

Kathie Brooks

May 16, 2024

Interim City Manager

Angeles Campoy US Service Industries (USSI, Grupo Eulen) 5950 Symphony Woods Road, Suite 305 Columbia, MD 21044 (202) 824-7440

Ref: Res # 20-62 "Custodial services for City facilities" and Professional Services Agreement between City of Doral and USSI from 5/20/2020.

Dear Ms. Campoy,

As you are aware, the above referenced contract is for an initial term of three (3) years with the option to renew for two (1) year additional terms.

The initial three (3) year Contract expired on May 20, 2023 and was extended for one more year. Terms of extensions are expiring on May 19, 2024.

The City of Doral invites your firm to extend the Contract and join us for an additional 12-month period (365 days) of services to be provided which will complete the extension of this contract. This Contract extension will be under all the same terms, conditions, and prices as the original Contract.

If you choose to accept our invitation kindly sign and return this letter at your earliest convenience.

The City wishes to thank you and your team for the services you have provided over the last four years. It is fully realized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral.

If you have any question, please do not hesitate to contact me.

Sincerely,

Kathie Brooks

City Manager

Accepted:

US Service Industries

Date:

22.05.24

Angeles Campoy, CEO

8401 Northwest 53rd Terrade - Doral, Florida 33166 - (305) 593-6740 www.cityofdoral.com

## PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL AND UNITED STATES SERVICE INDUSTRIES, INC. FOR CITY WIDE CUSTODIAL SERVICES

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made between UNITED STATES SERVICE INDUSTRIES, INC., an active, for-profit foreign corporation, with FEIN/EIN No. 52-0897024 (hereinafter the "Provider"), and the CITY OF DORAL, a Florida municipal corporation (hereinafter the "City").

#### RECITALS

WHEREAS, the City issued and awarded Request for Proposals #2019-47 (the "RFP") to Provider to provide City wide custodial services for the City's facilities as described in the RFP and the Provider's bid response (the "Services") for an initial contract term of three (3) years with an option to renew for two (2) additional one (1) year terms; and

WHEREAS, pursuant to Resolution No. 20-62, the City entered into an agreement with the Provider on May 20, 2020, however, the renewal options were not delineated in the resulting agreement, and said agreement expired on May 19, 2023; and

WHEREAS, although the initial term of the aforementioned agreement expired on May 19, 2023, the City being satisfied with the Services of the Provider, wishes to continue engage the Provider for the Services for the initial time frames contemplated in the aforementioned RFP and Resolution, which permitted for two (2) additional one (1) year periods; and

WHEREAS, the City and Provider now wish to enter into a new agreement for an initial one-year (1) term, with the option to renew for one (1) additional renewal term.

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, the Provider, and the City agree as follows.

#### Scope of Services/Deliverables.

1.1 The Provider shall furnish professional services to the City as more particularly described in RFP #2019-47 and Provider's response thereto, which are attached hereto and made a part hereof as Exhibits "A" and "B" (hereinafter referred to as the "Project", "Scope of Services", or "Services").

- 1.2 The "Scope of Services" includes a Schedule of Services which includes a breakdown of tasks, timeline and deliverables to the City, as more particularly described in Exhibit "A".
- 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 a e mutually agreeable by both parties.

#### Term/Commencement Date.

- 2.1 The initial term of this Agreement shall become effective retroactive to May 20, 2023, and shall remain in effect for an initial one (1) year term, unless earlier terminated in accordance with Paragraph 8. Prior to, or upon completion of the initial term, the City shall have the option to renew this Agreement for one (1) additional one (1) year period. Provider shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within this original Agreement. Continuation of the Agreement beyond the initial term, and the optional year, is a City prerogative, and not a right of the Provider.
- 2.2 Provider agrees that time is of the essence and P ovider shall complete each deliverable for the Service within the time rames set forth in the Service Schedule, unless extended by the City N anager.
- 2.3 Provider recognizes and agrees that delays, expenses, and difficulties involved in proving the actual loss suffered by the City if the Services are not completed on time. Accordingly, instead of requiring such proof, the City and Provider agree that as administrative charges for delay (but not as a penalty), the Provider shall pay to the City, per section 3.29 of the RFP "ADMINISTRATIVE CHARGES" as set forth therein.

#### 3. Compensation and Payment.

As the entire compensation under this Agreement and during the terms of this Agreement, in whatever capacity rendered, the City shall pay Provider an annual fee in the amount of ONE HUNDRED TI IIRTY-FIVE THOUSAND TWO HUNDRED FIFTEEN DOLLARS AND T VENTY-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). Completion of the work shall be defined as receipt of all of the deliverables by the City.

- 3.2 The invoices submitted by Provider 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.
- 3.4 The City shall pay Provider in accordance with the Florida Prompt Payment Act.
- 3.5 Provider shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Provider with the prior written approval of the City. If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.
- 3.6 Disbursements. There are no reimbursable expenses associated with this Agreement. No reimbursable expenses are authorized without the express written approval in advance from the City Manager or her designee.
- 3.7 Availability of Funds. The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.
- 3.8 Provider shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Provider further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### 4. Subcontractors/subproviders.

4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services. 4.2 Any subcontractors used on the Agreement must have the prior written approval of the City Manager or his designee.

#### 5. <u>City's Responsibilities.</u>

- 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 Frovider 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 car i, 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 del verables 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 I ours stipulated in the agreement unless otherwise approved by the City Manager.
- 6.3 The Provider shall abide by the terms of the RFI to the extent not in conflict with this Agreement. The RFP is incorporate 1 and made part of this Agreement as Exhibit "A".

#### 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.

#### 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.
- 9.3 Insurance required of the Provider shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City. Such insurance shall not diminish Provider's indemnification and obligations hereunder. The insurance policy shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City with a minimum A.M. Best rating of A-Excellent. Except as otherwise provided herein, before any work under this Agre ment is performed, and at any time upon request, Provider shall furnish to the City certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual libility, with the City named as additional insured. The Provider shall not be required to name the City as an additional insured for Workers Compensation and Professional Liability Insurance policies. All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the City Manager or his designee. All insurance policies and certificates of it surance shall provide that the policies may not be canceled or altered without thirty (30) days prior written notice to the City. The City reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Provider hereunder. Provider shall also require and ensure that each of its sub-Providers providing service; hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein. ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE CITY.

#### 10. Nondiscrimination.

10.1 During the term of this Agreement, the 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.

- Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with the Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. The 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 the Provider's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes.
- 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:

Barbara Hernandez City Manager City of Doral, Florida 8401 NW 53<sup>rd</sup> Terrace Doral, Florida 33166 With a Copy to: City Attorney

City of Doral, Florida 8401 NW 53<sup>rd</sup> Terrace Doral, FL 33166

For The Provider: Efrain Estrada

Senior Vice President

United States Service Industries (USSI)

4340 East-West Hwy

Suite 204.

Bethesda MD 20814

#### 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 eith ir party is empowered to modify or amend the terms of this Agreement, ur less executed with the same formality as this document.

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

- 16.1 All records, books, documents, maps, data, deli rerables, papers, and financial information (the "Records") that result from the Provider providing services to the City under this Agreemen 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, the 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; and
  - (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.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.

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 service quality, attentiveness, courteousness, etc.

#### 17. No assignability.

17.1 This Agreement shall not be assignable by the 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 paties.

#### 20. Representations and Warranties of the Provider.

- 20.1 The Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:
  - (a) The Provider, and its employees, and/or subcon ractors, 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) The 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 the 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 the Provider in accordance with its terms; and
  - (d) The 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 and the Provider.

#### 22. Non-collusion.

22.1 The 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 The 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. The 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 enforce able 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 Agreen ent.

#### 27. Force Majeure.

27.1 It is understood that performance of any act by the City or the Provider hereunder may be delayed or suspended at any tir ie while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockout: 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 the 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 The 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 the Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by the 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.

#### 33. E-Verify.

33.1 Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a Contractor enters into a contract with a subcontractor, the subcontractor must

provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, Contractor is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Contractor during the contract term. Further, Contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of Contractor to ensure compliance with E-Verify requirements (as a oplicable). To enroll in E-Verify, employers should visit the E-Verify we site (https://www.e-verify.gov/employers/enrolling-in-e-verify) and follow the instructions. The Contractor must retain the I-9 Forms for inspection, and provide the attached E-Verify Affidavit, attached hereto as Exhibit "D".

#### 34. Prohibition Against Contracting with Scrutinized Companies.

34.1 Pursuant to Florida Statutes Section 217.4725, contracting with any entity that is listed on the Scrutinized Companies that Borcott Israel List or that is engaged in the boycott of Israel is prohibited. By entering into this Agreement, Provider is certifying that the company is not participating in a boycott of Israel. Any contract for goods or service of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Juba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. By entering into this Agreement, Provider is certifying that it does not participate in a boycott of Israel, is not on the scrutinized companies that Boycott Israel list, activities in Sudan List, in the ran Petroleum Energy Secor list, and has not engaged in business operation is Cuba or Syria. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Provider of the City's determination concerning the false certification. The Provider shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Provider does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

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

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

Attest:	CITY OF DORAL
CouldCould	By: BAH Barbara Hernandez, City Manager Date:12/8/2023
Approved As To Form and Legal Sufficiency for And Reliance of the City of Doral Only:	or the Use
Valeric Vicente NABORS, GIBLIN & NICKERSON, P.A. City Attorney	
	PROVIDER United States Service Industries, Inc. dba Grupo Eulen
	By: Stephanie Moster, CFO Date: 11/02/2023

Exhibit "A"

RFP



## City of Doral

**Request for Proposals** 

# CUSTODIAL SERVICES FOR CITY FACILITIES

RFP No. 2019-47

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### **City of Doral**

## Request for Proposals Custodial Services for City Facilities RFP No. 2019-47

NOTICE: Pursuant to the Procurement Ordinance of the City of Doral (the "City"), the City of Doral hereby gives notice of its intent to solicit statements of qualifications from interested parties and/or firms in response to this Request for Proposals for "RFP No. 2019-47 - Custodial Services for City Facilities". Statements of qualifications must be received by Albert P. Childress, City Manager, City of Doral, 8401 NW 53<sup>rd</sup> Terrace, Doral, Florida 33166 by January 27<sup>th</sup>, 2020. Submittals shall be clearly marked "RFP No. 2019-47 - Custodial Services for City Facilities".

All submittals shall be publicly opened and recorded on January 27<sup>th</sup>, 2020 at 11:00 AM. Late submittals shall <u>not</u> be accepted or considered.

Respondents are to deliver **One (1) original and four (4) copies, in separate ring binders,** of the submittal statements of qualifications, containing all documentation and information desired to be for considered. In addition, respondents are to deliver **two (2) CDs containing a scanned PDF copy of the scanned original with signatures and all materials of the submittal.** 

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

#### PROJECT OVERVIEW

By way of this RFP, the City seeks a qualified contractor to provide Custodial Services for City's facilities.

Through the process described herein, licensed and certified parties interested in the provision of the Services must prepare and submit a proposal packet in accordance with the procedure and schedule of this RFP. The City will review submittals only from those contractors that submit a proposal which includes all the information required to be included as described herein. A copy of the complete proposal package may be obtained from the City of Doral website, www.cityof.loral.com, by clicking on the Procurement Division link under City Departments. Select the "RFP/Open I roposals" link.

The City intends to select one (1) Consultant to perform contracted services for the City of Doral under the scope of this solicitation to provide the greatest benefit to the taxpayers of the City. The City reserves the right to remove any portion of this project should it deem it to be in the best interest of the City.

A copy of the complete RFP may be obtained from the City of Doral website, <a href="www.cityofdoral.com">www.cityofdoral.com</a>, by clicking on the Procurement Division link under City Departments. Select the "R -P/Open Bids" link.

All questions or comments should be directed to the following email: <a href="mailto:procu">procu</a> ement@cityofdoral.com. Inquiries must reference "RFP No. 2019-47 - Custodial Services for City Facilitic s" in the subject line.

No phone calls will be accepted in reference to this RFP. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

It is the intent of the City to award a contract subject to cancellation as provided herein. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

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

Mandatory Pre-bid meeting:	Friday, January 10 <sup>th</sup> , 2020 at 11:00 AM	
Cut-off Date for Questions:	Friday, January 17 <sup>th</sup> , 2020 at 5:00 PM	
Opening of RFP:	Monday, January 27th, 2020 at 11:00 AM	

The City reserves the right to delay or modify scheduled dates and will notify <sup>3</sup>roposers of all changes in scheduled dates.

#### **SECTION 1**

#### GENERAL CONDITIONS

#### 1.1 DEFINITIONS

#### (i) We/Us/Our/City

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

#### **Procurement Division**

The Division responsible for handling procurementrelated issues within the City.

#### Departments

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

#### Authorized Representative

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

#### (ii) You/Your

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

#### Proposer/Contractor/Submitter

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

#### Successful Proposer/ Contractor/Submitter

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

#### (iii) <u>Proposals/ Submittals</u>

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

#### 1.2 CLARIFICATION/ QUESTIONS

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

#### (i) Written Addenda

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

#### 1.3 COST OF PREPARATION

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

#### 1.4 EXAMINATION OF DOCUMENTS

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

#### 1.5 PUBLIC RECORDS

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

#### 1.6 WITHDRAWAL OF PROPOSAL

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

#### 1.7 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS

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

#### 1.8 GOVERNMENTAL RESTRICTIONS

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

#### 1.9 SUBMISSION OF PROPOSAL

#### (i) Incurred Expenses

The City is not responsible for any expenses which Proposers may incur for preparing and submitting statements of qualifications called for in this RFP.

#### (ii) Interviews

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

#### (iii) Request for Modifications

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

#### (iv) Bid Acknowledgment

By submitting a proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

#### (v) Acceptance/Rejection/Modification to Submittals

The City reserves the right to negotiate modifications to this RFP that it deems acceptable, reject any and all proposals for any reason whatsoever, and waive minor irregularities in any submittal.

