

RESOLUTION No. 17- 218

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2017-28, "CITY WIDE CUSTODIAL SERVICES" TO CHI-ADA CORPORATION THE LOWEST, MOST RESPONSIBLE AND RESPONSIVE BIDDER; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH CHI-ADA CORPORATION FOR THE PROVISION OF CUSTODIAL SERVICES FOR THE GOVERNMENT CENTER, POLICE DEPARTMENT HEADQUARTERS, AND POLICE SUBSTATION IN THE AMOUNT OF \$71,497.44 FOR AN INITIAL PERIOD OF ONE (1) YEAR, WITH THE OPTION TO RENEW THE CONTRACT FOR AN ADDITIONAL THREE (3) ONE YEAR PERIODS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT LOWEST BIDDER SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED WITH THE TOP BIDDER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Invitation To Bid ("ITB") #2017-28 on September 27, 2017 for the purpose of providing City wide custodial services for City facilities. The ITB was advertised on DemandStar and the City's Web Site; and

WHEREAS, as a result of the ITB, fourteen (14) firms attended the mandatory Pre-bid Meeting held on October 17, 2017, at Doral Government Center; and

WHEREAS, Seven (7) submittals were received and opened on November 13, 2017, with all firms meeting the required criteria; and

WHEREAS, upon review of the bids submitted, CHI-ADA Corporation was deemed the lowest most responsive and responsible bidder; and

WHEREAS, a copy of the Pre-Bid Meeting Sign-In Sheet, Bid Inventory, CHI-ADA Corporation bid submittal, bid tabulation, draft Agreement are all attached as Exhibit "A", which is incorporated herein and made a part hereof by this reference; and

WHEREAS, the Public Works Department recommends that the City Council authorize the City Manager to negotiate and enter into an agreement with CHI-ADA Corporation to provide custodial services at the City's Government Center, Police Department Headquarters, and Police Substation for a one (1) year period with the option to renew for an additional three (3) one year periods, plus an additional 20% contingency to address additional services for a total amount of \$343,187.71; and

WHEAREAS, funding for this request is available in Fiscal Year 2017-18 from the Public Works Fund – Contractual Services, Account No. 001.80005.500340.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Award. The ITB is hereby award to CHI-ADA Corporation, the lowest, most responsive and responsible bidder. This award, in and of itself, absent entering an agreement between CHI-ADA Corporation and the City, does not vest CHI-ADA Corporation with any rights.

Section 3. Approval. The City Manager is authorized to negotiate and enter into an agreement with CHI-ADA Corporation to provide custodial services at the City's Government Center, Police Department Headquarters, and Police Substation for a one (1) year period with the option to renew for an additional three (3) one year periods, plus an additional 20% contingency to address additional services for a total amount of \$343,187.71.

Section 3. Authorization. The City Manager is authorized to execute an Agreement and expend budgeted funds on behalf of the City in furtherance hereof. The

City Manager is further authorized to negotiate and enter into an agreement with the next highest ranked firm successively, pursuant to the stab sheet, which is attached hereto as Exhibit "B", if an agreement cannot be entered into with Contractor, provided the next bidder accepts the contract amount approved above.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Not Present at Time of the Vote
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Not Present at Time of the Vote
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 13 day of December, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT “A”

ITB 2017-28 & ITB 2017-29

**CITY WIDE CUSTODIAL SERVICES & PARK WIDE CUSTODIAL SERVICES
OCTOBER 17, 2017**

	Name	Company	Email/Telephone Number
1	Carmela Diaz	Miami Janitorial Supplies	miamijanitorial@yahoo.com
2	Guillermo Alfonso	National Cleaning Contractors	nationclean@comcast.net
3	Aretavia Lee	Jani King of Miami	miaops3@janiking.com
4	Clitch De Gouveia	Seminole Commercial Cleaning	jkscc@janiking.com
5	Carlos Garcia	American Facility Services	cgarcia@amfacility.com
6	Bart Okoro	Chi-Ada Corporation	bokoro@chiadacorporation.com
7	Pertter Alavrez	Clean Image Group Corp	peter.alvarez@cleanimagegroup.com
8	George Gonzalez	Accusource Corp	accusourcecorp@hotmail.com
9	Alicia Tucker-Marte	Able Business Services	alicia@ablebusinessservices.com
10	Christian Infante	SFM Services	cinfante@sfmservices.com
11	Tibizay Morales	Ralons America Corp	tmorales@ralonsamerica.com
12	Rob Skrzypkowski	Boro Building Property Maintenance	rob@borofl.com
13	Marta Chica	USSI	mchica@ussiclean.com
14	Peter Xydis	ABC International Cleaning Services	peter@abcbestcleaning.com

ITB 2017-28 & ITB 2017-29

CITY WIDE CUSTODIAL SERVICES & PARK WIDE CUSTODIAL SERVICES
OCTOBER 17, 2017

	Name	Company	Email/Telephone Number
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ITB 2017-28 & ITB 2017-29

**CITY WIDE CUSTODIAL SERVICES & PARK WIDE CUSTODIAL SERVICES
OCTOBER 17, 2017**

	Name	Company	Email/Telephone Number
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Chi-Ada Corporation

135 NW 163rd Street Miami Florida 33169

Phone: (954) 777-5177

Phone: (305) 948-5651

Cell: (305) 962-0398

Fax: (954) 777-5147

bokoro@chiadacorporation.com

City of Doral

Invitation to Bid ITB # 2017□28

For

City of Doral: City Wide Custodial Services





City of Doral

Invitation to Bid

***CITY WIDE CUSTODIAL
SERVICES***

ITB # 2017-28

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**City of Doral
Invitation to Bid
City Wide Custodial Services
ITB#2017-28**

NOTICE: Pursuant to its Procurement Ordinance and this Invitation to Bid (the "ITB"), the City of Doral (the "City") hereby gives notice of its intent to seek the submission of bids for the provision of City Wide Custodial Services, as further detailed herein in the scope of services. Bids must be submitted to the City Clerk, City Manager, City of Doral, 8401 NW 53rd Terrace Doral, Florida 33166, by **11:00 am on November 13, 2017**. Bids shall be submitted in a sealed box/envelope clearly marked on the exterior "City Wide Custodial Services– ITB #2017-28".

All bids shall be publicly opened and recorded on November 13 at 11:00 am. Late submittals shall not be accepted or considered. **A mandatory pre-bid meeting shall be held on, October 17, 2017 at 10:00 a.m. at City of Doral, 8401 NW 53rd Terrace, Doral, FL 33166, Third Floor Training Room.**

Bidders are to deliver **One (1) original copy and four (4) additional copies of the bid**, in separate 3 ring binders, as indicated herein. In addition, bidders are to deliver **two (2) CDs containing a complete scanned PDF copy of the original with signatures and all materials submitted in the bid.** No proposal will be accepted without this requirement.

The City of Doral reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any submittal. The city may reject any or all bids and re-advertise.

PROJECT OVERVIEW

By way of this ITB, the City is soliciting bids from interested experienced parties to provide City Wide Custodial Services. (the "Services").

Through the process described herein, licensed and certified interested in assisting the City with the provision of the Services must prepare and submit a bid packet in accordance with

the procedure and schedule of this ITB. The City will review submittals only from those contractors that submit a bid which includes all the information required to be included as described herein.

The City intends to award a contract for provision of City Wide Custodial Services to the contractor that: possesses qualified man power, equipment, administrative capabilities to provide the proposed services, possesses previous experience on this type of work and provides the best offer and prices deemed to be in the greatest benefit to the City.

A copy of the complete bid package may be obtained from the City of Doral website, www.cityofdoral.com, by clicking on the Procurement Division link under City Departments. <https://www.cityofdoral.com/all-departments/procurement-division/rfps-rfqs-and-itbs/>

All questions or comments should be directed to the following email: procurement@cityofdoral.com. Inquiries must reference "City Wide Custodial Services ITB#2017-28" in the subject line. No phone calls will be accepted in reference to this ITB. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this ITB, supplements or revisions will be made available via written addendum.

It is the intent of the City to enter into a contract with the qualified individual, subject to cancellation as provided herein.

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

Mandatory Pre-Bid Meeting:	Tuesday, October 17, 2017 @ 10:00 AM City of Doral Doral Government Center 8401 NW 53 rd Terrace Doral, FL 33166 Third Floor Training Room
Cut-off Date for Questions:	Thursday, October 26, 2017 @ 12:00 PM
Opening of Bids:	Monday, November 13, 2017 @ 11:00 AM

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

SECTION 1.0: GENERAL CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this ITB, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Contractor/Submitter/Bidder

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Proposer/Contractor/Submitter/Bidder

The Proposer whose statement of qualifications to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in this ITB and a Notice of Commencement will be issued.

(iii) Proposals/Submittal

The written, sealed document submitted by the Proposer in response to this ITB. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION; QUESTIONS

The City reserves the right to request for clarification on information submitted from an Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this ITB shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be publically noticed and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this ITB must be amended, the City will issue a formal written addendum, which will be shared publically and to all registered prospective Proposers via email notification. Addendum will be uploaded to the City's Procurement webpage. If necessary, a new submittal opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this ITB. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the ITB documents. No person is authorized to give oral interpretations of, or make oral changes to the ITB. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the ITB opening, whichever is earlier, any material submitted in response to this ITB will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF BID

A Proposer may, without prejudice, withdraw, modify, or correct the proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL SUBMITTALS

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this ITB does not, itself, in any way constitute a contractual agreement between the City of Doral and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this ITB prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

- (i) **Incurred Expenses**
The City is not responsible for any expenses which Proposers may incur for preparing and submitting statements of qualifications called for in this ITB.

