

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
UNITED STATES SERVICE INDUSTRIES
FOR
CITY WIDE CUSTODIAL SERVICES**

THIS AGREEMENT is made between United States Service Industries (USSI), an active, for-profit Florida Corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, the Provider and the City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for City Wide Custodial Services (the “Project”); and

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

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

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

- 1.1 The Provider shall furnish professional services to the City as set forth in the Bid Submittal under Scope of Services found in Exhibit “A”, which is attached to this Agreement and incorporated herein and made part hereof by this reference.
- 1.2 The “Scope of Services” includes a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.
- 1.3 The City reserves the right to include or exclude additional facilities under this agreement as determined by the City Manager.
- 1.4 Provider may provide additional services to the City as determined by the City Manager or his/her designee and that are mutually agreeable by both parties.

2. **Term/Commencement Date.**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for three (3) years from the date of execution of Agreement, unless earlier terminated in accordance with Paragraph 8.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Service Schedule, unless extended by the City Manager.
- 2.3 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Project Schedule, unless extended by the City Manager. Provider also recognizes the delays, expenses, and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Provider agree that as administrative charges for delay (but not as penalty) Contractor shall pay City **as per section 3.29 ADMINISTRATIVE CHARGES** of the Bid Document found in Exhibit "A".

3. **Compensation and Payment.**

- 3.1 As compensation for the Work, the City agrees to pay the Provider an annual fee in the amount of ONE HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED FIFTEEN DOLLARS AND TWENTY-EIGHT CENTS (\$135,215.28), in accordance with the Provider's Proposal attached under **Exhibit "B"** (the "Fee"). The Fee shall be paid on a monthly basis (\$11,267.94 per month) within thirty days of receipt of the corresponding invoice from the Provider for work performed. Completion of the work shall be defined as receipt of all of the deliverables by the City.
- 3.2 The invoices shall show or include: (i) the task(s) performed; (ii) the hourly rate or rates of the persons performing the task(s); (iii) City Purchase Order Number; (iv) date(s) of the performed task; (v) location of the performed task.
- 3.3 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Service Schedule, unless extended by the City Manager.

4. **Sub-Providers.**

- 4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.

4.2 Any subcontractors used on the Service must have the prior written approval of the City Manager or his designee.

4.3 The City reserves the right to contract third party vendors to provide custodial services at designated special events held at City facilities.

5. **City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all available data pertinent to the services to be provided by Provider, in possession of the City.

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

5.3 Furnish two (2) copies of all required keys. Additional keys will be at the expense of the Provider. Lost/stolen/misplaced keys will result in change of lock/key at the Provider's expense.

6. **Provider's Responsibilities.**

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

6.2 Provider may only enter the facilities during the hours stipulated in the agreement unless otherwise approved by the City Manager.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Provider 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 may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.
- 8.3 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service 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.
- 8.4 If the Provider wishes to terminate this Agreement prior to the end of the initial term or during the option years, Provider must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Provider being unable to do business with the City in the future.
- 8.5 Upon termination or expiration of this Agreement, Contractor may remove any of its property from the facility except that which has become fixtures. The City's property shall be left in a clean and as near to original condition as possible, this includes any repairs required to return the facility to its original condition.

9. **Insurance.**

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "C". 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, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees 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 Provider shall 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 Provider's acts, errors, omission negligence, reckless, or intentionally wrongful conduct under this Agreement Provider 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 Provider's acts, errors, omission negligence, reckless, or intentionally wrongful conduct.

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 Provider.

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: Albert P. Childress
 City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
 City Attorney
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

For The Provider: Efrain Estrada
 Senior Vice President
 United States Service Industries (USSI)
 4340 East-West Hwy
 Suite 204. Bethesda MD 20814

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, or the Southern District of 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 Provider 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 Provider involving transactions related to this Agreement.
- 16.3 The City may cancel this Agreement for refusal by the Provider 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.
- 16.4 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- 16.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:
- (a) Service quality, attentiveness, courteousness, etc.;
 - (b) Personal appearance;

- (c) Sanitation practices and conditions;
- (d) Personal appearance;
- (e) Training program techniques, schedules, and records;
- (f) Safety conditions;
- (g) Operational performance from a financial perspective; and
- (h) Other related operational conditions and/or practices.

17. **No assignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, 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 Provider 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. **Representations and Warranties of Provider.**

20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

- (a) Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
- (b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

- (c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and
- (d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

21. **Compliance with Laws.**

- 21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.
- 21.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City, or the Provider. The Provider, at the Provider's expense, shall be responsible for obtaining all required licenses and permits relevant to their operation.

22. **Non-collusion.**

- 22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

- 23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

- 24.1 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.

25. **Survival of Provisions**

25.1 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.

26. **Prohibition of Contingency Fees.**

26.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, 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 Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts, epidemic or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement.

28. **Counterparts**

28.1 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.

29. **Interpretation.**

29.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against

either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

29.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

30. **Discretion of City Manager.**

30.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

31. **Third Party Beneficiary**

31.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

32. **No Estoppel**

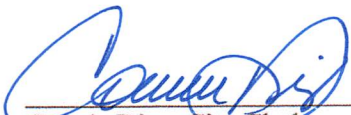
32.1 Neither the City’s review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider’s negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]


IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL




Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager
Date: May 20, 2020

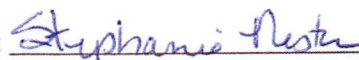
Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, Esq.
City Attorney

PROVIDER

UNITED STATES SERVICE INDUSTRIES, INC

By: 

Its: STEPHANIE NESTOR CFO
Date: 05/12/20

TAB 5 -PROPOSED SCOPE OF SERVICES

PROPOSED SCOPE OF SERVICES - Provide responses to the following queries, as well as submitting detailed responses to all queries specified in any attachment:

i. Provide a DETAILED scope of services proposed to meet the City's intent and requested scope of services, which shall specifically include:

1. A detailed narrative that describes the following services proposed:

- a. Indicate the approach to verifying the scope of work.
- b. Administration.
- c. Products and Materials.
- d. Technical Support.
- e. Warranties.

Information provided on the following pages.

2. All attachments regarding provision of insurance coverage shall be completed and submitted by the Proposer. This document will be used to document the insurance, limits and other pertinent information to define the lines of coverage to be proposed.

USSI's evidence of insurance certificate enclosed.

ii. Proposer's proposed Agreement for services.

Blank copy of USSI's standard form of agreement enclosed.

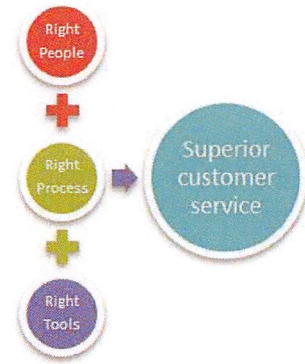
i. DETAILED SCOPE OF SERVICES

1. SERVICES PROPOSED

City of Doral facilities are unique and so is our cleaning.

Each facility has distinct cleaning requirements that need to be addressed specifically to ensure high levels of service. USSI develops a customized operations plan for each facility, based on specific requirements of each site. Our cleaning method is based on the key principles of delivering process, performance and results. In addition to delivering operational excellence, USSI strives for superior customer service through our various support systems.

By providing our cleaning crew with the right training, tools and chemicals, USSI is committed to exceeding the expectations of our clients.



WARRANTIES

USSI warrants that all services provided hereunder will be performed in a diligent, professional, and workmanlike manner in good faith and according to good Industry Practices, with no exceptions taken for any requirements under this RFP.

ADMINISTRATION & SUPPORT SYSTEMS

USSI's front-line crew is augmented by a strong support system to enable a seamless customer experience. Our management team has a wealth of experience from within and outside the industry to enable USSI to deliver on the promise of superior customer service.

Our employees are our most valuable assets. Our strong management structure supported by our human resources department provides daily support. The purchasing department ensures that supplies, tools and equipment are readily available to get the job done. USSI's payroll department ensures that our employees are paid correctly and on time.

While we pride ourselves on our cleaning operations, we distinguish our services based on the support system that we offer our clients. USSI's operations staff meet with our clients on a periodic basis to understand any unique requirements and ensure tenant satisfaction. Our billing and contracts department assists clients with requests for billing adjustments, contract updates and certificates of insurance.

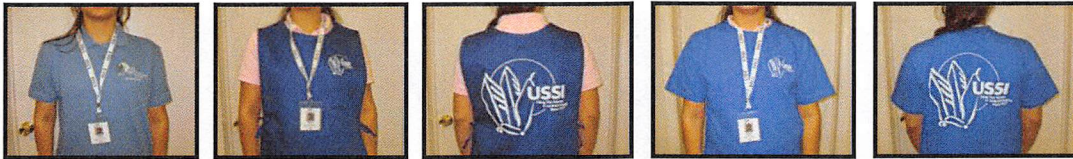
BILLING/INVOICING PROCESSES

As an industry leader in automation, USSI electronically bills (e-bills) all contracts as standard practice on or about the 1st of each month. Where requested, USSI also provides a hard copy as back-up. USSI will comply with the invoicing procedures outlined in the contract.

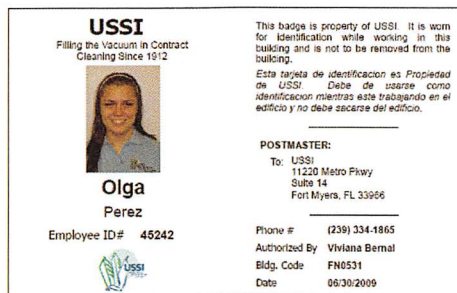
For supplemental work, our operations manager submits a "BI" or Billing Instructions to the Accounts Receivable department within 5 working days of performance of such work. Accounts Receivables, in turn, e-bills or sends out hard copies of bills within 5 days of receipt of BIs. Our standard payment terms are net 30 days.