#### (vi) Submittals Binding

All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

#### (vii) Alternate Proposal :/ Statement/ Proposals

Alternate proposal, statements, and/or statements of qualifications will not be considered or accepted by the City.

#### (viii) Economy of Preparation

Proposals should be prepared simply and economically, providing a straigh forward, concise description of the Proposers' ability to fulfill the requirements of the proposal.

#### (ix) Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Lav.) and except as may be provided by other applicable S ate and Federal Law, all Proposers should be aware that RFP and the corresponding responses are in he public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

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

#### 1.10 COMPLIANCE WIT I ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to: Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and He alth Act (OSHA)

The State of Florida Statute: Section 287.133(3)(A) on Public Entity Crimes

**Environment Protection Age ncy (EPA)** 

Uniform Commercial Code ( lorida Statutes, Chapter 672)

American with Disabilities A :t of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products As ociation (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

**U.S. Department of Transportation** 

City of Doral, City Ordinance No. 2004-03

Cone of Silence, Miami-Dade County Code of Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Advisory Board members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals or statements for goods or services to City. Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

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

#### 1.11 CONE OF SILENCE

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

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

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

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

The Cone of Silence shall not apply to:

- oral communications at pre-proposal conferences;
- (2) oral presentations before selection of evaluation committees;
- public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFQ, or proposal between a potential vendor, service provider, Respondent, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of respondents/Respondents regarding a particular proposal/proposal during the time period between the opening of proposals and the time the City Manager makes his or her written recommendation;

- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFP;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent, proposer, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

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

#### 1.12 Florida Government in the SUNSHINE LAW

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

#### 1.13 CANCELLATION

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

#### 1.14 ASSIGNMENT

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

#### 1.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of

the Awarded Proposer shall by the responsibility of the Awarded Proposer.

#### 1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defi ults in its performance under this Contract and does not cure he default within thirty (30) days after written notice of defi ult, the City may terminate this Contract, in whole or in part, i pon written notice without penalty to the City. In such event, the warded Proposer shall be liable for damages, including, but no limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason the the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or egligence, the termination will be deemed to be a termination for the convenience of the City.

#### 1.17 TERMINATION FOR CONVENIENCE

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

#### 1.18 ANTI-TRUST PROVI HON

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

#### 1.19 PUBLIC RECORDS AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommen lation or thirty (30) days after the opening of RFP responses, v hichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Recc d" and shall be subject to public disclosure consistent with C lapter 119, Florida Statutes (Public Record Law). Proposers mus claim the applicable exemptions to disclosure provided by law i I their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reser es the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized repres intatives, to any books, documents, papers, and records of the A warded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptior s. The Awarded Proposer shall maintain and retain any ani all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Fk rida Statutes.

#### 1.20 CAPITAL EXPENDIT URES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Doral, is a business

risk which the Awarded Proposer must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

#### 1.21 GOVERNING LAW AND VENUE

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

#### 1.22 ATTORNEY FEES

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

#### 1.23 NO PARTNERSHIP OR JOINT VENTURE

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

#### 1.24 TERMS AND CONDITIONS OF AGREEMENT

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

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

  Awarded Proposer will be required to comply with Ordinance No.

  2018-24 Procedure to Provide Preference for Doral Businesses and Residents in Public Works and Improvements Contracts.

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

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

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

**END OF SECTION 1** 

### SECTION 2 SPECIAL CONDITIONS

#### 2.1 PURPOSE

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

It is the City's intent to select one (1) Contractor to perform contractor d services for the Public Works Department under the scope of this solicitation.

The City reserves the right to remove any portion of this project should i deem it to be in the best interest of the City.

#### 2.2 MINIMUM QUALIFICATIONS / EXPERIENCE REQUIREMENTS

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

- 1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance of providing services of a minimum of five (5) years immediately preceding this Request for proposals and with at least three (3) of those years providing similar services to local, county, or state government(s). The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees.
- Respondent shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances. Respondent must supply all licenses including those of subcontractors and engineer.
- 3. Bidder must have performed work in the Florida on at least Five 5) Custodial Maintenance jobs, each within the past five (5) years. At least three (3) of the se jobs must have been performed for a governmental entity in Florida. Supporting references must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the Bidder to ascertain that the contact person will be responsive.
- SUBCONTRACTING. The contractor shall not enter into subcor tracts for any of the wok described herein, unless authorized in advance by the City. Strict adherence to this condition is required.

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

#### 2.3 LICENSING

Successful respondent must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

#### 2.4 MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Bid Conference will be held on Friday, January 10<sup>th</sup>, 2020 at 11:00 a.m. EST at the City of Doral Government Center – Multi-purpose Room (First Floor), 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166. Late arrivals will not be permitted to join the conference and therefore forfeits all opportunities to bid on this project. During this conference all work will be discussed. The Procurement Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFP.

\* There is a mandatory check-in process at the Government Center security front desk. Please allow yourself sufficient time for check-in, as doors will be locked, and pre-bid will begin promptly at 11:00 a.m. Representative must be present in meeting room at commencement of meeting to be counted as on-time. \*

#### 2.5 TERM OF CONTRACT

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

The initial contract resultant from this solicitation shall prevail for a three (3) year period from the contracts initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for an additional two (2) year period on a year to year basis. The Awarded Bidders(s) shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Bidder(s).

The initial term of the Agreement awarded pursuant hereto shall be frc m the effective date of the Agreement.

#### 2.6 PRICING

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

Prior to, or upon completion of that initial term, the City shall have the option to renew this contract for an additional three (3) years on a year by year basis. P ior to completion of each exercised contract term, the City may consider an adjustment to price based on changes in the Consumer Price Index Urban Wage Earners and Clerical Workers, Miam / Ft Lauderdale – All Items. (or, if applicable, whatever Department of Labor CPI Index relates to the commodity / service being procured)

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

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

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

#### 2.7 PROPOSAL FORMAT AND SIGNATURES

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

Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The following items shall be required submittals as part of the Contractor's submittal as described in Section 3. Failure to submit any of the items described in this section will result in a submittal scoring as nonresponsive. This list does not include any submittals required in other sections of this RFP. The format outlined below shall serve as a means for Proposers to organize how information is presented to the City in submitted submittals.

- Title Page Title Page shall show the request for submittal's subject, title and submittal number; the firm's name; the name, address and telephone number of a contact person; and the date of the submittal.
- 2) TAB 1 Introduction Letter The submittal package shall contain a cover letter signed in blue ink by a person who is authorized to commit the proposer to perform the work included in the submittal and should identify all materials and enclosures being forwarded in response to the RFP.

#### 3) TAB 2 – TABLE OF CONTENTS

 TAB 3 - FIRM'S QUALIFICATIONS - Provide responses to the following queries, as well as submitting detailed responses to all queries specified in any attachments

#### FIRM PROFILE

- State whether your organization is national, state of Florida or local.
- ii. Single firms, multiple firm or joint venture teams shall be clearly identified and shall include the roles, responsibilities and office location of the proposed participants from which your work is to be performed.
- iii. Describe your plan to provide the service(s) in the event of unforeseen circumstance (i.e. staff no show, staff abandons assignment, etc.). Please disclose all litigation that your firm has been involved in and the outcome of the litigation for the past five (5) years.
- iv. Copies of current State of Florida licenses.
- Copies of legal documentation for your business demonstrating a legal business for the past ten (10) years.
- vi. Client Reference Letters (no more than 5).

#### PREVIOUS EXPERIENCE

i. Proposer (Firm/Company) shall demonstrate experience five (5) years immediately preceding this Request for proposals and with at least five (5) previous projects providing similar services to local, county, or state government(s). This requirement shall be based on the Solicitation's due date. Information provided shall include:

- Name of Government Agency;
- Description of Previous Project Experience
- Contact period
- d. Budget/Cost
- Identify the number of years in business along with a prief historical summary of the firm.
- 5) TAB 4 TEAM'S (STAFF) QUALIFICATIONS Provide responses to the following queries, as well as submitting detailed responses to all queries specified in any attachments:
  - i. Provide and organizational chart or flow chart.
  - Identify person(s) to be assigned as the City's main representative primary contact
  - iii. Resume of Contract Manager
  - iv. Identifying the person(s) or firms that will provide the above services.
  - v. Provide a resume of each person's professional qual fications who will be involved in providing above services on this Agreemer t.
- 6) TAB 5 PROPOSED SCOPE OF SERVICES Provide responses to the following queries, as well as submitting detailed responses to all queries specified in any attachment:
  - Provide a DETAILED scope of services proposed to meet the City's intent and requested scope of services, which shall specifically include:
    - A detailed narrative that describes the following services proposed:
      - a. Indicate the approach to verifying the scope of vork.
      - b. Administration.
      - c. Products and Materials.
      - d. Technical Support.
      - e. Warranties.
    - All attachments regarding provision of insurance coverage shall be completed and submittal 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.
  - Proposer's proposed Agreement for services.

#### 7) TAB 6 - FEE PROPOSAL

 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.

#### TAB 7 – CITY FORMS – Proposer's Response Form and other forms included in this solicitation document.

 These forms are included in this solicitation document and identified in the Proposal Package Component checklist.

#### 2.8 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name of the Proposers. In order to be deemed responsive the proposals must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 5 of this solicitation. The City of Doral shall be the sole judge in determining Proposer's qualifications.

The City, at its sole discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, hourly rates, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Agreement.

Upon approval of the City Council, a contract shall be awarded to one Proposer selected as the most responsible, responsive Proposer meeting all selection criteria. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral. The City's selection committee will evaluate proposals and will select the Proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final.

The purpose of the Evaluation Process is to evaluate the Proposals submitted in response to this Request for Proposals and to establish the most advantageous firm/individual, further identified as the #1 or highest ranked firm/individual. Each Proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

Phase I - An Evaluation Committee, appointed by the City Manager or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

Based on the number of RFP submissions received, the Selection Committee may elect that all Proposers participate in the Phase II evaluation process and not utilize the Phase I evaluation scores. The City may also decide that the Phase II portion of the process is not necessary and recommend for award based upon Phase I only. PHASE II — The City may conduct interview presentations and re-evaluate and score "shortlisted" firms/individuals to establish a ranking of the "shortlisted" firms/individuals.

#### PHASE II — EVALUATION

All finalists are in equal standing at the beginning of Phase II Evaluation. For further clarification, the City may require each finalist to provide discussions, interviews, I hone conferences, oral presentations, and clarification of the Proposal submitted. This info mation will allow each firm/individual an opportunity to provide the Selection Committee additional insight regarding their proposal and that of the qualifications of the firm/individual. Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories. The points awarded for each Category will be totaled, ranked and tabulated as described in Section 5.1 to determine the top ranked firm/individual.

#### **EVALUATION CATEGORIES — PHASE I & II**

**Evaluation Phase I Criteria** - Proposals will be scored and ranked by the Evaluation Committee, based on the following criteria and points:

	Category	Points
1.	Qualifications of Firm	25
2.	Experience of the proposer's team	25
3.	Approach and Understanding	20
4.	Proposed Fees to the City	30
5.	Total	100

Evaluation Phase II Criteria - Proposals will be scored and ranked by the Evaluation Committee, based on the following criteria and points:

	Category	Points
1.	Interview/Presentation	40
2.	Qualifications/Experience of Firm	30
3.	Responsiveness to Scope of Services	30
4.	Total	100

#### 2.9 AWARD OF CONTRACT

The City anticipates entering into a contract with the Provider who submits the Proposal evaluated by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The firms/individuals understand that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the firm/individual has been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit proposals.

The City reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

#### 2.10 DUE DATE

All Proposals are due no later than January 27<sup>th</sup>, 2020 at 11:00 am, EST or any time prior thereto at the City Clerk's Office, City Hall, 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

One (1) Original Submittal and four (4) copies must be presented in separate ring binders. Two (2) CD copies of entire submittal must be located in the front pocket of the binder containing the original submittal. CD copies must be properly labeled with the Proposer's name and "RFP No. 2019-47 - Custodial Services for City Facilities".

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

All information required by the Request for Proposals must be supplied to constitute a complete submittal.

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

#### 2.11 INSURANCE REQUIREMENTS

Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to Exhibit A.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of

such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.

#### 2.12 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Proposal For n and shall reference the section. Any exceptions to these Sections may be cause the Bid/Proposal to be considered non-responsive.

#### 2.13 DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and or any work that fails to conform to the contract documents regard ess of project completions status. All corrections shall be made within fifteen (15) calendar days after such rejected defects, deficiencies and/or non- conformances are verbally reported to the vendor by the City, who may confirm such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work.

#### 2.14 PROPOSAL BOND / PERFORMANCE BOND

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

The Proposer shall submit proof of their bonding capacity by means of a letter from their bonding company. A Proposal Bond in the amount of five (5) percent of the base proposal amount is required for this project. (Personal and Cashier Checks are not acceptable)

#### 2.15 COMPLETE PROJECT REQUIRED

The Work to be performed under any Agreement resulting from this RI P 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 'Vork 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.

#### 2.16 INQUIRIES

Any questions regarding this Proposal shall be directed in writing to the Procurement Division via email at <a href="mailto:procurement@cityofdoral.com">procurement@cityofdoral.com</a>. All inquiries must have in the subject line the following: "RFP No. 2019-47 - Custodial Services for City Facilities". If your request is seeking a public record, such as a proposer list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email on or before 5:00 p.m. Friday, January 17<sup>th</sup>, 2020. The firm/individual submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers. In addition, inquiries and responses may also be posted on the City of Doral website.

#### 2.17 ATTACHED FORMS

#### 2.14.1 Non-Collusion Affidavit

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

By offering a submission pursuant to this RFP, the Party certifies the firm/individual has not divulged discussed or compared its/his/her Proposal with other Parties and has not colluded with any other respondents or parties to this RFP whatsoever. Also, the firm/individual certifies, and in the case of a joint response, each Party thereto certifies, as to its/his/her own organization, that in connection with this RFP.

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

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

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

#### 2.14.2 Americans with Disabilities

As part of any Proposal, each firm/individual must submit an executed American with Disabilities Act Non-Discrimination Statement attesting to compliance with 42 U.S.C. Section 12101 et, seq.

