prior to submittal of their Proposal. All addenda placed on the Demand Star can be downloaded.

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 proposal 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 125th Street, 1st 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. PROPOSAL COST

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. SUBMITTAL AND OPENING OF PROPOSALS

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:

a) When such rejection is in the interests of the City;

b) If such Proposal is deemed non-responsive;

c) If the Respondent is deemed non-responsible; or

d) 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. 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.

1.22. PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS

An Evaluation Committee shall be established in accordance with the City’s Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 5.0 of this Solicitation. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest-ranked Respondents for award, based solely on their review and evaluation of Proposals, to the City Council without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee’s final evaluation following their interview of the selected firms. The Committee’s results and recommendation for award shall be submitted to the City Council for review by the Purchasing Department.

1.23. CITY MANAGER’S REVIEW

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

a) Approve the Committee’s recommendation and submit to City Council for approval;

b) Reject the Committee’s recommendation and direct the Committee to re-evaluate and make further recommendation; or

c) Reject all Proposals.

1.24. CITY COUNCIL REVIEW

Upon receipt of the City Manager’s recommendation, the City Council may:

a) Approve the City Manager’s recommendation and authorize the contract or contract negotiations;

b) Reject all Proposals; or

c) Reject all Proposals and direct staff to re-issue a new Solicitation.

1.25. CONTRACT AWARD

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 SUBMITAL/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

Proposal deemed to be Non-Responsive by the City shall not be considered for this Solicitation. Proposal may be deemed Non-Responsive for various reasons including, but not limited to, failure to comply with the requirements of this Solicitation, failure to submit or fully complete prescribed forms, conditional 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 Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council
1.29. **SUBCONTRACTORS AND SUPPLIERS DISCLOSURE**

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 companies and individuals who wish to do business with the City to complete a vendor registration application before doing business with the City. Respondents need not register with the City in order to submit a Proposal; however, the selected Respondent(s) must register prior to award of a Contract. Failure to register may result in withdrawal of recommendation to award. To register, please contact the Purchasing Department at (305) 895-9886 or you may download the vendor registration form at our website at www.northmiami.fl.gov.

It is the sole responsibility of the business entity to contact the City and update any changes to their vendor registration profile such as new address, telephone number, commodities, etc. as soon as they occur.

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. **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 **two** of the following objective criteria (see Form A-3).

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; and/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; and/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 (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

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.

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. **MODIFICATION OF PROPOSAL**

No unsolicited modification to the submitted Proposal will be permitted after the deadline for submittal of Proposals has passed.

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. **LATE SUBMITTALS**

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

1.39. **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.

1.40. **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 selected Respondent. All Respondents are hereby placed on notice that if awarded a Contract pursuant to this Solicitation, no person having such conflicting interest shall be employed by the Respondent.

1.41. **CONTRACTOR OBLIGATIONS**

The Contractor warrants that any and all Work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, services or equipment necessitated by the Inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.42. **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.

END OF SECTION
SECTION 2.0
SPECIAL CONDITIONS

2.1 SITE DESCRIPTION

See attachments.

2.2 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 one (1) year, 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.

2.3 OPTION TO RENEW

The City reserves the right to renew the Contract in writing and upon the same terms and conditions, except for an adjustment to the initial rates subject to cost of living Consumers Price Index (CPI) applicable to this geographical region, at the expiration of the initial term for four (4) additional one (1) year periods, on a year to year basis.

2.4 METHOD OF AWARD

The City reserves the right to award one or more contract under this Solicitation. Method of Award details can be found in Section 5.0 Evaluation /Selection Process of this Solicitation.

2.5 MINIMUM QUALIFICATION

To be eligible to respond to this Solicitation, the Respondent must demonstrate that the firm, has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE”. Those qualifications are as follows:

2.5.1 Respondent shall be licensed to do business in the State of Florida. Proposer must submit a copy of Florida Division of Corporations Sunbiz report with your company registered as active.

2.5.2 Respondent must provide proof of being incorporated as a business of providing the services detailed herein for at least three (3) years. The City
will require proof that a Proposer is an established business operating in compliance with all local, state and federal laws.

2.5.3 References at a minimum, Respondent must provide at least three (3) verifiable references of clients for which it has provided similar Services within the last ten (10) years. If available, such references should be of public agencies within Florida.

