# PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL

AND SFM Services

**FOR** 

#### ITB 2020-09 Street Sweeping Services Program

THIS AGREEMENT is made between SFM Services, an active, for-profit Florida corporation, (hereinafter the "Provider"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee to PROVIDE STREET SWEEPING SERVICES FOR THE CITY OF DORAL ALONG THE CITY RIGHT-OF-WAY (the "Project"); and

WHEREAS, the Project would commence upon approval of the agreement at the July 22, 2020 City Council Meeting and the Project would be completed within the contract period of two initial two (2) year periods with the option to renew for an additional three (3) one-year periods; and

WHEREAS, the City Council approved staff's recommendation during its July 22, 2020 Regular Council Meeting via Resolution No. 20-140 and authorized the City Manager to enter into an agreement on behalf of the City with SFM Services.

WHEREAS, the Provider and City, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of services.

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

# 1. Scope of Services/Deliverables.

- 1.1 The Provider shall furnish professional services to the City as set forth in the Scope of Services, attached hereto as **Exhibit "A"**, which is incorporated herein and made a 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.

#### 2. Term/Commencement Date.

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through the initial two (2) year contract time, unless earlier terminated in accordance with Paragraph 8. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider. The City Manager may extend the term of this Agreement by written notice to the Consultant.

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 Schedule, unless extended by the City Manager.

#### 3. Compensation and Payment.

- 3.1 The Provider shall be compensated in the following manner:
  - 3.1.1 The Public Works Director or his designated representative must approve the work and related costs prior to the commencement of work by the issuance of a Work Order. The City will determine if the completed work is acceptable.
  - 3.1.2 If the work does not meet the City requirements, SFM Services 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.
  - 3.1.3 Upon satisfactory completion of specified and authorized work as determined by the sole discretion of the City, SFM Services shall invoice the City the fees associated with the work in accordance with the fees specified in Exhibit "A". Any services or equipment not specified in Exhibit "A" shall be treated as a change order and must be approved in writing by the City prior to commencement of the work.
  - 3.1.4 SFM Services shall invoice the City by the first Friday of each month the completed Application for Payment for the previous period. If the City Manager in his/her sole discretion determines that the work has been performed according to the job specifications, the City shall pay such invoice within thirty (30) days.
  - 3.1.5 SFM Services invoice shall include a complete breakdown of the work order components, the quantities of material used and installed, and the amount due and other supporting documentation as may be required by the Contract documents or the City for approval.
  - 3.1.6 SFM Services agrees to charge the City a monthly fee reflected under Exhibit "A" for the Canal Bank Geo-Web Stabilization Services.
- 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 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 sub-providers and shall maintain responsibility for all work related to the Service.
- 4.2 Any sub-providers used on the Service must have the prior written approval of the City Manager or his designee.

# 5. **Provider's Responsibilities.**

5.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Service as is ordinarily provided by the provider under similar circumstances. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

# 6. **Conflict of Interest.**

6.1 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.

#### 7. Termination.

- 7.1 The City Manager for any reason may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause, with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Provider fails to cure within five (5) days of receiving notice from the City of such breach; a failure on the part of Provider to adhere to the City's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of Provider that constitutes a violation of Federal, State, County, or City Law.
- 7.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the project.
- 7.3 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 7.4.
- 7.4 The Provider shall transfer all books, records, reports, working drafts, documents, 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.

7.5 If the Provider wishes to terminate this Agreement, it must provide the City with sixty (60) days written notice. Failure to provide the City with such days written notice may result in the Provider being unable to do business with the City in the future.

## 8. Insurance.

- 8.1 The Provider shall secure and maintain throughout the duration of this Agreement professional liability, medical and/or commercial insurance of such type and in such amounts as required by Exhibit "B". 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.
- 8.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. 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. Nondiscrimination.

9.1 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

# 10. Attorneys' Fees and Waiver of Jury Trial.

- 10.1 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.
- 10.2 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.

#### 11. Indemnification.

11.1 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 contracts 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.

- 11.2 The provisions of this section shall survive termination of this Agreement.
- 11.3 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.

## 12. Notices/Authorized Representatives.

12.1 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 53<sup>rd</sup> Terrace Doral, Florida 33166

With a Copy to:

Luis Figueredo, ESQ.

City Attorney

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

For the Provider:

Christian Infante

President

SFM Services, Inc. 9700 NW 79 Avenue Hialeah Gardens, Fl 33016

#### 13. Governing Law.

13.1 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.

## 14. Entire Agreement/Modification/Amendment.

- 14.1 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.
- 14.2 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.

# 15. Ownership and Access to Records and Audits.

- 15.1 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.
- 15.2 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.
- 15.3 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. Nonassignability.

16.1 This Agreement shall not be assignable by Provider. 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.

#### 17. Severability.

17.1 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, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

# 18. Independent Contractor.

18.1 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.

18.2 The Provider agrees that it will not take any Federal tax position inconsistent with it being a service provider.

#### 19. Compliance with Laws.

19.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Service.

#### 20. Waiver

20.1 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.

#### 21. Survival of Provisions

21.1 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.

#### 22. Prohibition of Contingency Fees.

22.1 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.

#### 23. **Counterparts**

23.1 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.

# 24. Interpretation.

24.1 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.

24.2 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.

## 25. Discretion of City Manager.

25.1 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.

## 26. Third Party Beneficiary

26.1 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.

## 27. No Estoppel

27.1 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.

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 Provider by and through its <a href="Principal">Principal</a>, whose representative has been duly authorized to execute same.

Attest:

Connie Diaz City Clerk CITY OF DORAL

By.

Albert P. Childress City Manager

Date:

2020

Approved As To Form and Legal Sufficiency for the Use

And Reliance of the City of Doral Only:

PROVIDER

Ву:

7-27-20

Luis Figueredo, ESQ.



# Proposal for City of Doral ITB No.: 2020-09 Street Sweeping Program Maintenance Services







Submitted by: Christian Infante, President SFM Services, Inc. 9700 NW 79<sup>th</sup> Avenue Hialeah Gardens, FL 33016

Ph.: 305.525.9442

E-mail: cinfante@sfmservices.com Wednesday, June 3<sup>rd</sup>, 2020

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# 1. Letter of Intent

Wednesday, June 3, 2020

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

Dear Members of the Evaluation Committee:

SFM Services, Inc. appreciates the opportunity to submit a proposal in response to RFP 2020-09 "Street Sweeping Program Maintenance Services". **SFM has proudly performed street sweeping services for the City of Doral since 2008.** Enclosed you will find information on our firm that will demonstrate why we are still the right choice for the City of Doral.

We are proud of our client retention:

- ★ Town of Cutler Bay since 2009
- ★ Town of Miami Lakes since 2003
- ★ City of Miami Springs since 2002
- ★ City of Coral Gables since 2004

SFM Services, Inc., is a local, family-owned and operated business incorporated in the State of Florida since January 9th, 1987. Our office is locally headquartered in Miami-Dade County; approximately 10 minutes away from the City of Doral. SFM is a one-stop shop for municipalities and businesses to outsource the necessary services to maintain a clean and safe environment for its residents and business community. SFM is part of the American Traffic Safety Services Association for Safer Roads and is also FDOT pre-qualified.

SFM understands the City's expectations for street sweeping services and is fully committed to maintaining all City roads clean and free of debris as outlined in the scope of services. We look forward to a continued partnership with the City of Doral. If you have any questions regarding this proposal, you may contact me directly at (305) 525-9442 or email <a href="mailto:cinfante@sfmservices.com">cinfante@sfmservices.com</a>.

Respectfully Submitted,

Christian Infante

Christian Infante President





# 2. Firm Qualifications

*Our History...*For more than 40 years, the eyes of the world were set on Miami's Orange Bowl Stadium. The manicured lawns and impeccably clean venue set the spotlight for some of the cities' most memorable events. Since 1972, the company responsible for keeping the facility looking its best, was SFM Services, Inc. Although the Orange Bowl closed its doors in 2007, SFM Services continues its mission of making South Florida's most notable locations look their best.



Years Serviced: 1972 to 2007

SFM is one of South Florida's largest and most reputable janitorial service companies with a proven verifiable track record. Having serviced over 18 municipalities and many large commercial properties, our company has the vast experience, talent, and practices of a large firm, but the service and area knowledge of a local company dedicated to its client and client needs.

As previously mentioned, SFM is a local, family-owned, and operated business incorporated in the State of Florida since January 9<sup>th</sup>, 1987. Our facility has approximately 9,000 square feet of office space, 15,000 square feet of warehouse space, and close to 3 acres of land. That, plus access to the latest equipment and a fleet of over 100 vehicles sets us apart from the rest.

# **SFM Janitorial**

SFM Janitorial is a leader in janitorial services for some of South Florida's most prominent medical, government and educational buildings and institutions. We handle everything from street sweeping, to office and healthcare facility cleaning, to large public venue cleanup. Our unique blend of services sets us apart from the rest.

Our associates are part of the South Florida community and work hard to leave a minimal carbon footprint to help protect the environment. SFM uses eco-friendly chemicals that are Green Seal Certified. Our associates also undergo extensive training in green cleaning procedures.

SFM maintains
thirty-four (33)
medical
facilities in
Miami-Dade &
Broward
County





SFM Services has well over 15 years of experience providing Street Sweeping Services to entire cities throughout South Florida. We have an efficient team of sweepers that understand the specific needs of our client's business and industry. Aside from maintaining the beautiful clean appearance of the City's streets, our street sweeping services helps to remove dirt and debris from the streets that would otherwise end up in storm drain systems.



Our sweeping techniques reduce the amount of toxic pollutants from reaching the water systems through storm water runoff. Unsightly litter is removed, which inhibits people from carelessly throwing out trash from their vehicles and helps maintain the cleanliness.

# **Benefits of Hiring SFM Services:**

- ✓ SFM understands the City's expectations
- ✓ Over 750 employees in Miami-Dade County
- ✓ SFM ownership is directly involved
- ✓ SFM headquarters is approx. 10 minutes away from the City of Doral
- ✓ Owns large fleet of street sweepers
- ✓ MOT Certified
- ✓ FDOT pre-qualified
- ✓ Robust Safety & Risk Management Program
- ✓ Equipped for Hurricane Clean Up
- ✓ Experience cleaning up after large crowds

# **The Right Choice**

SFM has the experience, personnel, equipment, and resources to not only meet, but exceed target goals. We enforce a drug free policy, all employees are bonded, and go through a criminal background check. We are a local-certified minority owned and operated company and we are confident that we are the right choice to service the City of Doral.