#### 2.14.3 Compliance with Equal Employment Opportunity

The firm/individual shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United

States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activit, which the firm/individual has agreed to undertake by and through the covenants, and provisions set forth in this RFP or subsequent Agreement.

#### 2.14.4 Public Entity Crimes

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

## 2.14.5 Tie Bid Form

Whenever two or more Proposal are equal with respect to price, quality, and service are received by the City, a Proposal submitted by a firm/individual that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing ties will be followed if none of the tied firms/individuals have a drug free workplace program.

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

END OF SECTION 2

# SECTION 3 TECHNICAL SPECIFICATIONS

## 3.1 OVERVIEW

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

### Buildings include:

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

## 3.2 SUPPLIES, MATERIALS, EQUIPMENT AND PROGRAM

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

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

unsafe or which may create an uncomfortable environment and or se vice to City employees or patrons.

## 3.3 TEST AND INSPECTIONS

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

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

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

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

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

## 3.4 PRODUCT SUBSTITUTES

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

## 3.5 PERFORMANCE

The contractor shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only industry standard accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such.

## 3.6 QUALITY OF WORK

All work shall be performed using highest maintenance standards and techniques. The frequencies established for repetitive maintenance tasks are minimum frequencies, which must

be increased if deemed necessary and requested by the City. Failure to perform under the terms and conditions of this contract will cause the contract administrator to submit a Vendor Performance Form, issuance of (3) Vendor Performance Forms indicating poor performance may be grounds for default of contract and subject to the Termination Provision of this RFP.

#### 3.7 PERSONNEL

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

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

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

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

#### 3.8 BACKGORUND INVESTIGATION

At the sole discretion of the City, employees of the contractor shall be subject to a background check performed by the City of Doral Police Department prior to assignment to a City facility. The contractor shall furnish, upon notification of award of bid, a list containing the names of, and other requested information about the employees who will be performing the work required, to the Police Department upon request. This investigation LEVEL I & II shall be performed by the Doral Police Department at no cost to the successful bidder.

## 3.9 EMPLOYEE IDENTIFICATION/MONITORING OF WORK

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

## 3.10 APPAREL

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

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

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

## 3.11 MINIMUN WORK

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

#### 3.12 SUPERVISION

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

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

## 3.13 EMERGENCY/DISASTER PERFORMANCE

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

## 3.14 ADDITION/DELETION OF FACILITIES/ITEMS

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

#### 3.15 AUTHORIZATION TO PERFORM WORK OUTSIDE OF SPECIFICATIONS

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

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

## 3.16 LEGAL HOLIDAYS

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

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

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

#### 3.17 BI-WEEKLY REVIEW MEETINGS

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

At no additional cost to the City, upon the need arising as determined by the Facilities Manager, the Contractor's owner or designee will be available to meet with the Facilities Manager to discuss any special problems or concerns. This individual will be available with none (I) working day upon notification.

## 3.18 REPORTING DAMAGES CAUSED BY THE SUCCESSFUL BIDDER

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

## 3.19 SMOKING AND UNSAFE ACTS

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

## 3.20 WATER ECTRACTION

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

## 3.21 RESPONSIBILITY FOR FACILITY ACCESS CARDS

The Contractor, upon being issued one (1) or more access cards for their employees for the purpose of gaining access to specified areas, is responsible for the same. It will be the responsibility of the contractor to collect the access cards from employees who are no longer

assigned to work in the City of Doral facility, as listed herein, and turning them in to the Facilities Manager.

### 3.22 INVENTORY OF EQUIPMENT

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

## 3.23 STORAGE AREAS

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

## 3.24 SCAVENGING

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

### 3.25 EMERGENCY CONTACT INFORMATION

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

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

## 3.26 FREQUENCY OF SERVICE

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

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

LOCATION Government	DAILY	WEEKLY	MONTHLY	QUARTERLY
Center 8401 NW 53rd Terrace				
Common/Public areas, Corridors, Entries, Foyers, Offices and Lobbies  Note: Some personnel may request that their office or desk to be excluded.	Empty and clean all waste and sanitary receptacles, wash if necessary.     Replace plastic liners.     Remove all waste collected from the building and dispose on City provided commercial dumpster     Clean and disinfect all drinking fountains     Spot clean carpets as needed.     Check for, and remove, any and all cobwebs.     Vacuum all carpets.     Damp mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices     Clean entrance mats.     Clean the cashier windows and all building glass entrance doors.	Dust, all building areas to include all surfaces of furniture (desks, tables, counters, fixtures, etc.)     Clean behind all doors and crevices along walls to eliminate dust buildup.     Clean all baseboards.     Sweep, mop and clean janitorial closets including service sink.	Clean, strip, eal, buff, disinfect and refinish all lard floor surfices. Including granite floors and VCT (With met ods satisfactory to the City).  Vacuum and bonnet clean all carpets.  Clean and disinfect all trash recept cles and replace in heir designated location(s).  Dust and clean all high areas not easy to reach during normal cleaning schedule.	carpets, using the hot water extraction method.  Dust all wood and fabric panels (high and low).  Clean upholstered furniture/seating throughout the building.  Clean and polish all metal door thresholds.  Clean wall coverings as needed, using extreme caution and approved methods.
Restrooms and Locker Rooms	<ul> <li>Clean and disinfect all urinals and toilet bowls, including toilet seats, and all around.</li> <li>Clean, Sanitize and polish all mirrors, counters tops and plumbing fixtures.</li> <li>Wash, clean and disinfect all urinal walls and stall partitions including doors.</li> <li>Clean and disinfect all trash receptacles and replace all with plastic liners; wash if required.</li> <li>Wet mop and disinfect all floors.</li> <li>Scrub and disinfect all sinks and counter tops.</li> <li>Remove all splash marks from all lockers, furniture, fixtures,</li> </ul>	Machine scrub and disinfect all restroom, shower and locker room ceramic tile floors.     Wipe clean and disinfect all lockers.	Deep clean all restrooms, showers and k cker rooms to include, toilet, sinks, ceramic tile vialls, floors, tables, partitions, urnals, dressing aleas, benches, lokers and drain strailers.      Wash and disinfect all viaste receptacles.      Replace damaged or moldy shower privacy curtails as needed.	

	walls, partitions, doors and cabinets.  Replace urinal screens as needed.  Provide disposal bags for sanitary products on as needed basis where restrooms have provisions for these items.  Refill all dispensers and replenish all paper supplies, hand soap dispensers and sanitary napkin dispensers.  Wipe down and sanitize benches.  Remove all trash, debris, toiletries, or other articles left unattended outside lockers, which appear to be abandoned. (Determine placement of these items in conjunction with the Facilities Manager).  Clean and sanitize all showers and dressing areas: clean all shower hardware, walls and			
Gymnasium	floors.  Empty trash and recycling receptacles, replace liners.  Re-arrange equipment as needed.  Sweep or vacuum floors.  Damp mop floors with germicidal detergent.  Clean all water drinking fountains.  Wipe down and disinfect all exercise equipment.	Clean behind all doors and crevices along walls to eliminate dust buildup.		
Employee Kitchen and Lounge Areas	Empty trash and recycling receptacles, replace liners.     Clean trash and recycling receptacles.     Re-arrange furniture as needed.     Spot clean furniture, fixtures, doors walls,	<ul> <li>Machine scrub and spray buff hard floor surfaces.</li> <li>Wash waste and recycling receptacles.</li> <li>Clean upholstered seating as needed.</li> <li>Perform thorough cleaning of tables, chairs and dining</li> </ul>	Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City).	

	counters and glass partitions.  Wipe clean all tables, cabinets, appliances and counter tops.  Sweep hard floor surfaces.  Damp mop floors with germicidal detergent.	areas.		
Conference Rooms and Auditoriums	<ul> <li>Empty and clean all waste and sanitary receptacles, replace plastic liners; wash if necessary.</li> <li>Vacuum all carpets.</li> <li>Remove dirt and or marks from doors, walls, light switches, glass panels, and partitions.</li> <li>Spot clean carpets as needed.</li> <li>Clean all furniture, fixtures, media, and counters.</li> <li>Rearrange furniture as required.</li> <li>Clean entrance mats.</li> </ul>	Clean and polish all furniture to include the podium and dais.	Clean, strip, se I, buff, disinfect at d refinish all had floor surfact s. Including gran te floors and V.T (With methods satisfactory to the City).	Clean upholstered furniture/seating.  Clean wall coverings as needed, using extreme caution and approved methods.
Stairs and Stairwells	<ul> <li>Police all stairs and landings to ensure cleanliness.</li> <li>Spot clean all stairs, landings, walls, doors, and handrails.</li> <li>Sweep and damp mop stairwells with germicidal detergent.</li> <li>Vacuum stairs and landings.</li> </ul>	<ul> <li>Clean handrails         using appropriate         method.</li> <li>Clean doors interior         and exterior.</li> </ul>		Clean wall coverings as needed, using extreme caution and approved methods.  Steam clean all carpets, using the hot water extraction method.
Elevators (Including Parking Garage Elevators)	<ul> <li>Sweep and damp mop with germicidal detergent all elevators.</li> <li>Spot clean fixtures, walls, and doors, etc.</li> <li>Damp clean all elevators walls, door frames and doors in each floor.</li> </ul>			

LOCATION Police Department - PW Warehouse 6100 NW 99 <sup>th</sup> Ave	DAILY	WEEKLY	MONTHLY	QUARTERLY
Common/Public areas, Corridors, Entries, Foyers, Offices and Lobbies  Note: Some personnel may request that their office or desk be excluded. In addition, some offices are accessible only by PD and no other personnel is allow.	Empty and clean all waste and sanitary receptacles, wash if necessary.     Replace plastic liners.     Remove all waste collected from the building and dispose on City provided commercial dumpster     Clean and disinfect all drinking fountains     Spot clean carpets as needed.     Check for, and remove, any and all cobwebs.     Vacuum all carpets.     Damp mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices     Clean entrance mats.     Clean the cashier windows and all building glass entrance doors.	Dust, all building areas to include all surfaces of furniture (desks, tables, counters, files, fixtures, etc.)     Clean behind all doors and crevices along walls to eliminate dust buildup.     Clean all baseboards.     Sweep, mop and clean janitorial closets including service sink.	Vacuum and bonnet clean all carpets.  Clean and disinfect all trash receptacles and replace in their designated location(s).  Dust and clean all high areas not easy to reach during normal cleaning schedule.	Steam clean all carpets, using the hot water extraction method.  Dust all wood and fabric panels (high and low).  Clean upholstered furniture/seating throughout the building.  Clean and polish all metal door thresholds.  Clean wall coverings as needed, using extreme caution and approved methods.  Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City).
Restrooms and Locker Rooms	<ul> <li>Clean and disinfect all urinals and toilet bowls, including toilet seats, and all around.</li> <li>Clean, Sanitize and polish all mirrors, counters tops and plumbing fixtures.</li> <li>Wash, clean and disinfect all urinal walls and stall partitions including doors.</li> <li>Clean and disinfect all trash receptacles and replace all with plastic liners; wash if required.</li> <li>Wet mop and disinfect all floors.</li> <li>Scrub and disinfect all sinks and counter tops.</li> </ul>	Deep clean all restrooms, showers and locker rooms to include, toilet, sinks, ceramic tile walls, floors, tables, partitions, urinals, dressing areas, benches, lockers and drain strainers.      Wash and disinfect stall partitions and trash receptacles.      Wipe clean and disinfect all lockers.	Wash and disinfect all waste receptacles.     Replace damaged or moldy shower privacy curtains as needed.	

	<ul> <li>Remove all splash marks from all lockers, furniture, fixtures, walls, partitions, doors and cabinets.</li> <li>Replace urinal screens as needed.</li> <li>Provide disposal bags for sanitary products on as needed basis where restrooms have provisions for these items.</li> <li>Refill all dispensers and replenish all paper supplies, hand soap dispensers and sanitary napkin dispensers.</li> <li>Wipe down and sanitize benches.</li> <li>Remove all trash, debris, toiletries, or other articles left unattended outside lockers, which appear to be abandoned. (Determine placement of these items in conjunction with the Facilities Manager).</li> <li>Clean and sanitize all shower hardware, walls and floors.</li> </ul>			
Gymnasium	Empty trash and recycling receptacles, replace liners.     Re-arrange equipment as needed.     Sweep or vacuum floors.     Damp mop floors with germicidal detergent.     Clean all water drinking fountains.     Wipe down and disinfect all exercise equipment.	Clean behind all doors and crevices along walls to eliminate dust buildup.		
Employee Kitchen and Lounge Areas	Empty trash and recycling receptacles, replace liners.     Clean trash and recycling receptacles.     Re-arrange furniture	<ul> <li>Machine scrub and spray buff hard floor surfaces.</li> <li>Wash waste and recycling receptacles.</li> <li>Clean upholstered</li> </ul>	Clean, strip, seal, buff, disinfect and refinish all nard floor surfices. Including grinite floors and VCT (With methods)	

	as needed.  Spot clean furniture, fixtures, doors walls, counters and glass partitions.  Wipe clean all tables, cabinets, appliances and counter tops.  Sweep hard floor surfaces.  Damp mop floors with germicidal detergent	seating as needed.  Perform thorough cleaning of tables, chairs and dining areas.	satisfactory to the City).	
Conference Rooms and Auditoriums	germicidal detergent.  Empty and clean all waste and sanitary receptacles, replace plastic liners; wash if necessary.  Vacuum all carpets.  Remove dirt and or marks from doors, walls, light switches, glass panels, and partitions.  Spot clean carpets as needed.  Check for, and remove, any and all cobwebs.  Clean all furniture, fixtures, media, and counters.  Rearrange furniture as required.  Clean entrance mats.	Clean and polish all furniture.	Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City).	Clean upholstered furniture/seating.  Clean wall coverings as needed, using extreme caution and approved methods.
Stairs and Stairwells	<ul> <li>Police all stairs and landings to ensure cleanliness.</li> <li>Spot clean all stairs, landings, walls, doors, and handrails.</li> <li>Sweep and damp mop stairwells with germicidal detergent.</li> <li>Vacuum stairs and landings.</li> </ul>	<ul> <li>Clean handrails using appropriate method.</li> <li>Clean doors interior and exterior.</li> </ul>		<ul> <li>Clean wall coverings as needed, using extreme caution and approved methods.</li> <li>Steam clean all carpets, using the hot water extraction method.</li> </ul>
Elevators	Sweep and damp mop with germicidal detergent all elevators.			