- (ii) **Interviews**
The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

- (iii) **Request for Modifications**
The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

- (iv) **ITB Acknowledgment**
By submitting a proposal, the Proposer/Bidder certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.
- (v) **Acceptance/Rejection/Modification to Submittals**
The City reserves the right to negotiate modifications to this ITB that it deems acceptable, reject any and all bids for any reason whatsoever, and waive minor irregularities in any submittal.
- (vi) **Submittals Binding**
All statements of qualifications submitted shall be binding for three hundred sixty-five (365) calendar days following opening.
- (vii) **Alternate Bids/Statement/Proposals**
Alternate bids, statements, and/or statements of qualifications will not be considered or accepted by the City.
- (viii) **Economy of Preparation**
Bids should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the bid.
- (ix) **Proprietary Information**
In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that ITB and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to *identify with specificity* any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All statements of qualifications received from Proposers in response to this ITB shall become the property of the City of Doral and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this ITB and subsequent contracting including, but not limited to:

- **Executive Order 11246** (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training)
- **Occupational, Safety and Health Act (OSHA)**
- **The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes**
- **Environment Protection Agency (EPA)**
- **Uniform Commercial Code (Florida Statutes, Chapter 672)**
- **American with Disabilities Act of 1990, as amended**
- **National Institute of Occupational Safety Hazards (NIOSH)**
- **National Forest Products Association (NFPA)**
- **State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code**
- **U.S. Department of Transportation**
- **City of Doral, City Ordinance No. 2004-03**
- **Cone of Silence, Miami-Dade County Code of Ordinances**
- **The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment**

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Advisory Board members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer.

Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future bids or statements for goods or services to City. Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this ITB upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this ITB between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this ITB between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (3) Any communication regarding this ITB between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this ITB between the Mayor, Council members and any member of the selection committee therefore;

- (5) Any communication regarding this ITB between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this ITB between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular ITB, RFQ, or bid between a potential vendor, service provider, Respondent, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such ITB, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of bidders/Respondents regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this ITB;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto

between a potential vendor, service provider, Respondent, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or Respondent shall render the ITB award or bid award to said bidder or Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.12 FLORIDA GOVERNMENT IN THE SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Doral evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this ITB are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

1.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral.

Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this ITB, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

Upon award recommendation or thirty (30) days after the opening of ITB responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Proposer must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Bidder/Proposer, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Bidder, in substantially the form attached hereto as Exhibit "C", shall include, but not be limited to, the following terms and conditions:

- A.** The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents,

servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

END OF SECTION 1

2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract, through open, competitive bidding, for City-Wide Custodial Services.

2.2 QUALIFICATIONS / EXPERIENCE OF BIDDERS

All firms that submit a bid shall meet, but not be limited to, the following minimum qualifications:

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation within Florida for a five-year period of time immediately preceding this Invitation to Bid. The firm shall have sufficient financial support, equipment, and organization to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established operation as determined by officials of the City of Doral.

2. Bidder shall be fully licensed and insured to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.

3. Bidder must have performed work in the Florida on at least three (3) Custodial Maintenance jobs, each within the past five (5) years. At least one (1) of these jobs must have been performed for a governmental entity in Florida. Supporting references must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the Bidder to ascertain that the contact person will be responsive.

4. E-Verify. In accordance with Executive Order 11-116, the Bidder agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of the agreement for the services specified in the Purchase Order. The Bidder shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to

verify the employment eligibility of all new employees hired by the subcontractor during the agreement term.

The bidder must show proof of having met these minimum requirements on the "Bidder Qualification Statement" in Section 5. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.

2.3 LICENSING

Successful respondent must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org.

2.4 MANDATORY PRE-BID CONFERENCE / SITE VISIT

A Pre-Bid Conference/site-visit will be held on October 17, 2017 @ 10:00 a.m. at City of Doral, Government Center, 8401 NW 53rd Terrace, Doral FL, 33166, Third Floor Training Room. During this conference and site-visit all work will be discussed. The Procurement Department will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the Bid. Attendance to the Pre-Bid conference is mandatory.

Bidders are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Bidders are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract.

By submission of an Invitation to Bid, it will be construed that the Bidder is acquainted sufficiently with the site(s) and the work to be performed.

2.5 TERM OF CONTRACT

The City and the Awarded Bidder shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the ITB through action taken by the City Council at a fully authorized meeting. If the Bidder awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Bidder, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a one (1) year period from the contracts initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for an additional three (3) year period on a year to year basis. The Awarded Bidders(s) shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Bidder(s).

This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

2.6 PRICING

If the Bidder is awarded a contract under this Bid solicitation, the prices quoted by the Bidder shall remain fixed and firm throughout the initial term of this contract. However, the Bidder may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

Prior to, or upon completion of that initial term, the City shall have the option to renew this contract for an additional three (3) 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 Consumer Price Index Urban Wage Earners and Clerical Workers, Miami / Ft Lauderdale – All Items. *(or, if applicable, whatever Department of Labor CPI Index relates to the commodity / service being procured)*

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 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 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.

2.7 BID FORMAT AND SIGNATURES

To receive consideration, the Bid must be submitted on the Bid forms as provided by the City. This Invitation to Bid must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Bids must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the City Clerk, 8401 NW 53rd Terrace, Doral, FL 33166. Bids by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Bids by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.8 BID BOND / PERFORMANCE BOND

The bidder shall have at least five (5) years of experience under operating under its current business name. The Bidder must have the ability to obtain a **100% performance and payment bond** at time of contract.

The Bidder shall submit proof of their bonding capacity by means of a letter from their bonding company. A **Bid Bond in the amount of five (5) percent** of the base bid amount is required for this project.

2.9 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name and bid amounts submitted. The City will review all submittals for bid compliance according to the requirements set forth in this ITB and evaluate the bid submittals in order of the lowest dollar value bid received. In order to be deemed responsive the bids must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 5 of this solicitation. The City of Doral shall be the sole judge in determining Bidder's qualifications.

The City, at its sole discretion, reserves the right to inspect any / all Bidder facilities to determine their capability of meeting the requirements for the Contract. Also, price,

responsibility, and responsiveness of the Bidder, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

Upon approval of the City Council, a contract shall be awarded to one (1) Bidder selected as the most responsible, responsive Bidder meeting all specifications. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject bids from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

2.10 DUE DATE

All Bids are due no later than November 13, 2017 at 11:00 am, EST or any time prior thereto at the City of Doral, Government Center, 8401 NW 53rd Terrace, Doral, FL 33166. All bids received will be publicly opened on the date and the time specified. All bids received after that time shall be returned unopened.

One original submittal and four (4) copies must be submitted in a sealed envelope or box/container clearly marked with the ITB title. EMAILED OR FAXED bids will not be accepted. **The Solicitation Response Form shall be attached to the exterior of the packet.**

Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of bids shall be decided in the favor of the City of Doral. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bid. The City of Doral cannot be responsible for bids received after opening time and encourages early submittal. Bids received by the City after the time specified for receipt will not be considered.

All information required by the Invitation to Bid must be supplied to constitute a regular submittal.

SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.

2.11 INSURANCE REQUIREMENTS

See Exhibit A.

2.12 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to these Sections may be cause the bid to be considered non-responsive.

2.13 COMPLETE PROJECT REQUIRED

The Work to be performed under any Contract resulting from this Request for proposal shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete and all work, materials, and services not expressly shown or as called for in the Contract Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Bidder as though originally so specified or shown, at no increase in cost to the City.

2.14 INQUIRIES

Any questions regarding this Bid shall be directed in writing to the Procurement Division via email at procurement@cityofdoral.com. All inquiries must have in the subject line the following: **City Wide Custodial Services ITB#2012-28**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Bidders requiring clarification or interpretation of the ITB must submit them via email on or before October 26, 2012, 12:00 pm noon. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Bidders. In addition, inquiries and responses may also be posted on the City of Doral website.

2.15 ATTACHED FORMS

2.14.1 Non-Collusion Affidavit

Each Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the Bid submittal. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Invitation to Bid, the Party certifies the Bidder has not divulged, discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Bidder certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition.

The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Statement of Qualifications or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Respondent for the purpose of doing business.

2.15.2 Americans with Disabilities

As part of any Statement of Qualifications, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

2.15.3 Compliance with Equal Employment Opportunity

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs

or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

2.15.4 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

2.15.5 Tie Bids Form

Whenever two or more bids are equal with respect to price, quality, and service are received by the City or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids /proposals will be followed if none of the tied vendors have a drug free workplace program.

The above referenced forms are included in 'Forms / Deliverable' at Section 5 of this solicitation. Please ensure that you read these forms, and all others contained within Section 5 thoroughly, and return them signed and notarized where required. Bids received with incomplete forms may be deemed unresponsive.

END OF SECTION 2

SECTION 3 – SCOPE OF SERVICES

3.1 SCOPE OF SERVICES

The City of Doral is seeking proposals from qualified firms or entities (herein referred to as "Bidders") Certified in Green Building Best Maintenance Practices for engagement to perform all custodial services. Including the provision of all personnel/labor, supervision, cleaning supplies, and paper products including toilet paper, toilet seat covers, hand paper towels, garbage can liners, hand soap, and any other materials necessary for the complete servicing of all facilities in accordance with the following specifications. Any and all products utilized throughout the facility in the performance of successful Bidder's responsibilities shall be Green Certified Products of highest quality to effectively perform all duties. Failure to provide paper products or other supplies of a quality previously approved by the City may be deemed insufficient by the Facilities Manager and shall be replaced by other approved product(s) when required.