# 3. Key Personnel

SFM's team is composed of highly motivated, trained, and experienced personnel. the SFM team has the following certifications and credentials:

- ✓ Certified Arborists
- ✓ M.O.T. (Maintenance of Traffic) Certified
- ✓ Licensed in Clearing & Grubbing
- ✓ Licensed Herbicide Applicators
- ✓ Horticultural Certifications
- ✓ Tree Trimmer Licensed









# SFM Services, Inc. Ownership



**Jose M. Infante**, Founder and Vice President of SFM Services, Inc., has over forty-five (45) years of experience in the janitorial and landscape industry. He is an ISA certified arborist and FNGLA Landscape Maintenance Technician. Mr. Infante is qualified and experienced in all aspects of janitorial and landscape services. He currently oversees the finances of the firm.



Christian Infante, President has over twenty (20) years of experience in landscape management & irrigation. Mr. Infante has a bachelor's degree in Business Marketing & Management from Florida International University (FIU), Mr. Infante has earned a portfolio of certifications. He is an ISA Certified Arborist and holds a certification in Horticulture and M.O.T. traffic control. Mr. Infante is directly involved in all contract negotiations and business development as well as all phases of SFM Service's projects. He is also in charge of all emergency/ disaster recovery operations.







**Pascale Lopez, Janitorial Manager.** Mrs. Lopez oversees all janitorial operations for SFM including planning, coordinating, and executing operational projects. She is an ISSA CITS certified master cleaner. She has a thorough knowledge of modern practices, techniques, tools used in janitorial work. Ms. Lopez has a remarkable ability to direct, supervise and train subordinates and a strong ability to detect, analyze and take appropriate action to correct maintenance problems. She has helped hospitals prepare for JCAHO and AHCA inspections.



Joe Pinon, Director of Human Recourses. Mr. Pinon oversees all aspects concerning Human Resources including Recruiting, Employee Drug Testing, Employee Criminal Background Checks, Social Security Verification, and Payroll Compliance. Mr. Pinon is also SFM's Risk Manager and head of our Safety Committee Organization. Mr. Pinon is a certified instructor in OSHA trainings and administers education and training material to all managers, supervisors, and workers. Employees with any work-related issues or accidents report to Joe routinely.



Alirio Alcala, Fleet Manager. Mr. Alcala plans, directs, and coordinates the operation of SFM's entire fleet of over 100 vehicles and equipment. Some of his duties are: Preventive Maintenance to Equipment, Vehicles, Fuel Control & Management, & GPS Tracking Management.



Lazaro Diaz, Controller. Mr. Diaz is a licensed Certified Public Accountant with 14 years of business and accounting experience. He began his career with Deloitte & Touche, LLP, a global professional services firm, where he served as the practice manager for the health and life sciences industry group. Mr. Diaz is directly responsible for all accounting and finance functions inclusive of revenue cycle management, cost accounting, treasury, and financial reporting.



Vanezza Rivera, Administrative Assistant. Ms. Rivera provides corporate assistance to Senior Officers at SFM. She is directly involved in all government contracting opportunities, manages subcontract agreements, and is involved in all aspects of SFM's insurance portfolio and risk management. She is responsible for researching, identifying, and contacting potential resources for disaster recovery services. In 2017 post Hurricane Irma, Ms. Rivera coordinated up to 35 individual subcontractors and had over 250 debris hauling trucks in circulation daily throughout Miami-Dade County. Ms. Rivera is a bonded/ licensed Notary Public for the State of Florida.





# 4. References



Town of Cutler Bay Yenier Vega 305.234.4262

Contract Period: 2014 to Present



City of Doral Carlos Arroyo 305.593.6740

Contract Period: 2006 to Present



City of Miami Springs Tom Nash, Public Works 305.805.5170

Contract Period: 2004 to Present



FDOT District 4 Chi-yu Sheu, Inspector 954.958.7634

Contract Period: 2011 to Present



Town of Miami Lakes Tony Lopez, Town Manager 305.364.6100

Contract Period: 2012 to Present

> ADDITIONAL REFERENCES ARE AVAILABLE UPON REQUEST.







Carlos Arroyo

Assistant Public Works Director/Chief of Construction March 19, 2019

SFM Services, Inc. 9700 NW 79 Avenue Hialeah Gardens, FL 33016

Ref: City of Doral Letter of Reference

Dear Mr. Infante,

SFM Services, Inc. has performed Street Sweeping Services for the City of Doral since 2008. The services that we have received as of today meet the expectations of our residents and staff. 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. The City wishes to thank you and your team for the services you have provided since 2008 and we look forward to our continuous partnership.

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

Sincerely,

Carlos Arroyo

Assistant Public Works Director/Chief of Construction







March 25, 2019

Subject: Reference Letter for SFM Services, Inc.

To Whom It May Concern,

Please accept this letter of reference for SFM Services, Inc. This contractor has been a valued vendor for the City of Lauderdale Lakes, FL for more than five years and has performed in an excellent manner. Services provided by SFM Services, Inc. included bus shelter litter control, which was valued at approximately \$23,000 annually and street sweeping, valued at \$17,460 annually.

In addition, the contractor provided great customer service and worked well with City staff.

If you have any questions, please feel free to contact Bobbi Williams, Purchasing Agent at 954-535-2816 or <a href="mailto:bobbiw@lauderdalelakes.org">bobbiw@lauderdalelakes.org</a> or Vince Richmond, Stormwater Administrator at 954-535-2815 or <a href="mailto:vincentr@lauderdalelakes.org">vincentr@lauderdalelakes.org</a>.

Respectfully,

Bobbi J. Williams, MPA Purchasing Agent

Lauderdale Lakes

4300 Northwest 36th Street, Lauderdale Lakes, FL 33319 • 954.535.2700 • www.lauderdalelakes.org







Office of the City Manager

W. Ajibola Balogun City Manager

March 20, 2019

Christian Infante, President SFM Services, Inc. 9700 NW 79<sup>th</sup> Avenue Hialeah, FL 33016

RE: City of West Park - Street Sweeping

Dear Christian:

Please allow me this opportunity to thank you for the high quality service SFM Services, Inc. has been providing to the City of West Park. In 2016, the City piggy-backed off of the contract from the Town of Cutler Bay's RFP #14-01 for Municipal Street Sweeper Services. Since that time, the City has received consistent complements from residents and business along the areas that are being swept by employees.

The street sweeping services allow us to adhere to federal and state regulations (National Pollutant Discharge Elimination System). In addition, your work performance has assisted with the removal of slum and blight, which helps to enhance the quality of life for the members of our community. Your team has thus far been successful in completing the scope of work for our City.

Needless to say, we are very appreciative of the level of service that you have been providing us. If you should have any questions, feel free to contact me via email at <a href="mailto:caubrun@cityofwestpark.org">caubrun@cityofwestpark.org</a> or phone 954-989-2688 ext. 211.

Thank you.

//. //

Carol M. Aubrun

Programs & Services Manager

Cc: W. Ajibola Balogun, City Manager

1965 South State Road 7 West Park, FL 33023 ♦ Phone 954-989-2688 ♦ Fax 954-989-2684 www.cityofwestpark.org





# 5. Pricing & Bid Forms



# City of Doral ITB No. 2020-09 Street Sweeping Program Addendum No. 4

See attached the same Pricing Sheet as provided in Addendum No.3, no changes made on the Pricing Sheet.

NOTE: A duration of 5 years of service was considered when calculating "MILES" quantity total.

Item	Description	Miles	Unit Price	Total Cost
1	Linear miles of Curb Lane	34,485.09	\$ 20.55	\$ 708,668.60
2	Linear miles of Non-curb lanes	7,188.07	\$ 19.75	\$ 141,964.38

NOTE: The below items are on an as needed basis

Item	Description	Square Feet	Unit Price	Total Cost
	Police Department Parking Lot			
1	(Per Sq. Ft.)	103,000	\$ 0.0005	\$ 51.50
2	Training Facility (Per Sq. Ft.)	79,000	\$ 0.0005	\$ 39.50
3	Doral Central Park	79,600	\$ 0.0005	\$ 39.80
4	Morgan Levy Park	71,400	\$ 0.0005	\$ 35.70
5	Doral Veterans Park	10,150	\$ 0.0005	\$ 5.08
6	Doral Meadows	58,800	\$ 0.0005	\$ 29.40
7	Trails & Tails Park	37,700	\$ 0.0005	\$ 18.85
8	Doral Glades	36,000	\$ 0.0005	\$18.00
9	Legacy Park	95,700	\$ 0.0005	\$ 47.85

For Frequency please refer to Exhibit B "Street Sweeping Log Master"

BID TOTAL \$ 850,918.66

<u>Eight hundred fifty thousand nine hundred eighteen dollars and sixty six cents</u> Dollars (Written Total Base Bid Price)

2

May 27, 2020

ITB No. 2020-09 Addendum No.4







# City of Doral

# ITB No. 2020-09

# Street Sweeping Program Addendum No. 4

- Respondent agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
- 5. Communications concerning this Proposal shall be addressed to:

Bidder:	SFM Services, Inc.
Address:	9700 NW 79 Ave.
	Hialeah Gardens, FL 33016
Telephone	305.818.2424
Attention:	Christian Infante

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



ITB No. 2020-09

Addendum No.4



3

#### THIS PROPOSAL IS SUBMITTED TO:

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

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

 Addendum No.
 1
 Dated: 05/15/20

 Addendum No.
 2
 Dated: 05/21/20

 Addendum No.
 3
 Dated: 05/22/20

 Addendum No.
 4
 Dated: 05/27/20

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





25



Below are questions/ clarifications that were received regarding this project as well as the City's responses. This Addendum is and does become a part of the above-mentioned solicitation. This addendum is issued to modify the subject solicitation as follows:

#### **Addition to Section 3.2:**

**3.2.14** The Contractor is responsible for all Miami-Dade County permits required in order to sweep along County roads and all cost associated to the permit (Miami-Dade County General Hauler Permit). Also, the Contractor is responsible for the cost associated to the use of any Fire Hydrants Meters and approval must be obtained by Miami-Dade County.