**NOTE: Please be advised that it is the sole responsibility of each firm to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the firm may be deemed NON-RESPONSIVE.**

2.6 **JESSICA LUNSFORD ACT**

In accordance with the requirements of Sections 435.04 and 435.05, Florida Statutes (2015) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, as amended, and to the extent required by applicable law, the Respondent agrees that all of its employees who provide or may provide Services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes. Respondent agrees to bear any and all costs associated with acquiring the required background screenings. Respondent agrees that it has an ongoing duty to maintain and update this list as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. The Respondent further agrees to notify the City immediately upon becoming aware that one of its employees, who was previously certified as completing the background check and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense.

The Respondent further covenants that any of its employees who provide or may provide Services under this Agreement, must also satisfy the requirements and conditions of the Lauren Book Child Safety Ordinance under Article XVII, Miami-Dade County Code of Ordinances, as amended, including background screening requirements.

The Respondent further covenants that any of its employees who provide or may provide Services under this Agreement, must also satisfy the requirements and conditions of the Lauren Book Child Safety Ordinance under Article XVII, Miami-Dade County Code of Ordinances, as amended, including background screening requirements.

2.7 **BACKGROUND CHECKS**

The City will require the Contractor to perform a background check on all persons assigned to perform work for the City on behalf of the Contractor. This will include, at a minimum, a check of each person’s criminal history record with the Florida Department of Law Enforcement (FDLE) and such additional background checking as the Contractor may deem appropriate. At a minimum, the Contractor must obtain a Level two (2), or equivalent, written background checks. The Contractor is responsible for costs associated with the background checks. Written FDLE background checks must be submitted prior to Contractor’s employees working at the City. Persons with certain types of criminal backgrounds may be automatically
excluded from performing work for the City. Others may be excluded at the sole discretion of the City, based upon the results of the background check (see Section 373.6055, F.S. for further detail about statutory requirements).

2.8 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 A- 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 conducting 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:

2.8.1 COMMERCIAL GENERAL LIABILITY

With project dedicated minimum limits of $1 Million per occurrence for bodily injury and property damage. This coverage shall be written on an occurrence form, and include personal and advertising injury, medical payments and products completed operation.

2.8.2 COMMERCIAL AUTOMOBILE LIABILITY

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

2.8.3 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.

2.8.4 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 for General and Automobile Liability insurance.

2.8 FAILURE TO PERFORM

If in the opinion of the City, the Contractor refuses to execute contractual obligations as outlined in the Contract, produces an unsatisfactory performance, or neglects or refuses to address the deficit to provide a suitable resolution that meets the City’s expectations, then the City may notify the Contractor that the City will terminate the contract. The City may thereupon look to the next highest ranked, responsible and responsive Respondent to provide the Services in this Solicitation.

2.9 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all applicable federal, state and local rules and regulations regarding provision of Services.

2.10 ACCEPTANCE OF SERVICES BY THE CITY

The Services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

2.11 NOTICE TO PROCEED

The Contractor shall neither commence any work nor center City Work premises, until a written Notice-to-Proceed has been issued by the City directing the commencement of Work.
2.12 **LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR**

Unless otherwise provided by in this Solicitation, the Contractor shall furnish all labor, materials, equipment and coordination of services as necessary for successful Contract performance.

2.13 **NO DAMAGES FOR DELAY**

The Contractor shall not be entitled to an claim for damages including, but not limited to, loss of profits, commissions, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the service from any cause whatsoever including an act or neglect of the City, adverse weather conditions, an act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in service delivery, unavoidable problems with turnaround, or other causes beyond the Contractor’s control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor’s sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the Service Schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor’s performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

2.14 **QUESTIONS AND/OR REQUESTS FOR CLARIFICATIONS**

Any questions and/or requests for clarification regarding this Solicitation shall be submitted in writing to the Purchasing Department via email at purchasing@northmiamifl.gov. Bidders must clearly understand that the only official answer or position of the City will be the one issued by the Purchasing Department.

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 and requests for clarification must be submitted by no later than the date and time specified in the Proposal Timetable section (see Page 2). All responses to questions and/or requests for clarification received by the City shall be issued 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 each prospective Vendor’s responsibility to ensure their review and acknowledgment of any and all addenda.

2.15 **ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS**

The City reserves the right to reject any and all proposals and to waive minor irregularities in the procedure.
2.16 CONDITIONS OF PROPOSALS

2.16.1 Late Proposals – Proposals received by the City Clerk after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

2.16.2 Completeness – All information required by this RFP must be supplied to constitute an acceptable Proposal.

2.16.3 Public Opening – All Proposals will be publicly opened at the time and place specified.

2.16.4 Award – The Evaluation Committee will make recommendations based upon the most responsive and responsible Respondent(s) whose qualifications conform to the RFP and is most advantageous to the City. Several firms may be designated as approved qualified vendors for the delivery of goods and/or services from this contract through the effective period of the award. Successful qualified Contractors shall be notified in writing of award.