UNIFORMS & IDENTIFICATION

The appearance of the front-line employees reflects directly upon City of Doral. Therefore, it is vital to portray the proper image at every location. At your discretion, we recommend the below uniform standards be used.



We also issue picture IDs to our employees for easy identification. A sample is shown below:



KEY CONTROL & SECURITY

Because USSi understands the importance of safety and security in each location we service, we've developed a policy to ensure proper distribution and handling of all keys for the locations we service. Access to locked facilities and areas required for the performance of an employee's assigned tasks will be provided through the issuance of an appropriate key required for entry into the authorized area or areas.



Keys to all sites, administration buildings, offices, and other facilities will only be issued to a USSi employee upon proper clearance through all necessary background checks. Any person, who knowingly makes, duplicates, possesses or uses access-controlled keys for entry to any area without appropriate authorization will be subject to disciplinary action by USSi.

Persons to whom key(s) are issued must sign the key request form when they pick up their key(s) acknowledging receipt of the key(s) and agreeing to assume full responsibility for the security and proper use of keys issued to them.

TIMEKEEPING & ATTENDANCE

There are several timekeeping methods that are effective for tracking employees' attendance. USSI will evaluate the best method that fits the size and location of each facility. At most locations, we use the Kronos system which has proven to be a most accurate and reliable method of timekeeping and we consider it vital to maintaining a successful project. This system ensures accuracy in payroll and shift hours while giving our managers comprehensive data on each shift at each location cleaned by USSI.

To supplement our Kronos system, USSI also uses a new face recognition system (FINDD), and it is currently being used at select locations. More information on FINDD is included on the following page.

As back up to our automated records, USSI also maintains daily logs for shift attendance at each site. Each employee is required to sign in and sign out the hours of attendance each day.

When requested, USSI can share the attendance reports generated by the Kronos and/or the FINDD system with your key representatives. Following is an overview of both systems:



Key steps in logging, recording and processing employee payroll using the Kronos system are summarized below:

1. Each employee is issued a unique employee id.
2. Employee enters employee id using the phone assigned to each site during shift check-in and check-out.
3. The Kronos 4500 Touch ID logs each scan and records the shift hours worked by a particular employee.
4. Details of the employee and daily shift hours are transferred remotely to USSI's central payroll department.

USSI's payroll department processes the information received from the Kronos time-keeping system to deliver checks to the employee.

TECHNICAL SUPPORT

USSI strives to stay up to date with new technological advances that impact the building services industry. In addition, USSI employs full-time IT specialists fully dedicated to developing and customizing proprietary programs for the company as well as assisting with the implementation and troubleshooting of new programs. USSI recently launched the FINDD Facial Recognition Time Tracking program.

With Findd's mobile facial recognition, state-of-the-art biometrics are obtained on any mobile device-smartphone and tablet, and it is used to accurately track employee attendance. The many benefits of this system include:

- Facial Recognition- preventing employees from clocking others and eliminating the risks of processing payroll for ghost employees.
- Facial recognition is considered superior to fingerprint readers, hand readers, or other biometric systems.
- Employees can punch in every time which means more time to concentrate on work and less on the time keeping system.
- It's easy! No training required. Nearly everyone knows how to take a selfie.



COMMUNICATIONS

USSI believes that good communication is the heart of any quality assurance program. As such, City of Doral's representatives will have 24/7 access via cell phone to USSI management and lead staff.

USSI is on the cutting edge of technology and our management staff will be assigned an iPhone or other Smartphone handheld device so that they can be in constant contact with our customers both by telephone and email. This is just one more way we strive to provide our customers with the highest level of service possible.

Effective flow of communication between facility management, custodial staff and building occupants will facilitate ongoing improvements, resolve recurring complaints and result in a safer work environment.

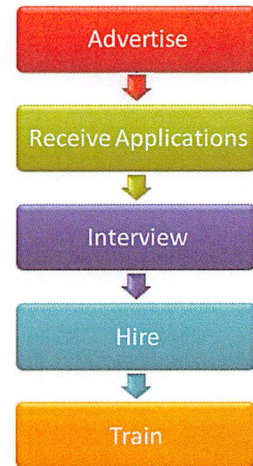
HIRING PROCESS & HUMAN RESOURCES

The hiring process at USSI is a 5-step process:

The first step in the hiring process begins with advertising for specific job functions and roles. Advertisements are posted in local newspapers, ethnic radio, internet job boards and on our website. Other sources include referrals and job fairs.

Job applications are received either at our local office, or on-site at specified buildings. Applications are reviewed and qualified candidates are identified and interviewed. Prospective employees are evaluated on experience, education, background information, and location preferences.

The hiring process involves employees submitting I-9 form information, tax information, as well as authorizing USSI to conduct background checks, where required, and mandatory, third-party drug testing.



Additionally, all employees are informed of USSI's Equal Employment Opportunity, affirmative action policy, substance abuse policy and our policy against discrimination and sexual harassment.

Once hired, employees report to work sites to undergo preliminary orientation by supervisors. Additional training on work rules, operational procedures and job-specific skills is an on-going responsibility of site supervisors and operations management.

All employees are informed of USSI's strong position against discrimination and sexual harassment. After training and passing a test, every worker is required to sign a statement indicating compliance with the company policy. Each employee is provided training on discrimination and sexual harassment as well as the proper course of action if the employee observes or is subjected to discrimination or sexual harassment.

Through a process that involves careful screening and training, USSI ensures that we hire the best employees to deliver the highest level of service. USSI will maintain the necessary staff to provide all agreed upon services.

COMPENSATION

USSI compensation meets minimum wage requirements, and compensates employees competitively based on their position and experience.

TURNOVER & RETENTION

USSI believes in treating its employees with respect and providing proper training. The result is a happier, well informed cleaner capable of moving up and assisting others. This promotes a healthy work atmosphere, increased production and sincere ownership in each task completed. We have found that our cleaners want to come to work because they enjoy their jobs, resulting in a very low rate of absenteeism and turnover.

To reduce turnover, USSI offers several different programs to motivate its workforce, and these programs vary by individual accounts. Several accounts participate in an "Employee of the Month" program which rewards the cleaners with a monetary bonus for outstanding performance and going above and beyond for our customers. Other accounts choose to participate in a quarterly group pizza party when they meet their goals. The managers at each account decide which incentive plan works best for their employees.

USSI evaluates the performance of staff members on each project. Operations managers and supervisors consistently meet with senior corporate management to discuss employee performance, therein identifying those persons warranting recognition and/or promotion. This process also identifies individuals who may need additional training or constructive feedback. USSI communicates with our employees that excellent performance will lead to advancement in position responsibility and salary. USSI provides employees with competitive salaries and a comprehensive benefits package. Our program to retain employees also includes an employee recognition program, a project recognition program, and a bonus program.

BACKGROUND CHECKS

Once a decision has been made regarding interest in hiring an applicant, an offer will be made contingent upon satisfactory completion of reference checks and criminal background checks.

USSI will conduct background checks at no additional cost to the client when specified in the solicitation documents, or for a nominal fee when not specified and requested after contract award.

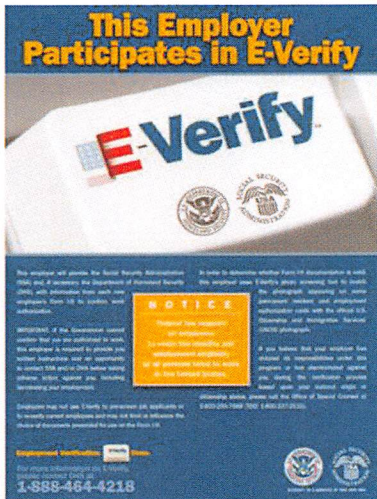
E-VERIFY

USSI uses the E-Verify system to verify the employment eligibility of all new hires. E-Verify is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA). All new USSI employees hired since January 1, 2008 have been processed using E-Verify. According to the U.S. Citizenship and Immigration Services (USCIS), E-Verify is the best means available for employers to electronically verify the employment eligibility of their newly-hired employees.

Once USSI hires a new employee, we enter the individual's I-9 information into a third party portal (Lookout Services, <http://www.lookoutservices.net/>), which in turn allows access to the E-Verify system. The E-Verify system, based on records from the Department of Homeland Security (DHS) and the Social Security Administration (SSA), notifies us regarding the individual's employment eligibility. If E-Verify determines that there is an issue, the employee must resolve the issue according to a specific process and timetable in order to remain employed.

Key benefits of using the E-Verify system include:

- Helping employers maintain a legal workforce
- Virtually eliminating Social Security mismatch errors
- Improving the accuracy of wage and tax reporting



Company ID Number: 25043
Client Company ID Number: 51400

MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and the DHS-USCIS respectively.

APPROVED BY:
Employer United States Service Industries

Name (Please type or print) _____ Title _____
Signature _____ Date _____

Designated Agent Lookout Services

Name (Please type or print) _____ Title _____
Signature _____ Date _____

Department of Homeland Security- Verification Division
USCIS Verification Division
Name (Please type or print) _____ Title _____
Electronically Signed 10/03/2007
Signature _____ Date _____

12

Revised: July 18, 2007

GREEN CLEANING PROGRAM

USSI's Green Cleaning Program is a high-performance cleaning program focused on promoting sustainable cleaning practices that protect human health, building finishes, building systems and the environment. An effective implementation of the green cleaning program results in minimizing the impact of the janitorial operations on the environment, protecting health and contributing to any current or future sustainability initiatives at your facilities.