- 1. It was mentioned at the pre-bid video conference the 2015 per mile rates were \$20 for curbed miles and \$17.50 for non curbed miles. Has the price per mile went up since 2015? What is the current price per mile?
  - When a contract is executed the prices are locked for the entire duration of the contract. For this bid, the contract is for a potential 5-year contract. Prices are \$20.90 for curved and \$18.50 with the current contract per ITB 2017-06.
- 2. If the apparent low bidder's price is more than the annual budget, will the budget be increased or will the amount of miles to be swept be lowered so that the budget is maintained?
  - The Public Works Department may only spend what was approved by the City Mayor and Councilmembers. Therefore, we must adjust the schedule in order to spend what was approved in the budget.
- 3. Is a crash cushion required for any roads on this bid?
  - A crash cushion is not required.
- 4. Can we place a dumpster or a dump truck in the City of Doral so that we can sweep more efficiently. It would be removed once we're done with the cycle?
  - As per the Public Works Director, a dumpster is not permitted to be stationed in the City in order to dump what was swept at that time. It must be disposed properly in a landfill facility.

1

ITB No. 2020-09 Addendum No. 1 May 15, 2020







Below are questions/ clarifications that were received regarding this project as well as the City's responses. This Addendum is and does become a part of the above-mentioned solicitation. This addendum is issued to modify the subject solicitation as follows:

# DUE DATE HAS BEEN EXTENDED TO MAY 26<sup>th</sup>, 2020 at 10:00 AM

Please see below updated pricing sheet with corrected quantities.

OF DO

ITB No. 2020-09 Addendum No. 2

**USFM** 

May 21, 2020

1



Below are questions/ clarifications that were received regarding this project as well as the City's responses. This Addendum is and does become a part of the above-mentioned solicitation. This addendum is issued to modify the subject solicitation as follows:

# DUE DATE HAS BEEN EXTENDED TO MAY 26<sup>th</sup>, 2020 at 10:00 AM

Please disregard quantities in addendum no.2, these are the FINAL corrected quantities.

OF DOOR

ITB No. 2020-09 Addendum No. 3



1

May 22, 2020



Below are questions/ clarifications that were received regarding this project as well as the City's responses. This Addendum is and does become a part of the above-mentioned solicitation. This addendum is issued to modify the subject solicitation as follows:

# DUE DATE HAS BEEN EXTENDED TO June 3<sup>rd</sup>, 2020 at 10:00 AM

The mileage that is being requested via Addendum No.3 is based off the total miles that would be swept over a 5-year period. Please see below calculations below:

Total miles to be swept every two weeks: 265.27 miles (Curb Lane)
Total miles to be swept every two weeks: 55.29 miles (Non-Curb Lane)

Total: 320.56 miles

Curbed Non-Curbed

6,897.02 1,437.61 Miles/Year 34,485.09 7,188.07 Miles/5-Year

Please keep in consideration the number of times the length must be swept based off the number of lanes within that segment as discussed during the Pre-Bid Meeting.

# Bid Due Date:

June 3<sup>rd</sup>, 2020 at 10:00 A.M. EST From your computer, tablet or smartphone https://global.gotomeeting.com/join/659807005 You can also dial in using your phone

United States: +1 (872) 240-3311 Access Code: 659-807-005

ITB No. 2020-09 Addendum No.4 1

May 27, 2020





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





# **STATEMENT**

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

SUBMITTED THIS DAY May	19th ,20 20 .///	
Person Authorized to sign Proposal:  —	Christian Infante President	(Signature) (Print Name) (Title)
Company Name: SFM Services  Company Address: 9700 NW 79	Avenue	
Hialean Garde	ens, FL 33016	
Phone: _305.818.2424		
Fax:305.818.3510		
Email: cinfnate@sfmservices.com		





# SECTION 5 FORMS / DELIVERABLES

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

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

## LIST OF ATTACHED FORMS:

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





# STATEMENT OF NO RESPONSE NOT APPLICABLE ITB No. 2020-09

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

COMPANY NAME:
ADDRESS:
TELEPHONE:
SIGNATURE:
DATE:
We, the undersigned have declined to submit a Bid on the above because of the following reasons:
Specifications/Scope of Work too "tight", i.e., geared toward brand or manufacturer only (explain below)
Insufficient time to respond We do not offer this product, service or an equivalent
Our schedule would not permit us to perform
Unable to meet bond requirements
Specifications unclear (explain below) Other (specify below)
REMARKS:





# BIDDER INFORMATION WORKSHEET ITB No. 2020-09

COMPANY/AGENCY/FIRM NA	ME: SFM Services, I	nc.
ADDRESS: 9700 NW 79	Ave. Hialeah Gardens, FL 3	33016
BUSINESS EMAIL ADDRESS: _i	nfo@sfmservices.com	PHONE No.: 305.818.2424
CONTACT PERSON & TITLE:	Christian Infante, Presid	lent
CONTACT EMAIL ADDRESS: _	cinfante@sfmservices.com	PHONE No.: 305.818.2424
BUSINESS HOURS: Mon - Fri 8 a	.m. to 5 p.m.	
BUSINESS LEGAL STATUS: (circle one	CORPORATION / PARTN	ERSHIP / JOINT VENTURE / LLC
BUSINESS IS A: (circle one) PARENT	/ SUBSIDIARY / OTHER	
DATE BUSINESS WAS ORGANIZED/	INCORPORATED: 01/09/1	987
ADDRESS OF OFFICE WHERE WORK (if different from address provided a same as above		
INDIVIDUALS(S) AUTHORIZED TO N	MAKE REPRESENTATIONS F	OR THE BIDDER:
Christian Infante	President	305.525.9442
(First, Last Name)	(Title)	(Contact Phone Number)
Jose Infante	Founder & V.P.	305.525.9441
(First, Last Name)	(Title)	(Contact Phone Number)
(First, Last Name)	(Title)	(Contact Phone Number)
CONTACT'S SIGNATURE:	DATE:	05/19/2020





# **BIDDER QUALIFICATION STATEMENT**

## ITB No. 2020-09

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

The following minimum experience is required for this project: As specified in Section 2.2

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

1.	Project Name/Location	Street Sweeping Services/ Cutler Bay, FL
	Owner Name	Town of Cutler Bay
	Contact Person	Yenier Vega
	Contact Telephone No.	305.234.4262
	Email Address:	YVega@cutlerbay-fl.gov
	Yearly Budget/Cost	Approx. \$29K
	Dates of Contract	From: <u>07/01/2014</u> To: <u>05/21/2020</u>
	Project Description	SFM removes debris from Streets and Avenues of
		the Town, Town property and/or private property
		as authorized by the Town.
2.	Project Name/Location	Street Sweeping Services/ Miami Springs, FL
	Owner Name	City of Miami Springs
	Contact Person	Tom Nash





	Contact Telephone No.	305.805.5170
	Email Address:	nasht@miamisprings-fl.gov
	Yearly Budget/Cost	Approx. \$30K
	Dates of Contract	From: <u>10/01/2013</u> To: <u>present</u>
	Project Description	SFM provides citywide street sweeping services.
3.	Project Name/Location	Street Sweeping Services/ Miami Lakes, FL
	Owner Name	Town of Miami Lakes
	Contact Person	Tony Lopez
	Contact Telephone No.	305.364.6100
	Email Address:	lopezt@miamilakes-fl.gov
	Yearly Budget/Cost	Approx. \$20K
	Dates of Contract	From: <u>2012</u> To: <u>2019</u>
	Project Description	SFM provided street sweeping services to all Town
		roads including curb/ gutter or swale roads, turning
		lanes and entire cross sections.

END OF SECTION

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# BUSINESS ENTITY AFFIDAVIT (VENDOR / BIDDER DISCLOSURE) ITB No. 2020-09

I, Christian Infante		)	, being first duly sworn state:
The full legal name and business address of with the City of Doral ("City") are (Post Off	E 10 10 10 10 10 10 10 10 10 10 10 10 10		
59-2766887			
FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIA	L SECURITY NUMBER)		
SFM Services, Inc.  Name of Entity, Individual, Partners, or Corporation	1		
Doing business as, if same as above, leave blank			
9700 NW 79 Avenue			Hialeah Gardens, FL 33016
STREET ADDRESS	SUITE	CITY	STATE ZIP CODE

#### OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	<u>Address</u>	<u>Ownership</u>	
Christian Infante	9700 NW 79 Ave. Hialeah Gardens, FL 33016	51	_%
Jose Infante	9700 NW 79 Ave. Hialeah Gardens, FL 33016	49	_%
			_%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal,





1, ,	
6 HT	
	05/19/2020
iture of Affiant	Date
ristian Infante	
ed Name of Affiant	
rn to and subscribed before me this 19th	_day of <u>May</u> , 20 <u>20</u>
onally knownX	
onally known	_
luced identification	<del></del>
duced identification	
	_
	-
nry Public-State of <u>Florida</u>	My commission expires: <u>03/23/2023</u>
nry Public-State of <u>Florida</u>	- My commission expires: <u>03/23/2023</u>
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ary Public-State of Florida  n/a e of Identification  Notary Public State of Vanezza D Rivera My Commission GG	of Florida
n/a of Identification  Notary Public State of	of Florida





## NON-COLLUSION AFFIDAVIT ITB No. 2020-09

State of Florida		
) SS County of Miami-Dade		
BEFORE ME, the undersigned authority, personally appeared <u>Christian Infante</u> , who, after being duly sworn, deposes and states that all of the facts herein are true:		
(1) He/She/They is/are the He is the President		
(Owner, Partner, Officer, Representative or Agent) of <u>SFM Services, Inc.</u> , the BIDDER that has submitted the attached Bid;		
(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;		
(3) Such Bid is genuine and is not a collusive or sham Bid;		
(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and		
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.		
By: Print Name: Christian Infante		
<b>SWORN TO AND SUBSCRIBED</b> before me this <u>19th</u> day of <u>May</u> , 2020 by		





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Christian Infante	, who is personally known to me or has produced
n/a	as identification.  Notary Rublic
	State of <u>Florida</u> at Large







#### NO CONTINGENCY AFFIDAVIT ITB No. 2020-09

State of <u>Florida</u> )	
County of Miami-Dade )	
BEFORE ME, the undersigned authority, personally appeared <u>Christian Infante</u> , who duly sworn, deposes and states that all of the facts herein are true:	/ho, after being
(1) He/She/They is/are <u>He is the President</u> Owner, Partner, Officer, Representative the BIDDER that has submitted the attached Bid;	ive or Agent) of
(2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family promised to pay, and Firm has not, and will not; pay a fee the amount of which is continge City of Doral awarding this contract. Firm warrants that neither it, nor any principal, emp representative has procured, or attempted to procure, this contract in violation of any of the Miami-Dade County conflict of interest and code of ethics ordinances; and	ngent upon the aployee, agent,
(3) Further, Firm acknowledges that a violation of this warranty may result in the termination of and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for perform contract.	
FURTHER AFFIANT SAYETH NOT  By:  Print Name: Christian Infante	
SWORN TO AND SUBSCRIBED before me this <u>19th</u> day of <u>May</u> , 2020 by	
Christian Infante , who is personally known to me or has produced	
n/a as identification.  Notary Public	-
State of Florida at Large  Notary Public State of Florida Vanezza D Rivera  Vanezza D Rivera	à







## AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

#### ITB No. 2020-09

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

This sworn statement is submitted to the City Of Doral, Florida
by: Christian Infante, President
(print individual's name and title)
for: SFM Services, Inc.
(print name of entity submitting sworn statement)
whose business address is: 9700 NW 79 Avenue Hialeah Gardens, FL 33016
and (if applicable) its Federal Employer Number (FEIN) is: 59-2766887  (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
I, being duly first sworn state:
That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.
The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42 USC Section 3601-3631.
SIGNATURE
Sworn to and subscribed before me this <u>19th</u> day of <u>May</u> , 20 <u>20</u> .