Spot clean fixtures,     walls, and doors, etc.	
Damp clean all elevators walls, door frames and doors in each floor.	

LOCATION Police Department Training & Community Center	DAILY	WEEKLY	MONTHLY	QUARTERLY
Common/Public areas, Corridors, Entries, Foyers, Offices and Lobbies  Note: Some personnel may request that their office or desk be excluded. In addition, some offices are accessible only by PD and no other personnel is allow.	Empty and clean all waste and sanitary receptacles, wash if necessary.     Replace plastic liners.     Remove all waste collected from the building and dispose on City provided commercial dumpster     Clean and disinfect all drinking fountains     Spot clean carpets as needed.     Check for, and remove, any and all cobwebs.     Vacuum all carpets.     Damp mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices     Clean entrance mats.     Clean the cashier windows and all building glass entrance doors.	Dust, all building areas to include all surfaces of furniture (desks, tables, counters, files, fixtures, etc.)     Clean behind all doors and crevices along walls to eliminate dust buildup.     Clean all baseboards.     Sweep, mop and clean janitorial closets including service sink.	Vacuum and bonnet clean all carpets.  Clean and disinfect all trash receptacles and replace in their designated location(s).  Dust and clean all high areas not easy to reach during normal cleaning schedule.	<ul> <li>Steam clean all carpets, using the hot water extraction method.</li> <li>Dust all wood and fabric panels (high and low).</li> <li>Clean upholstered furniture/seating throughout the building.</li> <li>Clean and polish all metal door thresholds.</li> <li>Clean wall coverings as needed, using extreme caution and approved methods.</li> <li>Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City).</li> </ul>
Restrooms	Clean and disinfect all urinals and toilet bowls, including toilet seats, and all around. Clean, Sanitize and polish all mirrors, counters tops and plumbing fixtures. Wash, clean and disinfect all urinal walls and stall partitions including doors. Clean and disinfect all trash receptacles and replace all with plastic liners; wash i required. Wet mop and disinfect all sinks and counter tops. Remove all splass marks from all lockers.	restrooms, showers and locker rooms to include, toilet, sinks, ceramic tile walls, floors, tables, partitions, urinals, dressing areas, benches, lockers and drain strainers.  • Wash and disinfect stall partitions and trash receptacles.  • Wipe clean and disinfect all lockers.	all waste receptacles.  Replace damaged or moldy shower privacy curtains as needed.	

	furniture, fixtures, walls, partitions, doors and cabinets.  Replace urinal screens as needed.  Provide disposal bags for sanitary products on as needed basis where restrooms have provisions for these items.  Refill all dispensers and replenish all paper supplies, hand soap dispensers and sanitary napkin dispensers.  Clean and sanitize all showers and dressing areas: clean all shower hardware, walls and floors.			
Employee Kitchen and Lounge Areas	<ul> <li>Empty trash and recycling receptacles, replace liners.</li> <li>Clean trash and recycling receptacles.</li> <li>Re-arrange furniture as needed.</li> <li>Spot clean furniture, fixtures, doors walls, counters and glass partitions.</li> <li>Wipe clean all tables, cabinets, appliances and counter tops.</li> <li>Sweep hard floor surfaces.</li> <li>Damp mop floors with germicidal detergent.</li> </ul>	<ul> <li>Machine scrub and spray buff hard floor surfaces.</li> <li>Wash waste and recycling receptacles.</li> <li>Clean upholstered seating as needed.</li> <li>Perform thorough cleaning of tables, chairs and dining areas.</li> </ul>	Clean, strip, eal, buff, disinfect and refinish all hard floor surfices. Including granite floors and VCT (With methods satisfactory to the City).	
Conference Rooms and Auditoriums	<ul> <li>Empty and clean all waste and sanitary receptacles, replace plastic liners; wash if necessary.</li> <li>Vacuum all carpets.</li> <li>Remove dirt and or marks from doors, walls, light switches, glass panels, and partitions.</li> <li>Spot clean carpets as</li> </ul>	Clean and polish all furniture.	Clean, strip, seal, buff, disinfect and refinish all nard floor surf ces. Including gr nite floors and VCT (With methods satisfactory to the City).	Clean upholstered furniture/seating.  Clean wall coverings as needed, using extreme caution and approved methods.

needed.  • Check for, and remove, any and all	
cobwebs.	
Clean all furniture, fixtures, media, and counters.	
Rearrange furniture as required.     Clean entrance mats.	

## \*\* QUOTE FOR ADDITIONAL SERVICES\*\*\*

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

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

## \*Finishes

City Hall

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

Police Dept.

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

#### Police Substation

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

## 3.27 CLOSING INSTRUCTIONS

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

## 3.28 ACCEPTANCE OF COMPLETED WORK

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

## 3.29 ADMINISTRATIVE CHARGES

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

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

Charges that have been assessed will be deducted against the month ly invoices received by the vendor or where the outstanding invoices are insufficient the City may invoice the vendor. Repeated failures to comply with the bid requirements may result in a vendor non-performance

report being generated. The City reserves the right to find the contractor in default of the contract for failure to perform whether deductions have been taken or not.

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

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

## CHARGES FOR NON-PERFORMANCE OF TASK

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

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

## 3.30 PROCESSING OF APPLICATION FOR PAYMENT

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

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

## 3.31 SAFETY AND PROTECTION

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

- 3.5.1 Provide protection and prevent damage to all employees and other persons whom may be affected thereby,
- 3.5.2 Prevent damage to other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 3.5.3 All personnel are properly trained in the use of equipment and cherricals as per Occupational Safety & Health Administration (OSHA) regulations and Material Safety Data Shee s (MSDS).

- 3.5.4 Proper signage is employed when cleaning (Caution wet floors, etc.)
- 3.5.5 Traffic cones, or like devices, are properly placed when extension or power cords and other such items are in use,
- 3.5.6 All employees are physically capable of performing all the required tasks to include being able to see/hear with no difficulty all fire alarms and be able to understand verbal directives with regards to evacuating the Center in emergency situations and how and when to sound an alarm,
- 3.5.7 Personnel are accounted for in the event of an emergency.

## 3.32 WORK DURING INCLEMENT WEATHER

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

#### 3.33 COMMENCEMENT CONFERENCE

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

**END OF SECTION 3** 

#### Exhibit "B"

Provider's Proposal and Response to RFP

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

Information provided on the following pages.

 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.

#### 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 seamles: 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 bised on the support system that we offer our clients. USSI's operations staff meet with our clients on a peric lic 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 scandard practice on or about the 1<sup>st</sup> 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 Instruction; 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.



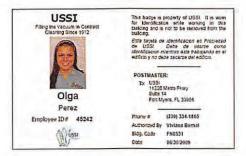








We also issue picture IDs to our employees for easy identification. A sample is shown below:



## **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 via hile 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 (FINI D), 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 an /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 sys em 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 slift check-in and check-out.
- 3. The Kronos 4500 Touch ID logs each scan and records the shift hours worked by a particular employee.
- 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-reeping 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.

DAILY ATTENDANCE AND PAYROLL SHEETS SAMPLE FORMS USED AS BACK UF TO AUTOMATED RECORDS:



## SIGN IN SHEET

IIII DING #	DEDIOD END DATE.	TODAY'S DATE:	

DA TE	PRINT EMPLOYEE NAME	EMPLOYEE #	TIME	SIGNATURE	TIME	SIGNATURE	HOURS	LUN(	H LUNCH	INT
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4330 EAST WEST HWY SUITE 200, BETHESDA, MD 20814

## 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 tur lover.

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 I eyond 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 it dividuals 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 specifies in the solicitation documents, or for a nominal fee when not specified and requested after contract award.

E-VERIFY

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

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

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Improving the accuracy of wage and tax

mismatch errors

Virtually eliminating Social Security

reporting

- workforce Helping employers maintain a legal
- Key benefits of using the E-Verify system include:
- remain employed.

#### GREEN CLEANING PROGRAM

USSI's Green Cleaning Program is a high-performance cleaning program focused in 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 anitorial 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 harr iful 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 effort: 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:

- Improved indoor air quality
- 2. Healthier facilities for tenant; and cleaning crew
- 3. Minimized exposure to aggressive chemicals
- 4. Reduced water and air pollu ion

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

## **GREENSEAL (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.

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 a ccordance with manufacturer's specifications. Sufficient back-up stock will be kept in storage in case ( f shortage or emergency. The following are the core chemicals used by USSI in daily cleaning operations:





Clean by Peroxy # 15 General Purpose Cleaner



CERTIFIE

Lite'n Foamy Sunflower Fresh hand, hair and body wash



Meets California Code of Regulations VOC Levels







Crew® Bathroom Cleaner & Scale Remover





Spartan Green Solut ons Floor Sea & Finish

The chemicals used in daily cleaning operations have been carefully chosen to not on y 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:
  - o 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
  - o 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:
  - o 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
  - o 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 googles
  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 janito ial operations:







Backpack Vacuum Cleaner: ProTeam SuperCoach

Steam Machine: 90 psi steam pressure

Floo Machine: Tena t FM 17 SS







Walk behind Floor Scrubber:

Wet, Dry Vacuum:

Tenant T-300

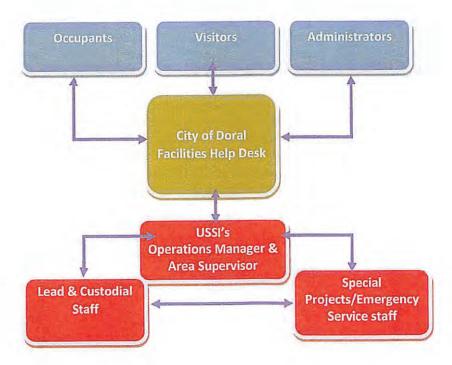
Tenant BR 2000

Hi Speed Dust Control Burnisher:

Ten int 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.

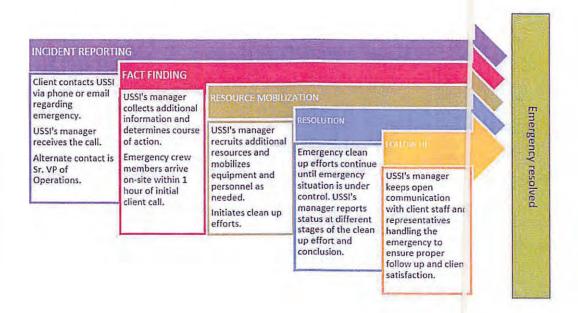
#### **EMERGENCY OPERATIONS**



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 clean ng services on a twenty-four (24) hours a day, seven (7) days a veek 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 an I safety, as determined by City of Doral. USSI recruits staff and maintains contact information for those employers available to provide services during mandatory evacuations. USSI agrees to provide services to our client's accilities 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 complied 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

- 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. Indepth 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
- Motivate employees
- Recognize achievements & provide advancement pportunities
- Evaluate employee performance according to set
- 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 ou 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 mininum, 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 p actices.
- 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:

- Never mix cleaning chemicals.
- Never return used chemical solutions to original containers.
- Always clean (and rinse, where applicable) equipment at the end of the shift.
- Do not mix dirty water and clean water during cleaning.
- Use different colors of microfiber to differentiate use for restrooms, ea :ing areas and general cleaning areas to prevent cross-contamination by the cleaning tools ar d equipment
- All microfiber products must be rinsed out and hung in a well-ventilited area immediately
  after use
- Prior to re-use, all microfiber products must be laundered according heir colors to prevent cross-contamination during this process
- 8. Wear proper personal protective equipment as required
- Wash hands:
  - o Before eating or preparing food.
  - o After coughing, sneezing, or blowing your nose.
  - o After using restroom facilities.
  - o 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 snei zing, 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.
- Avoid close contact with people who are sick. When you are sick, ke :p 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

#### Monthly Safety Training: August 2016

#### Blood borne Pathogens

- What Are Blood borne Pathogens? Blood borne pathogens are microerganisms to a viruses or bacters that are carried in blood and can cause disease in people. The blood borne pathogens of primary concern is hepstable B (you can get a vaccine to a it). hepstable C(rol vaccine) and 19V (rol vaccine).

- How are those pathogens spread primarily?

  <u>Prest posters</u> Infected blood or body fluid from one person enters anothog at a corner entry site, such as infected blood splashing in the eye.

  <u>Indirect contact</u>. A pierson's with touches an object that contains the blood of infected person, such an placing up solled designing containinated infected person's blood or body fluid.
- Resolvatory droplet transmission: A person inhales droplets from an infected p ich as through a cough or sneeze
- Vector-borne transmission: A person's skin is penetrated by an infectious source, such as an insect bite.

You can get those diseases when you are doing the clean-up of body substances (blood, urios, vomit, fecul mater) that are pateritally infected in order to avoid them, please follows:

- 2. Close the area so you avoid people step on it
- 3 Lise Crew Bottle (water up to fill line, add one pump of the concentrated Crew) to ate the infected area (fo



Thank you for working safely!!!

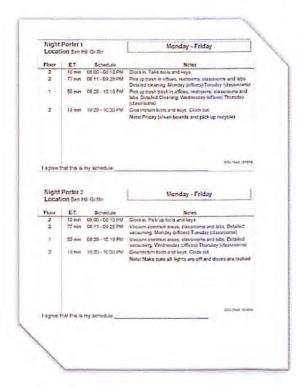
#### METHODS OF COMPLIANCE

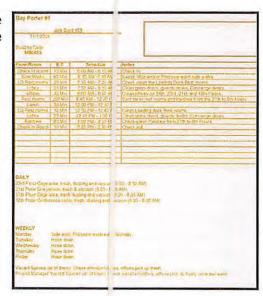
Universal precautions will be observed at all work sites to prevent contact with blood or other potentially infectious materials. All blood or other potentially infectious material will be considered infectious regardless of the perceived status of the source.