Our green cleaning program addresses the following key janitorial areas that have a direct impact on human health and environment:

- Promoting the use of sustainable cleaning products and equipment.
- Establishing standard operating procedures (SOPs) for typical cleaning and maintenance tasks focused on sustainable cleaning practices.
- Conducting an audit program to monitor effective implementation of the policy and encouraging continuous improvement.
- Outlining specific guidelines regarding chemical handling, equipment maintenance, communication protocols, documenting and tracking key metrics that demonstrate impact of the janitorial operations on the environment.
- Training janitorial employees, with an emphasis on safe handling and storage of cleaning chemicals and hand hygiene, as well as hazards, use, maintenance, disposal and recycling of cleaning chemicals, dispensing equipment and packaging.

The core principles underlying the policy include reduced or no use of potentially harmful cleaning chemicals, removal or elimination of dirt, dust and other contaminants, protection and preservation of surfaces during cleaning and proactive strategies to reduce contaminant infiltration at source.

Cleaning operations are an integral sub-system of the overall sustainability efforts at facilities which require coordinated interaction of people, processes and products to ensure the success of green cleaning.



Additional benefits of a green program include:

1. Improved indoor air quality
2. Healthier facilities for tenants and cleaning crew
3. Minimized exposure to aggressive chemicals
4. Reduced water and air pollution

By actively partnering with our vendors and suppliers, we can implement a green program at your facilities, without significant cost overruns.

GREEN SEAL (GS-42) CERTIFICATION

USSI achieved Green Seal certification after being evaluated by Green Seal to comply with the rigorous environmental and performance requirements of the Green Seal Environmental Standard for Cleaning Services (GS-42, 2006). Green Seal is an independent, non-profit organization that provides science-based environmental certification standards for hundreds of products and services.



Green Seal[®], Inc. Proudly Presents Certification to United States Service Industries (USSI)

Green Seal, Inc. certifies that the following program complies with the Green Seal Standard for Commercial and Institutional Cleaning Services (GS-42) and is licensed to use the Green Seal Certification Mark:

GreenLead[®] Program

Certified August 24, 2009.
Reissued July 18, 2019.

A handwritten signature in black ink, appearing to read "Doug Gatlin".

Doug Gatlin, CEO

PRODUCTS AND MATERIALS

USSI will furnish all supplies and materials necessary to perform the requirements of the contract. All products will conform with the requirements stipulated in the RFP.

All janitorial cleaning supplies provided by USSI will be utilized properly and safely in accordance with manufacturer's specifications. Sufficient back-up stock will be kept in storage in case of shortage or emergency. The following are the core chemicals used by USSI in daily cleaning operations:



The chemicals used in daily cleaning operations have been carefully chosen to not only clean effectively, but also to minimize harm to the environment.

At least 30% of total annual purchases (by cost) of cleaning materials and products will comply with the sustainability criteria outlined below:

- **Cleaning products** that meet one of the following criteria:
 - Green Seal GS-37 for general-purpose, bathroom, glass and carpet cleaners
 - Ecologo CCD-110 for cleaning and degreasing compounds
 - Ecologo CCD-146 for hard surface cleaners
 - Ecologo CCD-148 for carpet and upholstery care
- **Disinfectants, metal polish, floor finishes, strippers or other products** not addressed by the above standards meet one or more of the following standards:
 - Green Seal GS-40 for industrial and institutional floor care products
 - Ecologo CCD-112 for digestion additives and odor control
 - Ecologo CCD-113 for drain or grease traps additives
 - Ecologo CCD-115 for odor control additives
 - Ecologo CCD-147 for hard floor care

EQUIPMENT

USSI owns and utilizes the best tools and chemicals suited for each facility, based on the specific requirements of each facility. Our commitment to preserving the environment is reflected in the use of Green Seal certified chemicals, wherever possible, in our routine cleaning operations. Ergonomic tools, such as the ProTeam SuperCoach Backpack vacuum are not only designed to safeguard the health and well-being of our employees but are also proven to improve indoor air quality (IAQ).

Our state-of-the art, ergonomic equipment ensures optimal employee productivity and safety. All new powered cleaning equipment purchased and used at the facility will comply with the criteria outlined below. All new cleaning equipment (by cost or number) will meet the requirements, as indicated below:

- **Vacuum cleaners** are certified by the Carpet & Rug Institute "Green Label" Testing Program and operate with a sound level less than 70dba. Vacuum cleaners are equipped with special High-efficiency particulate air (HEPA) type bags.
- **Carpet extraction equipment** used for restorative deep cleaning is certified by the Carpet & Rug Institute "Seal of Approval" testing program for deep cleaning extractors.
- **Powered floor maintenance equipment** including electric and battery powered floor buffers, waxing machines, stripping machines, and burnishers is equipped with vacuums, guards and/or other devices for capturing fine particulates and operate at a sound level of less than 70dba.
- **Propane-powered floor equipment** has high efficiency, low-emission engines with catalytic converters and mufflers that meet California Air Resource Board (CARB) or EPA standards for the specific engine size and operate at a sound level of less than 90dba
- **Automated scrubbing machines** are equipped with variable speed feed pumps and on board chemical metering to optimize use of cleaning fluids
- **Battery powered equipment** is equipped with environmentally preferable gel batteries
- **Powered equipment** is ergonomically designed to minimize vibration, noise and user fatigue
- Equipment is designed with safeguard such as rollers or rubber bumpers to reduce potential damage to building surfaces.
- **Safety equipment** including ladders, scaffolding, safety harnesses, first aid kits and safety goggles appropriate for the performance of services.
- **Working tools and equipment** such as mops, buckets, brooms, and dust pans, window washing tools, high pressure washer machine, dusters, toilet cleaning tools, plungers, putty knives, dusters, sponges, rags, window squeegees, floor pads, rubber gloves, spray bottles are provided.
- **Communication equipment** such portable radios, cell phones are provided to supervisory staff.

CORE EQUIPMENT

The following are samples of core equipment is available to USSI to use in routine janitorial operations:



Backpack Vacuum Cleaner:

ProTeam SuperCoach



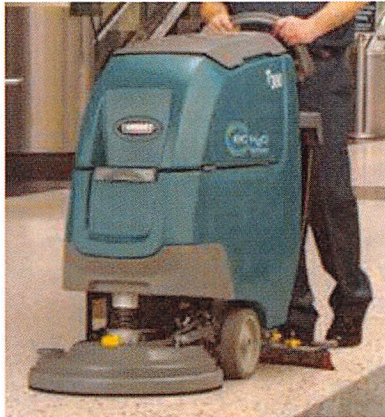
Steam Machine:

90 psi steam pressure



Floor Machine:

Tenant FM 17 SS



Walk behind Floor Scrubber:

Tenant T-300



Hi Speed Dust Control Burnisher:

Tenant BR 2000



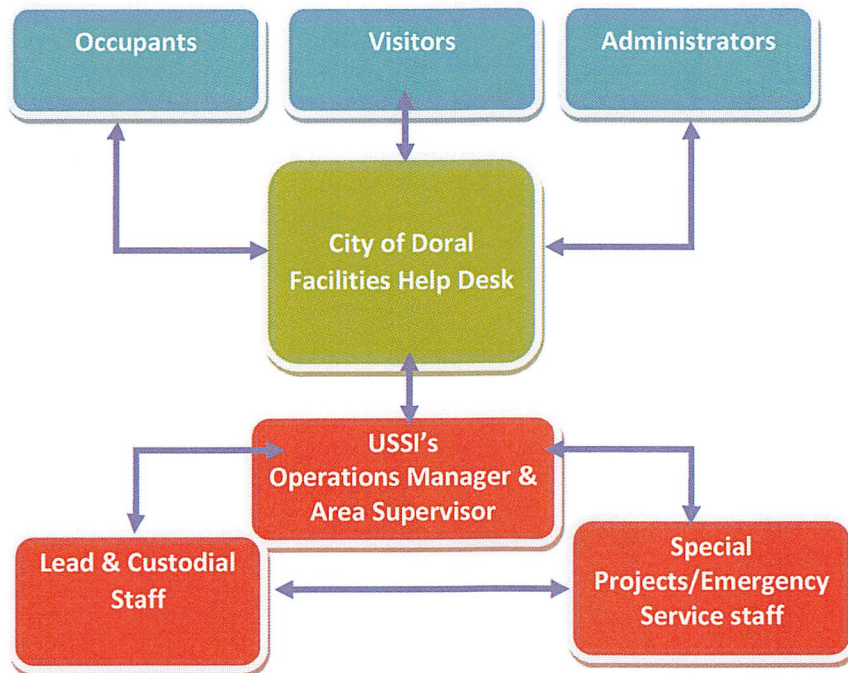
V-WD-15
(shown with optional squeegee)

Wet/Dry Vacuum:

Tenant V-WD-15

ISSUE RESOLUTION PLAN

In a multi-occupant environment such as City of Doral facilities, effective communication is the key to resolving occupant complaints. City of Doral's representatives play a central role in coordinating complaints through our operations manager. The flow of communication between building occupants and the resolution of complaints can be illustrated as below:



Routine complaints are communicated by facility occupants and/or staff to the facilities help desk via email, phone or other established method of communication. City of Doral's representatives prioritize the complaints and notify the operations manager of the specific issues that need to be managed. The operations manager directs staff members regarding the tasks required to resolve the tenant complaint. Once the task is completed to the tenant's satisfaction, the operations manager updates City of Doral's representatives on the status of the complaint.