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Personally known_x	
OR	
Produced Identification <u>n/a</u>	Notary Public- State of Florida

My commission expires: 03/23/2023



Notary Public State of Florida Vanezza D Rivera My Commission GG 291007 Expires 03/23/2023

Printed, typed, or stamped commissioned name of Notary Public





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

#### ITB No. 2020-09

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

1.	This sworn statement is submitted to <u>City of Doral</u>	
by_	Christian Infante	for
	SFM Services, Inc.	
who	se business address is 9700 NW 79 Avenue Hialeah Gardens, FL 33016	
and	(if applicable) its Federal Employer Identification number (FEIN) is 59-2766887	(IF the entity had no
FEIN	I, include the Social Security Number of the individual signing this sworn statement:	

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
  - 1. A predecessor or successor of a person convicted of a public entity crime; or
  - 2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.





6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.  By:
(Title) President
Sworn to and subscribed before me this $\underline{19th}$ day of $\underline{May}$ , $20\underline{20}$
Personally knownX
Or Produced Identification
Notary Public - State of Florida
My Commission Expires 03/23/2023
n/a
(Type of Identification) (Printed, typed, or stamped commission name of notary public)  Notary Public State of Florida Vanezza D Rivera  My Commission GG 291007  Expires 03/23/2023





## DRUG-FREE WORKPLACE PROGRAM ITB No. 2020-09

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

_	SFM Services, Inc. (Name of Firm)	does:
1.	Publish a statement notifying employees that the unlawful manufacture or use of a controlled substance is prohibited in the workplace and spe against employees for violations of such prohibition.	
2.	Inform Employees about the dangers of drug abuse in the workplace, the free workplace, any available drug counseling, rehabilitation, and empenalties that may be imposed upon employees for drug abuse violation	ployee assistance programs, and the
3.	Give each employee engaged in providing the commodities or contracts of the statement specified in subsection (1).	ual services that are under bid a copy
4.	In the statement specified in subsection (1), notify the employees that commodities or contractual services that are under bid, the employee wi and will notify the employer of any conviction of, or plea of guilty or chapter 893 or of any controlled substance law of the United States or the workplace no later than five (5) days after such conviction.	ll abide by the terms of the statement nolo contendere to, any violation of
5.	Impose a sanction on, or require the satisfactory participation in a druprogram if such is available in the employee's community, by any emplo	· <del>-</del>
6.	Make good faith effort to continue to maintain a drug-free workplace thr	ough implementation of this section.
As	the person authorized to sign the statement, I certify that this firm compli	es fully with the above requirements.

9700 NW 79 Avenue Hialeah Gardens, FL 33016



Christian Infante

SFM Services, Inc.

Name and Title

Signature

Street address



05/19/2023

City, State, Zip

## COPELAND ACT ANTI-KICKBACK AFFIDAVIT ITB No. 2020-09

STATE OF Florida	}
	}SS:
COUNTY OF Miami-Dade	}
employees of the City of Doral, its e	depose and say that no portion of the sum herein bid will be paid to any elected officials, and SFM Services, Inc. or its design, reward or gift, directly or indirectly by me or any member of my firm or
	By:
	Title: President
Sworn and subscribed before this	
19th day of May , 20  Notary Public State of Florida Vanezza D Rivera My Commission GG 291007 Expires 03/23/2023  Notary Public	$\frac{20}{20}$





Vanezza Rivera (Printed Name)

My commission expires: 03/23/2023



## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION ITB No. 2020-09

I, Christian Infante	, President
(Individual's Name)	(Title)
of the SFM Services, Inc. (Name of Company)	, do hereby certify that
I have read and understand the Compliance with forth under sub-section 2.17.3 of this document	n Equal Employment Opportunity requirements set
Attachment of this executed form, as such, is red	quired to complete a valid bid.
Individual's Signature	
05/19/2020	



Date



## CONE OF SILENCE CERTIFICATION ITB No. 2020-09

I, Christian Infante	, President
(Individual's Name)	(Title)
of the SMF Services, Inc.	, do hereby certify that
(Name of Company)	
I have read and understand the terms set forth under see 'Cone of Silence'.	ction 1.11 of this document titled
Attachment of this executed form, as such, is required to	complete a valid bid.
E MT	
Individual's Signature	
maivingur 5 Signature	
05/19/2020	



Date



## TIE BIDS CERTIFICATION ITB No. 2020-09

I, Christian Infante	, President
(Individual's Name)	(Title)
of the SFM Services, Inc.	, do hereby certify that
(Name of Company)	
I have read and understand the requirements, 2.17.5 of this document.	procedures for Tie Bids set forth under sub-section
Attachment of this executed form, as such, is	required to complete a valid bid.
EMH.	
Individual's signature	
05/19/2020	



Date



## RESPONDENT'S CERTIFICATION ITB No. 2020-09

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

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

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

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

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

SFM Services, Inc.	
Name of Business	
By:	
	Sworn to and subscribed before me
	this <u>19th</u> day of <u>May</u> ,20 <u>20</u>
9 Att	
Signature Christian Infante, President	
Name and Title, Typed or Printed	
9700 NW 79 Avenue	
Mailing Address	Notary Public
Hialeah Gardens, FL 33016	STATE OF Florida
City, State and Zip Code	
305.818.2424	03/23/2023
Telephone Number	My Commission Expires





## CERTIFICATE OF AUTHORITY (IF CORPORATION)

STATE OF Forida )
) SS:
COUNTY OF Miami-Dade )
I HEREBY CERTIFY that a meeting of the Board of Directors of the
SMF Services, Inc.
a Corporation existing under the laws of the State of Florida , held on May 22 <sup>nd</sup> , 20 20 , the state of Florida, held on May 22 <sup>nd</sup> , 20 20 , the state of Florida, held on May 22 <sup>nd</sup> , 20 20 , the state of Florida, held on May 22 <sup>nd</sup> , 20 20 , the state of Florida, held on May 22 <sup>nd</sup> , 20 20 , the state of Florida, held on May 22 <sup>nd</sup> , 20 20 , the state of Florida, held on May 22 <sup>nd</sup> , 20 20 , the state of Florida, held on May 22 <sup>nd</sup> , 20 20 , the state of Florida, held on May 22 <sup>nd</sup> , 20 20 , the state of Florida, held on May 22 <sup>nd</sup> , 20 20 , the state of Florida, held on May 22 <sup>nd</sup> , 20 20 , the state of Florida, held on May 22 <sup>nd</sup> , 20 20 , the state of Florida, held on May 22 <sup>nd</sup> , the state of Florida, held on May 20 <sup>nd</sup> , the state of Florida, held on May 20 <sup>nd</sup> , the state of Florida, held on May 20 <sup>nd</sup> , the state of Florida, held on May 20 <sup>nd</sup> , the state of Florida, he state of
following resolution was duly passed and adopted:
"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid date
May $26^{th}$ , $2020$ , to the City of Doral and this Corporation and that their execution thereof, attested by the composition of the composition and the composition
Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."
I further certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 22nd, day
May . 20 20 .
11/1
Secretary:
Secretary.
(SEAL)





## CERTIFICATE OF AUTHORITY NOT APPLICABLE (IF PARTNERSHIP)

STATE OF	)		
	) SS:		
COUNTY OF	)		
			a Corporation existing under the laws of
the State of	, held on	, 20	, the following resolution was duly passed and adopted:
"RESOLVED, that,		, as	of the Partnership, be and is hereby authorized
to execute the Bid dat	ted,	20 ,	to the City of Doral and this partnership and that their execution
thereof, attested by the	e		shall be the official act and deed of this Partnership."
I further certify that sai	id resolution is no	ow in full force and	d effect.
IN WITNESS WHEREOF,	, I have hereunto	set my hand this	, day of, 20
Secretary:			
(SEAL)			

50





## CERTIFICATE OF AUTHORITY IF JOINT VENTURE

#### NOT APPLICABLE

STATE	OF		)						
COUN	TY OF		) SS: )						
Ī	HEREBY	CERTIFY			0	of	the	Principals	of
					a corpora , 20				
adopte	ed:								
	VED, that,				as		of the	Joint Venture	be and is
to the	City of Doral of	ficial act and	deed of this	Joint Ventu	ıre."				
l furthe	er certify that sa	aid resolution	is now in ful	l force and	effect.				
IN WIT	NESS WHEREOR	, I have here	unto set my l	hand this	, da	ay of	, 20	·	
Secreta	ary:	3							
(SEAL)									

END OF SECTION





### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jose Infante	, certify that I am the Secr	etary of the Corporation named a
Principal in the foregoing Payment Bo	ond; that <u>Christian Infante</u>	, who signed the Bond
on behalf of the Principal, was then _	President	of said corporation; that I know
his/her their signature; and his/her	their signature thereto is genu	ine; and that said Bond was duly
signed, sealed and attested to on bel	nalf of said Corporation by autho	rity of its governing body.
(CORPORATE SEAL)		
	SFM Services,	Inc.
	(Name of Corporat	ion)

END OF SECTION



## ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the City of Doral,	
We SFM Services, Inc. Prime Contractor	, hereby acknowledge and
agree that we, as the Prime Contractor for City of Doral, <b>Street Sweep Services</b> , as specified, have the sole responsibility for compliance with all the Occupational Safety and Health Act of 1970, and all State and local safety agree to indemnify and hold harmless the City of Doral, against any and losses and expenses they may incur due to the failure of:	requirements of the Federal and health regulations, and
N/A (Subcontractor's Names)	
to comply with such act or regulation.  SFM Services, Inc.	
CONTRACTOR  BY:	e ff

END OF SECTION







### 6. Scope of Services/ Plan

As previously mentioned, SFM is currently providing the street sweeping services to the City of Doral.