#### SAMPLE JOB CARDS & CHECKLISTS

When appropriate, duties are provided in job cards which are customized to individual job sites. Information that could be displayed on job cards include:

- Building name
- · Specialist position title and number
- Shift start and end times
- Areas to be cleaned
- Scheduled tasks completed in specified area
- · Time required to clean an area
- Daily tasks
- Weekly tasks
- Project tasks







# 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

- Lower workers' compensation costs.
- Reduced number of days away from work and lost productivity.
- 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**

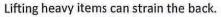
- Safety Orientation
- · Injuries on the job
- · Emergency Planning
- Robberies & Assaults
- · Ergonomic Hazards
- · Electrical Hazards
- · Chemical Hazards
- Slips & Falls, etc.

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.



Robberies & Assaults

Sp. 1824

Sp. 1824

Chemical Hazards

Sp. 1824

Sp. 18

**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 carpe s 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 cot. 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 c:

- Productive time lost by the injured emp oyee, 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 Insu ance.

"when it comes to safety, USSI is the light 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 ge ieral manager and
  operations manager will have the authority and responsibility for the projeram 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 I e conducted in a
  language our employees can understand, and in a manner that does not cepend on employee's
  reading and writing skills. This may include a combination of written mat rials, 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 wor: 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 now substances, processes, procedures, or equipment is introduced.

#### HAZARD COMMUNICATION STANDARDS

We provide information to our employees about the chemicals and other hazard: us substances to which they may be exposed at their job location by providing Safety Data Sheets (5DS), 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 I ow 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 lab eled. 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 th : 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

3 -QC schedule appointme

2 -QC & DFS:
post completed fespection:

2 -QC & DFS:
building inspection

3 -QC generate report

4 -OPS:
Notify QC and client when completed

5 -OPS:
meet with clie contact person 2 review correct 6

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 o measure and verify employee performance. Benchmarking tools are critical in maintaining consister t service while staying cost neutral. All projects are carried out at high levels of standards, ranking top 1 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:
Lobbles & Waiting Rooms:	Observations
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	( )
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	
J. dat bage 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	ì
4. Appliances are clean - free of residue or stains,	( )
all cleaning utensils are clean & neatly organized	()
5. Garbage cans are clean	(1)
6. MSDS book is updated	
or report of the second of the	( )
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
 12/03/2019

 FN0000
 Manager Name

Average 93 %

Buildings -

High School

Elementary School

92. ' %

94. %

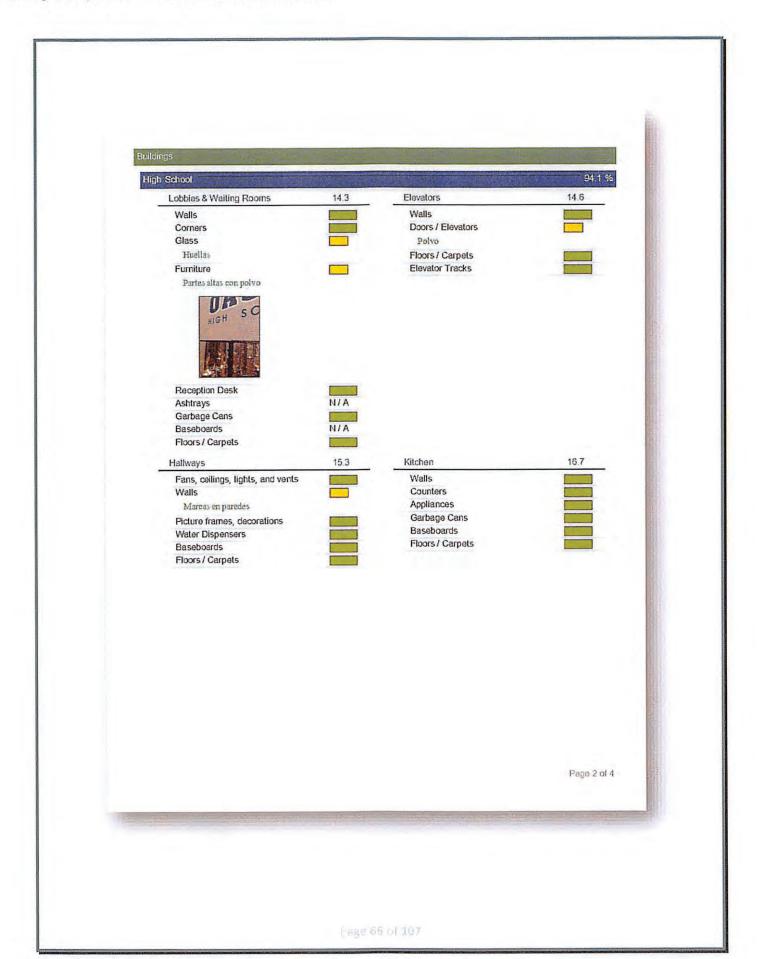
People

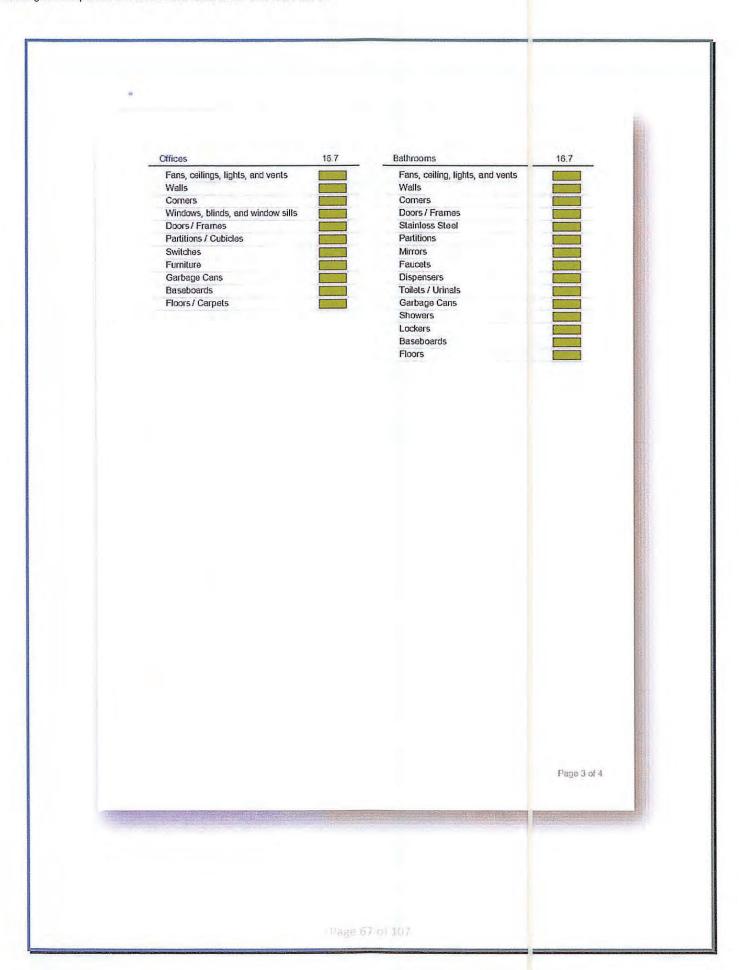
abriel a Roja

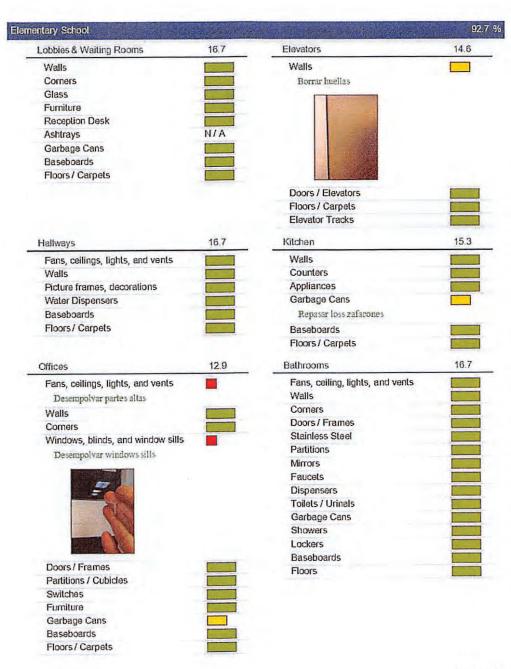
Supervisor 1

Supervisor 2

Page 1 of 4







## Quality of Service Scoring 01/15/2020 Job Name FN0999 Man igeer Name Average Buildings -**Building Restrooms** 93.3 % **Building Restrooms** Lobbies & Waiting Rooms N/A Elevators N/A N/A Kitchen Hallways NIA N/A Offices 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

Page 1 of 1

## 2. EVIDENCE OF INSURANCE CERTIFICATE (COI)

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-					ICATE OF LIA	Account to pircon	1000000		4	(MM/DO/YYYY) //11/2019
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If	SUB	RTANT: If the certificate holde ROGATION IS WAIVED, subje- ertificate does not confer rights	ct to t	he ter	ms and conditions of the	e policy, certain po ch endorsement(s)	olicies may i	IAL INSURED provision require an endorsement	s or b	e endorsed. statement on
ROC	UCEF	R								
		cial Lines - (202) 783-5810				PHONE (AIC, No. Ext): 804.729	9.9812	FAX (A/G, No):		
		rance Services LLC				ADDRESS: Lynesin	a.wanaggua.t		_	
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		ton, DC 20005	-	_		The state of the s	the same of the same of	Co of America		25658
	ed S	tates Service Industries, Inc.					ers Indemnity			25674
		st-West Highway				INSURER C: Travelers Property Casualty Co of America INSURER D: Phoenix Insurance Company				25623
	20-	A CONTRACTOR OF THE CONTRACTOR					I Insurance C			20281
ett	esda	a MD 20814				INSURER F:				
o	ER.	AGES CE	RTIF	CATE	NUMBER: 14123357	7		REVISION NUMBER: S		
		S TO CERTIFY THAT THE POLICI TED. NOTWITHSTANDING ANY FICATE MAY BE ISSUED OR MA ISSONS AND CONDITIONS OF SUC	REQUII Y PERT H POLI	REMEN TAIN, CIES.	TERMS OF COMPITION	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBE PAID CLAIMS	DOCUMENT WITH DESDE	CT TO	WHICH THIS
R		TYPE OF INSURANCE	ADDL	SUER	POLICY NUMBER	POLICY EFF (MM/CD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT		
	X	COMMERCIAL GENERAL LIABILITY			630-7048B505-TIA	04/15/2019	04/15/2020	EACH OCCURRENCE	S	1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (En occurrence)	S	100,00
1			4					MED EXP (Any one person)	S	1,000,00
			-	1 1		1		PERSONAL & ADV INJURY GENERAL AGGREGATE	S	5,000,00
		POLICY PRO LOC				- 11 1		PRODUCTS - COMPIOP AGG	S	2,000,00
	AUT	OTHER: OMOBILE LIABILITY	+		BA-9M028683 IND	04/15/2019	04/15/2020	COMBINED SINGLE LIMIT	5	1,000,00
	x	ANY AUTO	1		BA-9M020003 IND	04/13/2013	0 11 12 12 22 2	(Ea accident)  BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS		1				BODILY INJURY (Per accident)	5	
	x	AUTOS ONLY HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY				_ // _ /		PROPERTY DAMAGE (Per sociders)	5	
	X	Comp \$100 X Coll \$1000							5	
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0	AND	KERS COMPENSATION EMPLOYERS' LIABILITY	,	UB-3K926991-PHX	UB-3K926991-PHX	04/15/201	04/15/2020	X PER STATUTE ER		1,000,00
	ANY PROPRIETOR PARTNER EXECUTIVE OF FICE MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							EL EACH ACCIDENT	5	1,000,00
								EL DISEASE - EA EMPLOYER		1,000,00
-	DÉS	cription of operations below ime - Fidelity Bond	-	-	8211-6264	04/15/2019	04/15/2020	EL DISEASE - POLICY LIMIT Client Coverage - \$1,000,000 E		45550
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E	KIII	ICATE HOLDER				CANOCECATION		A		257106
43	40 E	States Service Industries, Inc. ast-West Highway				SHOULD ANY OF THE EXPIRATION ACCORDANCE W	N DATE TH	DESCRIBED POLICIES BE OF BEREOF, NOTICE WILL CY PROVISIONS.	BE D	ELIVERED IN
Suite 204					AUTHORIZED REPRESENTATIVE					
20	16.	sda, Maryland 20814								

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 or 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 ulfillment 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 <u>day</u> of <u>September</u>, 20\_by and between <u>CUSTOMER NAME</u>, with offices located at BUILDING NAME, hereinafter referred to as Customer, and <u>United States Service Industries</u>, with offices located at 4340 East-West Highway, Suite 204, Bethesda, MD 20814, hereinafter referred to as USSI.

The Parties agree as follows:

- USSI shall provide janitorial service at Customer's facility located at <u>BUILDING NAME</u> per <u>Addendum # 1</u>.
- 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 <u>Addendum # 1</u> 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 <u>BUILDING NAME</u> 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.
- The monthly costs listed in <u>Addendum # 1</u> shall, upon written notice, be adjusted to reflect any increases in federal, state, county or municipal minimum wages during the term of this Agreement.
- 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.