2.16.5 Contract - A Contract (the “Agreement”) will be awarded in accordance with City Council approval, and Florida Statues, by the City Council. The City Manager reserves the right to execute or not execute, as applicable, a contract with the Consultant(s) that is determined to be in the City’s best interests. The Agreement is provided herein as an attachment to this RFP. The City Manager reserves the right to award a contract to more than one Consultant as is in the City’s best interest.

2.17 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.

2.18 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.

2.19 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.

2.20 **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.

2.21 **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.
2.22 **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 125th 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.

2.23 **PRICES**
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.

Prior to, or upon completion of that initial one (1) year term, the City shall have the option to renew this contract for an additional four (4) years on a year by year basis. Prior to completion of each exercised contract term, the City may consider an adjustment to price based on changes in the Consumers Price Index (CPI) applicable to this geographical region.

It is the Awarded Bidder’s responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the request for adjustment should be submitted 90 days prior to the expiration of the then-current contract term. The adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence the price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The City reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial term, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.24 **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.

2.25 **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.

2.26 COUNCIL MEETING

Contractor must be available to attend City Council meetings when required. Contractor must be prepared to answer any questions and/or provide a presentation if requested by Council and/or authorized by the City representative. Contractor will be required to attend City Council meeting for approval of award. Contractor will be notified of date and time of this meeting.

2.27 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. 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
SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

3.1 PURPOSE
The purpose of this Solicitation is to solicit Proposals from qualified, and experienced firms ("Proposers" or "Respondents") to provide Citywide 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.

3.2 SERVICE LOCATIONS
Citywide Janitorial Services shall be performed at the designated locations below.

<table>
<thead>
<tr>
<th>ATTACHMENT</th>
<th>LOCATION</th>
<th>ADDRESSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>City Hall</td>
<td>776 NE 125th St</td>
</tr>
<tr>
<td>B</td>
<td>Police Department</td>
<td>700 NE 124th St</td>
</tr>
<tr>
<td>C</td>
<td>Museum of Contemporary Art (MOCA)</td>
<td>770 NE 125th St</td>
</tr>
<tr>
<td>D</td>
<td>North Miami Public Library</td>
<td>835 NE 132th St</td>
</tr>
<tr>
<td>E</td>
<td>Parks &amp; Recreation Admin Office</td>
<td>12300 NE 8th Ave</td>
</tr>
<tr>
<td>F</td>
<td>Motor Pool</td>
<td>1855 NE 142nd St</td>
</tr>
<tr>
<td>G</td>
<td>Enchanted Forest</td>
<td>1735 NE 135 St</td>
</tr>
<tr>
<td>H</td>
<td>Griffing Adult Center</td>
<td>12220 Griffing Blvd</td>
</tr>
<tr>
<td>I</td>
<td>Sunkist Grove Community Center</td>
<td>12500 NW 13 Ave</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>J</td>
<td>Keystone Center</td>
<td>13050 Ixora Ct</td>
</tr>
<tr>
<td>K</td>
<td>Gwen Margolis Community Center</td>
<td>1590 NE 123 St</td>
</tr>
<tr>
<td>L</td>
<td>Ben Franklin Park</td>
<td>13400 NW 12 Ave</td>
</tr>
<tr>
<td>M</td>
<td>Claude Pepper Park</td>
<td>1255 NW 135 St</td>
</tr>
<tr>
<td>N</td>
<td>Cagni Park</td>
<td>13498 NE 8th Ave</td>
</tr>
<tr>
<td>O</td>
<td>Cagni Gym</td>
<td>791 NE 135th St</td>
</tr>
<tr>
<td>P</td>
<td>Joe Celestine Center</td>
<td>1525 NW 135 St</td>
</tr>
<tr>
<td>Q</td>
<td>Clyde W. Judson, Jr. Community Center</td>
<td>12100 NW 16 Ave</td>
</tr>
<tr>
<td>R</td>
<td>Utility Operations Center</td>
<td>1815 &amp; 1817 NE 150th St</td>
</tr>
<tr>
<td>S</td>
<td>7th Avenue Community Center</td>
<td>13753 NW 7th Ave</td>
</tr>
<tr>
<td>T</td>
<td>Police Crime Scene Trailer</td>
<td>700 NE 124th St</td>
</tr>
<tr>
<td>U</td>
<td>Code Compliance</td>
<td>811 NE 125th Street</td>
</tr>
<tr>
<td>V</td>
<td>Utility Billing/Customer Service</td>
<td>809 NE 125th Street</td>
</tr>
<tr>
<td>W</td>
<td>Community Redevelopment Agency (CRA)</td>
<td>12330 NE 8th Ave</td>
</tr>
</tbody>
</table>

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

### 3.3 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 paper...
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.