SFM will carry out the services as outlined in Section 3, "Scope of Work". All debris collected will be properly disposed at a licensed waste facility. Proof of proper disposal will be submitted with monthly invoices.

The City will be assigned a contract manager. The contract manager will be the direct contact person for the City of Doral. Any issue in service will be corrected within 4 hours of call. GPS reports will also be provided to the City as requested.

Sweeping services will consist of the collection and removal of paper, leaves, and other visible debris that collect in the gutter and on the roadway.

A digital file consisting of the work done will be submitted on a biweekly basis, to the Public Works Department.

The work will be performed during off peak hours to minimize disruption of traffic.

All removal, hauling and dumping of debris will be done in accordance with all applicable federal, state, county and municipal laws and regulations.

Copies of dump tickets will be included with monthly invoice.

All roads will be cleaned as per Section 3, "Service Specifications".

#### **Maintenance Program**

SFM is headquartered in the City of Hialeah Gardens. SFM has 3 full time experienced mechanics on staff that can repair sweepers quickly. SFM is also equipped with a mobile unit that can perform roadside assistance to any street sweeper. This is how we guarantee your City is clean. SFM mechanics also keep in stock extra parts to sweepers in our warehouse. Therefore, any repair can be taken care of quickly. Preventive maintenance is also performed to prevent down time of sweepers.

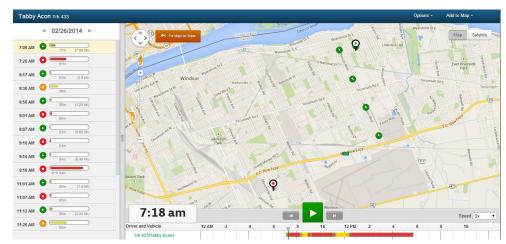




### **GPS System**

SFM street sweepers have a GPS tracking system. This provides a report to clients that show when and where the truck swept. This can be sent to the City on a daily or monthly basis with the invoice for proper back up documentation. Aside from travel reports it also provides:

- ✓ Wasted fuel trend
- ✓ High speed driving
- ✓ Distance traveled
- ✓ Harsh driving
- ✓ Total idle time



## **Equipment**



SFM is equipped with 4 Schwarze vacuum truck street sweepers and 2 Schwarze mechanical broom street sweepers. This equipment is available for the City of Doral Contract.

















Trailer mounted pressure washing rigs equipped with water holding tank & steam pressure capability







Self-loader grapple dump truck Echo-friendly vehicle for litter control







### 7. Policies and Procedures

### **Hiring Format**

Described below is a detailed plan for hiring, retaining, and training that identifies the methods for ensuring SFM's staff, including management personnel, are maintaining industry standards in training and best practices.

SFM Services performs LEVEL 1 & LEVEL 2 investigative background checks for all employees staffing our client's facilities. Our investigative background checks include the following:



- ✓ Social Security Number Verification
- ✓ Criminal History Search (5 years)
- ✓ Employment Verification
- ✓ Violent Sexual Offender Registry Search
- ✓ DMV Records (5 years)
- ✓ Florida HRS Abuse Registry

All drivers for SFM are registered with SambaSafety. SambaSafety gives us the security of knowing that our drivers are continuously being monitored while on and off the job. This system always encourages our employees to drive safely.



SFM employees have employee history containing health checks and needed testing as well as all documented training and development to be in compliance with OSHA.



### **Methodology**

**Step 1:** Utilize network of SFM's 750+ employees in local market. Place advertisements in local paper if necessary.

Step 2: Identify project supervisor candidates and perform 2 Panel Interview Process.

- Pascale Lopez
- Christian Infante
- Zulema Rodriguez
- Step 3: Hire supervision
- **Step 4:** Employee application review and job orientation
- Step 5: Criminal background check and Drug screening
- **Step 6:** Make offer of employment to all new hires and I-9 verification
- **Step 7:** Joe Pinon, Human Resources. Provide the following training task:
  - Sexual harassment training
  - Termination considerations (SFM project managers only)
  - New hire orientation for supervisor & project management

**Step 8:** Joe Pinon, Risk Manager Provide training to hourly personnel.





### **Employee Identification & Uniforms**

We realize the importance that a properly identified employee can have in a public area. For this reason, SFM provides uniforms that are easily identifiable and professional. Housekeepers wear teal – colored t-shirts with our logo clearly visible on both sides. This color makes identification even easier. Shirts are made of a polyester-cotton blend that makes it easy for our cleaners to keep them clean. We issue three sets to each employee and mend or replace them as needed.

Should you wish a different type of uniform, we can provide shirts, slacks, windbreakers and parkas, all labeled with the SFM logo. By request, we can provide uniforms tailored to represent you, matching colors and logos.

The identification card is just as important as a recognizable uniform. Every SFM employee is provided both and is always required to carry with them during work hours.

SFM understands and enforces the need to have all personnel clearly identified. We want to make sure your tourists/visitors feel safe and that they always know who is working around them.



#### Our employee ID's serve 2 purposes:

- 1. To clearly identify SFM Services staff
- 2. To track each employee's time as a timecard swipe system

#### **Housekeeping Uniforms**

- SFM provides uniforms that are easily identifiable & professional.
- The SFM logo will be stitched on button down shirt.
- Three sets are issued to each housekeeper.







#### **Drug Free Workplace Program**

#### SFM IS PROUD TO PARTICIPATE IN THE NATIONAL DRUG FREE WORKPLACE PROGRAM.

It is our desire to provide a drug free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. While on our account premises and while conducting business-related activities off premises, no employee may use, possess, distribute, transfer, sell, or be under the influence of alcohol or illegal drugs to help ensure a safe and healthy working environment.

Much like seat belts with automobiles, Insurance companies have stringent requirements in the coverage they provide. Job applicants and



employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol at any time during their employment if there is justifiable cause to do so.

All employees are subject to post accident drug testing. An employee involved in a work-related injury is required to take a drug/alcohol test with their post-accident visit at any care provider.

SFM's Drug-Free Workplace Policy sends a clear message that alcohol and drug use in the workplace is prohibited.

#### **Objectives/ Goals**

- > To reduce drug use in the workplace
- > To increase productivity
- > To improve efficiency
- > To reduce accidents in the workplace
- > To deliver better customer service
- > To demonstrate a more professional attitude and standard of conduct
- Encourage employees who have alcohol and or substance abuse problems to voluntarily seek help

#### To achieve these goals, SFM Services conducts:

- Initial and periodic safety training sessions
- Drug Abuse Awareness pamphlets
- Random Drug Screening of existing employees
- ➤ Alcohol and Drug screening in the event of work-related accidents
- Complete drug Screening of all job candidates prior to start of assignments
- Formal and informal counseling by trained supervisors





### 8. Safety & Training

#### **Safety Program**

SFM is committed to the safety and wellbeing of our employees. Our safety workplace and training program was developed to implement a safe and healthy work environment for both employees and clients. The Human Resources and Risk Management Department is responsible for developing, implementing, administering, monitoring, and assessing the safety program. This program is a top priority for SFM; Its success depends on the alertness and personal commitment of all.



Education and training provide employers, managers, supervisors, and workers with:

- Knowledge and skills needed to do their work safely and avoid creating hazards that could place themselves or others at risk.
- Awareness and understanding of workplace hazards and how to identify, report, and control them.
- Specialized training when their work involves unique hazards.

As new hires onboard, they are provided with both education and training material relevant to their job as well as general safety procedures. All managers, supervisors, and workers are subject to continuing education and training as deemed necessary or requested.

Effective training and education are also provided outside our traditional classroom setting. Peer-to-peer training, on-the-job training, and worksite demonstrations are conducted to convey safety concepts, ensuring understanding of hazards and their controls, and promoting good work practices.

To ensure employees understand the material covered, every employee must complete and sign off on an Employee Orientation and Competency Assessment. Each employee is expected to obey safety rules and exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment. Employee training and education is documented and becomes a part of their employee file.

SFM has a Safety Committee Organization as a management tool to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. Management will give top priority to and provide the financial resources for the correction of unsafe conditions.





## **Employee Safety BBQ**











Employee Safety BBQ raffle winner!



**Safety Training** 

242 Days without an employee accident!!!





### **Training Overview**

SFM has a thorough training program specific for Janitorial Services. Training is conducted by SFM's C.O.O. Joe Pinon. Mr. Pinon is a certified instructor with the State of Florida. This is a competitive advantage SFM has over other janitorial companies. It gives SFM the ability to train and retrain employees as necessary throughout the year. Trainings in "Bloodborne Pathogens" and "General Cleaning" are conducted.



The following methodology is employed by Joe Pinon for his trainings:

- 1. Classroom teaching based on research and personal experiences.
- 2. Professional participation by experts in the field of the subject.
- 3. Practical exercises discussed and acted in role plays in class.
- 4. Situational Exercises where specific issues are presented and resolved in class by the student and further discussed in a group setting.
- 5. Testing and Quizzes of materials shared in class.
- 6. Providing training materials when necessary for further evaluation and study.

#### **Employee Training Subjects:**

- Equipment design
- Pre-start inspection
- Equipment warning devices
- Safety considerations
- Controls review
- Right hand drive
- Recognizing sweep functions
- Sweeper related defensive driving
- ➤ Hands-on pre-trip inspection
- Practical, Hands-on Activities
- On-road ride check
- Clearance training
- Customer Service

- Accident Reporting
- See Something Say Something
- > Keys Procedure
- PPE (Personal Protection Equipment)
- > Spill clean-up procedures (SAMPLE ENCLOSED)
- Lifting training
- Hazard communication
- Work Safety Practices & Procedures
- Slip, trip, fall prevention
- SDS (Safety Data Sheets)
- Proper use of chemicals & equipment
- Identifying Bio-hazard waste
- Use of cell phone while on duty





#### **OIL SPILL Recovery SOP**

#### **PURPOSE**

To provide a response plan in the event of an oil spill from a truck or sweeper vehicle.

#### **BACKGROUND**

Spill prevention control and countermeasures (SPCC) must be employed to prevent contamination of the environment during an oil spill caused by accidents that allow oil contained within a motor vehicle to be spread on public roads, right-of-ways, and possibly the environment.

Sweeper trucks contain approximately 20 gallons of oil for the hydraulic system. Rubber hoses carry the oil within the system and may be subject to rupture in the event of an accident or overuse for any unspecified time.