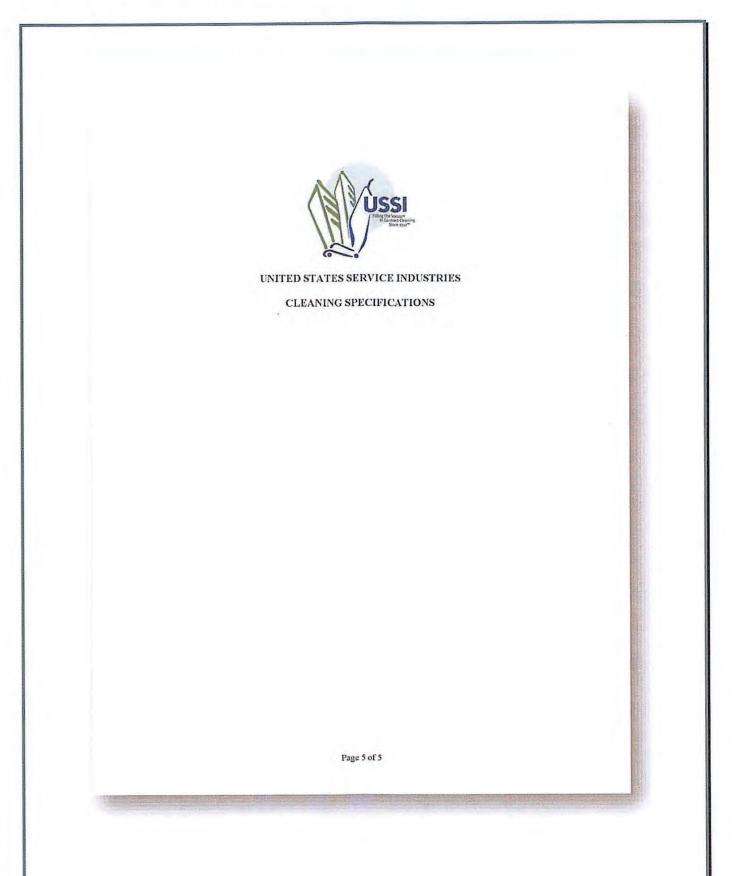
Page 1 of 5

- 9. This Agreement shall continue to renew on each anniversary date for an additional p riod of one year, unless written notice of intent not to renew (such notice must be sent by certifi d 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 writte 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 Agreet ent. No change, waiver or modification of the terms of this Agreement shall be binding unless it 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.
- 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	COST PROPOSAL		
2	Property of the Control of the Contr		
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 product s in good working order (e.g., a machine does not dispense product without collecting the amount of 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 part authorized representatives on the d	ies have caused this Agreement to be executed by their day and year first above written.	aly
APPROVED: CUSTOMER	ACCEPTED: USSI	
BY	BY	-
TITLE	Stephanie Nester	
DATE	DATE	-
	·	
	Page 3 of 5	
	rage 3 of 5	



## 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 REP No. 2019-47

- 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.
- 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	Dated: January 24, 2020
Addendum No.	Dated:
Addendum No	Dated:
Addendum No	Dated:

- (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 Proposa; 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 I rovided for evaluation purposes only. The actual quantities (if any) may be higher or lower than hose in the RFP.
- 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		

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 DA	to sign RFP:	
Danna H	Ewick	(Signature)
Danna Hewick		(Print Name)
Vice President		(Title)
Company Name:	United States Ser	rvice Industries, Inc. (USSI)
Company Address: 4340 East-Wes		lwy. Suite 204
	Bethesda, MD 20	814
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 \$ 1,301.44
Police Headquarters	24,430 sq. ft.	Monthly Cost_\$ 3,607.74
Public Works Warehouse	4,100 sq. ft.	Monthly Cost \$ 515.47
Police Training & Community Center	10,015 sq. ft.	Monthly Cost\$ 1,843.29

## PRICING FOR BASIC SERVICES

## PRICING FOR ADDITIONAL SERVICES (Per Square Foot)

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

## Exhibit "C"

## Insurance Requirements

## EXHIBIT "C" MINIMUM INSURANCE REQUIREMENTS

## I. Commercial General Liability

A. Limits of Liability

**Bodily Injury & Property Damage Liability** 

Each Occurrence\$1,000,000Policy Aggregate (Per Job)\$1,000,000Personal and Advertising Injury\$1,000,000Products/Completed Operations\$1,000,000

#### B. Endorsements Required

City of Doral included as an additional insured Primary Insurance Clause Endorsement Contingent and Contractual Liability Premises and Operations Liability

#### II. Automobile Liability (If Applicable)

\$1,000,000

Owned or Scheduled Autos, including Hired and Non-Owne | Autos

#### III. Workers Compensation

Statutory Limits- State of Florida

#### **Employer's Liability**

A. Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employe !

\$500,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Waiver of Subrogation in favor of City.

Janitorial Services/Fidelity Bond - covering assets of customers - \$100, 000 limit

IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized o provide the required limits. Coverage shall be "following form" and shall not be mor restrictive than the

underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

**Subcontractors' Compliance:** It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance with policy provisions. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice within 10 days of the change or cancellation.

Insurance Companies must be authorized to do business in the State of Florida, and must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities, but are merely minimums.

## Exhibit "D" E-Verify Affidavit

#### E-Verify Affidavit

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Doral, Florida, are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<a href="https://www.e-verify.gov/employers/enrolling-in-e-verify">https://www.e-verify.gov/employers/enrolling-in-e-verify</a>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

Company Name	
Offeror Signature	Date
Print Name	Title
Federal Employer Identification Number (FEIN)	
Notary Public	: Information
Sworn to and subscribed before me on this thisda	y of, 2023
	y of, 2023
Ву	y of, 2023
By □ Is personally known to me	
☐ Is personally known to me	

Res. No. 21-139 Page 1 of 4

#### RESOLUTION No. 21-139

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AMENDMENT OF THE UNITED STATES SERVICE INDUSTRIES (USSI) CONTRACT AGREEMENT TO INCREASE ANNUAL TOTAL COST FOR ALL SUBSEQUENT YEARS AS A RESULT OF THE FLORIDA MINIMUM WAGE INCREASE IN AN AMOUNT NOT TO EXCEED ANNUAL BUDGETED FUNDS; 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 Councilmembers 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, in On February 12, 2020 the Mayor and the City Councilmembers 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 (leemed the highest scorer and most responsive responsible bidder; and

WHEREAS, on April 22, 2020, the Mayor and the City Council members authorized via Resolution 20-29 (approved 5-0) to enter into a Professional Service Agreement (PSA) with USSI for the provision of Custodial Services citywide or as needed services and to expend budgeted funds on behalf of the City for an initial period of three (3) years with an option to renew for two (2) one (1) year periods for a possible total of five (5) years; and

WHEREAS, on November 3, 2020, Florida voters passed Arr endment 2 to Section 24 of Article X of the Florida Constitution with a supermajority (60.8 %) of the vote; and

WHEREAS, Florida Minimum Wage Amendment 2 is an nitiated constitutional amendment to change the Florida constitution. As such, it is a self-enforcing amendment that requires no additional acts of legislature to enact; and

WHEREAS, the amendment requires the minimum wage to increase on September 30, 2021 to \$10.00 per hour from \$8.65 per hour; and if will increase by \$1.00 on September 30th annually until 2026 when it reaches \$15.00 per hour; and

WHEREAS, the PWD respectfully requests that the Mayor and the City Council-Members authorize the City Manager to amend United States Se vice Industries (USSI) contract agreement which provides custodial services at Doral facilities Citywide. This amendment is to increase annual total cost for all subsequent years as a result of the Florida minimum wage increase; and

WHEREAS, funding for this request will be included in the next Fiscal Years in the Public Works Fund – "Other Contractual Services" Account No. 001.80005.500340.

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 amendment of the Professional Service Agreement between the City of Doral and USSI, which provides Custodial Services at Doral facilities citywide, to increase annual total cost for all subsequent years as a result of the Florida minimum wage increase, in an amount not to exceed annual budgeted funds, is hereby approved.

<u>Section 3.</u> <u>Authorization</u>. The Mayor and the City Councilmembers authorize the amendment of the Professional Service Agreement between the City of Doral and USSI and authorize the City Manager 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.

Res. No. 21-139 Page 4 of 4

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption.

The motion was seconded by Councilmember Puig-Corve and upon being put to a vote, the

vote was as follows:

Mayor Juan Carlos Bermudez

Vice Mayor Pete Cabrera Absen /Excused

Councilwoman Digna Cabral Yes Councilwoman Claudia Mariaca Yes Councilman Oscar Puig-Corve Yes

PASSED AND ADOPTED this 9 day of June, 2021.

JUAN CARLOS BERMUDEZ, MAYOR

Yes

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

Res. No. 21-139 Page 1 of 4

#### RESOLUTION No. 21-139

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AMENDMENT OF THE UNITED STATES SERVICE INDUSTRIES (USSI) CONTRACT AGREEMENT TO INCREASE ANNUAL TOTAL COST FOR ALL SUBSEQUENT YEARS AS A RESULT OF THE FLORIDA MINIMUM WAGE INCREASE IN AN AMOUNT NOT TO EXCEED ANNUAL BUDGETED FUNDS; 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 Councilmembers 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, in On February 12, 2020 the Mayor and the City Councilmembers 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, on April 22, 2020, the Mayor and the City Councilmembers authorized via Resolution 20-29 (approved 5-0) to enter into a Professional Service Agreement (PSA) with USSI for the provision of Custodial Services citywide on as needed services and to expend budgeted funds on behalf of the City for an initial period of three (3) years with an option to renew for two (2) one (1) year periods for a possible total of five (5) years; and

WHEREAS, on November 3, 2020, Florida voters passed Amendment 2 to Section 24 of Article X of the Florida Constitution with a supermajority (60.8%) of the vote; and

WHEREAS, Florida Minimum Wage Amendment 2 is an initiated constitutional amendment to change the Florida constitution. As such, it is a self-enforcing amendment that requires no additional acts of legislature to enact; and

WHEREAS, the amendment requires the minimum wage to increase on September 30, 2021 to \$10.00 per hour from \$8.65 per hour; and it will increase by \$1.00 on September 30th annually until 2026 when it reaches \$15.00 per hour; and

WHEREAS, the PWD respectfully requests that the Mayor and the City Council-Members authorize the City Manager to amend United States Service Industries (USSI)

Res. No. 21-139 Page 3 of 4

contract agreement which provides custodial services at Doral facilities Citywide. This

amendment is to increase annual total cost for all subsequent years as a result of the

Florida minimum wage increase; and

WHEREAS, funding for this request will be included in the next Fiscal Years in the

Public Works Fund – "Other Contractual Services" Account No. 001.80005.500340.

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 amendment of the Professional Service Agreement

between the City of Doral and USSI, which provides Custodial Services at Doral facilities

citywide, to increase annual total cost for all subsequent years as a result of the Florida

minimum wage increase, in an amount not to exceed annual budgeted funds, is hereby

approved.

**Section 3. Authorization.** The Mayor and the City Councilmembers authorize the

amendment of the Professional Service Agreement between the City of Doral and USSI and

authorize the City Manager 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.

Res. No. 21-139 Page 4 of 4

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption.

The motion was seconded by Councilmember Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez

Vice Mayor Pete Cabrera Absent/Excused

Councilwoman Digna Cabral Yes
Councilwoman Claudia Mariaca Yes
Councilman Oscar Puig-Corve Yes

PASSED AND ADOPTED this 9 day of June, 2021.

JUAN CARLOS BERMUDEZ, MAYOR

Yes

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

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

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.

#### 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 in not completed on time. Accordingly, instead of requiring any such proof, City and Provider agree that as administrative charges for delay (but nor 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.

#### 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.

#### 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.

#### 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

#### 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.

#### 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.

#### 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.

#### 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.

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

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

Attest:

Connie Diaz, City Clerk

CITY OF DORAL

Albert P.

Childress, City Manager 2020

Date:

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

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:

- 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.

 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.

#### 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 1<sup>st</sup> 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.



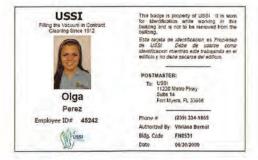








We also issue picture IDs to our employees for easy identification. A sample is shown below:



#### **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.
- 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.

DAILY ATTENDANCE AND PAYROLL SHEETS SAMPLE FORMS USED AS BACK UP TO AUTOMATED RECORDS:



BUILDING #\_\_\_\_\_ PERIOD END DATE:\_\_\_\_\_ TODAY'S DATE:\_\_\_\_

DA	PRINT EMPLOYEE	EMPLOYEE	TIME	SIGNATURE	TIME	SIGNATURE	TOTAL	LUNCH	LUNCH TIME OUT	IN
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#### 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**

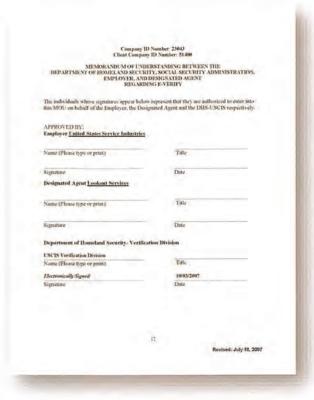
USSI uses the E-Verify system to verify the employment eligibility of all new hires. E-Verify is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA). All new USSI employees hired since January 1, 2008 have been processed 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, <a href="http://www.lookoutservices.net/">http://www.lookoutservices.net/</a>), 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





#### 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:

- Improved indoor air quality
- 2. Healthier facilities for tenants and cleaning crew
- 3. Minimized exposure to aggressive chemicals
- 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.

#### **GREENSEAL (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.

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:





Clean by Peroxy # 15 General Purpose Cleaner



STATE OF THE PARTY OF THE PARTY

Lite'n Foamy Sunflower Fresh hand, hair and body wash



Meets California Code of Regulations VOC Levels







Crew® Bathroom Cleaner & Scale Remover





Spartan Green Solutions Floor Seal & Finish

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
  - o Ecologo CCD-110 for cleaning and degreasing compounds
  - Ecologo CCD-146 for hard surface cleaners
  - o 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:
  - o Green Seal GS-40 for industrial and institutional floor care products
  - o 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 googles
  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:

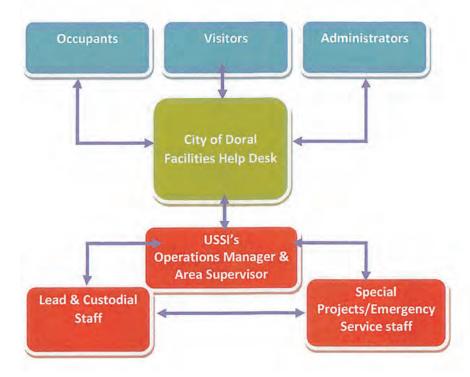
Tenant BR 2000

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.