3.4 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 bookcases, 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, wastebaskets, 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, the awarded vendor shall provide plastic liners for wastebaskets 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 goal are met.

E) Break Room Cleaning:
Empty all trash and waste receptacles in the break room, kitchens and/or kitchenettes. Replace all waste can liners. Clean countertops, sinks, table tops, chairs, the exterior of the 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 cleanups 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 Citywide 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.

3.5 **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.

3.6 **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/Citywide 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.

3.7 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.

END OF SECTION
SECTION 4.0
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.

4.1 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 USB Flash Drive in Adobe or Word format be sure to promptly label with 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.

4.1.1 COPIES

Please submit an original Proposal, be sure to clearly mark “Original” as such. Six (6) 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) USB Flash Drive are also requested with this Solicitation.

4.1.2 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 125th Street, North Miami, Florida 33161 (Please clearly mark Proposal).

4.2 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 ensure 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 the 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.
5. **PRICE PROPOSAL**

Proposer must include a fully completed Price Proposal Form (see Section 6) in order to be considered for this Solicitation. Although the price will not be the sole factor in determining the final ranking for this Solicitation, each Proposer should submit their best price as part of their Proposal.

*NOTE: The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.*

6. **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.

*NOTE: Please be advised that it is the sole responsibility of each firm to provide accurate and up to date information regarding references. In the event that the City is unable to verify the project information submitted or if the information is incorrect, the firm may be deemed NON-RESPONSIVE.*

4.3 **LOCAL BUSINESS PREFERENCE**

The evaluation of competitive solicitations is subject to Section 7-151 of the City’s Purchasing 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 two of the following objective criteria (see Form A-3).

Pursuant to Section 7-151, a “Local Business” is defined as a business meeting **two** of the following:

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) A business that 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) A business that subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.
**Note:** The Respondent seeking local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City, by submitting supporting documentation. Failure to do so may result in being considered ineligible for local business preference.

### 4.4 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](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 5.0
EVALUATION/SELECTION PROCESS

5.1 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.

5.2 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 the criteria listed below.

5.3 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:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>DESCRIPTION</th>
<th>MAXIMUM POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Qualifications &amp; Experience <em>(see Section 4.2.3)</em></td>
<td>25</td>
</tr>
<tr>
<td>2</td>
<td>Methodology &amp; Approach <em>(see Section 4.2.4)</em></td>
<td>25</td>
</tr>
<tr>
<td>3</td>
<td>Price Proposal <em>(see Section 4.2.5)</em></td>
<td>40</td>
</tr>
<tr>
<td>5</td>
<td>References <em>(see Section 4.2.6)</em></td>
<td>10</td>
</tr>
</tbody>
</table>

**Evaluation Score**

100
5.4 **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.

5.5 **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.

1. 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 6.0
PRICE PROPOSAL FORMS
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.

<table>
<thead>
<tr>
<th>ATTACHMENT</th>
<th>LOCATION</th>
<th>MONTHLY AMOUNT</th>
<th>QUANTITY (in months)</th>
<th>ANNUAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>City Hall</td>
<td>$</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Police Station</td>
<td>$</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Museum of Contemporary Art (MOCA)</td>
<td>$</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>North Miami Public Library</td>
<td>$</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Parks &amp; Recreation Admin Office</td>
<td>$</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Motor Pool</td>
<td>$</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Enchanted Forest Community Center</td>
<td>$</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Griffing Adult Center</td>
<td>$</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Sunkist Grove Community Center</td>
<td>$</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>Keystone Center</td>
<td>$</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>K</td>
<td>Gwen Margolis</td>
<td>$</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>L</td>
<td>Ben Franklin</td>
<td>$</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>Claude Pepper Park (option#1)</td>
<td>$</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>M (option #2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Claudia Pepper Park</td>
<td>$</td>
<td>12</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>N Cagni Park</td>
<td>$</td>
<td>12</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>O Cagni Gym</td>
<td>$</td>
<td>12</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>P Joe Celestine Center</td>
<td>$</td>
<td>12</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Q Clyde Judson Center</td>
<td>$</td>
<td>12</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>R Utility Operations Center</td>
<td>$</td>
<td>12</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>S 7th Ave Community WorkStation</td>
<td>$</td>
<td>12</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>T Police Crime Scene Trailer</td>
<td>$</td>
<td>12</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>U Code Compliance Trailer</td>
<td>$</td>
<td>12</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>V Utility Customer Service</td>
<td>$</td>
<td>12</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>W Community Redevelopment Agency (CRA)</td>
<td>$</td>
<td>12</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