#### PROTOCOL & PREVENTION METHODOLOGY

To prevent the spread of an oil spill in connection with an accident or overuse of hoses for long periods of time, the following procedures shall be employed:

- 1. Daily visual inspections will be conducted by the driver to ensure that hoses are in good condition and will provide the service they require.
- 2. Weekly inspections will be conducted by the shop mechanic to ensure that there are no weaknesses in the hoses to operate effectively.
- 3. Drivers shall carry in their vehicle an "ESP SK-H5 16 Piece 5 Gallons Hazmat Absorbent Spill Kit, 5 Gallons Oil Absorbency" as part of their response to a spill plan.
- 4. In addition, drivers shall also carry an "All-purpose Absorbent for oil and grease" to absorb any oil residue



#### **MAXIMUM POTENTIAL FOR DISCHARGE**

The maximum potential for discharge from a sweeper vehicle is 20 gallons.

#### PROTOCOL FOR REMOVAL OF AN OIL SPILL

In the event of an oil spill, the following procedure shall be employed:

- 1. The driver shall stop the motor to prevent any further leaking of the oil into the environment thus containing most of the oil in the tank
- 2. In response to any oil already spilled on site, the driver shall immediately deploy the ESP SK-H5 16 Piece 5 Gallons Hazmat Absorbent Spill Kit, 5 Gallons Oil Absorbency to prevent any spread of the oil from the spill area.
- 3. ESP hazmat absorbent spill kit contains 10 pads, 3 3"x 4' socks, 1 pair of gloves, 1 pair of goggles and 1 temporary disposal bag. 5 gallons oil absorbency. These compact spill kits are a great way to be prepared for minor spills, or to add extra support for larger ones. The bucket container protects items, keeping them clean, dry and ready when needed. Gloves help to ensure safe handling. Disposable bag holds used sorbents. Perforated pads make clean-up quick and easy.
- 4. The driver shall:
  - 1. use the gloves provided.
  - 2. use the 3 rings to contain the oil from spreading.
  - 3. use the "absorbit" chemical to coagulate the oil.
  - 4. use the pads to remove the discarded oil and place it in the disposable bag provided.





5. The driver shall use the container for proper transportation to the destination where it will be recovered by the appropriate vendor used to dispose of any used oil.

#### PROTOCOL FOR DISPOSAL OF OIL SPILL

The following protocol shall be used by the driver in response to disposal of an oil spill

- 1. Used sorbents will be placed in the 5-gallon container provided for disposal. Fire retardant as per ASTM 726.
- 2. Ensure that disposal of these sorbents complies with all local, state and federal regulations.
- 3. The 5-gallon container provided shall contain the spilled oil and be transported to the company's mechanic shop to dispose of the oil in accordance with an established procedure and vendor retained for that purpose

#### PROTOCOL FOR NOTIFICATION OF OIL SPILLS ONTO THE ENVIRONMENT

In the event of an oil spill that may enter the natural environment including lakes, rivers, ocean or any body of water, the following agencies shall be notified immediately":

- a. National Response Center 1-800-424-8802
- b. Miami Dade Department of Environment Resources Management- 305-372-6688
- c. State of Florida Environmental Protection Agency-1-850-245-2118
- d. State of Florida Fish & Wildlife Conservation Commission- 850-488-4676





<sup>\*</sup>This Plan is consistent with the National Contingency Plan

### 9. <u>Distinctive Services Offered</u>

### **Disaster Recovery Services**

SFM Services is one of South Florida's top disaster recovery service provider. Post Hurricane Irma, SFM removed over one (1) million cubic yards of debris throughout Miami-Dade County.

SFM has the necessary equipment and experience to provide complete Disaster Recovery Services. Therefore, for any emergency, <u>SFM is prepared to deploy and facilitate quickly and efficiently</u>.



SFM has provided disaster recovery service to several municipalities after the following storms:

- 1992 Hurricane Andrew
- 2004 Hurricane Francis
- 2004 Hurricane Charley
- 2005 Hurricane Katrina (Mississippi & Florida)
- 2005 Hurricane Wilma (Mississippi & Florida)
- ₹ 2005 Hurricane Dennis
- 2008 Hurricane Ike (Texas)
- ₹ 2017 Hurricane Irma





Some of our clients in disaster recovery services include:

- Miami-Dade County
- MIAMI-DADE COUNTY
- Miami-Dade County School Board
- Florida Dept. of Transportation
- City of Coral Gables
- City of Doral
- Town of Miami Lakes
- Village of Pinecrest
- City of North Miami Beach
- Village of Miami Shores
- City of West Park
- Baptist Health South Florida







### **Event Cleaning**

SFM can help with any large outdoor events. SFM has experience in large event venue maintenance. SFM provided the Orange Bowl Stadium with event cleaning from 1972 to 2007. Other event venues currently serviced are:

- Dade County Fair & Expo. Center
- Ultra-Music Festival
- Bayfront Park & Amphitheater
- 2010 Super Bowl & Pro Bowl



Years Serviced: 1972 to 2007



Years Serviced: 1978 to Present

**BEFORE** 

**AFTER** 



Ultra-Music Festival
165,000 Attendance in 3-days
Years Serviced:
1998 to Present





## **Community Involvement**

SFM strongly believes in giving back to the community. Christian Infante, President of SFM is personally involved in several of the charities highlighted below.



We support "Red Nose Day". Funds raised benefit children in some of the poorest communities in the world.



SFM supports annual back to school drives for many clients.



Safety BBQ Employee Raffle Car Giveaway





City of Doral Earth Day Tree Donation



Miami Dade Schools & Miami Dolphins Butterfly Garden



La Liga Contra El Cancer Walk



SFM participates in the annual Susan G Komen #RaceForTheCure







633 Third Ave, 9th Floor New York, NY 10017 1.800.935.7308 smiletrain.org

August 24, 2018

Dear Smile Train Supporter,

Every day, your support for Smile Train transforms the lives of children around the world. To demonstrate the impact of your most recent gift, I wanted to share the story of Sri Krishwaran's life-changing cleft repair surgery.

As you can see from the enclosed "before and after" pictures, our partner surgeon, Dr. Saumya Tripathi at Meenakshi Hospital in southern India did a fantastic job. Now Sri will be able to develop normally, just like every other child his age.

His scar will fade in a few months and he will hopefully never experience the effects of his cleft. Sri's parents will see their beautiful baby boy grow, laugh, play...and smile. That's the power of your support for Smile Train!

When we started Smile Train, we had no idea that so many people would embrace our mission to provide FREE cleft repair surgery to children all over the world. Your support warms our hearts and gives each of us at Smile Train the biggest smile you can imagine. Thank you for believing in us...and in believing that Sri deserved the opportunity to enjoy a healthy childhood!

Thanks to your generosity, Sri will never know that he was born with one of the most common—but easily repaired—birth defects in the developing world. We hope that seeing the difference your support makes in the life of a child will inspire you to make another gift to transform another young child's life!

Thank you for your compassion and generosity,

Johnnah Scharges

Susannah Schaefer

CEO

P.S. See more happy photos of children whose lives were transformed because of your support for Smile Train by visiting us online at *smiletrain.org*. Thanks again for your life-changing support!









# Thank you!



Dear Mr. Infante:

Children require different treatments, smaller doses of medications and the medical expertise found only at dedicated pediatric facilities and delivered best by pediatric specialists. Nicklaus Children's is such a place. With our world-renown capabilities and the latest technology, we are committed to the recovery and life-long health of our young patients.

Your generous support helps us provide the very best care to each and every child, and meet the unique needs of the children and their families. Your partnership means to world to us. Thank you!

With Gratitude,

Giffe to Nicitieus Christwin's hospital Foundation are late desketche according to RPS regulations and 100% of git proceeds benefit Nicitieus Christwin's Hospital Foundation. No goods or services were received for year gift. Please laugh the part of the proceeds and the process of the proce

Gift Date:

12/31/2018

Donation of:

Toys

Contribution from:

SEM Services, Inc.

In Support of:

Children's Experiences







November 20, 2018

Christian Infante SFM Services, Inc. 9700 NW 79<sup>th</sup> Ave. Hialeah Gardens, FL. 33016

Dear Christian:

Next week we will be hosting our annual golf tournament for the City of Miami Sandra DeLucca Development Center. Thank you to you and your father for helping raise funds for our golf tournament over the last 10 years.

The Sandra DeLucca Development Center provides life and job skill training for disabled children and adults, special events, and development therapy. Funds raised are used to purchase most needed equipment, supplies and fund programs at our division and other park locations.

Thank you and say hi to your dad for me!

Charlie DeLucca

Charlie DeLucca







September 28th, 2018

Christian Infante SFM Services, Inc. 9700 NW 79<sup>th</sup> Ave. Hialeah Gardens, FL. 33016

#### Dear Christian:

I'm writing this letter to formally thank you and SFM Services, Inc. for all the support and help you have provided the ALS Recovery Fund. Our success is due to local business and individuals like you that have been personally involved on the golf committee for the "Jose A. Perez Golf Tournament".

The ALS Recovery Fund was founded to focus on research, develop patient and family support services, as well as to provide events and programs to increase community awareness of this disease.

Once again, thank you!

Alberto J. Perez







#### Miami/Ft. Lauderdale Affiliate

1333 S. University Drive Suite 206 Plantation, FL 33324 Broward: 954-909-0454 Miami-Dade: 305-383-7116 Fax: 954-440-4998 www.komenmiaftl.org

January 17th, 2017

SFM Services, Inc. 9700 NW 79<sup>th</sup> Avenue Hialeah Gardens, FI 33016-2514

Dear Contributor,

On behalf of Susan G. Komen<sup>®</sup> Miami/Ft. Lauderdale, and the women and families we serve, thank you for your generous gift.

In 1982, Nancy G. Brinker founded the Susan G. Komen® Breast Cancer Foundation because of a promise she made her dying sister. That promise launched the breast cancer movement and answered the question Nancy had long asked herself – could one person really make a difference?

In the years since, we have found that answer to be a resounding YES, and we see it everyday through the dedication and generosity of donors like you.

Your donation, big or small, makes you a part of a movement, millions strong, fighting and working together to end this dreadful disease. Because of you, one more woman can receive a lifesaving mammogram, one more woman can begin treatment, and one more woman can get the support on her journey to survivorship.

We hope you know that with your help, and the help of other caring individuals and organizations, we are truly saving lives.

Sincerely,

Sherri Martens-Curtis Board President

Susan G. Komen Miami/Ft. Lauderdale

To comply with the IRS requirements regarding charitable donations, we affirm that no goods or services have been provided to you, in whole or in part, in consideration for your contribution. This letter will serve as confirmation of your donation for income tax purposes

Lew Kentens Curles

One in eight women will be diagnosed with breast cancer in her lifetime.





# 10. Licenses, Certifications & Insurance

#### **MBE Certification**

## **Minority Participation**

SFM Services, Inc. is 100 % minority owned. Jose M. Infante and Christian Infante stockholders of SFM Services, Inc. are Hispanic.

SFM strongly encourages the recruitment, selection, and promotion of minorities and women in the firm. Several of SFM's vendors are minority owned as well.

SFM is a registered minority firm with the Florida State Minority Supplier Development Council. Any question regarding MBE certification, please contact Beatrice Louissaint, President of the Florida State Minority Supplier Development Council. (305.762.6151)







# **Occupational Licenses**

€ 006089

# **Local Business Tax Receipt**

Miami-Dade County, State of Florida

6221246

BUSINESS NAME/LOCATION
SFM SERVICES INC
9700 NW 79TH AVE
HIALEAH GARDENS FL 33016

RENEWAL 6485858

# EXPIRES SEPTEMBER 30, 2020

Must be displayed at place of business Pursuant to County Code Chapter 8A – Art. 9 & 10

DWNER SFM SERVICES INC SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

Employee(s) 15

This Local Business Tex Receipt only confirms payment of the Local Business Tex. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code See 8a-276.

For more information, visit www.miamidade.gev/taxcolfector

002096

# **Local Business Tax Receipt**

Miami-Dade County, State of Florida -THIS IS NOT A BILL - DO NOT PAY

5770830

BUSINESS NAME/LOCATION
SFM JANITORIAL SERVICES LLC
9700 NW 79TH AVE
HIALEAH GARDENS FL 33016

RECEIPT NO. RENEWAL 3101375



## EXPIRES SEPTEMBER 30, 2020

Must be displayed at place of business Pursuant to County Code Chapter 8A – Art. 9 & 10

OWNER
SFM JANITORIAL SERVICES LLC

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

PAYMENT RECEIVED BY TAX COLLECTOR \$135.00 07/29/2019 FPPU03-19-017356

Employee(s) 30

This Local Business Tax. Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector





# State of Florida Department of State

I certify from the records of this office that SFM SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on January 9, 1987.

The document number of this corporation is M44559.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 8, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirty-first day of January, 2020



Secretary of State

Tracking Number: 9767268152CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication





#### Hauler's Permit



Solid Waste Management 2525 NW 62nd Street • 5100 Miami, Florida 33147 T 305-514-6666

miamidade.gov

December 27, 2019

Mr. Christian Infante, President SFM Services, Inc. 9700 NW 79<sup>th</sup> Ave Hialeah Gardens, FL 33016

RE: 2020-21 General Hauler Permit Approval and Decals

Dear Mr. Infante:

Thank you for your recent General Hauler Permit application. **SFM Services, Inc.** (Permit #17121) has been approved through **January 31, 2021** to transport solid waste in Miami-Dade County.

Enclosed you will find two (2) decals, #GH21-0014:0015 for the following vehicles approved to transport solid waste in Miami-Dade County under this permit account.

## 1. 2000 Mack CH600 (N4542P)

#### 2000 Mack CH600 (N4541P)

Each decal should be permanently affixed on the inside (upper) driver's side windshield of the vehicles. Any vehicle observed transporting without a decal permanently affixed to the windshield is in violation as prescribed in Chapter 15-17 of the Code of Miami-Dade County.

Please note that the Department of Solid Waste Management has the authority at any time, to request an accounting of the following.

- A summary of the number of tons of solid waste collected quarterly based on schedule service, as of the reporting date.
- A summary of the number of tons of recyclable material collected and marketed quarterly, on a schedule and format prescribed by the department.

You are advised to maintain accurate records in the event such a request is made. It is also recommended that you keep this document on file as proof of your General Hauler Permit approval

In addition, General Haulers with solid waste accounts in unincorporated Miami-Dade County must report and pay monthly, a disposal facility fee on all accounts except recycling pickup or non-reoccurring C & D pickups.

Should you require additional information specific to your permit, contact the Permit Section at 305-514-6610. If you need assistance with the requirements of the Disposal Facility Fee, contact Andrea Hankerson at 305-514-6790 or via e-mail at <a href="mailto:Andrea-Hankerson@miamidade.gov">Andrea-Hankerson@miamidade.gov</a>.

Sincerely.

Michelle J. Jackson

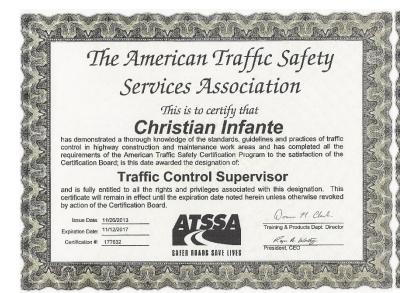
Special Projects Administrator 2

**Enforcement Division** 

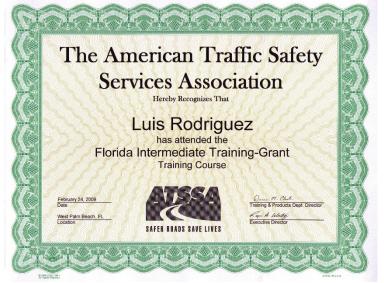


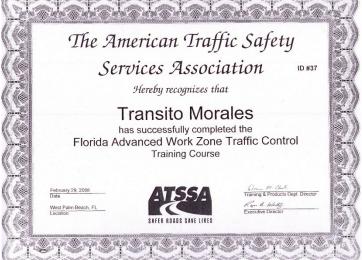


# **Maintenance of Traffic Certifications**













# General Liability, Workers Comp, and Auto

SFMSER



Commercial Lines - (305) 443-4886 USI Insurance Services LLC

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/16/2019

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

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

RODUCER

CONTACT

ANAME:

CONTACT

NAME:

JOSE Sardinas

PHONE

(AC, No. Ext): 786.785.1158

E-MAIL

ADDRESS:

Jose Sardinas@usi.com

260	1 So	uth Bayshore [	Orive,	Suite 1600				INSURER(S) AFFORDING COVERAGE						NAIC#	
Coconut Grove, FL 33133							INSURER A : Old Republic Insurance Company						24147		
INSURED								INSURER B:							
SFN	1 Se	ervices, Inc.						INSURER C:							
970	9700 NW 79 Avenue								RD:						
									RE:			9			
Hial	Hialeah Gardens, FL 33016							INSURE							
-0.00	200	AGES		CER	TIFIC	CATE	NUMBER: 14701631	HOOKE	an i		REVISION NUMBE	ER: Se	ee belo	ow .	
IN CE	DIC/	ATED. NOTWIT	HSTA E ISS	THE POLICIES NDING ANY RI UED OR MAY	OF I EQUIF PERT	NSUF REMEI AIN,	RANCE LISTED BELOW HAY NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIE	OR OTHER DESCRIBED	DOCUMENT WITH RI	ESPEC	T TO	WHICH THIS	
INSR LTR		TYPE OF I				ADDL SUBR NSD WVD POLICY NUMBER			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	<b></b>		
	Х	COMMERCIAL GE				WVD					EACH OCCURRENCE		\$	1,000,000	
Α	^	CLAIMS-MAE		OCCUR	X		MWZY312622		03/01/2019	03/01/2020	DAMAGE TO RENTED		\$	500,000	
		CLANVIG-NIAL	<i></i>	OCCOR							PREMISES (Ea occurren MED EXP (Any one perse		\$	10,000	
		-							1		PERSONAL & ADV INJU	- 1	\$	1,000,000	
	GEN	L AGGREGATE LI	MIT AP	DI IES DED:				<b>*</b>			GENERAL AGGREGATE		\$	2,000,000	
	01	POLICY X PF		LOC							PRODUCTS - COMP/OP		\$	2,000,000	
		OTHER:	.CI [								11000010 00111101		\$		
Α	AUT	OMOBILE LIABILIT	Υ		_		MWTB 315198 19	1	12/12/2019	03/01/2020	COMBINED SINGLE LIM (Ea accident)	1IT	\$	1,000,000	
		ANY AUTO						A.	of any strengthering		BODILY INJURY (Per pe		\$		
1		OWNED AUTOS ONLY		SCHEDULED AUTOS							BODILY INJURY (Per ac	cident)	\$		
	Х	HIRED AUTOS ONLY	V	NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)		\$		
		11010001121		10100011			A -				,		\$		
		UMBRELLA LIAB		OCCUR			/(A).				EACH OCCURRENCE		\$		
		EXCESS LIAB		CLAIMS-MADE							AGGREGATE		\$		
		DED RETE	ENTION	ıs									\$		
Α		KERS COMPENSA EMPLOYERS' LIAE			/		MWC312623		03/01/2019	03/01/2020	X PER C	OTH- ER			
	ANY	PROPRIETOR/PART	NER/E	XECUTIVE Y/N	N/A						E.L. EACH ACCIDENT		\$	1,000,000	
	(Man	CER/MEMBEREXCI datory in NH)				6					E.L. DISEASE - EA EMPI	LOYEE	\$	1,000,000	
	DES!	s, describe under CRIPTION OF OPE	RATIO	NS below							E.L. DISEASE - POLICY	LIMIT	\$	1,000,000	
					1										
					1										
DESC	RIPT	ION OF OPERATIO	NS / LC	CATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedu	le, may b	e attached if more	e space is require	ed)				
	l l														
CERTIFICATE HOLDER CANCELLATION															
							SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
								AUTHORIZED REPRESENTATIVE							
	,						6: M Canl								

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ACORD 25 (2016/03)





# **Excess Liability & Other**

ACORD CERT		(MM/DD/YYYY) 1/21/2020							
CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSURA	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.  If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
PRODUCER Lockton Companies CONTACT NAME:									
3280 Peachtree Road NE, Suite #250 Atlanta GA 30305  PHONE (A/C, No, Ext):  (A/C, No, Ext):  (A/C, No, Ext):  (A/C, No, Ext):									
Atlanta GA 30305 (404) 460-3600 E-MAIL ADDRESS:									
0 000						ORDING COVERAGE		NAIC#	
INSURED SFM Services, Inc.				INSURER A: The	North River Ins	urance Company		21105	
1460967 SFM Landscape Services, LLC				INSURER B :			64		
9700 NW 79th Avenue Hialeah Gardens, FL 33016				INSURER D:					
Tilalean Galdens, 1 E 33010				INSURER E :					
				INSURER F:					
			NUMBER:	VE BEEN IOOUES	TO THE MICH	REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIE: INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUC	EQUIR PERTA	EME	NT, TERM OR CONDITION THE INSURANCE AFFORDE	OF ANY CONTRA ED BY THE POLIC AVE BEEN REDUC	CT OR OTHER IES DESCRIBED CED BY PAID C	DOCUMENT WITH RESP HEREIN IS SUBJECT T	PECT TO	WHICH THIS	
INSR LTR TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EF (MM/DD/YY)	F POLICY EXP (Y) (MM/DD/YYYY)	LIM	ITS		
COMMERCIAL GENERAL LIABILITY			NOT A DRI IGA DI E			EACH OCCURRENCE	\$ XX	XXXXX	
CLAIMS-MADE OCCUR	ΙI		NOT APPLICABLE		. 5/	DAMAGE TO RENTED PREMISES (Ea occurrence)	- Y	XXXXX	
	ΙI				100	MED EXP (Any one person)		XXXXXX	
GEN'L AGGREGATE LIMIT APPLIES PER:	ΙI					PERSONAL & ADV INJURY	+	XXXXXX	
POLICY PRO-	ΙI					GENERAL AGGREGATE		XXXXXX	
OTHER:	ΙI					PRODUCTS - COMP/OP AGO	G \$ XX		
AUTOMOBILE LIABILITY	Н					COMBINED SINGLE LIMIT (Ea accident)	s XX	XXXXX	
ANY AUTO	ΙI		NOT APPLICABLE			BODILY INJURY (Per person	_	XXXXX	
OWNED AUTOS ONLY SCHEDULED AUTOS	ΙI					BODILY INJURY (Per accider	nt) \$ XX	XXXXX	
HIRED NON-OWNED AUTOS ONLY	ΙI					PROPERTY DAMAGE (Per accident)	\$ XX	XXXXX	
	Ш						\$		
A UMBRELLA LIAB X OCCUR	ΙI		5821099641	3/1/2019	3/1/2020	EACH OCCURRENCE		00,000	
X EXCESS LIAB CLAIMS-MADE						AGGREGATE		00,000	
DED RETENTION \$ WORKERS COMPENSATION	$\vdash$		~		-	PER OTH		XXXXXX	
AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE	l		NOT APPLICABLE			E.L. EACH ACCIDENT		XXXXX	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	s XX	XXXXXX	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s XX	XXXXX	
A Contractor's Pollution		3	G70922009 001	3/26/2019	3/1/2020	Limit: \$1,000,000 Agg: \$2,000,000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									
CERTIFICATE HOLDER	CERTIFICATE HOLDER CANCELLATION								
Evidence of Coverage  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCOMPANACE WITH A THE BOAL OF BROADS OF ANY									

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AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03)



(Rev. October 2018) Department of the Treasury

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Internal	Revenue Service	P	Go to www.irs.gov	//Formw9 for inst	ructions and the late	est inforr	mati	on.								
	<ol> <li>Name (as shown SFM Services,</li> </ol>		tax return). Name is rec	quired on this line; do	not leave this line blank.											
	2 Business name/disregarded entity name, if different from above															
n page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.    Individual/sole proprietor or   C Corporation   S Corporation   Partnership   Trust/estate									4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):						
ns o	single-member LLC									pt paye	e co	ode (if	any)			
typ	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶												_			
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.										code if any					
ecif	☐ Other (see instructions) ►								(AppNe	s te accou	nts m	pintaine	f avtsld	e the U	5.)	
										dress (d	ptie	nal)				
88	9700 NW 79 Av					1										
	6 City, state, and 2															
	7 List account num										_					
	- Loracount north	contai nere telesee	- toy													
Par	t I Taxpay	yer Identific	ation Number	(TIN)												
					e given on line 1 to av		So	cial se	curity	numbe	_	_	_	_		
					ber (SSN). However, t art I, later. For other	or a			-			-				
entitie	s, it is your employ				umber, see How to ge					Ш	┙	L	$\perp$			
7/N, later. or  Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Employ								ployer	er identification number							
Number To Give the Requester for guidelines on whose number to enter.									I I	T	Π.	Τ.	Τ.	ĺ		
							5	9	- 2	7 6	6	6 8	8	7		
Part											_					
	penalties of perjui	And the second														
2. I am Sen	1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and															
3.1 am	a U.S. citizen or	other U.S. pers	on (defined below);	and												
4. The	FATCA code(s) er	ntered on this fo	orm (if any) indicatin	g that I am exemp	t from FATCA reportir	ng is con	rect.									
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																
Sign Here	Signature of U.S. person ▶	C111	1		a e c	Date ►	1.	08	. 2	02	0					
Ger	neral Instr	uctions			.• Form 1099-DIV (d funds)	ividends,	, inc	luding	those	from	stor	cks o	r mut	tual		
Section noted.	n references are to	<ul> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> </ul>														
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted  • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)								er								
	after they were published, go to www.irs.gov/Formw9.  • Form 1099-S (proceeds from real estate transactions)															
Purpose of Form  • Form 1099-K (merchant card and third party network)							wor	k trar	sact	ions)						
inform	ividual or entity (Fo ation return with the	kpayer	<ul> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> </ul>													
	ication number (TI individual taxpays		Form 1099-C (canceled debt)													
taxpay	er identification n	umber (ATIN), o	or employer identific	ation number	<ul> <li>Form 1099-A (acquisition or abandonment of secured property)</li> <li>Use Form W-9 only if you are a U.S. person (including a resident</li> </ul>											
amoun	nt reportable on an	n information re	the amount paid to turn. Examples of in		alien), to provide your correct TIN.											
	s include, but are r n 1099-INT (interes		If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.													



Form W-9 (Rev. 10-2018)



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/27/2020

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

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

001/504.050	OFFICIONES AND	15120040		DE1/(0101) 11/1	ADED On the	Lavor		
Hialeah Gardens, FL 33016		inst	URER F :					
		INSU	URER E :					
9700 NW 79 Avenue		INS	URER D :					
SFM Services, Inc.	FIMI Services, Inc.		URER C :	National Union Fire Ins. Co. of Pittsb	19445			
INSURED			URER B :		24147			
Coconut Grove, FL 33133		INSU	URER A :	Mesa Underwriters Specialty Ins Co		36838		
2601 South Bayshore Drive, Suite 1600				INSURER(S) AFFORDING COVERAGE		NAIC#		
USI Insurance Services LLC			IAIL DRESS:	: christopher.acosta@usi.com				
Commercial Lines - (305) 443-4886			C, No, Ext):	786.785.1158	FAX (A/C, No):			
PRODUCER		NAN	VIL	ose Sardinas				
	J							

COVERAGES CERTIFICATE NUMBER: 15130940 REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s
	X COMMERCIAL GENERAL LIABILITY	INSU WVD		,		EACH OCCURRENCE	\$ 1,000,000
A	CLAIMS-MADE X OCCUR		MP0009021002261	08/26/2020	08/26/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$
	OTHER:						\$
В	AUTOMOBILE LIABILITY		MWTB31519820	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	X Comp/\$1,000 X Coll/\$1,000						\$
С	UMBRELLA LIAB X OCCUR		BE080742441	08/26/2020	08/26/2021	EACH OCCURRENCE	\$ \$2,000,000
	X EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ \$2,000,000
	DED RETENTION\$						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		MWC31262320	03/01/2020	03/01/2021	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
			-				

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

RE: ITB No. 2020-09 Street Sweeping Services

City of Doral is additional insured with respects to general liability and umbrella when required by written contract in accordance with the terms and conditions of the policy. Umbrella is follow form. Waiver of subrogation is provided in favor of certificate holder with respects to general liability and workers' compensation when required by written contract in accordance with the terms and conditions of the policies.

CERTIFICATE HOLDER	CANCELLATION
City of Doral, Florida 8401 NW 53rd Terrace Doral, FL 33166	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  6 M Camb

## **RESOLUTION No. 20-140**

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDING INVITATION TO BID #2020-09 "STREET SWEEPING PROGRAM MANAGEMENT SERVICES" TO SFM **RESPONSIVE** LOWEST. MOST SERVICES, INC: THE RESPONSIBLE BIDDER; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FAST CLEANING SOLUTIONS FOR THE PROVISION OF STREET SWEEPING SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR A PERIOD OF TWO (2) YEARS WITH AN OPTION TO RENEW FOR AN ADDITIONAL THREE (3) ONE-YEAR (1) PERIODS UNDER THE SAME TERMS, CONDITIONS. AND PRICES OF THE CONTRACT; 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 **PROVIDING** BEHALF OF THE CITY: ON **FUNDS** IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City of Doral (the "City") is a participant of the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit as a co-permittee under the Miami-Dade County's regional MS4 Permit; and

WHEREAS, the MS4 Permit requires all municipalities to implement numerous best management practices (BMPs) to prevent water pollution from stormwater runoff; and

WHEREAS, Part III.A.3 of the MS4 Permit requires the City to implement a street sweeping program which is the most cost-effective BMP that reduces pollutants from stormwater runoff; and

WHEREAS, the current Street Sweeping contract is set to expire on September 16, 2020; and

WHEREAS, on April 21, 2020, the City of Doral issued Invitation to Bid #2020-09 "Street Sweeping Program" (the ITB) to competitively advertise the street sweeping services; and

WHEREAS, the City requested for all submitters to consider the bid amount for a potential five (5) year contract; and

WHEREAS, the City received five (5) submittals in response to the ITB which were opened on June 3, 2020; and

WHEREAS, upon review of the bids submitted, City Staff respectfully requests that the City Council authorize the City Manager to enter into an agreement with SFM Services, Inc who was deemed the lowest most responsive and responsible bidder for the provision of street sweeping services in an amount not to exceed approved budgeted funds for a two (2) year period with the option to renew for an additional three (3) one-year (1) periods under the same terms, conditions, and contract prices; and

WHEREAS, funding for this request is available in the current Fiscal Year from the Public Works Stormwater Fund "Contractual Services Account" (Account No. 401.80005.500340).

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

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

Section 2. Approval. The City Manager is authorized to negotiate and execute a contract with SFM Services, Inc who was deemed the lowest most responsive and responsible bidder. The contract between the City and SFM Services, Inc for Street Sweeping Program for a two (2) year period with the option to renew for an additional three (3) one-year (1) periods under the same terms, conditions, and costs of the contract, in an amount not to exceed budgeted funds. The City Manager is further authorized to negotiate with the lowest bidders successively if an agreement cannot be negotiated.

<u>Section 3.</u> <u>Authorization.</u> The City Manager is authorized to execute the work orders and expend budgeted funds on the behalf of the City.

<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 Councilmember Mariaca who moved its adoption.

The motion was seconded by Councilmember 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 July, 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**