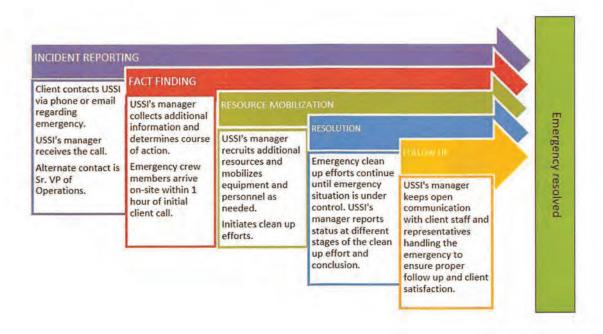
Any unresolved complaints will be highlighted to understand the reason why the complaint was not addressed, and steps should be taken to address the issue. Recurring complaints, if any, need to be identified and a plan to address the complaint should be incorporated into the routine operations plan.

## **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

- Safety: increased awareness of things that are not right or present a potential hazard to the facility's users.
- 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.
- 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.
- Efficiency: proper training ensures tasks get done faster, efficiently and in a manner that is less stressful for the employees which facilitates continued productivity.
- 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. Indepth 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
- 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.
- 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.
- 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
- All microfiber products must be rinsed out and hung in a well-ventilated area immediately
  after use
- 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
- Wash hands:
  - o Before eating or preparing food.
  - After coughing, sneezing, or blowing your nose.
  - o 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.
- 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.
- 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

## Monthly Safety Training: August 2016 Blood borne Pathogens

- What Are Blood borne Pathogens? Blood borne pathogens are m as wruses or busters that are corried in blood and can cause dees blood borne pathogens of primary abovers in separatis 8 (you can ge rs), hepsids C (no vaccine) and HV (no vaccine)
- How are those pullingens spread primarily? <u>Direct contact</u> infected blood or body fluid from one person enters anott body at a correct entry site, such as infected blood splashing in the eye.
- indirect contact: A person's akin touches an object that contains the blood or body fluid son, such as picking up solled dressings contar infected person's blood or body fluid.
- Respiratory droplet transmission: A person inhales droplets from an influence as through a cough or sneeze.
- actor-borne transmission. A person's ston is penetrated by an infectious as an insect bite.

You can get those disrine, vorsit, focul matter) that are potentially infected. In order to avoid them, please these steps

- 1. Wear gloves, glosses, marks before cleaning them
- 2. Close the area so you avoid people step on it
- 3 Use Crew Bottle (water up to fill line, add one pump of the concentrated Crew) to rs, sinks, tollets, etc.) Note: you can



Thank you for working safely!!!

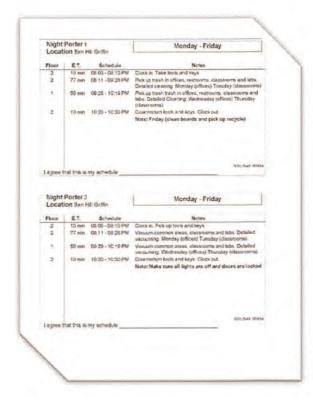
#### METHODS OF COMPLIANCE

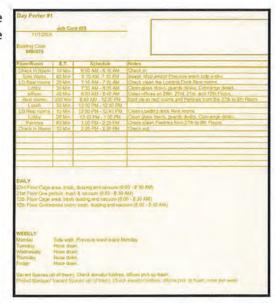
Universal precautions will be observed at all work sites to prevent contact with blood or other potentially infectious materials. All blood or other potentially infectious material will be considered infectious regardless of the perceived status of the source.

## SAMPLE JOB CARDS & CHECKLISTS

When appropriate, duties are provided in job cards which are customized to individual job sites. Information that could be displayed on job cards include:

- Building name
- Specialist position title and number
- Shift start and end times
- Areas to be cleaned
- Scheduled tasks completed in specified area
- · Time required to clean an area
- Daily tasks
- Weekly tasks
- Project tasks





## **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

- Lower workers' compensation costs.
- Reduced number of days away from work and lost productivity.
- 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

1-QC:
schedule appointment

2-QC appoil tomuleired forsection

1-QC
zall Climit to resure sath account when completed

5-QPs:
Notify QC and client when completed

5-QPs:
meet with client contact person to review corrections.

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:	Observations
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	
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	
<ol><li>Floors are clean – free of stains or waste residue</li></ol>	()
3. Water dispensers are clean - free of residue, bright	
& without fingerprints	()
Kitchen:	1.00
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	( )
<ol> <li>Appliances are clean – free of residue or stains,</li> </ol>	
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:	23
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 12/03/2019 FN0000 Manager Name

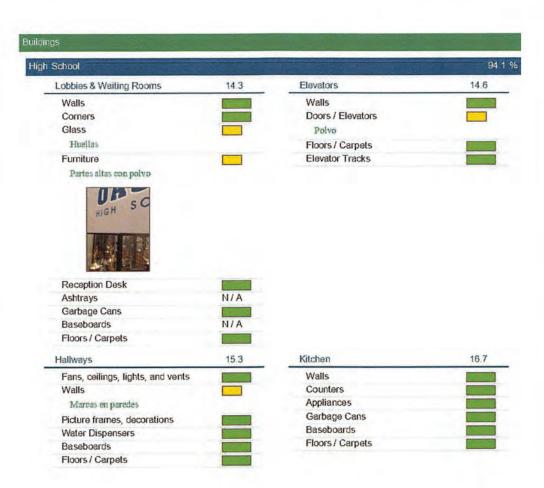
Average

Buildings -High School 94.1 %

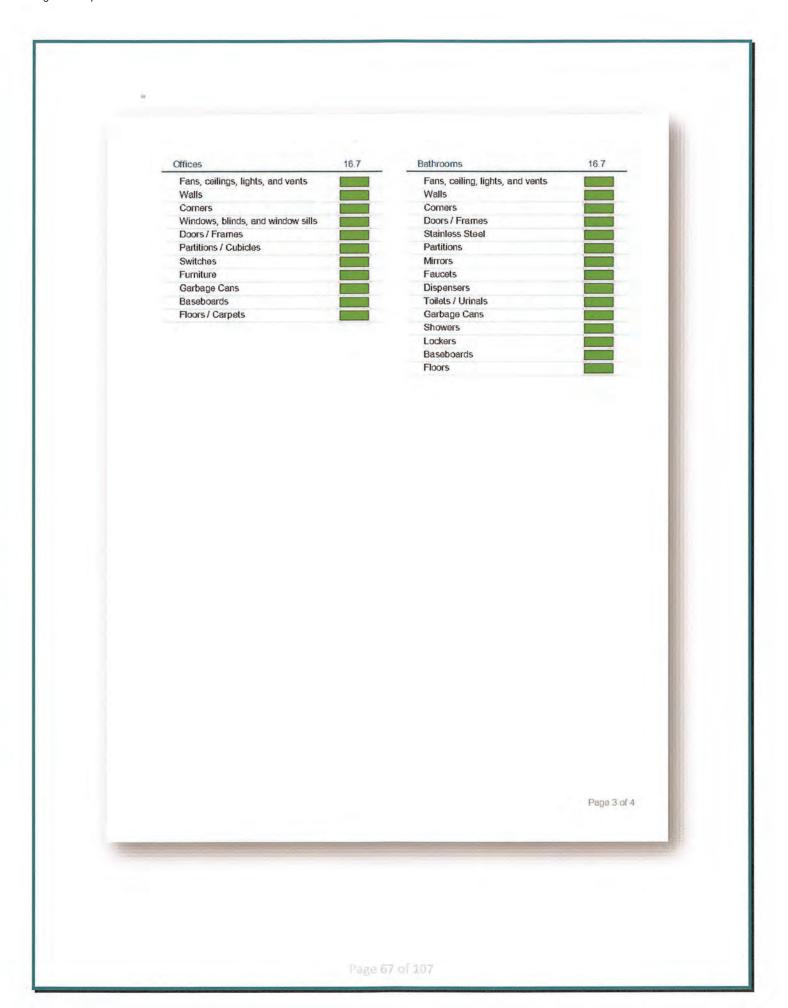
92.7 % Elementary School

People

Supervisor 2



Page 2 of 4





## Quality of Service Scoring

Job Name FN0999 01/15/2020 Manageer Name



Buildings — Building Restrooms

93.3 %

ng Restrooms			
Lobbies & Waiting Rooms	N/A	Elevators	NIA
Hallways	N/A	Kitchen	N/A
Offices	N/A	Bathrooms	93.3
		Fans, ceiling, lights, and vents	
		Light	
		Walls	
		Corners	
		Doors / Frames	1
		Stainless Steel	
		Partitions	
		Repasar	
		Mirrors	
		Faucets	
		Dispensers	
		Toilets / Urinals	
		Garbage Cans	
		Showers	
		Lockers	
		Baseboards	

Page 1 of 1

## 2. EVIDENCE OF INSURANCE CERTIFICATE (COI)

						UNITESTA53		
-		2000	ICATE OF LIAE				4	E (MM/DD/YYYY) 4/11/2019
BE	IS CERTIFICATE IS ISSUED AS A RTIFICATE DOES NOT AFFIRMAT LOW. THIS CERTIFICATE OF INS PRESENTATIVE OR PRODUCER, A	IVELY OR	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEND OR ALTI	ER THE CO	VERAGE AFFORDED	BY TH	IE POLICIES
If S	PORTANT: If the certificate holder BUBROGATION IS WAIVED, subject a certificate does not confer rights	to the ter	ms and conditions of the ficate holder in lieu of su	policy, certain po ch endorsement(s	olicies may			
	JCER			CONTACT Tyneshia	Wells			
	mercial Lines - (202) 783-5810			PHONE (AC, No, Ext): 804.72		(A.C, No)		
	nsurance Services LLC			The second secon	a.welis@usi.			-
	3th St NW nington, DC 20005			The second secon		DING COVERAGE		NAIC# 25666
SUR						Co of America		25658
	d States Service Industries, Inc.		1	THE RESERVE AND ADDRESS OF THE PARTY OF THE	ers Indemnity	Casualty Co of America		25674
340	East-West Highway				ix Insurance	Company of the Compan		25623
ilte	204				I Insurance C			20281
eth	esda MD 20814		1	INSURER F:				
ov	ERAGES CEF	RTIFICATE	NUMBER: 14123357			REVISION NUMBER:	See be	low
INC	S IS TO CERTIFY THAT THE POLICIES ICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	PERTAIN.	NT, TERM OR CONDITION ( THE INSURANCE AFFORDE	DF ANY CONTRACT D BY THE POLICIE BEEN REDUCED BY	OR OTHER IS S DESCRIBE	DOCUMENT WITH RESPE	CT TO	WHICH THIS
R	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	TS	
	X COMMERCIAL GENERAL LIABILITY		630-7048B505-TIA	04/15/2019	04/15/2020	EACH OCCURRENCE DAMAGE TO RENTED	s	1,000,00
1	CLAIMS-MADE X OCCUR			1 march		PREMISES (Ea occurrence)	S	100,00
ı						MED EXP (Any one person)	\$	10,00
-	J					PERSONAL & ADV INJURY	S	1,000,00
-	GENT AGGREGATE LIMIT APPLIES PER:	1 1 1				GENERAL AGGREGATE	S	2,000,00
	OTHER:					PRODUCTS - COMPIOP AGG	5	
-	AUTOMOBILE LIABILITY  X ANY AUTO	1	BA-9M028683 IND	04/15/2019	04/15/2020	COMBINED SINGLE LIMIT (Ea accident)	5	1,000,00
ŀ	X ANY AUTO SCHEDULED					BODILY INJURY (Per person)  BODILY INJURY (Per accident	S	
1	HIRED W NON-OWNED	1 1 1				PROPERTY DAMAGE	5	
Ì	X Comp \$100 X Coll \$1000					(Per accident)	\$	
1	X UMBRELLALIAB X OCCUR		CUP-0J790420 TIL	04/15/2019	04/15/2020	EACH OCCURRENCE	s	10,000,00
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1	DED RETENTION \$						S	
1	VORKERS COMPENSATION AND EMPLOYERS' LIABILITY YAN		UB-3K926991-PHX	04/15/2019	04/15/2020	X PER OTH-		
1	NYPROPRIETORPARTNER/EXECUTIVE N	NIA				E.L. EACH ACCIDENT	\$	1,000,00
- 14	Mandatory in NH)					EL DISEASE - EA EMPLOYE	1	1,000,00
	yes, describe under ESCRIPTION OF OPERATIONS below Crime - Fidelity Bond		8211-6264	04/15/2019	04/15/2020	Client Coverage - \$1,000,000 B	_	1000000
	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE OF INSURANCE	LES (ACORD	101, Additional Remarks Schedule	e, may be attached if more	e space is requir	ed)		
ER	TIFICATE HOLDER			CANCELLATION				
	ed States Service Industries, Inc. 0 East-West Highway e 204				DATE TH	ESCRIBED POLICIES BE CEREOF, NOTICE WILL BY PROVISIONS.		
Critic	0 201			AUTHORIZED REPRESE	NTATIVE			
	nesda, Maryland 20814							

## 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 <u>day</u> of <u>September</u>, 20 by and between <u>CUSTOMER NAME</u>, with offices located at BUILDING NAME, hereinafter referred to as Customer, and <u>United States Service Industries</u>, with offices located at 4340 East-West Highway, Suite 204, Bethesda, MD 20814, hereinafter referred to as USSI.

The Parties agree as follows:

- USSI shall provide janitorial service at Customer's facility located at <u>BUILDING NAME</u> per <u>Addendum # 1</u>.
- 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 <u>Addendum # 1</u> for janitorial services furnished and performed by USSI that month, If Customer's payment is not timely, an eight percent per amoun 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 <u>BUILDING NAME</u> 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.
- The monthly costs listed in <u>Addendum # 1</u> shall, upon written notice, be adjusted to reflect any increases in federal, state, county or municipal minimum wages during the term of this Agreement.
- 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.