Buildings include:

- Government Center 50,671 sqft.
- Police Headquarters 24,430 sqft.
- Police Substation 10,015 sqft.

3.2 SUPPLIES, MATERIALS, EQUIPMENT AND PROGRAM

The Contractor shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, and other equipment necessary for satisfactory completion of all the services as specified in this ITB. All products utilized throughout the facility in the performance of successful Bidder's responsibilities shall be Green Certified Products of highest quality to effectively perform all duties. All supplies must be compatible with existing dispensers at the facilities. Failure to provide paper products or other supplies of a quality previously approved by the City may be deemed insufficient by the Facilities Manager and shall be replaced by other approved product(s) when required.

The Bidder shall supply all tools and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry out the work or services of his contract according to an approved program. All equipment shall be safe and in good operational condition. Equipment must have all proper safety devices required by law which shall be properly maintained and in use at all times. To this regards, the City reserves the right to request a list of such items for approval of use. A change of

designated item(s) may be required that are deemed by the City as unsafe or which may create an uncomfortable environment and or service to City employees or patrons.

3.3 TEST AND INSPECTIONS

At all times during the Contract, the Facilities Manager shall have the right to make thorough and last minute inspection of the services rendered, including materials, replenishment of supplies and equipment used, and to draw the attention of the successful Bidder to all defects in workmanship, materials or other errors or variations from the Contract requirements.

The right of inspection herein provided is intended solely for the benefit of the City. Neither the right of inspection nor any failure to draw attention to, or point out such defects, errors or variations shall give the successful Bidder any right or claim against the City or shall in any way relieve the successful Bidder from its obligations under the term of this contract. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives.

If the Services or any part thereof shall be found to be non-conforming, the successful Bidder shall without cost to the City or forthwith remedy such non-conformance in a manner to comply with the Contract.

The contractor shall at all times make available to the Facilities Manager and/or designee, all facilities necessary for the test or inspection of the services rendered. The Contract Administrator and/or designee shall be permitted to test or inspect materials, equipment and supplies as needed.

Any inspection hereunder shall not reasonably disrupt the Bidder's performance of the services.

3.3 PRODUCT SUBSTITUTES

In the event a particular awarded and approved manufacturers product becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

3.4 PERFORMANCE

The contractor shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only industry

standard accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such.

3.5 QUALITY OF WORK

All work shall be performed using highest maintenance standards and techniques. The frequencies established for repetitive maintenance tasks are minimum frequencies, which must be increased if deemed necessary and requested by the City. Failure to perform under the terms and conditions of this contract will cause the contract administrator to submit a Vendor Performance Form, issuance of (3) Vendor Performance Forms indicating poor performance may be grounds for default of contract and subject to the Termination Provision of this ITB.

3.6 PERSONNEL

Bidder shall be deemed to represent that it has, or will have upon the award of the contract, all necessary personnel required to perform all services arising from the award of the contract. **All personnel employed shall be employees of bidder.**

All the services required herein shall be performed by the successful Bidder, and all personnel engaged in performing the services shall be qualified to perform such services.

Bidder shall have the capability to provide the required personnel at all times to perform to all the specifications of this ITB. This shall include holidays and weekends when required, and the ability to immediately backfill any regularly scheduled personnel who fail to report for their normal work tour. When work is required for a nonscheduled period, the City will give the successful Bidder at least two (2) days advanced notice unless deemed an emergency. Shift supervisor will have the ability to effectively communicate in English. Any temporary backfill person must pass the security / background check as prescribed elsewhere in this ITB.

All personnel of the successful bidder must be covered by Workmen's Compensation, Unemployment Compensation, and Liability Insurance, a copy of which is to be provided to the City in accordance with the ITB Insurance Requirements.

3.7 BACKGORUND INVESTIGATION

At the sole discretion of the City, employees of the contractor shall be subject to a background check performed by the City of Doral Police Department prior to assignment to a City facility. The contractor shall furnish, upon notification of award of bid, a list

containing the names of, and other requested information about the employees who will be performing the work required, to the Police Department upon request. This investigation LEVEL I & II shall be performed by the Doral Police Department at no cost to the successful bidder.

3.8 EMPLOYEE IDENTIFICATION/MONITORING OF WORK

Successful Bidder's employees will at all times wear, in plain view, identification badges and uniforms issued to them by their employer. Successful Bidder's employees will also sign-in and sign-out as required, at a specific location designated by the Facilities Manager, at all locations to ensure work in accordance with specifications was performed on a daily basis.

3.9 APPAREL

Successful Bidder's employees shall wear appropriate clothing at all times to include shirts / uniforms with the successful Bidder's logo affixed. Shoes (footwear which fully covers and protects the entire foot) shall be worn at all times as well. Shorts, torn and/or dirty clothing, cut-off t-shirts, and the like, along with clothing with unacceptable verbiage as determined by the Contract Administrator, shall not be worn.

Tattoos are not permitted in any visible location, including but not limited to, arms, legs, neck, face, head, scalp, or hands. Successful Bidder's employees shall wear appropriate uniform or attire that provides coverage of the tattoo.

Successful Bidder's employees should not wear any item of ornamentation in their nose, eyebrow or any other location of their body that is visible during work hours. Exception: earrings are permitted for female personnel.

3.8 MINIMUM WORK

The specification requirements cited in this ITB are a minimum and as such, are not intended to limit the successful Bidder's requirements to perform all work to the best of his or her ability in an acceptable manner.

3.9 SUPERVISION

Contractor shall assign one working "On Duty" Supervisor, as required by the specifications, and provide the name and contact information in the designated section within the bid. The assigned "on duty" supervisor shall make certain that service is

provided according to the site's specifications and submit inspection reports if required. Contractor shall also provide the name and telephone number where the Contractor may be reached at any time for purposes of taking complaints and receiving information as to daily contract performance. In the event the assigned Supervisor demonstrates an inability to properly supervise his/her personnel as determined by the contract administrator or his/her designee, then the contract administrator or his/her designee have the authority to request the immediate dismissal of said Supervisor of his/her responsibilities at the facility and Contractor is to assign another individual upon four (4) hour notice (if requested by the City) to supervise staff in a satisfactory manner as determined by the contract administrator or his/her designee. The City shall only be liable for payment of the actual hours worked by said Supervisor(s).

The site Supervisor(s) shall be literate and fluent in the English language for reading chemical labels, job instructions, and signs and for communications with the Management personnel. Site Supervisor shall carry cell phone so that he/she can be contacted immediately by the Facilities Manager or his designee. If the site supervisor is absent, the contractor shall provide a replacement who is competent and has been given the authority to carry out the duties of the Site Supervisor and that has been approved by the City.

3.10 EMERGENCY/DISASTER PERFORMANCE

In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

3.11 ADDITION/DELETION OF FACILITIES/ITEMS

Although this solicitation identifies specific facility/items, it is hereby agreed and understood that any facility/item may be added to, and any awarded facility/item may be deleted from this contract at the option of The City. When an addition to the contract is required, the successful bidder(s) under this contract and other suppliers, as deemed necessary shall be invited to submit price quotes for these new facilities/items. If this quote is comparable with market prices offered for similar facilities/items, the supplier(s) and facility(ies)/item(s) shall be added to the contract, if it is in the best interest of the City and an addendum and a separate purchase order or change order shall be issued by the City.

3.12 AUTHORIZATION TO PERFORM WORK OUTSIDE OF SPECIFICATIONS

A company official or authorized agent shall advise the Facilities Manager when work other than that specified within the scope of work is required, with at least two (2) days' notice.

No work outside the scope of work shall be conducted without prior approval of the Facilities Manager. Upon completion of work, which is performed on a monthly, quarterly, semiannual, or annual basis, this information shall be recorded in the Log.

3.13 LEGAL HOLIDAYS

When most City buildings will be closed to the public, some buildings will continue internal operations. The supervisor shall communicate with the Facility Manager to coordinate services. Legal holidays are as follows:

1. New Year's Day
2. Martin Luther King's Birthday*
3. President's Day*
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Columbus Day*
8. Veteran's Day*
9. Thanksgiving Day
10. Friday after Thanksgiving Day*
11. Christmas Day

*Dates as indicated shall not be considered legal holidays for Successful Bidder unless stated otherwise, a full staff is required at all buildings.

3.14 BI-WEEKLY REVIEW MEETINGS

At no additional expense to the City, the Contractor's owner (company president and/or owner) or other officer or individual as approved by the Facilities Manager, will be available to meet with the Facilities Manager, or a designated member of his staff, on a bi-weekly basis for the purpose of reviewing the performance of the contracted workforce and effecting what changes, if any, are necessary.

At no additional cost to the City, upon the need arising as determined by the Facilities Manager, the Contractor's owner or designee will be available to meet with the Facilities

Manager to discuss any special problems or concerns. This individual will be available within one (1) working day upon notification.

3.15 REPORTING DAMAGES CAUSED BY THE SUCCESSFUL BIDDER

Any damage caused by the successful bidder shall be reported to the Facilities Manager either in person or in writing. Successful bidder shall be responsible for paying for any and all damages of which may be paid via a credit against monthly billing or by direct payment.

3.16 SMOKING AND UNSAFE ACTS

All City of Doral facilities are nonsmoking facilities. Safety is a primary concern of the City, and as such, unsafe acts will not be tolerated, Unsafe acts, such as smoking in the facility, will be grounds for immediate termination of the Contract.

3.17 WATER EXTRACTION

The successful Bidder shall provide emergency/routine water extracting capability. Successful Bidder shall keep on-site at all times extraction machines (not less than one) capable of displacing/picking up large quantities of fluids in a timely manner and also have on hand high velocity blowers (not less than two) for the purpose of drying out carpeting. Successful Bidder shall ensure that all janitorial personnel are well-versed in the safe and efficient operation of all extraction/blower equipment.

