



March 16, 2020

Albert P. Childress
City Manager

Kevin McCann
President
American Facility Services, Inc.
1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004

Ref: Renewal of Contract – American Facility Services, Inc. for Custodial Services

Dear Mr. McCann:

Please allow this letter to serve as notice that the City of Doral (the "City") is exercising its option to renew the agreement with American Facility Services, Inc. for the provision of providing janitorial services (the "Agreement") for a period of one (1) year through April 24, 2021 (the "Renewal Term"). The terms of the Agreement will continue in full force and effect through the Renewal term.

Please kindly acknowledge receipt of this notice by signing in the corresponding area below and returning an original copy to my office at your earliest possible convenience.

On behalf of the City, please accept my sincerest gratitude for the services you have provided the City. It is fully recognized 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 community. If you have any questions, please do not hesitate to contact me.

Sincerely,

Albert P. Childress
City Manager

Acknowledgement: Having received, read, and understood the terms of this notice, I, intending to bind American Facility Services, Inc., hereby execute this notice as of the date below.

American Facility Services, Inc.

Kevin McCann, President

3/23/20

Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL AND
AMERICAN FACILITY SERVICES, INC.
FOR
CUSTODIAL SERVICES AT PARK FACILITIES**

THIS AGREEMENT is made between **AMERICAN FACILITY SERVICES, INC.**, an active, for-profit Georgia Corporation, validly engaging business in the state of Florida (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

RECITALS

WHEREAS, the City of Doral (the "City") issued Invitation to Bid ("ITB") # 2017-29 on September 27, 2017 for the provision of providing janitorial services at various City Parks ; and

WHEREAS, Five (5) submittals were received and opened on November 13th, 2017, with all firms meeting the required criteria based on review by the Procurement Division; and

WHEREAS, based on the review by the Procurement Division of the submittals received, American Facility Services, Inc. was found to be the lowest most responsible and responsive bidder; and

WHEREAS, during the February 13th, 2018 Council Meeting, the City Council of the City of Doral approved Resolution # 18-24 approving the award of ITB# 2017-29 and authorizing the City Manager to enter into an agreement with American Facility Services, Inc.

AGREEMENT

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

1. **Scope of Services/Deliverables.**
 - 1.1 The Provider shall furnish professional services for the provision of providing custodial services as described in Exhibit A attached hereto and made part of this agreement at city parks.
 - 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.
2. **Term/Commencement Date.**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for one (1) year from the date of execution of Agreement, 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 three (3) additional one (1) year periods. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included with this original Agreement. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. Compensation and Payment.

- 3.1 The Provider shall be compensated in the following manner:

On a service by service basis not to exceed the unit pricing for services as submitted by the Provider in their bid proposal which is herein attached to this agreement as Exhibit "B" regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

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

- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the 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.

4. Sub-Providers.

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

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

5. **City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other 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).

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 or within one year from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the 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 Contractor shall abide by the terms of the ITB to the extent not in conflict with this Agreement, including, without limitation, any and all requirements pertaining to the personnel provided by Contractor to provide the Services contemplated herein.

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 for any reason. Cause shall not be defined as a failure on the part of Provider to: follow the reasonable Project 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 Project, whichever is less; and/or abide by local, state, and federal laws and regulations in performance of the duties provided herein.

8.2 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.

8.3 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The 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, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

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

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

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

12. Indemnification.

12.1 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 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. 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 performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

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

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the 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: Edward Rojas
 City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.

City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Provider: American Facility Services, Inc.
1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004

14. **Governing Law.**

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

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

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

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

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

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16.4 In addition to other contract requirements provided by law, 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.

17. **Nonassignability.**

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

20. Representations and Warranties of Provider.

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

20.1.1 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;

20.1.2 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;

20.1.3 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

20.1.4 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.

22. Non-collusion.

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

23. Truth in Negotiating Certificate.

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

24. **Waiver**

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

25. **Survival of Provisions**

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

26. **Prohibition of Contingency Fees.**

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

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts 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, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town 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.

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


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

Attest:

CITY OF DORAL



Connie Diaz, City Clerk

By:  _____
Edward Rojas, City Manager
Date: 4.24.18

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



Weiss Serota, Helfman, Cole, & Bierman, PL
City Attorney

AMERICAN FACILITY SERVICES, INC.

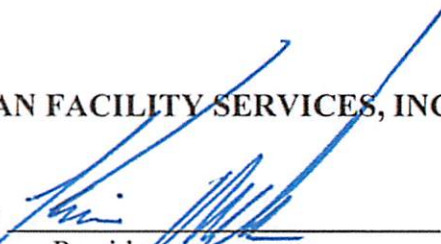
By:  _____
Its: President
Date: 4/18/2018

Exhibit "A"

Scope of Services

Exhibit "A" – Scope of Services

3.1 SCOPE OF SERVICES

This agreement encompasses the services described herein for the maintenance of City Parks & Recreation Department facilities. Any and all products utilized throughout the facility in the performance of successful Contractor'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 City and shall be replaced by other approved product(s) when required.