Any unresolved complaints will be highlighted to understand the reason why the complaint was not addressed, and steps should be taken to address the issue. Recurring complaints, if any, need to be identified and a plan to address the complaint should be incorporated into the routine operations plan.

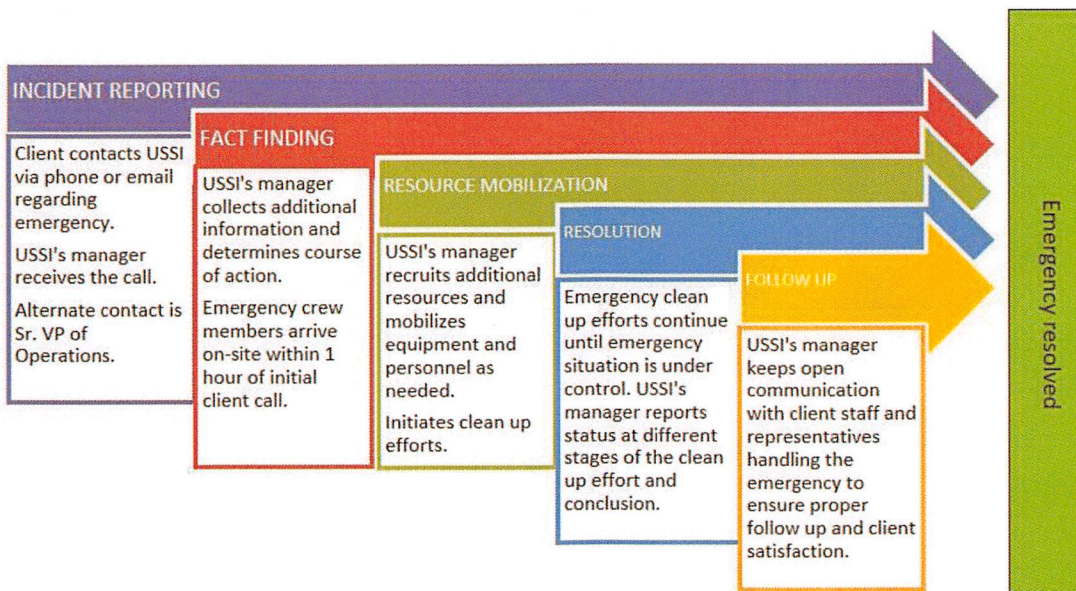
EMERGENCY OPERATIONS



USSI is ready for any emergency and will respond within the specified time frame as per our agreement with City of Doral. USSI employees are available to perform emergency cleaning services on a twenty-four (24) hours a day, seven (7) days a week basis to respond to urgent calls or emergency situations such as, but not limited to spills, flooding, overflows, and other potential safety and health hazards requiring an immediate response.

During and after a public emergency, disaster, or hurricane, your facilities will be given “priority” for any clean up services required. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as determined by City of Doral. USSI recruits staff and maintains contact information for those employees available to provide services during mandatory evacuations. USSI agrees to provide services to our client’s facilities as opposed to a private citizen, on a priority basis. A fair and reasonable price for additional services provided in the event of a disaster, emergency or hurricane is expected. USSI shall furnish a list to your organization with “24 hour” phone number and contact personnel phone numbers to reach in the event of a mandatory evacuation emergency.

To support our daily cleaning operations, USSI has created an emergency response team that acts as a SWAT team when accidents and emergencies occur. The USSI Emergency Response Team is comprised of highly experienced and trained specialists in the areas of mold remediation and flood emergencies. This team is dedicated to answering flood emergencies, 24-hours a day, and 365-days a year.



TRAINING PROGRAM

Employee Training is at the core of service delivery at USSI. A combination of on-the-job training and formal class-room style approach ensures our employees upgrade their skills on a regular basis. We train all new employees when they start and whenever new job assignments are given. Training is also provided whenever new substances, processes or equipment are introduced.

BENEFITS

1. **Safety:** increased awareness of things that are not right or present a potential hazard to the facility's users.
2. **Appearance:** appearance and first impressions matter and have a direct impact on the occupants and guests experience, as well as the credibility and reputation of your organization.
3. **Health:** effective training reduces potential for illnesses, for infections or reactions related to viruses or bacteria, as well as adverse reactions to chemicals that may be used in cleaning at a facility.
4. **Efficiency:** proper training ensures tasks get done faster, efficiently and in a manner that is less stressful for the employees which facilitates continued productivity.
5. **Organizational success:** the frontline team ensures facilities are clean and safe, and run efficiently & cost effectively.

OUR EMPLOYEES LEARN

During the initial training our employees learn standard operating procedures (SOPs), safety procedures and best practices. This training typically occurs before personnel are assigned to a facility. After job placement, each employee receives building specific training focusing on all the requirements and work specifications for the project. Topics covered during training include but are not limited to:

- Standard operating procedures for general cleaning.
- Green cleaning & sustainability.
- Chemical handling & safety. In-depth knowledge on chemical properties, dilutions & proper applications.
- Hard floor & carpet cleaning.
- Restroom, shower room & fitness center cleaning.
- Disinfection, including *Bloodborne Pathogens* and OSHA clean-up protocols.
- Hazardous waste removal.
- Above-the-floor cleaning, including glass, stainless, wood, plastic, pressure washing, etc.
- Building safety & security.
- Emergency preparedness.
- Equipment operation and preventive maintenance.
- Customer service and professional interaction with customers, associates and visitors.



THROUGH OUR TRAINING PROGRAM, USSI HAS BEEN ABLE TO:

- a) Improve morale and reduce turnover
- b) Motivate employees
- c) Recognize achievements & provide advancement opportunities
- d) Evaluate employee performance according to set standards
- e) Identify areas that require additional training

All training materials are available in English and Spanish.

SAFETY & SECURITY FIRST

USSI staff is proactively trained on job safety including procedures for entering and leaving the workplace, and how to remain alert to safety and other security risks. Suspicious packages are to be left where they are and reported immediately to the site supervisor or assigned representative.

"Strength doesn't come from what you can do. It comes from overcoming the things you once thought you couldn't"

HOW WE DO IT

USSI's training program assesses each individual's training needs and trains them to the standards your contract requires.

It is our policy to conduct training in-house, and we train all of our on-site managers, supervisors, and cleaning staff to upgrade their skills on a regular basis. We also provide feedback to our employees on their progress and achievements.

TRAINING METHODS

We leverage our strong vendor partnerships to perform on-site training for employees using various methods including:

- Step-by-step instruction guides
- Instructional videos
- On-site wall posters

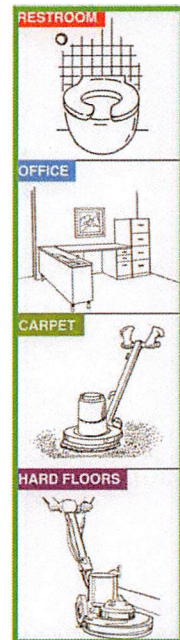
Our project operations managers have full authority and responsibility to implement customized training programs for each facility serviced. Communications with our employees are conducted in a language they can understand. We also facilitate understanding by providing visual aids. All training materials are kept at each location serviced and include detailed information on each of the training topics discussed in the previous page.

All methods of training are interactive to promote participation, and greater understanding with the overall intent of increasing employee retention. The basis for this promotes an environment of respect and support for each other. This in turn, translates to satisfied employees willing to go the extra mile.

In addition to ongoing, on-site training, at selected locations, USSI also offers "Boot Camps" where cleaning workers are trained for 4-5 hours in a classroom environment. At minimum, all custodial staff members are trained in proper chemical handling, maintenance and use of equipment and cleaning procedures. Supervisors and managers responsible for ordering supplies are trained in the selection of sustainable cleaning products and materials.

Site specific training includes:

- Building specific cleaning plan.
- Customized job cards for each position and assigned area.
- Tailored procedural training based on green cleaning and sustainability practices.
- Hazardous communications standards
- Emergency procedures



GENERAL TRAINING

In addition to the specialized training that each employee receives, USSI also provides general training and cross training to ensure all janitorial staff are well informed in all areas of their jobs and capable of moving up and assisting others. The benefits promote a healthy work atmosphere, increased production and sincere ownership in each task completed.

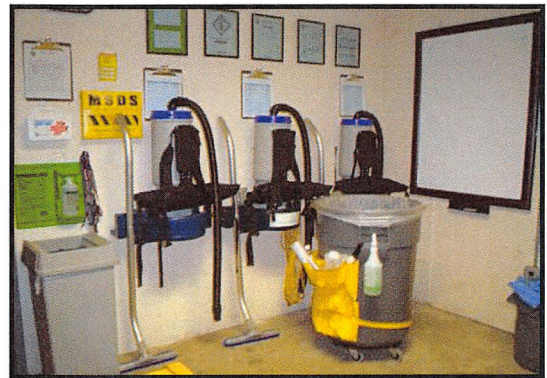
All methods of training are interactive to promote participation, and greater understanding with the overall intent of increasing employee retention. The basis for this promotes an environment of respect and support for each other. This in turn, translates again to a satisfied employee willing to go the extra mile.

Training continues after employment or when new procedures, methods, equipment or chemicals are introduced.