3.18 RESPONSIBILITY FOR FACILITY ACCESS CARDS

The Contractor, upon being issued one (1) or more access cards for their employees for the purpose of gaining access to specified areas, is responsible for the same. It will be the responsibility of the contractor to collect the access cards from employees who are no longer assigned to work in the City of Doral facility, as listed herein, and turning them in to the Facilities Manager.

3.19 INVENTORY OF EQUIPMENT

The contractor shall maintain an inventory of equipment to be kept on site and submit a copy or subsequent updates of the same to the Facilities Manager. This inventory shall be utilized to verify equipment leaving the facility(s) for whatever reasons, including such times as the contract is terminated.

3.20 STORAGE AREAS

The janitor closets or similar storage areas designated by the Facilities Manager which may be available and utilized by the Bidder shall be kept clean and tidy at all times. All containers are to be kept properly sealed and labeled according to existing Miami-Dade County and/or OSHA requirements. All exposed liquids are to be discarded immediately. All cleaning materials and supplies are to be stored as to minimize the possibility of spontaneous combustion.

3.21 SCAVENGING

Scavenging by any of the Contractor's personnel is prohibited and the Facilities Manager may require the removal of any of the contractor employees who scavenges.

3.22 EMERGENCY CONTACT INFORMATION

The Contractor will provide the City with evening, weekend, and holiday service, as necessary, to cope with an emergency situation which threatens public health and safety, as determined by the City. The Contractor will provide Phone Numbers and E-Mail for twenty-four (24) hours, seven (7) days a week, communication.

Furthermore, the Contractor shall have available an individual to answer telephone communications during normal working hours (Monday thru Friday), and an answering machine for occasions that an individual is not available.

3.23 FREQUENCY OF SERVICE

The Contractor will provide the City with Daytime time hours shall be denoted as those hours between 7:00 a.m. to 4:00 p.m. Nighttime hours shall be denoted as those hours between 4:00 p.m. to 6:00 a.m. All services for this facility shall be conducted as follows:

- City Hall 5 Days (M-F) from 4:30 PM to 10:00 PM.
- Police Headquarters 6 days (M-S) from 4:30 PM to 10:00 PM.
- Police Substation 6 days (M-S) from 4:30 PM to 10:00 PM.

3.24 ROUTINE WORK - TASK AND FREQUENCIES

LOCATION Government Center 8401 NW 53 rd Terrace	DAILY	WEEKLY	MONTHLY	QUARTERLY

<p>Common/Public areas, Corridors, Entries, Foyers, Offices and Lobbies</p> <p>Note: Some personnel may request that their office or desk to be excluded.</p>	<ul style="list-style-type: none"> • Empty and clean all waste and sanitary receptacles, wash if necessary. • Replace plastic liners. • Remove all waste collected from the building and dispose on City provided commercial dumpster • Clean and disinfect all drinking fountains • Spot clean carpets as needed. • Check for, and remove, any and all cobwebs. • Vacuum all carpets. • Damp mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices • Clean entrance mats. • Clean the cashier windows and all building glass entrance doors. 	<ul style="list-style-type: none"> • Dust, all building areas to include all surfaces of furniture (desks, tables, counters, fixtures, etc.) • Clean behind all doors and crevices along walls to eliminate dust buildup. • Clean all baseboards. • Sweep, mop and clean janitorial closets including service sink. 	<ul style="list-style-type: none"> • Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City). • Vacuum and bonnet clean all carpets. • Clean and disinfect all trash receptacles and replace in their designated location(s). • Dust and clean all high areas not easy to reach during normal cleaning schedule. 	<ul style="list-style-type: none"> • Steam clean all carpets, using the hot water extraction method. • Dust all wood and fabric panels (high and low). • Clean upholstered furniture/seating throughout the building. • Clean and polish all metal door thresholds. • Clean wall coverings as needed, using extreme caution and approved methods.
<p>Restrooms and Locker Rooms</p>	<ul style="list-style-type: none"> • Clean and disinfect all urinals and toilet bowls, including toilet seats, and all around. • Clean, Sanitize and polish all mirrors, counters tops and plumbing fixtures. • Wash, clean and disinfect all urinal walls and stall partitions including doors. • Clean and disinfect all trash receptacles and replace all with plastic liners; wash if required. • Wet mop and disinfect all floors. • Scrub and disinfect all sinks and counter tops. • Remove all splash marks from all lockers, furniture, fixtures, 	<ul style="list-style-type: none"> • Machine scrub and disinfect all restroom, shower and locker room ceramic tile floors. • Wipe clean and disinfect all lockers. 	<ul style="list-style-type: none"> • Deep clean all restrooms, showers and locker rooms to include, toilet, sinks, ceramic tile walls, floors, tables, partitions, urinals, dressing areas, benches, lockers and drain strainers. • Wash and disinfect all waste receptacles. • Replace damaged or moldy shower privacy curtains as needed. 	

	<p>walls, partitions, doors and cabinets.</p> <ul style="list-style-type: none"> • Replace urinal screens as needed. • Provide disposal bags for sanitary products on as needed basis where restrooms have provisions for these items. • Refill all dispensers and replenish all paper supplies, hand soap dispensers and sanitary napkin dispensers. • Wipe down and sanitize benches. • Remove all trash, debris, toiletries, or other articles left unattended outside lockers, which appear to be abandoned. (Determine placement of these items in conjunction with the Facilities Manager). • Clean and sanitize all showers and dressing areas: clean all shower hardware, walls and floors. 			
Gymnasium	<ul style="list-style-type: none"> • Empty trash and recycling receptacles, replace liners. • Re-arrange equipment as needed. • Sweep or vacuum floors. • Damp mop floors with germicidal detergent. • Clean all water drinking fountains. • Wipe down and disinfect all exercise equipment. 	<ul style="list-style-type: none"> • Clean behind all doors and crevices along walls to eliminate dust buildup. 		
Employee Kitchen and Lounge Areas	<ul style="list-style-type: none"> • Empty trash and recycling receptacles, replace liners. • Clean trash and recycling receptacles. 	<ul style="list-style-type: none"> • Machine scrub and spray buff hard floor surfaces. • Wash waste and recycling receptacles. 	<ul style="list-style-type: none"> • Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT 	

	<ul style="list-style-type: none"> • Re-arrange furniture as needed. • Spot clean furniture, fixtures, doors walls, counters and glass partitions. • Wipe clean all tables, cabinets, appliances and counter tops. • Sweep hard floor surfaces. • Damp mop floors with germicidal detergent. 	<ul style="list-style-type: none"> • Clean upholstered seating as needed. • Perform thorough cleaning of tables, chairs and dining areas. 	(With methods satisfactory to the City).	
Conference Rooms and Auditoriums	<ul style="list-style-type: none"> • Empty and clean all waste and sanitary receptacles, replace plastic liners; wash if necessary. • Vacuum all carpets. • Remove dirt <i>and or</i> marks from doors, walls, light switches, glass panels, and partitions. • Spot clean carpets as needed. • Clean all furniture, fixtures, media, and counters. • Rearrange furniture as required. • Clean entrance mats. 	<ul style="list-style-type: none"> • Clean and polish all furniture to include the podium and dais. 	<ul style="list-style-type: none"> • Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City). 	<ul style="list-style-type: none"> • Clean upholstered furniture/seating. • Clean wall coverings as needed, using extreme caution and approved methods.
Stairs and Stairwells	<ul style="list-style-type: none"> • Police all stairs and landings to ensure cleanliness. • Spot clean all stairs, landings, walls, doors, and handrails. • Sweep and damp mop stairwells with germicidal detergent. • Vacuum stairs and landings. 	<ul style="list-style-type: none"> • Clean handrails using appropriate method. • Clean doors interior and exterior. 		<ul style="list-style-type: none"> • Clean wall coverings as needed, using extreme caution and approved methods. • Steam clean all carpets, using the hot water extraction method.

Elevators (Including Parking Garage Elevators)	<ul style="list-style-type: none"> • Sweep and damp mop with germicidal detergent all elevators. • Spot clean fixtures, walls, and doors, etc. • Damp clean all elevators walls, door frames and doors in each floor. 			
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LOCATION Police Department 6100 NW 99 th Ave	DAILY	WEEKLY	MONTHLY	QUARTERLY
Common/Public areas, Corridors, Entries, Foyers, Offices and Lobbies Note: Some personnel may request that their office or desk be excluded. In addition, some offices are accessible only by PD and no other personnel is allow.	<ul style="list-style-type: none"> • Empty and clean all waste and sanitary receptacles, wash if necessary. • Replace plastic liners. • Remove all waste collected from the building and dispose on City provided commercial dumpster • Clean and disinfect all drinking fountains • Spot clean carpets as needed. • Check for, and remove, any and all cobwebs. • Vacuum all carpets. • Damp mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices • Clean entrance mats. • Clean the cashier windows and all building glass entrance doors. 	<ul style="list-style-type: none"> • Dust, all building areas to include all surfaces of furniture (desks, tables, counters, files, fixtures, etc.) • Clean behind all doors and crevices along walls to eliminate dust buildup. • Clean all baseboards. • Sweep, mop and clean janitorial closets including service sink. 	<ul style="list-style-type: none"> • Vacuum and bonnet clean all carpets. • Clean and disinfect all trash receptacles and replace in their designated location(s). • Dust and clean all high areas not easy to reach during normal cleaning schedule. 	<ul style="list-style-type: none"> • Steam clean all carpets, using the hot water extraction method. • Dust all wood and fabric panels (high and low). • Clean upholstered furniture/seating throughout the building. • Clean and polish all metal door thresholds. • Clean wall coverings as needed, using extreme caution and approved methods. • Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City).
Restrooms and Locker Rooms	<ul style="list-style-type: none"> • Clean and disinfect all urinals and toilet bowls, including toilet seats, and all around. • Clean, Sanitize and polish all mirrors, counters tops and plumbing fixtures. 	<ul style="list-style-type: none"> • Deep clean all restrooms, showers and locker rooms to include, toilet, sinks, ceramic tile walls, floors, tables, partitions, urinals, dressing areas, 	<ul style="list-style-type: none"> • Wash and disinfect all waste receptacles. • Replace damaged or moldy shower privacy curtains as needed. 	