3.2 SUPPLIES, MATERIALS, EQUIPMENT AND PROGRAM

The Contractor shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, and other equipment necessary for satisfactory completion of all the services as specified in this ITB. All products utilized throughout the facility in the performance of successful Contractor'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 City and shall be replaced by other approved product(s) when required.

The Contractor 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. It may require a change of designated item(s) that are deemed by the City as unsafe or which may create an uncomfortable environment and or service to City employees or patrons.

3.3 TEST AND INSPECTIONS

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

The right of inspection herein provided is intended solely for the benefit of the City. Neither

the right of inspection nor the any failure to draw attention to or point out such defects, errors or variations shall give the Contractor any right or claim against the City or shall in any way relieve the Contractor 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 Contractor shall, without cost to the City forthwith, remedy such non-conformance in a manner to comply with the Contract.

The contractor shall at all times make available to the City 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 Contractor's performance of the services.

3.3 PRODUCT SUBSTITUTES

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

3.4 PERFORMANCE

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

3.5 QUALITY OF WORK

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

3.6 PERSONNEL

Contractor 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 Contractor.

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

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

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

3.7 BACKGORUND INVESTIGATION

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

3.8 EMPLOYEE IDENTIFICATION/MONITORING OF WORK

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

3.9 APPAREL

Successful Contractor's employees shall wear appropriate clothing at all times to include shirts / uniforms with the successful Contractor's logo affixed. Shoes (footwear which fully

covers and protects the entire foot) shall be worn at all times as well. Shorts, torn and/or dirty clothing, cut-off t-shirts, and the like, along with clothing with unacceptable verbiage as determined by the Contract Administrator, shall not be worn.

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

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

3.8 MINIMUM WORK

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

3.9 SUPERVISION

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

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

3.10 EMERGENCY/DISASTER PERFORMANCE

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

3.11 ADDITION/DELETION OF FACILITIES/ITEMS

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

3.12 AUTHORIZATION TO PERFORM WORK OUTSIDE OF SPECIFICATIONS

A company official or authorized agent shall advise the City 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 City. Upon completion of work, which is performed on a monthly, quarterly, semiannual, or annual basis, this information shall be recorded in the Log.

3.13 LEGAL HOLIDAYS

Legal Holidays, when most City buildings will be closed to the public, are as follows:

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

*Dates as indicated shall not be considered legal holidays for Successful Contractor unless

stated otherwise, a full staff is required at all buildings.

3.14 SUPERVISION

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

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

3.15 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 City, will be available to meet with the City, 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 City, the Contractor's owner or designee will be available to meet with the City to discuss any special problems or concerns. This individual will be available within one (1) working day upon notification.

- 3.16 REPORTING DAMAGES CAUSED BY THE SUCCESSFUL CONTRACTOR**
Any damage caused by the successful Contractor shall be reported to the City either in person or in writing. Successful Contractor 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.
- 3.17 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.
- 3.18 WATER EXTRACTION**
The successful Contractor shall provide emergency/routine water extracting capability. Successful Contractor shall keep on-site at all times extraction machines (not less than one) capable of displacing/picking up large quantities of fluids in a timely manner and also have on hand high velocity blowers (not less than two) for the purpose of drying out carpeting. Successful Contractor shall ensure that all janitorial personnel are well-versed in the safe and efficient operation of all ex traction/blower equipment.
- 3.19 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 City.
- 3.20 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 City. This inventory shall be utilized to verify equipment leaving the facility(s) for whatever reasons, including such times as the contract is terminated.
- 3.21 INVENTORY OF EQUIPMENT**
The Contractor shall maintain all equipment off-site.
- 3.22 STORAGE AREAS**
The Contractor shall not utilize any storage areas at City facilities without written approval by the Contractor Administrator.

3.23 SCAVENGING

Scavenging by any of the Contractor's personnel is prohibited and the City may require removal from employment within his/her assigned facility, any employee who scavenges.

3.24 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. Contractor(s) shall be aware of the possible loss of business due to the Contractor being unavailable.

3.25 FREQUENCY OF SERVICE

The Contractor will provide the City with evening Daytime hours shall be denoted as those hours between 7:00 a.m. to 3:00 p.m. Nighttime hours shall be denoted as those hours between 3:00 p.m. to 11:00 p.m. Janitorial personnel will not be required to work all holidays observed by the City.