General training includes:

- Job orientation, areas of USSI's responsibility
- Introduction to USSI's assignment areas, facility and location requirements
- Chemical usage and safety precautions to include review of Safety Data Sheets (SDS)
- Tools and equipment, operations and general safety
- General procedures, security, ID badges, keys, customer assistance
- Common mistakes
- Floor care and maintenance
- Safety issues, compliance with OSHA
- Blood-borne pathogen safety program
- Customer's recycling program
- Emergency procedures

The intent of our program's training module is for our employees to be able to demonstrate their skills therein enhancing their ability for promotion. In other words, we utilize this forum as part of our commitment and review process as well as a Train-the-Trainer program.



By offering certification programs and continued learning, USSI ensures that the various components of our process are simplified allowing our employees to be highly trained as specialists and be highly productive.

USSI provides each employee with the initial and recurrent training needed to safely and competently perform the work required. USSI maintains as a part of each employee's employment record a training record for that employee. These training records show, at a minimum, the employee's name, date of employment, and the type and date of each training session attended.

CROSS CONTAMINATION

USSI is committed to protecting our employees and our clients from cross contamination and the spread of bacteria, infection, and disease. We emphasize the following basic principles to avoid cross-contamination in our training and daily cleaning operations:

1. Never mix cleaning chemicals.
2. Never return used chemical solutions to original containers.
3. Always clean (and rinse, where applicable) equipment at the end of the shift.
4. Do not mix dirty water and clean water during cleaning.
5. Use different colors of microfiber to differentiate use for restrooms, eating areas and general cleaning areas to prevent cross-contamination by the cleaning tools and equipment
6. All microfiber products must be rinsed out and hung in a well-ventilated area immediately after use
7. Prior to re-use, all microfiber products must be laundered according their colors to prevent cross-contamination during this process
8. Wear proper personal protective equipment as required
9. Wash hands:
 - Before eating or preparing food.
 - After coughing, sneezing, or blowing your nose.
 - After using restroom facilities.
 - After shaking hands or touching another person.
10. Hand washing technique: The recommended technique is to wash your hands with soap and water for 20 seconds. Rinse well and dry with a paper towel or single use linen towel. If soap and water are not available, use an alcohol-based hand cleanser to clean your hands.
11. Cough etiquette: Cover your mouth and nose when coughing or sneezing, using tissues and disposing of them in a trash receptacle. If tissues are not available, cough or sneeze into your sleeve. Then wash your hands.
12. Avoid close contact with people who are sick. When you are sick, keep your distance (e.g. 1 meter or more) from others to protect them from getting sick.

BLOOD BORNE PATHOGENS PLAN

We also enforce the OSHA Bloodborne Pathogens standard, 29CFR 1910.1030, to protect janitorial workers who have occupational exposure to bloodborne pathogens such as Human Immunodeficiency Virus (HIV) and Hepatitis B Virus (HBV), United States Service Industries (USSI) has developed the following exposure control plan:

This plan shall identify the engineering controls, work practice controls, and personal protective equipment available to all employees. This plan shall also identify the training requirements for all employees exposed to blood and other potentially infectious materials.

This plan shall cover all employees who may be reasonably anticipated to come into contact with blood and other potentially infectious materials while performing their jobs. This plan shall be reviewed and updated if needed annually, and/or whenever necessary, shall reflect new or modified tasks and procedures that affect occupational exposure, and shall reflect -new or revised employee jobs with occupational exposure.

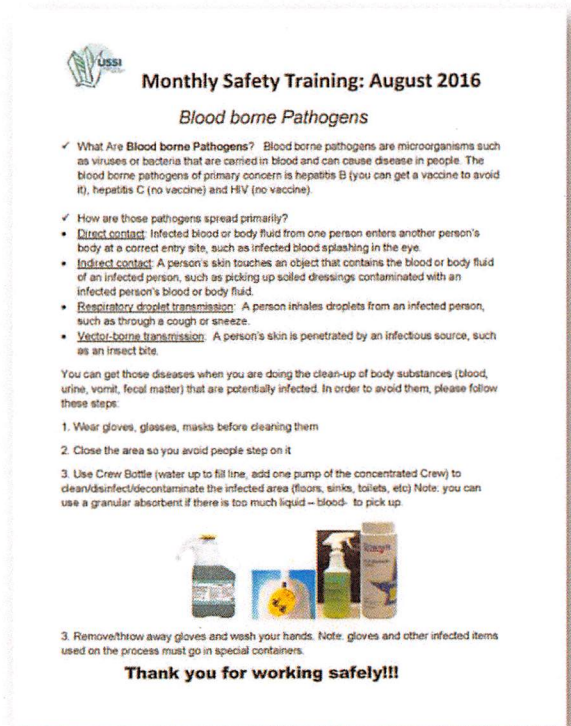
EMPLOYEE EXPOSURE DETERMINATION:

In buildings with medical facilities including dental offices, the following employee classifications have occupational exposure:

- Day porter(s)
- Supervisors
- Cleaning Staff

METHODS OF COMPLIANCE

Universal precautions will be observed at all work sites to prevent contact with blood or other potentially infectious materials. All blood or other potentially infectious material will be considered infectious regardless of the perceived status of the source.



The poster features the USSI logo at the top left. The title is "Monthly Safety Training: August 2016 Blood borne Pathogens". It includes a checklist of questions and answers about bloodborne pathogens, such as "What Are Blood borne Pathogens?" and "How are those pathogens spread primarily?". Below the text are three numbered steps for cleaning procedures, accompanied by images of cleaning supplies like a bottle of Crew disinfectant and a spray bottle. The poster concludes with the phrase "Thank you for working safely!!!".

OUR HAPPILY TRAINED EMPLOYEES



HEALTH & SAFETY PROGRAM

USSI's health & safety program is designed to prevent job injuries and illnesses. We ensure open lines of communications with our employees and we let them know we are serious about promoting safe work practices. Our training sessions teach our employees how to avoid hazards. All of our safety training materials are available in two languages: English & Spanish. We not only train, we make sure our employees fully understand, and commit to a Safety-first mentality.

BENEFITS

1. Lower workers' compensation costs.
2. Reduced number of days away from work and lost productivity.
3. *Lower costs mean we can pass on savings to our clients. We believe that one of the best ways to reduce costs, retain employees, and maintain a productive workforce is by reducing risks for injury.*

TOPICS COVERED

- Safety Orientation
- Injuries on the job
- Emergency Planning
- Robberies & Assaults
- Ergonomic Hazards
- Electrical Hazards
- Chemical Hazards
- Slips & Falls, etc.

All trainings are recorded by date, topic, name of trainer, names of employees. Once training is completed, employees receive a certificate of completion.

JOB HAZARDS

Robberies & Assaults: Janitors working alone at night may face special risks.

Ergonomic Hazards: Repetitive tasks like mopping and wringing can cause aches, pains, and numbness in the neck, arms and hands. Lifting heavy items can strain the back.

Electrical Hazards: The presence of water combined with the use of electrical equipment can cause electrical shock

Chemical Hazards: Toxic chemicals found in cleaning and other products can cause eye irritation, skin rashes, coughing, dizziness, and more serious illnesses.

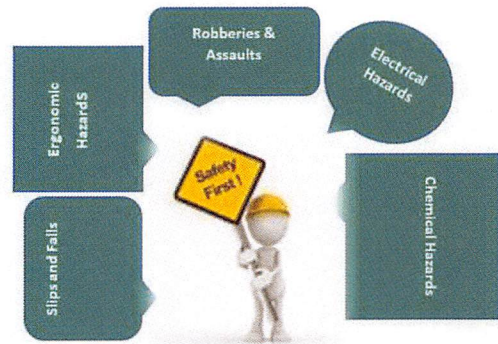
Slips & Falls: Wet floors and uneven carpets can cause slips and falls, which can result in broken bones, sprains, and other injuries.

SAFETY & SAVINGS

We view safety as an investment, not a cost. USSI owes it to City of Doral to save money, *it is your money too!* Our program alleviates those hidden costs. We know that just one injury with lost workdays bears a huge cost in terms of:

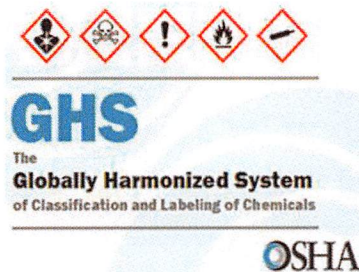
- Productive time lost by the injured employee, and those attending the accident victim.
- Clean up and start-up of operations interrupted by the accident.
- Time and cost for repair or replacement of any damaged equipment or materials.
- Overtime costs when other workers must fill in.
- Fines for violating regulations.
- Cost of time spent on the investigation.
- Cost of completing paperwork generated by the incident.
- Time to hire and retrain replacement employees.
- Loss of skills of valuable employees.
- Increased Worker's Compensation Insurance.

"when it comes to safety, USSI is the right partner to have"



HOW WE DO IT

USSI's approach is focused on *protecting our employees*. We have found that the best way to prevent injuries is to remove hazards or keep them isolated, away from workers so that no one gets hurt. Depending on the location, and work involved, removing hazards may be difficult, or it could take long to implement. To be ahead of the unexpected, USSI follows safe work practices and enforces the use of protective clothing and equipment always. We strictly follow all OSHA safety regulations.



Our policy is to inform all employees of the hazards associated with the materials that they use on the job. USSI has implemented the *Beyond Compliance* program to ensure the proper safety and education of our cleaners.

SDS INFORMATION IS LOCATED IN:

1. USSI's check in area
2. Our training handbooks
3. On the web

Each building USSI cleans is equipped with a binder containing an inventory of hazardous materials used in that building as well as Safety Data Sheets (SDS) for each chemical used. These SDS sheets are conveniently accessible in case of an emergency.