	<ul style="list-style-type: none"> • Wash, clean and disinfect all urinal walls and stall partitions including doors. • Clean and disinfect all trash receptacles and replace all with plastic liners; wash if required. • Wet mop and disinfect all floors. • Scrub and disinfect all sinks and counter tops. • Remove all splash marks from all lockers, furniture, fixtures, walls, partitions, doors and cabinets. • Replace urinal screens as needed. • Provide disposal bags for sanitary products on as needed basis where restrooms have provisions for these items. • Refill all dispensers and replenish all paper supplies, hand soap dispensers and sanitary napkin dispensers. • Wipe down and sanitize benches. • Remove all trash, debris, toiletries, or other articles left unattended outside lockers, which appear to be abandoned. (Determine placement of these items in conjunction with the Facilities Manager). • Clean and sanitize all showers and dressing areas: clean all shower hardware, walls and floors. 	<p>benches, lockers and drain strainers.</p> <ul style="list-style-type: none"> • Wash and disinfect stall partitions and trash receptacles. • Wipe clean and disinfect all lockers. 		
Gymnasium	<ul style="list-style-type: none"> • Empty trash and recycling receptacles, replace liners. • Re-arrange equipment as needed. 	<ul style="list-style-type: none"> • Clean behind all doors and crevices along walls to eliminate dust buildup. 		

	<ul style="list-style-type: none"> • Sweep or vacuum floors. • Damp mop floors with germicidal detergent. • Clean all water drinking fountains. • Wipe down and disinfect all exercise equipment. 			
Employee Kitchen and Lounge Areas	<ul style="list-style-type: none"> • Empty trash and recycling receptacles, replace liners. • Clean trash and recycling receptacles. • Re-arrange furniture as needed. • Spot clean furniture, fixtures, doors walls, counters and glass partitions. • Wipe clean all tables, cabinets, appliances and counter tops. • Sweep hard floor surfaces. • Damp mop floors with germicidal detergent. 	<ul style="list-style-type: none"> • Machine scrub and spray buff hard floor surfaces. • Wash waste and recycling receptacles. • Clean upholstered seating as needed. • Perform thorough cleaning of tables, chairs and dining areas. 	<ul style="list-style-type: none"> • Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City). 	
Conference Rooms and Auditoriums	<ul style="list-style-type: none"> • Empty and clean all waste and sanitary receptacles, replace plastic liners; wash if necessary. • Vacuum all carpets. • Remove dirt <i>and or</i> marks from doors, walls, light switches, glass panels, and partitions. • Spot clean carpets as needed. • Check for, and remove, any and all cobwebs. • Clean all furniture, 	<ul style="list-style-type: none"> • Clean and polish all furniture. 	<ul style="list-style-type: none"> • Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City). 	<ul style="list-style-type: none"> • Clean upholstered furniture/seating. • Clean wall coverings as needed, using extreme caution and approved methods.

	fixtures, media, and counters. <ul style="list-style-type: none"> • Rearrange furniture as required. • Clean entrance mats. 			
Stairs and Stairwells	<ul style="list-style-type: none"> • Police all stairs and landings to ensure cleanliness. • Spot clean all stairs, landings, walls, doors, and handrails. • Sweep and damp mop stairwells with germicidal detergent. • Vacuum stairs and landings. 	<ul style="list-style-type: none"> • Clean handrails using appropriate method. • Clean doors interior and exterior. 		<ul style="list-style-type: none"> • Clean wall coverings as needed, using extreme caution and approved methods. • Steam clean all carpets, using the hot water extraction method.
Elevators	<ul style="list-style-type: none"> • Sweep and damp mop with germicidal detergent all elevators. • Spot clean fixtures, walls, and doors, etc. • Damp clean all elevators walls, door frames and doors in each floor. 			

LOCATION	DAILY	WEEKLY	MONTHLY	QUARTERLY
Police Department Substation 3719 NW 97 Ave				
Common/Public areas, Corridors, Entries, Foyers, Offices and Lobbies Note: Some personnel may request that their office or desk be excluded. In addition, some offices are accessible only by PD and no other personnel is allow.	<ul style="list-style-type: none"> • Empty and clean all waste and sanitary receptacles, wash if necessary. • Replace plastic liners. • Remove all waste collected from the building and dispose on City provided commercial dumpster • Clean and disinfect all drinking fountains • Spot clean carpets as needed. • Check for, and remove, any and all cobwebs. • Vacuum all carpets. 	<ul style="list-style-type: none"> • Dust, all building areas to include all surfaces of furniture (desks, tables, counters, files, fixtures, etc.) • Clean behind all doors and crevices along walls to eliminate dust buildup. • Clean all baseboards. • Sweep, mop and clean janitorial closets including service sink. 	<ul style="list-style-type: none"> • Vacuum and bonnet clean all carpets. • Clean and disinfect all trash receptacles and replace in their designated location(s). • Dust and clean all high areas not easy to reach during normal cleaning schedule. 	<ul style="list-style-type: none"> • Steam clean all carpets, using the hot water extraction method. • Dust all wood and fabric panels (high and low). • Clean upholstered furniture/seating throughout the building. • Clean and polish all metal door thresholds. • Clean wall coverings as needed, using extreme caution and approved methods.

	<ul style="list-style-type: none"> • Damp mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices • Clean entrance mats. • Clean the cashier windows and all building glass entrance doors. 			<ul style="list-style-type: none"> • Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City).
Restrooms	<ul style="list-style-type: none"> • Clean and disinfect all urinals and toilet bowls, including toilet seats, and all around. • Clean, Sanitize and polish all mirrors, counters tops and plumbing fixtures. • Wash, clean and disinfect all urinal walls and stall partitions including doors. • Clean and disinfect all trash receptacles and replace all with plastic liners; wash if required. • Wet mop and disinfect all floors. • Scrub and disinfect all sinks and counter tops. • Remove all splash marks from all lockers, furniture, fixtures, walls, partitions, doors and cabinets. • Replace urinal screens as needed. • Provide disposal bags for sanitary products on as needed basis where restrooms have provisions for these items. • Refill all dispensers and replenish all paper supplies, hand soap dispensers and sanitary napkin dispensers. • Clean and sanitize all showers and dressing 	<ul style="list-style-type: none"> • Deep clean all restrooms, showers and locker rooms to include, toilet, sinks, ceramic tile walls, floors, tables, partitions, urinals, dressing areas, benches, lockers and drain strainers. • Wash and disinfect stall partitions and trash receptacles. • Wipe clean and disinfect all lockers. 	<ul style="list-style-type: none"> • Wash and disinfect all waste receptacles. • Replace damaged or moldy shower privacy curtains as needed. 	

	areas: clean all shower hardware, walls and floors.			
Employee Kitchen and Lounge Areas	<ul style="list-style-type: none"> • Empty trash and recycling receptacles, replace liners. • Clean trash and recycling receptacles. • Re-arrange furniture as needed. • Spot clean furniture, fixtures, doors walls, counters and glass partitions. • Wipe clean all tables, cabinets, appliances and counter tops. • Sweep hard floor surfaces. • Damp mop floors with germicidal detergent. 	<ul style="list-style-type: none"> • Machine scrub and spray buff hard floor surfaces. • Wash waste and recycling receptacles. • Clean upholstered seating as needed. • Perform thorough cleaning of tables, chairs and dining areas. 	<ul style="list-style-type: none"> • Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City). 	
Conference Rooms and Auditoriums	<ul style="list-style-type: none"> • Empty and clean all waste and sanitary receptacles, replace plastic liners; wash if necessary. • Vacuum all carpets. • Remove dirt <i>and or</i> marks from doors, walls, light switches, glass panels, and partitions. • Spot clean carpets as needed. • Check for, and remove, any and all cobwebs. • Clean all furniture, fixtures, media, and counters. • Rearrange furniture as required. • Clean entrance mats. 	<ul style="list-style-type: none"> • Clean and polish all furniture. 	<ul style="list-style-type: none"> • Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City). 	<ul style="list-style-type: none"> • Clean upholstered furniture/seating. • Clean wall coverings as needed, using extreme caution and approved methods.

**** QUOTE FOR ADDITIONAL SERVICES**

Provide quotes for additional services per Square Feet as follows (refer to pricing sheet):

1. Carpet vacuuming
2. Carpet cleaning
3. Scrub and wash ceramic tile floors
4. Strip, seal and buff VCT floors
5. Dusting, cleaning, and removal of waste and recycling receptacles on approximately 4000 SQ. FT of office space.
6. Furniture Cleaning (Shampoo Chairs).
7. During and after events custodial support.

***Finishes**

City Hall

Sq. Ft.	Floor type
3,420	Stone
3,463	VCT
1,030	Rubber Surface
2,450	Ceramic Tile
40,308	Carpet Tile
50,671	TOTAL AREA

Police Dept.