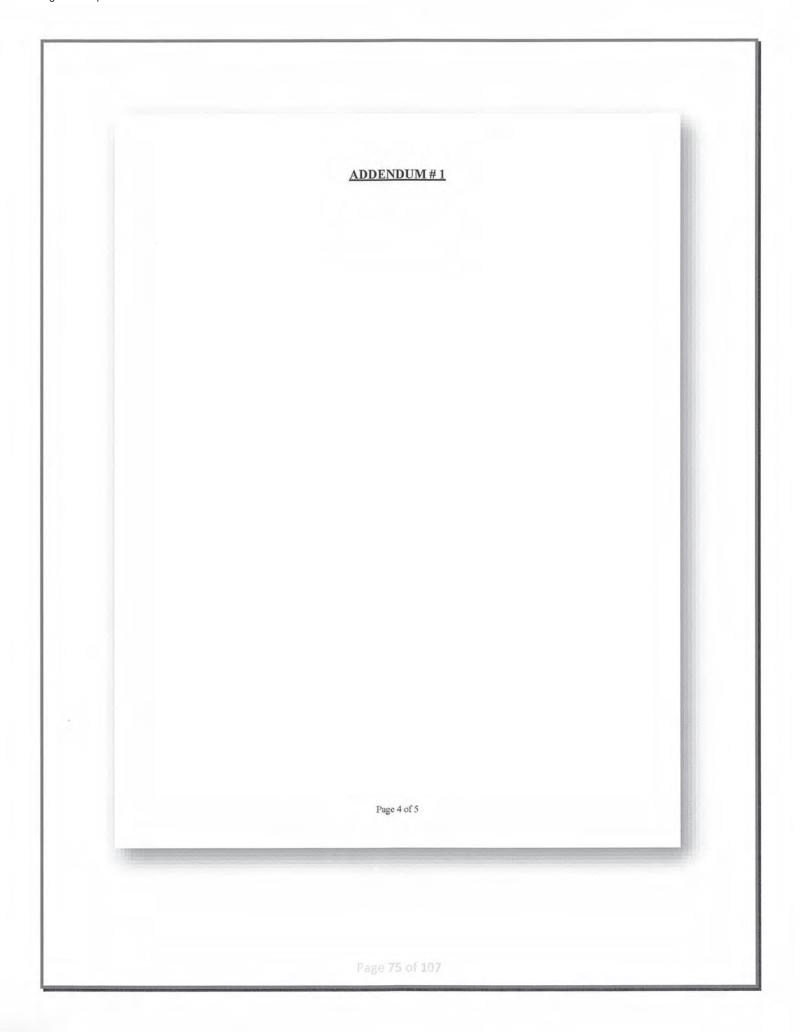
- 9. This Agreement shall continue to renew on each anniversary date for an additional period of one year, unless written notice of intent not to renew (such notice must be sent by certified mail, return receipt requested) is received by the notified party, thirty (30) days prior to expiration of the 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.
- 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	COST PROPOSAL			
2	7.4			
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
IN WITNESS WHEREOF the parties have eaused this Agreement to be executed by their daily
authorized representatives on the day and year first above written

Page 3 of 5





## UNITED STATES SERVICE INDUSTRIES

## CLEANING SPECIFICATIONS

Page 5 of 5

## **TAB 6-FEE PROPOSAL**

 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

- 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.
- 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.
- 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 No1	Dated: 24, 2020
Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:

- (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.
- 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.
- Respondent agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
- 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

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.

Person Authorized  Panna H	1	(Signature)
Danna Hewick		(Print Name)
Vice President		(Title)
Company Name:	United States	Service Industries, Inc. (USSI)
Company Address:	4340 East-Wes	st Hwy. Suite 204
	Bethesda, MD	20814
Phone: (202) 824	-7440	
Fax: (202) 393-	5541	

**END OF SECTION 4** 

## **Pricing Sheet**

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

## PRICING FOR BASIC SERVICES

Monthly Total Cost \$ 11,267.94	Annual Total \$135,215.28
Widness Total Cost	7 1111001 10101

## PRICING FOR ADDITIONAL SERVICES (Per Square Foot)

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

UNITESTA53



## 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.

	SUBROGATION IS WAIVED, subject his certificate does not confer rights t				ich en	dorsement(s	).	require an endorsemen	L As	statement on	
	DUCER (700) 200 0700				CONTA NAME:	Tyneshia	Wells	1			
	mmercial Lines - (703) 698-0788				PHONE (A/C, No	Ext): 804.72	9.9812	FAX (A/C, No):			
US	I Insurance Services LLC				E-MAIL ADDRE	ss: tyneshi	a.wells@usi.	com			
319	90 Fairview Park Dr., Suite 400						URER(S) AFFOR	RDING COVERAGE		NAIC#	
Fal	ls Church, VA 22042				INSURE	Mr. Carroll		Co of America		25666	
INS	INSURED			INSURER B: Travelers Indemnity Company					25658		
Un	ited States Service Industries, Inc.				INSURE			Casualty Co of America		25674	
434	10 East-West Highway			11	INSURE	mi	ix Insurance	Company		25623	
Sui	te 204				INSURE		al Insurance (	Company		20281	
Bet	thesda MD 20814				INSURE						
CO	VERAGES CER	TIFIC	CATE	NUMBER: 14959735	HOOKE	0.1.1		REVISION NUMBER: S	See be	low	
CE	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE- ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLK	AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE	OF AN'	CONTRACT	OR OTHER	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	O ALL	WHICH THIS	
LTR		INSD	WVD	POLICY NUMBER	-	(MIM/DD/YYYY)	(MM/DD/YYYY)	LIMIT			
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	X	X	630-7048B505	- 1	04/15/2020	04/15/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	
								MED EXP (Any one person)	8	10,000	
								PERSONAL & ADV INJURY	8	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$	5,000,000
	X POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000	
	OTHER:								5		
В	AUTOMOBILE LIABILITY  X ANY AUTO	X	X	E	BA-9M028683	04/15/2020	04/15/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)	\$	1,000,000	
	OWNED SCHEDULED						1	BODILY INJURY (Per accident)	S		
	X HIRED X NON-OWNED							PROPERTY DAMAGE	s		
	X Comp \$100 X Coll \$1000							(Per accident)	s		
	X UMBRELLALIAB X OCCUR	-		CUP-0J790420		04/15/2020	04/15/2021	EACH OCCURRENCE	s	10,000,000	
С	EXCESS LIAB CLAIMS-MADE			001 00100420		04/10/2020	04/13/2021	AGGREGATE	s	10,000,000	
	CONTINUE							AGGREGATE	s	10,000,000	
_	DED RETENTION \$ WORKERS COMPENSATION			LID alkaceas		04/15/2020	04/15/2021	X PER OTH-	9		
D	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE	EMPLOYERS' LIABILITY Y/N	UB-3K926991		04.	04/10/2020	04/15/2021	E.L. EACH ACCIDENT	\$	1,000,000	
	OFFICER/MEMBEREXCLUDED?	N/A								1,000,000	
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE  E.L. DISEASE - POLICY LIMIT	s	1,000,000		
E	DÉSCRIPTION OF OPERATIONS below  Crime - Fidelity Bond			8211-6264		04/15/2020	04/15/2021	Client Coverage - \$1,000,000 E	-		
1						5.0.4516161	7213556		,,,,,	111011 2 111001000	
-		-		144 4 144 144 144 144 144 144	a saint	ALCONOMIC CO.	0.16.21 ×6.22				
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL								malla.	· rethance	
rec	ty of Doral, Florida is additional insured a quired by written contract. Umbrella follo eneral liability is primary and noncontribu	ws fo	rm as	it relates to additional insu	reds. V	Vaiver of subi	rogation is gr				
CE	RTIFICATE HOLDER				CANO	ELLATION					
84	ty of Doral, Florida 901 NW 53rd Terrace				THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.			

**AUTHORIZED REPRESENTATIVE** 

## RESOLUTION No. 20-62

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDING 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.

Res. No. 20-62 Page 3 of 3

<u>Section 4.</u> <u>Implementation.</u> 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:

Yes
Yes
Yes
Yes
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



# PROPOSAL RFP NO. 2019-47 CUSTODIAL SERVICES FOR CITY FACILITIES

**Prepared For** 

# **City of Doral**

Albert P. Childress, City Manager
City of Doral
Doral Government Center
Office of the City Clerk
8401 N.W. 53rd Terrace
Doral, FL 33166

## Submitted by:

United States Service Industries, Inc. (USSI)
Danna Hewick, Vice President
4340 East-West Hwy., Suite 204, Bethesda, MD 20814
P: (202) 824-7412 | F: (202) 393-5541
Email: dannah@ussiclean.com

Due Date/Open: Monday, February 3<sup>rd</sup>, 2020 at 11:00 AM.

## TAB 1 – INTRODUCTION LETTER

Albert P. Childress, City Manager City of Doral Doral Government Center Office of the City Clerk 8401 N.W. 53<sup>rd</sup> Terrace Doral, FL 33166

Mr. Childress,

United States Service Industries, Inc. (USSI) is pleased to submit for review and consideration our proposal for RFP No. 2019-47 Custodial Services for City Facilities.

Founded in 1912, USSI cleans over 30 million square feet each day. We understand the complexity involved in managing janitorial operations over multiple locations, delivering varying levels of cleaning frequencies and work schedules. Our experience in managing over 600 locations, with different client needs, across the state of Florida is a testimony to this fact. We currently clean facilities for City of Doral, and we are very familiar with the requirements and expectations for this project.

The following people are authorized to make representations for USSI:

RFP Contact: Danna Hewick

Vice President

4340 East West Hwy. #204 Bethesda, MD 20814 Phone: (202) 824-7440

Email: dannah@ussiclean.com

Contract Manager: Viviana Bernal

General Manager

11220 Metro Parkway, Suite 17

Fort Myers, FL 33966 Phone: (239) 470-0020

Email: vivianab@ussiclean.com

Our proposal and all required materials are included in this document.

Sincerely.

Stephanie D. Nester CFO/ Corporate Secretary 4340 East-West Hwy, suite 204

Stephanie Mote

Bethesda MD 20814

Email: <a href="mailto:stephanien@ussiclean.com">stephanien@ussiclean.com</a>





North American Specialty Insurance Company Washington International Insurance Company 1200 Main Street, Suite 800 Kansas City, MO 64105 Phone: 603-644-6600

Date: January 27, 2020

City of Doral 8401 NW 53<sup>rd</sup> Terrace Doral, FL 33166

RE: USSI, RFP No. 2019-47 - Custodial Services for City Facilities

To Whom it May Concern:

USSI has been a contract surety account with North American Specialty Insurance Company (NAS Surety Group) since 2017. During that time we have entertained license bonds, bid bonds, performance and payment bonds for this account. NAS Surety Group would consider single jobs up to \$1,000,000 and a total work program of \$5,000,000 subject to our usual and customary underwriting considerations.

NAS Surety Group is an "A+" AM Best rated company and is listed on the U.S. Treasury Department's Listing of Approved Sureties (Circular 570). NAS Surety would consider contract bonds on a case by case basis subject to our usual and customary underwriting considerations, acceptable contract documents and funding verification. Any final decision to provide bonds is strictly between the surety and USSI and not subject to third party review.

Sincerely,

NAS SURETY GROUP

Jessica Bentley Attorney in-Fact

1

#### SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY WASHINGTON INTERIOR TO THE WASHINGTON WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance

	JOINTLY OR SEVERALLY
obligatory in the nature of a bond on behalf of e law, regulation, contract or otherwise, provided	s, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by that no bond or undertaking or contract or suretyship executed under this authority shall exceed the
amount of:	FIFTY MILLION (\$50,000,000.00) DOLLARS
Directors of North American Specialty Insurance	igned by facsimile under and by the authority of the following Resolutions adopted by the Boards of ce Company and Washington International Insurance Company at meetings duly called and held reporation by written consent of its Executive Committee dated July 18, 2011.
the Secretary or any Assistant Secretary be, and in the given Power of Attorney to execute on be	nt, any Senior Vice President, any Vice President, any Assistant Vice President, if each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney name chalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them if any such Power of Attorney and to attach therein the seal of the Company; and it is
FURTHER RESOLVED, that the signature	the of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be d in the future with regard to any bond, undertaking or contract of surety to which it is attached."
SEAL OF SEAL O	By Steven F. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation  By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Seaior Vice President of North American Specialty Insurance Company & Senior Vice President of Washington International Insurance Company
Insurance Corporation have caused their officia	an Specialty Insurance Company, Washington International Insurance Company and Westport at seals to be hereunto affixed, and these presents to be signed by their authorized officers this 20
	North American Specialty Insurance Company
	Washington International Insurance Company
State of Illinois County of Cook ss:	Westport Insurance Corporation
On this 8th day of October , 20 19, be	efore me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of
Washington International Insurance Company a Westport Insurance Corporation and Michael /	and Senior Vice President of North American Specialty Insurance Company and Senior Vice President A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice Presiden
of North American Specialty Insurance Compa	any and Senior Vice President of Westport Insurance Corporation, personally known to me, who
	ney signed the above Power of Attorney as officers of and acknowledged said instrument to be the panies.
	Notary Public - State of Illinois My Comensiston Expires 1204/2021  M. Kenny, Notary Public
International Insurance Company and Westport Power of Attorney given by said North Americ Corporation which is still in full force and effec	
IN WITNESS WHEREOF, I have set my hand	and affixed the seals of the Companies this 27th day of January , 20 20 .

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## **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.

## **RESOLUTION No. 20-62**

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDING 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:

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

<u>Section 2.</u> 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.

Res. No. 20-62 Page 3 of 3

<u>Section 4.</u> <u>Implementation.</u> 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.

<u>Section 5.</u> <u>Effective Date.</u> 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