The SDS sheets provide detailed information on health hazards, physical hazards, personal protective equipment and proper emergency response measures. We have selected a specific cleaning system with a limited number of cleaning products. These have been selected both for their cleaning effectiveness as well as for their low toxicity. USSI ensures due diligence by exceeding OSHA compliance requirements through a series of measures including:

- A written safety policy, which is updated periodically
- Mandatory employee training regarding OSHA regulations and SDS
- Periodic audits and inventory checks of chemicals in the facility

The "Beyond Compliance" program at USSI ensures improved health and safety of our employees and tenants, while reducing liability through due diligence and precautionary measures.

USSI guarantees that there is a SDS handbook in every building being cleaned by our employees. This handbook contains a chemical description of all products used in the building and explains what to do in case of an accident or emergency. The SDS handbook is displayed on a shelf or mounted on the wall in the storage room, next to the posted emergency phone numbers.

"USSI offers peace of mind"

INJURY AND ILLNESS PREVENTION

- **Our management commitment and assignment of responsibility:** our general manager and operations manager will have the authority and responsibility for the program at each one of your facilities.
- **Safe and healthy work practices:** we will follow a plan that ensures employee re-training when necessary.
- **Safety communication system:** all communications regarding safety will be conducted in a language our employees can understand, and in a manner that does not depend on employee's reading and writing skills. This may include a combination of written materials, health and safety committees, and other methods that allow employees to share their safety concerns or suggestions without fear of being fired or punished.
- **Hazard identification and control:** we will outline the specific procedures for identifying, evaluating, and correcting hazards, including scheduled periodic inspections. We will make sure any hazards are corrected as soon as they are found, or as quickly as possible, with priority given to the most serious hazards.
- **Incident Investigation:** we will implement a process for investigating work-related injuries and illnesses and will keep written documentation of incidents indicating why they occurred and what actions will be taken to prevent them in the future.
- **Training:** all new employees will be trained when they start working on your project, and when they get new job assignments. They will also receive training whenever new substances, processes, procedures, or equipment is introduced.

HAZARD COMMUNICATION STANDARDS

We provide information to our employees about the chemicals and other hazardous substances to which they may be exposed at their job location by providing Safety Data Sheets (SDS), chemical labels, and training.

- **SDS:** our employees have easy access to information on the chemicals they are using. Each sheet identifies the manufacturer, contents, toxicity, safety hazards of the chemical product. It also describes routes of exposure (skin, inhalation, or ingestion) and explains how to prevent health problems. general manager and operations manager will have the authority and responsibility for the program at each one of your facilities.
- **Chemical Labels:** all products with hazardous ingredients are properly labeled. This labeling requirement applies to all containers, even those into which a smaller amount of the chemical has been poured.
- **Training:** all employees are trained about the hazardous substances used at work, their health effects, how to work safely with them, how to read an SDS, and where the SDS info is kept. Our trainings include how accidental chemical releases are detected and what emergency procedures should be followed in case of a spill or leak.

“Safety isn’t expensive, it is priceless”

QUALITY CONTROL

Our goal is to deliver best value to our clients without sacrificing or compromising the “Quality” of our services.

USSI’s team of experts continuously explore new technology, industry trends, efficiency methods and cost saving options that minimally impact the quality of our services. We utilize state of the art technology and equipment. Our products and tools are environmentally friendly and guarantee the best cleaning results.

Our quality control program is based on open client-vendor communication, a mutual understanding of performance expectations and a shared commitment to the program success. Before service begins, we advocate establishing the channels of communication that will be followed and defining the standards by which our success will be measured. Our clients with our on-site management will define reporting procedures, delineate baseline requirements and performance criteria to ensure understanding, feedback and proper follow up.

Our quality control program utilizes a defined structure, clear responsibilities, formal schedules, appropriate procedures, rigorous training, strong documentation and required corrective action plans. Both *paper inspection forms, and computerized reports* will be completed, and the results will be shared with client management at their desired frequencies, methods, and distribution levels.

Through our quality control program, USSI strives to remain attuned to our clients’ service expectations, to deliver quality service solutions and to achieve full customer satisfaction. In addition to our internal processes, we embrace and support client sponsored initiatives to ensure our service solutions are directly tied to your business objectives and goals.

INSPECTIONS, TRAINING & SUPERVISION



Our *quality inspections* rely on proper training and supervision as a basic approach to minimize errors. Simply put, when mistakes occur, issues are identified through a QA check, and then corrected. Our procedure for *quality control* is to investigate the problems to find cause and prevent mistakes from reoccurring.

Our program examines:

- The work program (specs) and how well it is carried out.
- The necessary activities, are they carried out properly?
- The frequencies listed in the cleaning specs and how they are being met.
- The methods applied, are they the right ones?
- The tracking and resolution of service deficiencies, is our client informed?

“we are not happy unless you are happy”

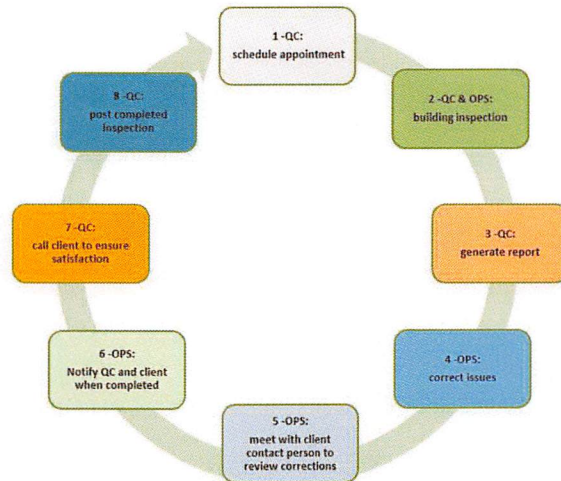
HOW WE DO IT

One of the key features of our proposed cleaning program is maintenance of supervisory and management reports. Our program includes proper care of tools, equipment and material. All our cleaning workers are instructed on proper maintenance of tools and equipment during training sessions.

City of Doral's facilities will enjoy multiple levels of quality assurance, including:

- Daily & weekly inspections by lead staff
- Regular inspections by the area supervisor and operations manager
- Scheduled quality assurance review with property contact and inspection report with results.
- Periodic reviews by the General Manager

In addition to tracking the resolution of service deficiencies, we also develop customized schedules which will be unique to each project and the periodic services required per contract. USSI's project management team will set up reminders for periodically scheduled services such as floor maintenance and other services so that we can be sure these items are being completed as required.



To achieve the highest quality possible, we have numerous metrics in place to measure and verify employee performance. Benchmarking tools are critical in maintaining consistent service while staying cost neutral. All projects are carried out at high levels of standards, ranking top in specific performance areas.

Employees are evaluated with regards to industry standard Key Performance Indicators (KPI's) such as:

- Cleaning standards
- Attendance
- Productivity ratios
- Customer service
- Adherence to safety standards
- Personal appearance
- Uniforms

On the following pages are samples of USSI's:

1) Manual Inspection form

- **Uses:** this form is available to our supervisors and managers to manually document their observations. See sample on the following page.
- **Benefits:** it is quick and easy to complete on the spot.

2) Web based applications

- **Uses:** web based periodic reports using a tablet can be generated by the quality assurance specialist assigned to your project.
- **Benefits:** they are easy to understand and include pictures for visual identification of the problem areas, and an easy before and after comparison. Samples below.

Manual Inspection Form



Inspection Form

Building: _____

Date: _____

Lobbies & Waiting Rooms:

1. Glass is clean - free of fingerprints & marks
2. Walls are clean - free of spots or dirt
3. Floors are clean - free of stains or waste residue
4. Carpets are clean - vacuumed and spotless
5. Reception desk is clean - free of stains or dust
6. Ashtrays are clean - emptied and clean of residue
7. Garbage cans are clean

Observations

- () _____
- () _____
- () _____
- () _____
- () _____
- () _____
- () _____

Elevators:

1. Doors/elevators are clean - inside & out
2. Walls are clean - free of spots or dirt
3. Floors are clean - free of stains or waste residue
4. Carpets are clean - vacuumed and spotless
5. Garbage cans are clean

- () _____
- () _____
- () _____
- () _____
- () _____

Hallways:

1. Walls are clean - free of spots or dirt
2. Floors are clean - free of stains or waste residue
3. Water dispensers are clean - free of residue, bright & without fingerprints

- () _____
- () _____
- () _____

Kitchen:

1. Walls are clean - free of spots or dirt
2. Floors are clean - free of stains or waste residue
3. Counters are clean - free of spots or food waste
4. Appliances are clean - free of residue or stains, all cleaning utensils are clean & neatly organized
5. Garbage cans are clean
6. MSDS book is updated

- () _____
- () _____
- () _____
- () _____
- () _____
- () _____

Offices:

1. Desks/divisions are clean - free of dust
2. Furniture is clean - dust & lint free
3. Switches are clean
4. Doors/frames are clean - free of dust & cobwebs
5. Carpets are clean - vacuumed and spotless
6. Windows, shutters and selvages are clean - free of dust
7. Ceilings, fans & pictures are clean - free of dust & cobwebs
8. Corners are clean - free of cobwebs
9. Garbage cans are clean

- () _____
- () _____
- () _____
- () _____
- () _____
- () _____
- () _____
- () _____
- () _____

Bathroom:

1. Fans, ceiling & lights are clean - free of dust
2. Walls are clean - free of spots or dirt
3. Garbage cans are clean
4. Floors/corners are clean - free of dirt
5. Stainless steel surfaces are clean - free of residue and spotless
6. Mirrors are clean - free of dust & fingerprints