SCOPE OF SERVICES FREQUENCIES

MORGAN LEVY PARK			
	Unit	Frequency	Year Cost
<i>Restroom</i>			
Deep Clean	\$ 75.00	6	\$ 450.00
<i>Lobby and Hallway</i>			
Deep Clean Tile & Grout	\$ 125.00	9	\$ 1,125.00
<i>Offices, Concession, Multi-purpose Rooms and Corridors</i>			
Machine Scrub and Polish VCT Floors	\$ 125.00	9	\$ 1,125.00
Strip, Refinish, and Polish VCT Floors	\$ 275.00	3	\$ 825.00
<i>Misc. Services</i>			
Clean upholstered furniture.	\$ 66.00	6	\$ 396.00
Clean room partitions.	\$ 150.00	2	\$ 300.00

DORAL MEADOW PARK

Restroom			
Deep Clean	\$ 75.00	6	\$ 450.00

Offices, Concession, Multi-purpose Rooms and Corridors			
Machine Scrub and Polish VCT Floors	\$ 175.00	9	\$ 1,575.00
Strip, Refinish, and Polish VCT Floors	\$ 275.00	3	\$ 825.00

DORAL CENTRAL PARK

Restroom			
Deep Clean	\$ 125.00	4	\$ 500.00

TRAILS AND TAILS PARK

Restroom			
Deep Clean	\$ 125.00	6	\$ 750.00

DORAL LEGACY PARK

Restroom			
Deep Clean	\$ 197.50	6	\$ 1,185.00

Common Areas			
Seal Concrete Floors	\$ 575.00	1	\$ 575.00

Entrance, Exit, Room 102, 103, 104, 110, 204, 205 (Carpet Tile)			
Clean and restore - Moisture encapsulation/absorbent compound alternative.	\$ 125.00	12	\$ 1,500.00
Deep Clean - Hot Water Extraction	\$ 150.00	4	\$ 600.00

Breakroom Room 203 (Porcelain Tile)			
Deep Clean Tile & Grout	\$ 76.30	3	\$ 228.90

Room 123			
Automatic Scrubber and Floor Finish (Gloss)	\$ 200.00	9	\$ 1,800.00
Seal LVT Floors	\$ 475.00	2	\$ 950.00

Room 210, 211, 212			
Automatic Scrubber and Floor Finish (Gloss)	\$ 418.00	9	\$ 3,762.00

Seal LVT Floors	\$ 400.00	2	\$ 800.00
Misc. Services			
Clean upholstered furniture.	\$ 225.00	3	\$ 675.00
Clean Room Partitions	\$ 150.00	2	\$ 300.00
2nd Floor Exterior Windows.	\$ 685.00	2	\$ 1,370.00
Dust Gym Rafters	\$ 685.00	1	\$ 685.00

3.26 ACCEPTANCE OF COMPLETED WORK

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

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

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

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

Upon failure to complete any task(s) in accordance with the specifications and to the satisfaction of the City within the time stated, the Contractor 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 Contractor under this agreement or to invoice the Contractor for such charges if the cost incurred exceed the amount due to the Contractor.

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

3.28 PROCESSING OF APPLICATION FOR PAYMENT

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

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

3.29 SAFETY AND PROTECTION

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

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

3.29.2 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.

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

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

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

3.29.6 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,

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

3.30 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.

3.31 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.

Exhibit "B"

American Facility Services Bid Proposal

RESOLUTION No. 18-24

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2017-29, "PARK WIDE JANITORIAL SERVICES," TO AMERICAN FACILITY SERVICES, INC., THE LOWEST, MOST RESPONSIBLE AND RESPONSIVE BIDDER; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH AMERICAN FACILITY SERVICES, INC. FOR THE PROVISION OF JANITORIAL SERVICES AT CITY PARKS FOR AN ANNUAL AMOUNT NOT TO EXCEED \$36,637.92 FOR AN INITIAL PERIOD OF ONE (1) YEAR WITH THE OPTION TO RENEW THE AGREEMENT FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT LOWEST BIDDER SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED WITH THE TOP BIDDER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Invitation to Bid # 2017-29, "Park Wide Janitorial Services" ("ITB"), on September 27, 2017 for the provision of janitorial services at various City Parks; and

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

WHEREAS, Five (5) submittals were received and opened on November 13th, 2017, with all firms meeting the required criteria based on review by the Procurement Division; and

WHEREAS, based on the review by the Procurement Division of the submittals received, American Facility Services, Inc. was found to be the lowest most responsible and responsive bidder; and

WHEREAS, staff recommends the City Council award the ITB to American Facility Services, Inc. and authorize the City Manager to negotiate and enter into an agreement

with American Facility Services, Inc. for the provision of janitorial services at City Parks for a period of one (1) year with an option to renew the agreement for three (3) additional one (1) year periods for an annual amount not to exceed \$36,637.92. Funding for this service will come from the Parks & Recreation Account #001.90005.500340; and

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

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

Section 2. Award. The ITB is awarded to American Facility Services, Inc. for the provision of janitorial services at City Parks. This award, in and of itself, does not vest American Facility Services, Inc. with any rights, absent entering into an agreement with the City.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into an agreement with American Facility Services, Inc. for the provision of janitorial services at City Parks for a period of one (1) year with the option to renew the agreement for three (3) additional one (1) year periods for an annual amount not to exceed \$36,637.92, and to expend budgeted funds in furtherance hereof. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interests of the City.

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

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

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 13 day of February, 2018.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



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