GRAND TOTAL (Attachment A – Attachment W) $

- 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 understands and agree to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Company Name

Authorized Representative (Print Name) Date:

Authorized Representative (Signature Name) Title:
OPTIONAL SERVICES

A) Exterior Window Cleaning:

<table>
<thead>
<tr>
<th>Location</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall</td>
<td>$</td>
</tr>
<tr>
<td>Police Station</td>
<td>$</td>
</tr>
<tr>
<td>Museum of Contemporary Art (MOCA)</td>
<td>$</td>
</tr>
<tr>
<td>North Miami Public Library</td>
<td>$</td>
</tr>
</tbody>
</table>

B) Special Events Citywide Janitorial Services:

<table>
<thead>
<tr>
<th>Location</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Museum of Contemporary Art (MOCA)</td>
<td>$</td>
</tr>
<tr>
<td>Library</td>
<td>$</td>
</tr>
</tbody>
</table>

C) Steam-clean carpeted areas:

<table>
<thead>
<tr>
<th>Rate</th>
<th>/ per sq. yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

D) Emergency Citywide Janitorial Services, hourly rate:

<table>
<thead>
<tr>
<th>Rate</th>
<th>/ per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

- 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 understands and agree to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

________________________________________________________________________

Company Name

________________________________________________________________________

Authorized Representative (Print Name) Date:

________________________________________________________________________

Authorized Representative (Signature Name) Title:
SECTION 7.0
PROPOSAL FORMS
This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The “Contact Person” listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward 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:
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.

By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The 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. Moreover, 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.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements outlined herein.

Name of Company: _______________________________________________________

Authorized Signature: ___________________________________________________

Title of Officer: _________________________________________________________
This checklist is provided only as a reference document for Bidders and outlines documents which must be submitted as part of the Proposal. Any Proposal received without any one or more of these documents may be rejected as being “Non-Responsive”.

Please be advised that this checklist should not be interpreted as a comprehensive list of all information required by this Solicitation from prospective Bidders. It simply serves as a guide for the most significant documents to be included in the Bidder’s proposal and should be enhanced as deemed necessary by each Respondent.

Company Name: __________________________________________________________

<table>
<thead>
<tr>
<th>Tab/Page No.</th>
<th>Section One (1) Appendix Forms</th>
<th>OFFICE USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cover Page/Information Sheet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Minimum Requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Price Proposal Form</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Response Submittal Checklist</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tab/Page No.</th>
<th>Section Two (2) City Contract Forms</th>
<th>OFFICE USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1</td>
<td>Public Entity Crimes Affidavit</td>
<td></td>
</tr>
<tr>
<td>A-2</td>
<td>Non- Collusive Bid Certificate</td>
<td></td>
</tr>
<tr>
<td>A-3</td>
<td>Local Preference Affidavit (if applicable)</td>
<td></td>
</tr>
<tr>
<td>A-3(a)</td>
<td>Statement of Intent (if applicable)</td>
<td></td>
</tr>
<tr>
<td>A-4</td>
<td>Questionnaire Instructions</td>
<td></td>
</tr>
<tr>
<td>A-5</td>
<td>Acknowledgement of Addenda (if applicable)</td>
<td></td>
</tr>
<tr>
<td>A-6</td>
<td>Disclosure of Subcontractors &amp; Suppliers (if applicable)</td>
<td></td>
</tr>
<tr>
<td>A-7</td>
<td>Insurance Requirements</td>
<td></td>
</tr>
<tr>
<td>A-14</td>
<td>References</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX “A”
CONE OF SILENCE ORDINANCE
CONE OF SILENCE NOTIFICATION

CITYWIDE JANITORIAL SERVICES
RFP No. 02-18-19

Sec. 7-192. Cone of Silence.

(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) Cone of silence is defined to mean a PROHIBITION on:

(1) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;

(3) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

(4) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and

(5) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;

(2) Communications with the city attorney and his or her staff;
(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

(6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Sec. 7-193. Procedure.

(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 notice with the city clerk, with a 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 procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.

(c) Exceptions. The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.