- () _____
- () _____
- () _____
- () _____
- () _____
- () _____

Web Based Inspection Report

Quality of Service Scoring

Florida Schools
FN0000

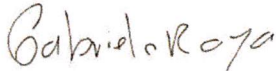
12/03/2019
Manager Name


Average 

Buildings

High School	94.1 %
Elementary School	92.7 %

People






Supervisor 1

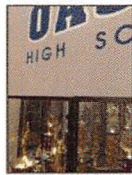

Supervisor 2




Buildings

High School





94.1 %

Lobbies & Waiting Rooms	14.3
Walls	
Corners	
Glass	
Huellas	
Furniture	
Partes altas con polvo	



Reception Desk	
Ashtrays	N / A
Garbage Cans	
Baseboards	N / A
Floors / Carpets	

Hallways	15.3
Fans, ceilings, lights, and vents	
Walls	
Marcas en paredes	
Picture frames, decorations	
Water Dispensers	
Baseboards	
Floors / Carpets	

Elevators	14.6
Walls	
Doors / Elevators	
Polvo	
Floors / Carpets	
Elevator Tracks	

Kitchen	16.7
Walls	
Counters	
Appliances	
Garbage Cans	
Baseboards	
Floors / Carpets	

Offices	16.7
Fans, ceilings, lights, and vents	<input type="checkbox"/>
Walls	<input type="checkbox"/>
Corners	<input type="checkbox"/>
Windows, blinds, and window sills	<input type="checkbox"/>
Doors / Frames	<input type="checkbox"/>
Partitions / Cubicles	<input type="checkbox"/>
Switches	<input type="checkbox"/>
Furniture	<input type="checkbox"/>
Garbage Cans	<input type="checkbox"/>
Baseboards	<input type="checkbox"/>
Floors / Carpets	<input type="checkbox"/>

Bathrooms	16.7
Fans, ceiling, lights, and vents	<input type="checkbox"/>
Walls	<input type="checkbox"/>
Corners	<input type="checkbox"/>
Doors / Frames	<input type="checkbox"/>
Stainless Steel	<input type="checkbox"/>
Partitions	<input type="checkbox"/>
Mirrors	<input type="checkbox"/>
Faucets	<input type="checkbox"/>
Dispensers	<input type="checkbox"/>
Toilets / Urinals	<input type="checkbox"/>
Garbage Cans	<input type="checkbox"/>
Showers	<input type="checkbox"/>
Lockers	<input type="checkbox"/>
Baseboards	<input type="checkbox"/>
Floors	<input type="checkbox"/>

Lobbies & Waiting Rooms 16.7

Walls	
Corners	
Glass	
Furniture	
Reception Desk	
Ashtrays	N/A
Garbage Cans	
Baseboards	
Floors / Carpets	

Hallways 16.7

Fans, ceilings, lights, and vents	
Walls	
Picture frames, decorations	
Water Dispensers	
Baseboards	
Floors / Carpets	

Offices 12.9

Fans, ceilings, lights, and vents	
Desempolvar partes altas	
Walls	
Corners	
Windows, blinds, and window sills	
Desempolvar windows sills	



Doors / Frames	
Partitions / Cubicles	
Switches	
Furniture	
Garbage Cans	
Baseboards	
Floors / Carpets	

Elevators 14.6

Walls	
Borrar huellas	



Doors / Elevators	
Floors / Carpets	
Elevator Tracks	

Kitchen 15.3

Walls	
Counters	
Appliances	
Garbage Cans	
Reparar los zafacones	
Baseboards	
Floors / Carpets	

Bathrooms 16.7

Fans, ceiling, lights, and vents	
Walls	
Corners	
Doors / Frames	
Stainless Steel	
Partitions	
Mirrors	
Faucets	
Dispensers	
Toilets / Urinals	
Garbage Cans	
Showers	
Lockers	
Baseboards	
Floors	

Quality of Service Scoring

Job Name
FN0999
















01/15/2020
Manager Name

Average 

Buildings _____
 Building Restrooms 93.3 %

Buildings

Building Restrooms 93.3 %

Lobbies & Waiting Rooms	N / A	Elevators	N / A
Hallways	N / A	Kitchen	N / A
Offices	N / A	Bathrooms	93.3
		Fans, ceiling, lights, and vents	
		Light	
		Walls	
		Corners	
		Doors / Frames	
		Stainless Steel	
		Partitions	
		Repasar	
		Mirrors	
		Faucets	
		Dispensers	
		Toilets / Urinals	
		Garbage Cans	
		Showers	
		Lockers	
		Baseboards	
		Floors	

2. EVIDENCE OF INSURANCE CERTIFICATE (COI)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2019

UNTESTA53

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (202) 783-5810 USI Insurance Services LLC 601 13th St NW Washington, DC 20005	CONTACT NAME: Tyneshia Wells PHONE (A/C, No, Ext): 804.729.9812 E-MAIL ADDRESS: tyneshia.wells@usi.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co of America 25666 INSURER B: Travelers Indemnity Company 25658 INSURER C: Travelers Property Casualty Co of America 25674 INSURER D: Phoenix Insurance Company 25623 INSURER E: Federal Insurance Company 20281 INSURER F:
--	--

COVERAGES **CERTIFICATE NUMBER:** 14123357 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		630-7048B505-TIA	04/15/2019	04/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$100 <input checked="" type="checkbox"/> Coll \$1000		BA-9M028683 IND	04/15/2019	04/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP-0J790420 TIL	04/15/2019	04/15/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	UB-3K926991-PHX	04/15/2019	04/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Crime - Fidelity Bond		8211-6264	04/15/2019	04/15/2020	Client Coverage - \$1,000,000 Employee Theft - \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence Of Insurance

CERTIFICATE HOLDER United States Service Industries, Inc. 4340 East-West Highway Suite 204 Bethesda, Maryland 20814	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.
 ACORD 25 (2016/03)

ii. **PROPOSER'S PROPOSED AGREEMENT FOR SERVICES**

USSI proposal is in full agreement with all the requirements and specifications as outlined in the RFP:

Per item 2.15

2.15 COMPLETE PROJECT REQUIRED

The Work to be performed under any Agreement resulting from this RFP 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 Agreement in strict accordance with the Agreement Documents. The Work shall be complete and all work, materials, and services not expressly shown or as called for in the Agreement 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 Providers as though originally so specified or shown, at no increase in cost to the City.

USSI's standard form of Agreement, sample:

**UNITED STATES SERVICE INDUSTRIES
JANITORIAL SERVICES AGREEMENT**

This Agreement is made and entered into on this _____ day of September, 20__ by and between CUSTOMER NAME, with offices located at BUILDING NAME, hereinafter referred to as Customer, and United States Service Industries, with offices located at 4340 East-West Highway, Suite 204, Bethesda, MD 20814, hereinafter referred to as USSI.

The Parties agree as follows:

1. USSI shall provide janitorial service at Customer's facility located at BUILDING NAME per Addendum # 1.
2. The janitorial services provided by USSI shall comport with "CLEANING SPECIFICATIONS" attached hereto and made part of this contract.
3. Customer agrees to pay to USSI within thirty (30) days after being billed by USSI the amount as specified in Addendum # 1 for janitorial services furnished and performed by USSI that month. If Customer's payment is not timely, an eight percent per annum interest rate shall be added to the late payment. If payments are late for a total of 60 days, USSI may, without prior notice to Customer, cease providing janitorial service.
4. Janitorial services will not be provided on the six (6) holidays that BUILDING NAME is closed. If the holiday is on a Saturday, janitorial services will not be provided on the Friday before the holiday. If the holiday is on a Sunday, janitorial services will not be provided on the Monday after the holiday.
5. Both USSI and Customer agree not to hire each other's employees for a period of 6 months following the termination of this contract. If Customer hires a USSI employee and pays the employee on an hourly basis, Customer agrees to pay USSI a sum equal to fifteen percent (15%) of the employee's new hourly rate of pay, multiplied by 2,080 or vice versa. If Customer hires a USSI employee and pays the employee a salary, Customer agrees to pay USSI fifteen percent of the new salary for the 12 month period after Customer hires the employee or vice versa.
6. The monthly costs listed in Addendum # 1 shall, upon written notice, be adjusted to reflect any increases in federal, state, county or municipal minimum wages during the term of this Agreement.
7. In the event that federal, state or local governments shall mandate health insurance coverages, USSI reserves the right to adjust Customer's monthly rate to cover such costs as may be incurred in providing the mandated insurance.
8. The term of this Agreement is for a period of ___ year(s) beginning 201.