Sq. Ft.	Floor type
10,521.5	VCT
3,876.5	Ceramic Tile
8,432	Carpet Tile
1,500	Rubber Surface
24,430	TOTAL AREA

Police Substation

Sq. Ft.	Floor type
7,986	VCT
1,420	Ceramic Tile
609	Carpet
10,015	TOTAL AREA

3.26 CLOSING INSTRUCTIONS

1. Provide daily duties checklist report.
2. Report any maintenance problems in Facilities Manager's logbook.
3. Turn off lights.
4. Set any alarms.
5. Close and lock all building's exterior doors.
6. Report any abnormal activity to the Facilities Manager.

3.27 ACCEPTANCE OF COMPLETED WORK

A representative from the City of Doral must approve the work and related costs prior to the commencement of work. The City of Doral will determine if the work that is done is acceptable. If the work does not meet the City's requirements, the Vendor must take whatever remedial action is necessary to meet the requirements. Work determined to be defective will be remedied by the contractor at no additional cost to the City within a period of 24 hours.

3.28 ADMINISTRATIVE CHARGES

Maintaining high level of cleanliness and working conditions are essential to the City of Doral in ensuring proper healthy working conditions for City employees and clean facilities for the public when utilizing the facilities. Where failures to perform the work required by this contract occur, the City may assess administrative cost for the failure to perform such work. These charges are based on the cost which would be incurred should City staff or another contractor have to perform the work.

The Facilities Manager or designee at each site will provide the vendor a list of the task, required by the contract, which were not performed the previous day. Failure to correct these deficiencies within twenty-four (24) hours of notification or a mutually agreed time, will result in the assessment of administrative charges in the amounts state below.

Charges that have been assessed will be deducted against the monthly invoices received by the vendor or where the outstanding invoices are insufficient the City may invoice the vendor. Repeated failures to comply with the bid requirements may result in a vendor non-performance report being generated. The City reserves the right to find the contractor in default of the contract for failure to perform whether deductions have been taken or not.

In the event that an employee is not on duty as required, charges of \$50.00 per hour will be made for each person not present for work.

Upon failure to complete any task(s) in accordance with the specifications and to the satisfaction of the City within the time stated, the bidder shall be subject to charges for administrative charges as shown below. As compensation due the City for loss of use and for additional costs incurred by the City due to such non completion of work, the City shall have the right to deduct the said administrative charges from any amount due or that may become due to the bidder under this agreement or to invoice the bidder for such charges if the cost incurred exceed the amount due to the bidder.

CHARGES FOR NON PERFORMANCE OF TASK

<u>TASK</u>	<u>AMOUNT</u>
Cleaning Lobby	\$ 100.00 per lobby
Emptying recycling bin	\$ 20.00 Ea/per day
Spot clean trash receptacles	\$ 10.00 Each
Vacuum Carpet as specified	\$ 50.00 Room/Office
Clean dirt from doors incl. glass doors	\$ 20.00 Each
Clean walls inc. glass partitions	\$ 20.00 Wall/partition
Clean and disinfect all drinking fountains	\$ 10.00 Each
Clean elevators walls and floors	\$ 25.00 Car
Clean elevators doors	\$ 50.00 Car
Vacuum elevator door track	\$ 25.00 Track
Clean all building entrance doors	\$ 25.00 Each
Remove Cobwebs	\$ 10.00 Each
Spot clean furniture and fixtures.	\$ 15.00 Each
Sweep and damp mop all hard floors and/or tile floors	\$ 50.00 Room/Office
Clean cashier window	\$ 20.00 Day
Spot clean carpets as needed	\$ 50.00 Room
	\$ 100.00 Corridor
Rearrange furniture as required	\$ 50.00 Occurrence
Clean entrance mats	\$ 25.00 Mat
Clean, disinfect, or descaling of wash basins, toiles, showers, urinals or sinks including all plumbing fixtures	\$ 50.00 Item
Wash, clean and disinfect all urinal walls and stall partitions	\$ 25.00 Item
Clean all trash receptacles and replace all with plastic liners	\$ 20.00 Ea/per day
Wet mop and disinfect all bathroom, locker and shower floors	\$ 50.00 Room
Spot clean lockers, furniture or cabinets	\$ 10.00 Each

Refill all dispensers and replenish all paper supplies, hand soap dispensers and sanitary napkin dispensers.	\$ 10.00	Item
Clean floor drains	\$ 25.00	Drain
Wipe down and disinfect all exercise equipment	\$ 25.00	Item
Wipe clean kitchen and lounge areas incl. counter tops, furniture and fixtures	\$ 50.00	Kitchen/Lounge
Clean all stairs, landings, walls, doors, and handrails	\$ 50.00	Floor
Cleaning Air diffusers or grills	\$ 25.00	Each
Dust removal incl. windows, windowsills and blinds	\$ 25.00	Room/Office
Spray buffing floors as specified	\$ 50.00	Room/Corridor
Wipe clean light fixtures throughout the building	\$ 50.00	Floor per day
Presence of a cleaning product not properly labeled	\$ 50.00	Floor per day
Use of a non-authorized chemical	\$ 100.00	Day

3.39 PROCESSING OF APPLICATION FOR PAYMENT

Cut-off date is the close of the Work day of the final Friday of each month. Contractor shall submit by the first Friday of each month Contractor's completed Application for Payment for the previous period. City must be notified of all scheduled and completed work in sufficient time to verify completeness of such work. Should the submittal date fall on a holiday, Contractor shall submit his application on the next workday.

Contractor is advised that processing of draws must follow this schedule, as the City has funding requirements and other payment obligations which may prevent payment of late Application for Payment for that month's billing cycle. Late Application for Payment with a Recommendation for Payment will be paid in the next month's billing cycle.

3.30 SAFETY AND PROTECTION

The contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs. The contractor shall provide the Facility Manager with Material Safety Data Sheets on all chemical products. The contractor will take all necessary precautions for the safety and security and, as a minimum, shall ensure the following:

3.5.1 Provide protection and prevent damage to all employees and other persons whom may be affected thereby,

3.5.2 Prevent damage to other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

3.5.3 All personnel are properly trained in the use of equipment and chemicals as per Occupational Safety & Health Administration (OSHA) regulations and Material Safety Data Sheets (MSDS).

3.5.4 Proper signage is employed when cleaning (Caution wet floors, etc.)

3.5.5 Traffic cones, or like devices, are properly placed when extension or power cords and other such items are in use,

3.5.6 All employees are physically capable of performing all the required tasks to include being able to see/hear with no difficulty all fire alarms and be able to understand verbal directives with regards to evacuating the Center in emergency situations and how and when to sound an alarm,

3.5.7 Personnel are accounted for in the event of an emergency.

3.31 WORK DURING INCLEMENT WEATHER

No Work shall be done under these specifications except by permission of the City when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the Contractor upon the direction of the City, shall suspend all Work until instructed to resume operations by the City.

3.32 COMMENCEMENT CONFERENCE

Within five (5) days after delivery of the executed Agreement by City to the Contractor, but before starting the Work, a commencement conference will be held to review the above schedules, and provide procedures for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the City representative, and the Contractor.

END OF SECTION 3

SECTION 4 – BID SUBMITTAL FORM: ITB#2017-28

THIS PROPOSAL IS SUBMITTED TO:

City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this ITB and in accordance with the other terms and conditions of the Contract Documents.
2. Respondent accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Respondent agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable)
3. In submitting this Proposal, Respondent represents, as more fully set forth in the Agreement, that:
 - (a) Respondent has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____

- (b) Respondent has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) Respondent has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.

- (d) Respondent has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
 - (e) Respondent has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - (f) Respondent has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Respondent.
 - (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, firm or corporation to refrain from submitting; and Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.
4. Respondent understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
5. Respondent understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place As such the Respondent shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
6. Respondent agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

7. Communications concerning this Proposal shall be addressed to:

Bidder: Chi-Ada Corporation
Address: 135 NW 163rd Street Miami Florida 33169

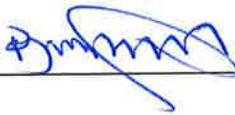
Telephone 954-777-5177
Facsimile Number 954-777-5147
Attention: Bartholomew Okoro

8. The terms used in this Proposal which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

STATEMENT

I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SUBMITTED THIS DAY 11/10, 2017

Person Authorized to sign Proposal: 
(Signature)

Bartholomew Okoro (Print
Name)

President (Title)

Company Name: Chi-Ada Corporation

Company Address: 135 NW 163rd Street Miami Florida 33169

Phone: 954-777-5177 Fax: 954-777-5147

 email: bokoro@chiadacorporation.com

Pricing Sheet

Doral Government Center	50,671 sq. ft.	Monthly Cost <u>\$3,546.97</u>
Police Headquarters	24,430 sq. ft.	Monthly Cost <u>\$1,710.10</u>
Police Substation	10,015 sq. ft.	Monthly Cost <u>\$701.05</u>

PRICING FOR BASIC SERVICES

Monthly Total Cost \$5,958.12 Annual Total \$71,497.44

PRICING FOR ADDITIONAL SERVICES (Per Square Foot)

Carpet Vacuuming	<u>0.05</u>
Carpet Shampooing	<u>0.15</u>
Scrub and wash ceramic tile floors	<u>0.20</u>
Strip, seal and buff VCT floors	<u>0.25</u>
Dusting, cleaning, and removal of waste and recycling receptacles	<u>0.10</u>
Hourly labor cost of additional employee	<u>14.50</u>
Furniture Cleaning (Shampoo Chair)	<u>3.75</u>
Furniture Cleaning (Shampoo Couch)	<u>5.00</u>

SECTION 5 – FORMS / DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

- Statement of No Response
- Solicitation Response Form
- Bidder Information Worksheet
- Bidder Qualification Statement
- Business Entity Affidavit
- Non-Collusion Affidavit
- No Contingency Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Code of Silence Certification
- Tie Bids Certification
- Bidders Certification
- Certificate of Authority
- Bid Bond
- Payment Bond
- Performance Bond
- Acknowledgement of Conformance with OSHA Standards

STATEMENT OF NO RESPONSE
ITB#2016-28 Title: Doral Central Park Improvements

**FOR BIDDERS SUBMITTING TO THIS OPPORTUNITY, YOU MAY WRITE
"N/A" ON THIS FORM.**

If you are not proposing on this service/commodity, please complete and return this form to:
City of Doral – City Clerk’s Office 8401 NW 53rd Terrace, Doral, FL 33166. Failure to respond may
result in deletion of your firm’s name from the qualified vendor list for the City of Doral.

COMPANY NAME: _____ N/A _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a Bid on the above because of the following reasons:

- _____ Specifications/Scope of Work too "tight", i.e., geared toward brand or manufacturer only (explain below)
- _____ Insufficient time to respond
- _____ We do not offer this product, service or an equivalent
- _____ Our schedule would not permit us to perform
- _____ Unable to meet bond requirements
- _____ Specifications unclear (explain below)
- _____ Other (specify below)

REMARKS: _____

Solicitation Response Form

BIDDERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.

Name: ITB#2017-28
Title: City Wide Custodial Services

Due Date: November 13, 2017

Delivery Location: City of Doral
City Clerk's Office
8401 NW 53rd Terrace
Doral, FL 33166

Submitted by: Chi-Ada Corporation _____
(name of company and address) 135 NW 163rd Street Miami Florida 33169 _____

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____

BIDDER INFORMATION WORKSHEET
ITB#2017-28

COMPANY/AGENCY/FIRM NAME: Chi-Ada Corporation

ADDRESS: 135 NW 163rd Street Miami Florida 33169

BUSINESS EMAIL ADDRESS: bokoro@chiadacorporation.com **PHONE No.:** 954-777-5177

CONTACT PERSON & TITLE: Bartholomew Okoro, President

CONTACT EMAIL ADDRESS: bokoro@chiadacorporation.com **PHONE No.:** 954-777-5177

BUSINESS HOURS: Mondayn thru Friday, 9am to 6pm

BUSINESS LEGAL STATUS: (circle one) **CORPORATION** PARTNERSHIP / JOINT VENTURE / LLC

BUSINESS IS A: (circle one) **PARENT** SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: 08/25/1995

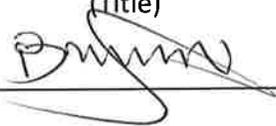
ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT
(if different from address provided above):

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:

<u>Bartholomew Okoro</u>	<u>President</u>	<u>954-777-5177</u>
(First, Last Name)	(Title)	(Contact Phone Number)

_____	_____	_____
(First, Last Name)	(Title)	(Contact Phone Number)

_____	_____	_____
(First, Last Name)	(Title)	(Contact Phone Number)

CONTACT'S SIGNATURE:  **DATE:** 11-13-17

BIDDER QUALIFICATION STATEMENT

ITB#2017-28

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project:

ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

- | | |
|-----------------------|--|
| Project Name/Location | <u>Broward County Various Facilities</u> |
| Owner Name | <u>Broward County Commissioner</u> |
| Contact Person | <u>Kevin Bellamy</u> |
| Contact Telephone No. | <u>954-357-6112</u> |
| Email Address: | <u>kbellamy@broward.org</u> |
| Yearly Budget/Cost | <u>\$1,170,509.72</u> |
| Dates of Contract | From: <u>2016</u> To: <u>2017</u> |

- | | |
|-----------------------|--|
| Project Name/Location | <u>Miami Dade Transit Various Facilities</u> |
| Owner Name | <u>Miami Dade Transit</u> |
| Contact Person | <u>Maria Corzo</u> |
| Contact Telephone No. | <u>786-620-8223</u> |

Email Address: mecorzo@miamidade.gov

Yearly Budget/Cost \$5,000,000

Dates of Contract From: 2013 To: 2018

3. Project Name/Location Fulton County Various Facilities

Owner Name Fulton County

Contact Person James Morehead

Contact Telephone No. 404-612-4446

Email Address: james.morehead@fultoncountyga.gov

Yearly Budget/Cost \$112,800

Dates of Contract From: 2012 To: 2016

END OF SECTION

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

none

[Signature]
Signature of Affiant

11/10/2017
Date

Bart Okoro
Printed Name of Affiant

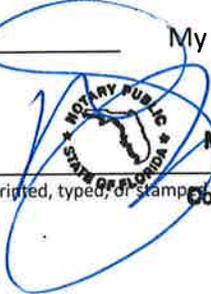
Sworn to and subscribed before me this 10 day of November, 2017.

Personally known _____
OR
Produced identification X

Notary Public-State of Florida

FL/Driver License
Type of Identification

My commission expires: November 15, 2020

 **Adajah F. Codio**
State of Florida
My Commission Expires
November 15, 2020
Commission No. GD 47672

SWORN TO AND SUBSCRIBED before me this 10 day of November, 2017 by Bartholomew Okoro, who is personally known to me or has produced FL Driver License as identification.


Notary Public
State of Florida at Large
Adajah F. Codio
State of Florida
My Commission Expires
November 15, 2020
Commission No. GG 47672

My Commission Expires: November 15, 2020
My Commission Number: GG 47672

NO CONTINGENCY AFFIDAVIT

ITB#2017-28

State of Florida)
)

County of Miami-Dade^{SS}

BEFORE ME, the undersigned authority, personally appeared Bartholomew Okoro, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are President (Owner, Partner, Officer, Representative or Agent) of Chi-Ada Corporation, the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the Village of Key Biscayne awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: 
Print Name: Bart Okoro

SWORN TO AND SUBSCRIBED before me this 10 day of November, 2017 by Bartholomew Okoro, who is personally known to me or has produced FL Driver License as identification.


Adajah F. Codio
 State of Florida
 My Commission Expires
 November 15, 2020
 Commission No. GG 47672
 Notary Public
 State of Florida at Large

My Commission Expires: November 15, 2020
My Commission Number: GG 47672

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

ITB#2017-28

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

This sworn statement is submitted to the City Of Doral, Florida

by: Bartholomew Okoro, President
(print individual's name and title)

for: Chi-Ada Corporation
(print name of entity submitting sworn statement)

whose business address
is: 135 NW 163rd Street Miami Florida 33169

and (if applicable) its Federal Employer Number (FEIN)
is: 65-0619776

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

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Bumpo

SIGNATURE

Sworn to and subscribed before me this 10 day of November, 2017.

Personally known _____

OR

Produced Identification _____

Notary Public- State of Florida
My commission expires: Nov 15, 2020

Adajah E. Cordio
State of Florida
My Commission Expires
November 15, 2020

Printed, typed, or stamped commission name of Notary Public
Commission No. 0047672

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

ITB#2017-28

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

1. This sworn statement is submitted to City of Doral
by Bartholomew Okoro
for Chi-Ada Corporation whose business
address is 135 NW 163rd Street Miami Florida 33169
and (if applicable)
its Federal Employer Identification number (FEIN) is 65-0619776 (IF the entity had no FEIN,
include the Social Security Number of the individual signing this sworn
statement: _____).

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

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

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

By: Bark Okoro

(Printed Name) Bark Okoro

(Title) President

Sworn to and subscribed before me this 10 day of November, 2017

Personally known _____ Or Produced
Identification Notary Public - State of Florida My
Commission Expires November 15, 2020

(Type of Identification) (Printed, typed, or stamped commission name of notary public)



Adajah F. Code
State of Florida
My Commission Expires
November 15, 2020
Commission No. GG 47672

DRUG-FREE WORKPLACE PROGRAM
ITB#2017-28

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

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

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



VENDOR'S SIGNATURE

Chi-Ada Corporation

NAME OF COMPANY

Bartholomew Okoro

VENDOR PRINT NAME

COPELAND ACT ANTI-KICKBACK AFFIDAVIT
ITB#2017-11

STATE OF Florida }

}SS:

COUNTY OF Miami-Dade }

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

By: 

Title: President

Sworn and subscribed before this

10 day of November, 2017



Notary Public



Adajah F. Codio
State of Florida
My Commission Expires
November 15, 2020
Commission No. GG 47672

Adajah F. Codio

(Printed Name)

My commission expires: November 15, 2020

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

ITB#2017-11

I, Bartholomew Okoro, President
(Individual's Name) (Title)

of the Chi-Ada Corporation, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 5.1.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.



Individual's Signature

11-13-17

DATE

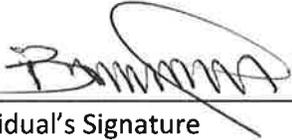
CONE OF SILENCE CERTIFICATION
ITB#2017-11

I, Bartholomew Okoro, President
(Individual's Name) (Title)

of the Chi-Ada Corporation, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled 'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid bid.



Individual's Signature

11-13-17

Date

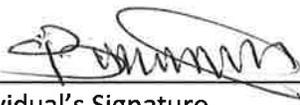
TIE BIDS CERTIFICATION
ITB#2017-11

I, Bartholomew Okoro, President
(Individual's Name) (Title)

of the Chi-Ada Corporation, do hereby certify that
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 5.1.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.



Individual's Signature

11-13-17

Date

RESPONDENT'S CERTIFICATION

ITB#2017-11

I have carefully examined the Invitation to Bid, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bids.

I hereby propose to furnish the goods or services specified in the ITB. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Chi-Ada Corporation

Name of Business

By:



Signature
Bartholomew Okoro, President

Name and Title, Typed or Printed
165 NW 163rd Street

Mailing Address
Miami Florida 33169

City, State and Zip Code
954-777-5177

Telephone Number

Sworn to and subscribed before me
this 10 day of November, 2017


Adajah F. Codio
State of Florida
My Commission Expires
November 15, 2020
Commission No. GG 47672

Notary Public
STATE OF Florida

November 15, 2020

My Commission Expires

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF Florida)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the
Chi-Ada Corporation

a Corporation existing under the laws of the State of Florida, held
on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated,
_____, 20____, to the City of Doral and this Corporation and that their execution thereof, attested
by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this
Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____
day of _____, 20____.

Secretary: Regina Okoro



Regina Okoro

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____ a Corporation existing
under the laws of the State of _____, held on _____, 20_____, the following resolution was duly
passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby
authorized to execute the Bid dated, _____ 20_____, to the City of Doral and this partnership and that
their execution thereof, attested by the _____ shall be the official act and
deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

BID BOND

STATE OF)
) SS:
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Doral, a municipal corporation of the State of Florida in the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, _____ 2017 for: _____.

WHEREAS, it was a condition precedent to the submission of said Bid that a Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the BIDDER would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Doral and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Doral and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 2017, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

_____ (SEAL)
(Individual or Partnership Principal)

(Business Address)

(City/State/Zip)

(Business Phone)

ATTEST:

_____ Secretary
(Corporate Surety)*

By: _____

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as

amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered

in the presence of:

Bart Okoro By: _____

Bart Okoro _____

(Printed Name)

President

(Title)

ACKNOWLEDGMENT

State of Florida
County of Miami Dade

On this the 10 day of November, 2017, before me, the undersigned Notary Public of the State of Florida, personally appeared

Bartholomeu Okoro

(Name(s) of individual(s) who appeared before notary)

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

WITNESS my hand

and official seal. Adajah F. Codio
State of Florida
My Commission Expires
November 15, 2020
Commission No. GG 47672

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

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

Personally known to me, or

Personally identification:

(Type of Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: Number of Pages:

Number of Signatures Notarized:

END OF SECTION

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB#2017-28, awarded the day of _____, 2017, with the City for the Improvements at Doral Central Park, in accordance with specifications prepared by the City of Doral _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after

complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

- 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
- 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2016.

WITNESS:

By: _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

WITNESS:

(Name of Corporation)

Secretary

By: _____
(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____

*Agent and Attorney-in-Fact

Address: _____

(Street) _____

(City/State/Zip Code) _____

Telephone No.: (____) _____

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 2017, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of

Printed, typed or stamped name of Notary Public exactly as
commissioned

Personally known to me, or

Produced identification: _____

(type of identification produced)

Did take an oath, or

Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB#2017-28, awarded the day of _____, 2017, with City for the Improvements at Doral Central Park, in accordance with drawings (plans) and specifications _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of two (2) entry monuments in the Doral Design District, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within **ONE (1) YEAR.**
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or

4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2017.

WITNESSES: _____

(Name of Corporation)

By: _____

Secretary

(Signature and Title)

(CORPORATE SEAL)

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By:

*(Agent and Attorney-in-Fact)

Address:

(Street)

(City/State/Zip Code)

Telephone No.: ()

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 2017, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of Corporate officer), _____ (title), of _____ (name of

Corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of

Printed, typed or stamped name of Notary Public exactly as
commissioned

- Personally known to me, or
- Produced identification:

(type of identification produced)

- Did take an oath, or
- Did not take an oath

Bonded by:

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We Chi-Ada Corporation, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **City Wide Custodial Service, ITB#2017-28**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

N/A
(Subcontractor's Names)

to comply with such act or regulation.

[Signature]
CONTRACTOR

[Signature]
ATTEST

BY: _____

END OF SECTION

EXHIBIT "A"
INSURANCE REQUIREMENTS

At award time, the successful bidder must procure at minimum the insurance coverage below and furnish to the City a Certificate of Insurance verifying such coverage at all times during this contract period. The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000 (Per Job)
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Primary Insurance Clause Endorsement
Contingent and Contractual Liability
Waiver of Subrogation

II. Automobile Liability (If Applicable) \$1,000,000

Owned or Scheduled Autos, including Hired and Non Owned Autos
City of Doral listed as an additional insured

**III. Workers Compensation – applies to all persons fulfilling duties of this contract.
Statutory Limits- State of Florida**

Employer's Liability

Limits of Liability
\$500,000 for bodily injury caused by an accident, each accident
\$500,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit

IV. Fidelity/dishonesty coverage

A. Limits of Liability

Per Occurrence \$100,000

Covers dishonest acts of the bidder's employees, including but not limited to the theft of vehicles, materials, supplies, equipment, tools, monies and securities.

Coverage must remain in force at all times for the duration of the contract. The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions. Policies shall provide 10 days' written notice of cancellation, non-renewal or material change in coverage. If insurance policies do not provide such provision, Contractor is responsible to do so.

Only insurance companies authorized by the State to transact business in the State of Florida are acceptable.

Insurance companies must be AM Best rated no less than "A-," "Class V", or its equivalent.

All policies or certificates of insurance are subject to review and verification and amendment by City Risk Management. Risk Management reserves the right to request coverage clarification and copies of insurance policies.

Exhibit B

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND**

FOR

THIS AGREEMENT is made between _____, a Florida corporation, (hereinafter the "Consultant"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for _____ (the "Project"); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services..
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through _____, 20__, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant

2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated in the following manner:

___ A lump sum amount of \$_____, regardless of the number of hours or length of time necessary for Consultant to complete the Scope of Services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

___ On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Consultant shall not exceed \$_____, without the prior written approval of the City. Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.

3.2 Any sub-consultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional _____ under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.
- 8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by

registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward A. Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Consultant: _____

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

- 16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.
- 16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.
- 16.3 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

- 17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

- 18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

- 19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its _____, whose representative has been duly authorized to execute same.

Attest:

CITY OF DORAL

Connie Diaz, City Clerk

By: _____
Edward A. Rojas, City Manager

Date: _____

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

Weiss Serota Helfman Pastoriza Cole & Bonsike, PL
City Attorney

CONSULTANT

By: _____

Its: _____

Date: _____

BID BOND

STATE OF Florida)
) SS:
COUNTY OF Miami-Dade)

KNOW ALL MEN BY THESE PRESENTS, that we, Chi-Ada Corporation , as Principal, and , as Surety, are held and firmly bound unto the City of Doral, a municipal corporation of the State of Florida in the sum of Five Percent of Amount Bid Dollars (\$ -----5%-----), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, November 13, 2017 for: Park Wide Custodial Services - ITB # 2017-29 .

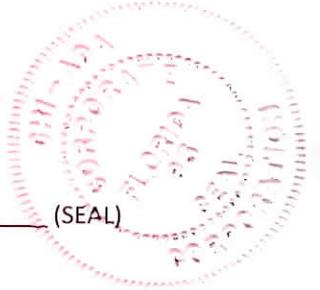
WHEREAS, it was a condition precedent to the submission of said Bid that a Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the BIDDER would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Doral and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Doral and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 13th day of November, 2017, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

Bart Oworo
(Individual or Partnership Principal)

[Signature] (SEAL)


2750 W. Oakland Park, Suite B
(Business Address)

Oakland Park, FL 33311
(City/State/Zip)

305-948-5651
(Business Phone)

ATTEST:

Capitol Indemnity Corporation

[Signature]
Michelle Ramirez

Secretary
(Corporate Surety)*



*Impress Corporate Seal

By: [Signature]
Charles J. Nielson, Attorney-in-Fact

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as

amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered

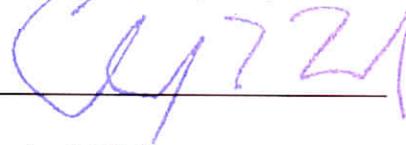
in the presence of:

Capitol Indemnity Corporation



Michelle Ramirez

(Printed Name)

By: 

Charles J. Nielson

Attorney-in-Fact

(Title)



ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this the 13th day of November, 2017, before me, the undersigned Notary Public of the State of Florida, personally appeared

Charles J. Nielson

(Name(s) of individual(s) who appeared before notary)

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

WITNESS my hand
and official seal.

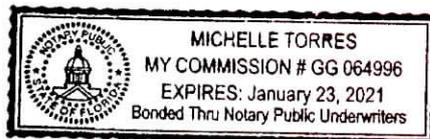


NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

Michelle Torres



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

Personally known to me, or

Personally identification:

Personally Known

(Type of Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: Number of Pages:

Number of Signatures Notarized:

END OF SECTION

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

60110739

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----**DAVID R. HOOVER; CHARLES D. NIELSON; CHARLES J. NIELSON; JOSEPH P. NIELSON**-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----**ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEEDS\$20,000,000.00**-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

“**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of January, 2014.

Attest:

Richard W. Allen III

Richard W. Allen III
President
Surety & Fidelity Operations



CAPITOL INDEMNITY CORPORATION

Stephen J. Sills

Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 8th day of January, 2014 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **CAPITOL INDEMNITY CORPORATION**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 13th day of November, 2017.



Alan S. Ogilvie

Alan S. Ogilvie
Secretary

EXHIBIT “B”

TAB SHEET

ITB 2017-28

CITY WIDE JANITORIAL SERVICES

1. CHI-ADA Corporation	\$71,497.44
2. United States Service Industries (USSI)	\$97,178.40
3. National Cleaning Contractors, USA	\$99,653.76
4. American Facility Services	\$130,235.50
5. ABC International	\$128,779.20
6. Boro Building & Property Maintenance	\$142,920.00
7. South Florida Maintenance Services, Inc	\$208,884.00