9. This Agreement shall continue to renew on each anniversary date for an additional period of one year, unless written notice of intent not to renew (such notice must be sent by certified mail, return receipt requested) is received by the notified party, thirty (30) days prior to expiration of the original term or of the one-year renewal periods.
10. If USSI fails to perform any obligations herein, Customer shall give USSI written notice thereof, stating the nature of such default. It is also understood and agreed that either party may cancel this service by submitting a thirty (30) day written notice of cancellation, but USSI also retains its rights under paragraph 3.
11. This Agreement and signed addenda are acknowledged by the signing parties as the complete text of their mutual covenants and understandings, superseding all prior understandings, verbal or written to the extent that such prior understandings may differ from this Agreement. No change, waiver or modification of the terms of this Agreement shall be binding unless in writing and signed by all parties hereto.
12. If either party to this Agreement breaches the Agreement, the breaching party agrees to pay any and all legal fees and expenses incurred by the non-breaching party because of the breach.
13. USSI shall employ only those individuals who are able to provide proper documentation enabling them legally to work in the United States.
14. The following attached addenda are made a part of this Agreement:

ADDENDUM #	SERVICE	CUSTOMER	USSI
1	<u>COST PROPOSAL</u>	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____

15. If USSI is required to provide feminine products (e.g., sanitary napkins and tampons), it will do so only if (a) Customer maintains the machines which dispense the feminine products in good working order (e.g., a machine does not dispense product without collecting the amount stated on the machine) and (b) USSI receives from the machines monies consistent with the amount of product that USSI supplies and the machines are supposed to collect. In any event, for USSI to supply feminine products, the minimum amount that must be received by USSI is twenty-five cents (\$0.25) per unit of feminine product provided by USSI.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

APPROVED: CUSTOMER

ACCEPTED: USSI

BY _____

BY _____

TITLE _____

Stephanie Nester
TITLE _____
CFO

DATE _____

DATE _____

ADDENDUM # 1



UNITED STATES SERVICE INDUSTRIES
CLEANING SPECIFICATIONS

TAB 6 -FEE PROPOSAL

- i. Proposer shall complete the Unit Item cost and Total Project cost page. Proposer shall provide a line item breakdown of the Proposer’s premium pricing for their submittal.

Section 4, PROPOSAL SUBMITTAL FORM & PRICING SHEET

USSI’s completed Unit Item and Total Project cost page is inserted below.

Section 4
PROPOSAL SUBMITTAL FORM
RFP No. 2019-47

1. The undersigned Respondent proposes and agrees, if this RFP 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 Agreement Documents and within the Agreement Time indicated in this RFP and in accordance with the other terms and conditions of the Agreement Documents.

2. Respondent accepts all of the terms and conditions of the RFP and Instructions to Respondents, including without limitation those dealing with the disposition of RFP Security. This RFP will remain subject to acceptance for 90 days after the day of RFP opening. Respondent agrees to sign and submit the Agreement with the Bonds and other documents required by the RFP Requirements within ten days after the date of City's Notice of Award.

3. In submitting this Proposal, Respondent represents, as more fully set forth in the Agreement, that:
 - (a) Respondent has examined copies of all the RFP Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. <u> 1 </u>	Dated: <u> January 24, 2020 </u>
Addendum No. <u> </u>	Dated: <u> </u>
Addendum No. <u> </u>	Dated: <u> </u>
Addendum No. <u> </u>	Dated: <u> </u>

- (b) Respondent has familiarized themselves with the nature and extent of the Agreement 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, within the Agreement Time and in accordance with the other terms and conditions of the Agreement Documents, and no additional examinations, investigations,

explorations, tests, reports or similar information or data are or will be required by Respondent 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 Agreement Documents.
 - (f) Respondent has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Agreement Documents and the written resolution thereof by the City is acceptable to Respondent.
 - (g) This RFP 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 a proposal. 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 (if any) are only provided for evaluation purposes only. The actual quantities (if any) may be higher or lower than those in the RFP.
 - 5. Respondent agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
 - 6. Communications concerning this RFP shall be addressed to:

Respondent: United States Service Industries, Inc. (USSI)
Address: 4340 East-West Hwy. Suite 204
Bethesda, MD 20814
Telephone (202) 824-7440 | (202) 783-2030
Facsimile Number (202) 393-5541
Attention: Danna Hewick, Vice President

- 7. The terms used in this RFP which are defined in the General Conditions of the Agreement included as part of the Agreement 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 January 30, ~~2019~~ 2020

Person Authorized to sign RFP:

Danna Hewick (Signature)

Danna Hewick (Print Name)

Vice President (Title)

Company Name: United States Service Industries, Inc. (USSI)

Company Address: 4340 East-West Hwy. Suite 204
Bethesda, MD 20814

Phone: (202) 824-7440

Fax: (202) 393-5541

Email: marketing@ussiclean.com

END OF SECTION 4

Pricing Sheet

Doral Government Center	50,671 sq. ft.	Monthly Cost <u>\$ 5,301.44</u>
Police Headquarters	24,430 sq. ft.	Monthly Cost <u>\$ 3,607.74</u>
Public Works Warehouse	4,100 sq. ft.	Monthly Cost <u>\$ 515.47</u>
Police Training & Community Center	10,015 sq. ft.	Monthly Cost <u>\$ 1,843.29</u>

PRICING FOR BASIC SERVICES

Monthly Total Cost \$ 11,267.94 Annual Total \$135,215.28

PRICING FOR ADDITIONAL SERVICES (Per Square Foot)

Dry Carpet Cleaning	<u>\$ 0.25 /SF</u>
Carpet Shampooing	<u>\$ 0.12 /SF</u>
Scrub and wash ceramic tile floors	<u>\$ 0.15 /SF</u>
Strip, seal and buff VCT floors	<u>\$ 0.40 /SF</u>
Dusting, cleaning, and removal of waste and recycling receptacles	<u>\$20.00/ Hour</u>
Hourly labor cost of additional employee	<u>\$20.00/ Hour</u>
Furniture Cleaning (Shampoo Chair)	<u>\$ 6.50/ Chair</u>
Furniture Cleaning (Shampoo Couch)	<u>\$ 8.50/ Couch</u>
Sidewalk Pressure Cleaning	<u>\$ 0.08/ SF</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (703) 698-0788 USI Insurance Services LLC 3190 Fairview Park Dr., Suite 400 Falls Church, VA 22042	CONTACT NAME: Tyneshia Wells PHONE (A/C, No, Ext): 804.729.9812 FAX (A/C, No): E-MAIL ADDRESS: tyneshia.wells@usi.com														
INSURED United States Service Industries, Inc. 4340 East-West Highway Suite 204 Bethesda MD 20814	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Co of America</td> <td style="text-align: center;">25666</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER D: Phoenix Insurance Company</td> <td style="text-align: center;">25623</td> </tr> <tr> <td>INSURER E: Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co of America	25666	INSURER B: Travelers Indemnity Company	25658	INSURER C: Travelers Property Casualty Co of America	25674	INSURER D: Phoenix Insurance Company	25623	INSURER E: Federal Insurance Company	20281	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers Indemnity Co of America	25666														
INSURER B: Travelers Indemnity Company	25658														
INSURER C: Travelers Property Casualty Co of America	25674														
INSURER D: Phoenix Insurance Company	25623														
INSURER E: Federal Insurance Company	20281														
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 14959735

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	630-7048B505	04/15/2020	04/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$100 <input checked="" type="checkbox"/> Coll \$1000	X		BA-9M028683	04/15/2020	04/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-0J790420	04/15/2020	04/15/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-3K926991	04/15/2020	04/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Crime - Fidelity Bond			8211-6264	04/15/2020	04/15/2021	Client Coverage - \$1,000,000 Employee Theft - \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Doral, Florida is additional insured as it relates to general and automobile liability in accordance with the terms and conditions of the policy where required by written contract. Umbrella follows form as it relates to additional insureds. Waiver of subrogation is granted as it relates to general liability. General liability is primary and noncontributory. Cancellation is per the terms and conditions of the policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	--

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

RESOLUTION No. 20-62

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2019-47 "CUSTODIAL SERVICES FOR CITY FACILITIES"; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH UNITED STATES SERVICE INDUSTRIES (USSI) FOR THE PROVISION OF CUSTODIAL SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS, FOR AN INITIAL PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO (2) ONE (1) YEAR PERIODS FOR A TOTAL OF FIVE (5) YEARS; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as the City continues to grow, there is a need for the City to adapt and transform in order to provide staff and the community better services; and

WHEREAS, on February 13, 2019, the Mayor and the City Council-Members authorized via Resolution 19-49 to waive competitive bid process and to enter into an agreement with United States Service Industries (USSI) to provide custodial services for a one (1) year period in an amount not to exceed budgeted funds; and

WHEREAS, on February 12, 2020 the Mayor and the City Council-Members authorized via Resolution 20-29 to extend the existing contract agreement with USSI for custodial services at Doral Government Center, Police Department Headquarters, and Doral Police Training and Community Center for six (6) months on a month-to-month basis or until the transition period to the new Custodial Company was completed; and

WHEREAS, RFP No. 2019-47 was issued on December 27, 2019, for the purpose of providing City wide custodial services for City facilities for an initial contract term of three (3) years with an option to renew for two (2) additional one (1) year; and

WHEREAS, a total of Seventeen (17) vendors attended the Mandatory Pre-Proposal Meeting held on January 10, 2010, and nine (9) submittals were received and opened on February 3, 2020, with seven (7) companies meeting the required criteria; and

WHEREAS, United States Service Industries (USSI) was deemed the highest scorer and most responsive responsible bidder; and

WHEREAS, the Public Works Department (PWD) respectfully requests authorization from the Mayor and City Council-Members to authorize the City Manager to enter into a contract agreement with USSI in an amount not to exceed department budgeted funds for custodial services facilities citywide for City of Doral Departments, as needed.

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

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

Section 2. Approval. The award of the Request for Proposal (RFP) No. 2019-47 “Custodial Services for City Facilities”, is hereby approved.

Section 3. Authorization. The City Manager is authorized to enter into a Professional Service Agreement (PSA) with United States Services Industries (USSI) for the provision of Custodial Services citywide on as needed basis and to expend budgeted funds on behalf of the City in furtherance hereof.

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 Councilman Cabrera who moved its adoption. The motion was seconded by Councilwoman Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 22 day of April, 2020.



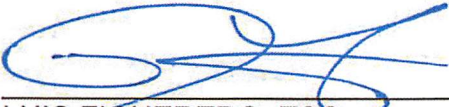
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY