



City of Doral

Invitation to Negotiate (ITN)

CITY FACILITIES

CUSTODIAL SERVICES

ITN # 2025- 12

Bid Opening: July 17, 2025 at 2:00pm

Mandatory Pre-Bid Meeting and Site Visits scheduled on
June 25, 2025 at 10:00am at Doral City Hall,
Training Room, 3rd Floor
Site Visits to City Facilities on June 25 and 26, 2025

PROCUREMENT AND ASSET MANAGEMENT DIRECTOR:
ROMAN MARTINEZ, MPA, CPPO, CPPB

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	<ul style="list-style-type: none">• EXHIBIT A: Minimum Insurance Requirements• Proposer is to submit a completed<ul style="list-style-type: none">○ IRS Form W-9 - Request for Taxpayer Identification Number and Certification• Sample Agreement	



City of Doral

Invitation to Negotiate

City Facilities Custodial Services

ITN # 2025- 12

NOTICE: Pursuant to the City of Doral Procurement Ordinance, sealed bids for consideration to provide the services detailed in the scope of services listed below, shall be received by Zeida Sardinas, City Manager or designee, City of Doral, 8301 NW 53rd Terrace, Doral, Florida 33166. ITN response deadline is **2:00 pm on July 17, 2025**. The submittals shall be clearly marked “**ITN – 2025-12 - City Facilities Custodial Services**”. Late submittals shall not be accepted or considered.

ITN proposals **must be submitted electronically** through **Demandstar** by the date and time stated above. Submittals must include the ITN response with experience and other pertinent information for consideration, as indicated in this ITN. Any proposals received after the due date and time specified, will not be considered. See attached instructions for further details on E- Bidding. Physical and mail deliveries of proposals will not be accepted.

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

IMPORTANT

A **Bid Bond** in the amount of **five (5%) percent** of the base bid amount is required for this project. **BID Bond MUST** be submitted to the City Clerks Office no later than **July 17, 2025 at 2:00pm**.

PROJECT OVERVIEW

The City of Doral desires to retain a Custodial Services firm to maintain the City's facilities which include City Hall, City's Police Department, PW Warehouse and Training Center facilities, Doral Central Park.

Specific Details of each city facility location:

City Hall

50,670 square foot three story building, LEED Certified Government Center.
The facility houses: The Office of the Mayor, City Council and approximately 170 City employees of various departments.

Cultural Arts Center

Approx. 14,000 square foot building
Facility houses: Cultural and performing arts center, with a large art gallery space, a multi-purpose room, outdoor courtyards/garden spaces, and rooftop terrace.

Doral Police Department

24,430 square foot two story building.
Facility houses: Police Department of Doral and EEC MD County.

PD Training Center

10150 square feet
Facility houses: PD training department and simulation center.

Public Works Warehouse

4100 square feet
Facility houses: warehouse, vehicle repair facility and PW offices.

Doral Central Park Community Center

65,000 sq. ft. interior space (excluding the 15,000 sq. ft. basketball gym)
Facility houses: PRD offices, Doral Community Center and Aquatic Center

Specific Information as to the ITN:

The City is seeking proposals from qualified firms or entities (herein referred to as “Bidders/Proposers”) Certified in Green Building Best Maintenance Practices for performing Custodial Services, including the provision of: all personnel/labor, supervision, cleaning supplies and paper products consisting of: toilet paper, toilet seat covers, hand paper towels, garbage can liners, hand soap and any other materials necessary for the complete servicing of the facility/facilities in accordance with the specification provided. Any and all products utilized shall be “Green Certifies Products” of the highest quality to effectively perform all duties. Failure to provide paper products or supplies of a quality previously approved by the City may be deemed insufficient by the Facilities Manager and shall be replaced by other approved products when required.

It is the intent of the City to award a contract for an initial three (3) years term with an option to renew for two (2) additional one (1) year periods for a possible total of five (5) years, subject to cancellation as provided herein. Upon completion of the five (5) year term, the City may opt, at its own discretion, to extend the agreement for two (2) additional one (1) year periods or may issue a new solicitation and competitive select a new service provider. The City may exercise such advance written notice of its intention to renew prior to the expiration of any of the terms outlined in this ITN.

All questions or comments should be directed to the following email at procurement@cityofdoral.com.

All inquiries must reference **City Facilities Custodial Services ITN #2025-12** in the subject line.

No phone calls will be accepted in reference to this ITN.

Any communications regarding matters of clarification must be made in writing to the attention of Roman Martinez, MPA, CPPO, CPPB, Director of Procurement and Asset Management at procurement@cityofdoral.com. In the event that it becomes necessary to provide additional clarifying data or information that revises any part of this ITN, supplements, clarifications and responses to submitted questions will be made available via written addendum.

Solicitations may be found via the City of Doral website (www.cityofdoral.com), Demandstar (<https://www.demandstar.com/app/login>) under Procurement. To obtain the solicitation interested parties must follow the link and register to be able to download the document. No physical or mail in ITN proposal responses will be accepted. ALL ITN responses must be uploaded to **Demandstar**.

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

Date of Advertisement:	June 11, 2025
Mandatory Pre-Bid/Site Visits	June 25 and 26, 2025
Opening of Bids:	July 17, 2025
Deadline Date for Questions:	July 7, 2025
ITN Bid Deadline to submit proposals	July 17, 2025
Evaluation Committee Meeting	July 29, 2025
Presentation and Q&A Sessions	August 4, 2025
Negotiation Meetings	August 11, 2025
Best and Final Offer Submission	TBD
Final Evaluation Committee Meeting and Recommendation of Award	TBD

The above timeline may be amended as required. The pre-bid meeting/site visits are all **MANDATORY** to be attended. Only one site visit per facility will be scheduled. As it relates to scheduled meetings under this ITN, ALL scheduled meetings will be announced with sufficient time to allow the public full access to the scheduled meetings as per State of Florida in the Sunshine Law.

SECTION 1.0 GENERAL CONDITIONS

1.1 DEFINITIONS

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

These terms refer to the City of Doral, Florida, a duly organized public entity. They may also be used as pronouns for various subsets of the City organization including, as content will indicate.

Procurement Division and Asset Management Department

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

Departments/facilities

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought.

Authorized Representative

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

(ii) **You/Your**

The term refers generally to the other person or entity which is a party to this agreement, or any of their subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Bidder will have different obligations than "you" as a Successful Bidder will have upon awarding of this contract.

Proposer/Respondent/Bidder

Any business entity submitting a response to this solicitation.

Successful Proposer/Respondent/Bidder

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

(iii) **Bid**

The written, sealed document submitted by the Bidder according to the Bid's instructions. A response to this Bid shall not include any verbal interactions with the City apart from a submittal of a formal written submittal.

Invitation to Negotiate (ITN)

Formal public procurement competitive process whereby the city solicits proposals from qualified and experienced firms to submit responses. The ITN selection process is utilized to rank proposers, shortlist and invite proposers to presentations and Q&A sessions, request a Best and Final Offer (BAFO) and determine a final recommendation of the award of the ITN.

1.2 CLARIFICATION

Questions regarding this ITN shall be directed in writing by email, to the City Procurement and Asset Management Director Mr. Roman Martinez, MPA, CPPO, CPPB at procurement@cityofodoral.com. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders via issue Addendums.

(i) **Written Addenda**

If it becomes evident that this ITN must be amended, we will issue a formal written addendum to all registered prospective Bidders on Demandstar via email notification from each of the systems. Addendum(s) may also be uploaded to the City's Procurement webpage. If necessary, a new Bid opening date may be established by addendum.

1.3 COST OF PREPARATION OF THE ITN RESPONSE

The City will not be responsible for any expenses incurred by the Bidders for the preparation of the ITN bid response, or for conduct of any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Bidder/proposer must thoroughly review each section of this ITN. If there is any uncertainty or ambiguity regarding the meaning of any part of these conditions—including the minimum requirements to be met by the respondent—the Bidder may request clarification in writing from the Procurement and Asset Management Department at procurement@cityofdoral.com.

Interpretations or clarifications in response to such questions will be issued in the form of written addenda, which will be uploaded to Demandstar, and the City of Doral's website under the Procurement section. No person is authorized to provide oral interpretations of, or make oral changes to, the ITN solicitation document. The issuance of a written addendum is the only official method for providing such interpretations or clarifications.

All requirements related to responsiveness to this ITN are contained within this solicitation document. In the event of any discrepancy between information found in DemandStar and the requirements stated in this ITN document, the requirements in this ITN document shall prevail.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the bid opening, whichever is earlier, any material submitted in response to this Invitation to Negotiate will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Bidders must claim the applicable exemptions to disclosure provided by law in their response to the Invitation to Bid by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF BID

A Bidder may, without prejudice, withdraw, modify, or correct the submittal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing **before the scheduled time for opening Bids.** The original Submittal as modified by such writing will be considered as the Submittal Bid submitted by the Bidder. No oral bid modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL BIDS

The City reserves the right to reject any and/or all Bids or sections thereof, and waive any technicalities. As a matter of information, the City Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Bid, which, in the judgment of the City, will best serve the needs and interests of the City. This offering of Invitation to Negotiate (ITN) itself does not in any way constitute a contractual agreement between the City of Doral and the Bidder but serves as a process to publicly and transparently select the service provider. However, the contents of the offered document, as well as the proposed documents and the Best and Final Offer (BAFO) may be used in support to the subsequent agreement to be issued between the Bidder and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

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

1.9 SUBMISSION OF PROPOSAL

(i) **Incurred Expenses**

The City is not responsible for any expenses which Bidders may incur preparing and submitting their ITN proposal as a result of this invitation to submit the ITN.

- (ii) **Interviews**
The City reserves the right to conduct personal interviews or require presentations followed by question and answers sessions prior to selection. The City will not be liable for any costs incurred by the Bidder in connection with such interviews/ presentations (i.e. travel, accommodations, etc.).
- (iii) **Negotiation Meetings with Finalist**
The city may schedule negotiation meetings with finalists. These meetings are not open to the public but are scheduled with each specific finalist independent from each other. During these meetings the city may request additional information, clarifications to what the proposer is offering or may request pricing adjustments based on modifications to sq. footage or reduction or modification to scope of work at each of the city's facility locations
- (iv) **Request for Modifications**
As a result of this ITN procurement process, the City reserves the right to request that the Bidder(s)/Proposer(s) modify its proposal/bid to more fully meet the needs of the City.
- (v) **Best and Final Offer (BAFO) Submission**
As a result of this ITN procurement process, the City reserves the right to request a "Best and Final Offer: (BAFO) submission from all finalists of this ITN competitive process. BAFO's will be reviewed, and the Evaluation Committee will make its final award recommendation based on the submitted ITN, subsequent meetings including representation, Q&A session, negotiation and final BAFO submission.
- (vi) **Bid Acknowledgment**
By submitting a bid in response to this ITN, the Bidder certifies that he/she has fully read and understands the bid, its competitive selection methodology and has full knowledge of the scope, requirements, nature, and quality of work to be performed.
- (vii) **Acceptance/Rejection/Modification to ITN Bids**
The City reserves the right to negotiate modifications to bids that it deems acceptable as a result of this ITN procurement process, reject any and all bids, and to waive minor irregularities in the submittals.
- (viii) **Bid Submittals Binding**
All ITN bids submitted shall be binding for One Hundred and Eighty (180) calendar days following opening.
- (ix) **Alternate Bids**
No alternate bid(s) will not be considered or accepted by the City.
- (x) **Bid Bond**
Bidders shall be required to submit a Bid Bond equal to five percent (5%) of the totality of the base bid submitted.

Original Bid Bonds shall be submitted to and received by the City Clerk's Office in a sealed envelope referencing ITN 2025-12 no later than the submittal due date of July 17, 2025 at 2:00pm. Any Bid Bond that is not submitted to the City Clerk's office by the deadline date of July 17, 2025 at 2:00pm will deem the ITN response as non-responsive and would receive no further consideration under this ITN procurement process.

City Clerk
City of Doral
8401 NW 53 Terrace
Doral, FL 33166

- (xi) **Performance and Payment Bonds**
Proposer/Contractor if this ITN shall be required to submit a Payment Bond and a Performance Bond in forms acceptable to the City of Doral, which shall be substantially as provided in the forms set forth within Section 6, forms 6.15 and 6.16. Each such bond shall be in the amount of one hundred percent (100%) of the total contract price guaranteeing to the City the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, material man, laborers, of Subcontractors employed pursuant to this Project. Each Bond shall be with a Surety company meeting the qualifications set forth herein.

Each Bond shall continue in effect for one and one half (1.5) years after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the total contract price. The Performance Bond shall be conditioned that the Contractor will, upon notification by the City, correct any defective or faulty Work or materials which appear within one and a one half (1.5) years after final completion of the Contract.

Pursuant to the requirements of Section 255.05(1), Florida Statutes, the Contractor shall ensure that the Bond(s) referenced above shall be recorded in the public records of Dade County and Provide the City with evidence of such recording.

Each Bond required herein must be executed by a surety company authorized to do business in Florida as a surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current Revisions. Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida. The City will accept a surety bond from a company with a rating of A- or better.

Failure of the successful Bidder to execute and deliver the Agreement and deliver the required bonds and Insurance Certificates as stipulated herein shall be cause for the City to annul the Notice of Award and declare the Bid and any security therefore forfeited.

(xii) **Economy of Preparation**

Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidders' ability to fulfill the requirements of the ITN.

(xiii) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Bidders should be aware that the Invitation to Negotiate (ITN) and the responses from proposers are in the public domain. However, the Bidders are required to *identify specifically* any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure and **MUST cite specifically the applicable exempting law per State of Florida Statutes.**

All bids received from Bidders in response to this Invitation to Negotiate (ITN) will become the property of the City of Doral and will not be returned to the Bidder. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

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

- **Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)**
- **Occupational, Safety and Health Act (OSHA)**
- **The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes**
- **Environment Protection Agency (EPA)**
- **Uniform Commercial Code (Florida Statutes, Chapter 672)**
- **American with Disabilities Act of 1990, as amended**
- **National Institute of Occupational Safety Hazards (NIOSH)**

- **National Forest Products Association (NFPA)**
- **State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code**
- **U.S. Department of Transportation**
- **City of Doral, City Ordinance No. 2004-03**
- **Cone of Silence, City Provision Code**
- **The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment**
- **Affidavit Regarding Unauthorized Aliens Under 448.085, Florida Statutes (E-Verify)**
- **Required Affidavit Regarding the Use of Coercion for Labor and Services**

Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

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

Copy of City of Doral Ordinances may be obtained from the City of Doral City Clerk's Office.

1.11 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of the City's "Cone of Silence" are applicable to this transaction. The "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular formal solicitation such as this ITN, between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and the City Council, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

The Cone of Silence shall be imposed on this ITN after the advertisement of said ITN.

The Cone of Silence shall terminate at the beginning of the City Council meeting at which the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the beginning of such meeting where the City Manager will make his/her recommendation to the City Council.

The Cone of Silence shall not apply to:

- (1) Oral communications at pre-bid conferences;
- (2) Site Visits;
- (3) Oral presentations before selection or evaluation committees;
- (4) Negotiation Meetings;

- (5) Public presentations made to the City Council during any duly noticed public meeting;
- (6) written communications regarding a particular competitive bid (ITB / RFP / RFQ / ITN), or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such competitive bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of bidders/proposers regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this ITN;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any ITN award or other competitive selection Bid process award to said bidder or proposer voidable by the City Council and/or City Manager.

1.12 Florida Government in the SUNSHINE LAW

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

1.13 CANCELLATION

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

1.14 ASSIGNMENT

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

1.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Bidder shall be the responsibility of the Awarded Bidder. Damages occurring to such property while in route to the City of Doral shall be the responsibility of the Awarded Bidder. In the event that such property is destroyed or declared a total loss, the Awarded Bidder shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

1.16 TERMINATION FOR DEFAULT

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

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Doral. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Doral, the Awarded Bidder will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Doral shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 CONFIDENTIALITY

As a political subdivision, the City of Doral is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.19 ANTI-TRUST PROVISION

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

1.20 AUDIT RIGHTS AND RECORDS RETENTION

The Awarded Bidder agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Bidder which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Bidder shall maintain and retain any and all of the aforementioned records for three years after the expiration and/or termination of the agreement.

1.21 CAPITAL EXPENDITURES

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

1.22 GOVERNING LAW AND VENUE

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

1.23 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees through and including appellate litigation and any post-judgment proceedings.

1.24 NO PARTNERSHIP OR JOINT VENTURE

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

1.25 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Bidder will include, but not be limited to, the following terms and conditions:

- A. The Awarded Bidder shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Bidder, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.
- B. The Awarded Bidder(s) shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Bidder shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Bidder shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Awarded Bidder and the City, that the completion time as specified in Awarded Bidder's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified

Proposer/Bidder shall provide an acknowledgement response as to this section in their proposal response to the ITN.

END OF SECTION 1.0

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

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

2.2 QUALIFICATIONS / EXPERIENCE OF BIDDERS

All firms that submit a bid shall meet, but not be limited to, the following minimum qualifications (Please refer to **Section 3.2 for full list of Bidder/Proposer's Requirements**):

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services described herein. The firm shall have a record of performance and operation within Florida for a five-year period of time immediately preceding this Invitation to Bid. The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any criminal charges pending against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Doral.
2. **Bidder shall be fully licensed to perform the work described** herein and shall comply with all applicable State Statutes and local codes and ordinances.
3. Bidder must have performed work in the Florida on at least three (3) Custodial Maintenance jobs, each within the past five (5) years. At least one (1) of these jobs must have been performed for a governmental entity in Florida.

Supporting references must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the Bidder to ascertain that the contact person will be responsive.

On Section 6 of this ITN there is a Performance Evaluation Survey. Prospective proposer is to send the survey to their client and in turn the client will forward the Performance Survey to the City of Doral to the attention of Roman Martinez, MPA, CCPO, CPPB, Procurement and Asset Management Director at procurement@cityofodoral.com. The City reserves the right to verify and/or visit these or any other references as part of the evaluation and ranking of proposers.

The bidder must show proof of having met these minimum requirements on the “Bidder Qualification Statement” in Section 6.3. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.

2.3 LICENSING

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

2.4 PRE-BID CONFERENCE / SITE VIST

A MANDATORY Pre-Bid Conference/site-visit will be held on June 25, 2025, at 10:00 a.m. at City of Doral, City Hall, Traing Room 3rd Floor 8301 NW 53 Terrace, Doral FL, 33166. During this public conference, the ITN, its scope of work and all required services will be discussed at this scheduled public Pre-Bid meeting. During the Pre-Bid meeting the City’s Procurement staff as well as the user departments will answer questions from prospective bidders. Any question(s) that cannot be answered at the scheduled Pre-Bid meeting will be addressed and answered by issued addendum(s). **Attendance to the Pre-Bid conference as subsequent site visits is mandatory.**

Site visits will be scheduled at each city facility that will need custodial services. **Site visits will be scheduled only once per location.**

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

By providing a response to this Invitation to Negotiate, it will be construed that the Bidder is fully informed and acquainted with the site(s) and the work to be performed.

2.5 TERM OF CONTRACT

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

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

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

2.6 PRICING

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

Prior to, or upon completion of that initial term, the City shall have the option to renew this contract for an additional two (2) years on a year by year basis. Prior to completion of each exercised contract term, the City may consider an adjustment to price based on changes in the Consumer Price Index Urban Wage Earners and Clerical Workers, Miami / Ft Lauderdale – All Items. *(or, if applicable, whatever Dept of Labor CPI Index relates to the commodity / service being procured)*

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

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

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

2.7 BID FORMAT AND SIGNATURES

To receive consideration, the Bid must be submitted on the Bid forms as provided by the City. This Invitation to Bid must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Bids must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the City Clerk, 8301 NW 53 Terrace, Suite 100, Doral, FL 33166. Bids by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Bids by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.8 BID BOND / PERFORMANCE BOND

The bidder shall have at least five (5) years of experience and operating under its current business name. The Bidder must have the ability to obtain a **100% performance and payment bonds** at the time of contract execution. The Bidder shall submit proof of their bonding capacity by means of a letter from their bonding company.

A Bid Bond in the amount of five (5) percent of the total base bid amount is required for this ITN. Bid Bonds MUST be submitted to the City Clerks Office no later than July 17, 2025 at 2:00pm. Any Bid Bond that is not submitted to the City Clerk's office by the deadline date of July 17, 2025 at 2:00pm will deem the ITN response as non-responsive and would receive no further consideration under this ITN procurement process.

Additionally, Bidder/Proposer is to complete forms 6.15 and 6.15 – Performance and Payments Bonds and submit with their proposal response. The Bidder shall submit proof of their bonding capacity by means of a letter from their bonding company to demonstrate their capacity to be able to submit the required Payment and Performance Bonds required for this ITN and subsequent contract.

2.9 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name of each proposer that submitted a response to this ITN. All ITN bid submittals **MUST** be uploaded to Demandstar. No physical or mail-in deliveries of proposal ITN responses will be accepted.

The city will review all submittals received on DemandStar for compliance according to the requirements set forth in this ITN and evaluate the bid submittals for responsiveness to the ITN requirements. In order to be deemed responsive the bids must meet or exceed

the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 6 of this solicitation. The City of Doral shall be the sole judge in determining Bidder's qualifications.

The Proposer understands that a response to this ITN does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until the ITN proposals are reviewed and determined which are responsive to the ITN requirements, proposals have been reviewed and ranked by an Evaluation Committee, finalist are selected by the Evaluation Committee, negotiations is provided with the finalists and a Best and Final Offer (BAFO) are requested form the finalists to be submitted to the City for final review and award recommendation.

Once the ITN procurement process has been completed an award recommendation will be provided by the Evaluation Committee to the City Manager for review and approval. Once the City Manager finalizes the review and approval, the recommendation of award will be presented to the City Council to approve for final award.

Upon approval of the City Council, a contract shall be drafted and issued to the selected responsive and responsible proposer of this ITN procurement process. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject proposals from Proposers that are currently in litigation or involved in a dispute with the City of Doral as a result of any claim or grievance with the City of Doral.

Evaluation and Selection Process of the ITN

There are four Phases to the ITN procurement process

Phase 1 - Responsive ITN proposals received by the City will be provided to the Evaluation Committee that will be responsible to review and rank all ITN proposals received by the City. The Evaluation Committee will convene in a public meeting whereby they will discuss, evaluate and rank the responsive proposals. The committee may shortlist the responders based on ranked score or may opt to select all proposers to advance to the 2nd Phase whereby presentation and question and answers sessions will be scheduled with each invited proposer.

Phase 2 - The Evaluation Committee will convene in meetings with the invited proposers that were selected as part of Phase 1. These meetings are closed door meetings with each proposer. During this phase the Evaluation Committee will receive the sealed pricing information that will be submitted by each proposer (refer to Section ____). These meetings are not open to the public. Each invited proposers may provide presentations of the ITN and the qualifications of the team that will be providing the custodial services to the city. After each presentation there will be a question and answers session whereby the committee may request clarification or additional information from the proposer. Upon completion of all presentations and Q& A sessions, the committee shall discuss, evaluate

and rank the proposers. The committee may select all the proposers or may shortlist proposers for the next Phase 3 of the ITN process; negotiations with finalists.

Phase 3 – Representatives from the Evaluation Committee and other assigned City staff such as the Procurement Director, CFO and other Subject Matter Experts may be selected to meet with the finalist in order to discuss the financial proposal for the services. There is no scoring or ranking during Phase 3. Discussions with the shortlisted proposer may include proposed pricing structure, staff assignments, discussion as to workflows and ability to meet the needs of each facility at the city. The meeting will provide the opportunity for the city and proposer to be able to discuss not only the price of the services but any added value that will ultimately allow the city the ability to request the Best and Final Offer (BAFO) from each finalist.

Phase 4 – During this last phase of the ITN process the Procurement Department will request from each finalist to submit their Best and Final Offer (BAFO). The Procurement Department will schedule a date and time for the BAFO submission.

The submitted BAFOs will be reviewed and if questions related to the BAFO's are required, Procurement will address those questions with the finalists. Once all questions have been answered and any clarifications have been completed a final public Evaluation Committee Meeting will be scheduled.

The Evaluation Committee will meet for final time to review the BAFO from each finalist. The Committee has latitude as to how they will determine the recommended awarded finalists. They may utilize the attached Final Phase scoring criteria attached to this section or they may elect another method to determine a final ranking that will assist with the final recommendation of award.

Evaluation Criteria

The following Evaluation Criteria will be utilized by the Evaluation Committee to assist with the ranking of proposals of this ITN selection process.

Phase 1

Evaluation Criteria		
Criteria	Description	Maximum Points
1. Experience & Qualifications	Demonstrate experience with similar - sized municipal/government contracts.	30
2. Work Plan / Methodology	Proposed approach to cleaning, staffing plan, supervision, schedules, and quality assurance.	25
3. References & Past Performance	Quality of references, history of reliable service, and contract fulfillment.	20

4. Staffing & Training Plan	Qualifications of custodial staff, background checks, and ongoing training programs.	10
5. Sustainability / Green Cleaning	Use of environmentally friendly products and sustainable practices.	10
6. Innovation / Value-Added Services	Additional services or technologies offered including equipment that improve service quality or efficiency.	5

Phase 2

Evaluation Criteria		
Criteria	Description	Maximum Points
1. Experience & Qualifications	Demonstrate experience with similar - sized municipal/government contracts.	30
2. Work Plan / Methodology	Proposed approach to cleaning, staffing plan, supervision, schedules, and quality assurance.	10
3. References & Past Performance	Quality of references, history of reliable service, and contract fulfillment.	10
4. Staffing & Training Plan	Qualifications of custodial staff, background checks, and ongoing training programs.	10
5. Price Proposal	Price proposal submitted by proposer will be evaluated and ranked	40

Final Phase

Evaluation Criteria		
Criteria	Description	Maximum Points
1. Revised Cost Proposal (BAFO)	Any updates to pricing after negotiations or clarifications (BAFO). Assess for cost-effectiveness.	40
2. Demonstrated Understanding of Scope	Clarity in understanding the City's needs and unique challenges based on BAFO narrative.	20
3. Operational Readiness	Ability to start on time, supply chain readiness, and availability of trained staff.	20
4. Value-Added Enhancements	Extra offerings, technology, reporting, or efficiencies not required but beneficial	10

5. Risk Mitigation / Contingency Plan	Quality of proposed solutions for staffing shortages, emergencies, or complaints.	10
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Site Visits to Bidder Facilities: The City, at its sole discretion, reserves the right to inspect any / all Bidder facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Bidder, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

Post Council Approval

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

2.10 DUE DATE AND METHOD OF ITN PROPOSAL RESPONSE

All Bids are due no later than July 17, 2025 at 2:00 pm, EST. ALL ITN PROPOSAL RESPONSES MUST be uploaded to Demandstar to be responsive. All bids received will be publicly opened and the name if bidder read out loud. The Bid opening will be opened to the public as well as streamed via Microsoft Teams. Since this is an ITN and pricing is negotiable, pricing may not be disclosed at the Bid opening as it's a factor to be determined through the ITN negotiation process. Any attempt by any prospective proposer in submitting a response to the ITN after July 17, 2025 at 2:00pm, such response or attempt will be deemed non-responsive and would receive no consideration under this ITN competitive selection process.

All responses to this ITN MUST be uploaded on-line in Demandstar as a pdf file and presented and properly labeled with the proposer's name and the ITN bid response title of **"ITN #2025-12- City Facilities Custodial Services"**. **No physical, mail-in or faxed ITN responses by prospective proposers will be accepted.**

Any disputes regarding timely receipt of bids shall be decided in the favor of the City of Doral. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bid. The City of Doral cannot be responsible for bids received after opening time and encourages early submittal. Bids received by the City after the time specified for receipt will not be considered. It is highly advised that prospective proposers allow

sufficient time to unload their ITN pdf bid response to Demandstar and rule out any troubleshooting issues that may arise with the upload.

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

2.11 INSURANCE REQUIREMENTS

Successful bidder shall maintain, at their sole expense, during the term of this agreement the following insurances (to be furnished at time of award):

A. Commercial General Liability Insurance (Occurrence Basis)

Combined single limit Bodily Injury/Property Damage, including Products Liability, with minimum limits of not less than \$1,000,000.

B. Automobile Liability Insurance

Combined single limit Bodily Injury/Property Damage of not less than \$1,000,000 combined single limit covering owned, hired and non-hired vehicle use.

C. Worker's Compensation:

Worker's compensation insurance covering the Bidder and the Bidder's employees with not less than the following limits:

Worker's Compensation \$100,000/500,000/100,000 for coverage

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

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

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

2.12 EXCEPTIONS TO SPECIFICATIONS

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

2.13 COMPLETE PROJECT REQUIRED

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

2.14 INQUIRIES

Any questions regarding this Bid shall be directed in writing to the attention of Roman Martinez, MPA, CCPO, CPPB, Procurement and Asset Management Director at procurement@cityofdoral.com. All inquiries must have in the subject line the following: **City Facilities Custodial Services ITN#2025-12** . If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Bidders requiring clarification or interpretation of the ITN must submit them via email on or before July 7, 2026 at 5:00pm. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Bidders. In addition, inquiries and responses may also be posted on the City of Doral website.

2.15 ATTACHED FORMS

2.14.1 Non-Collusion Affidavit

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

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

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

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

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

2.15.2 Americans with Disabilities

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

2.15.3 Compliance with Equal Employment Opportunity

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C. Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C. Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

2.15.4 Public Entity Crimes

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

The above referenced forms are included in ‘Forms / Deliverable’ at Section 6 of this solicitation. Please ensure that you read these forms, and all others contained within Section 6 thoroughly, and return them signed and notarized where required. ITN responses received with incomplete forms may be deemed unresponsive. The City reserves the right to request any form that has inadvertently been omitted and submitted.

SECTION 3 – SCOPE WORK AND TECHNICAL SPECIFICATIONS

3.1 INTENT

The City seeks to identify a qualified company to provide custodial services to various City facilities. The City intends to engage one or more responsive and responsible Proposer(s) that are certified in Green Building Best Maintenance Practices for performing various Custodial Services. The City intends to use the Proposals submitted in response to this RFP to rank order the Proposers according to the requirements of the solicitation and to then initiate contract negotiations with the top ranked Proposer(s) as more particularly described in this RFP. It is the intent of the City to award a contract for an initial three (3) year term with an option to renew for two (2) additional one (1) year periods for a potential total of five (5) years.

3.2 QUALIFICATIONS AND EXPERIENCE

The City wishes to engage a firm that is regularly engaged in, and legally authorized to conduct, the business of providing the services as described herein. The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term “equipment and organization” as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Doral. Bidder shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.

In order to meet the minimum experience requirements for consideration, Proposers must have a record of performance and operation within Florida for the five (5) year period immediately preceding this ITN. Additionally, Proposers must have performed work in Florida on at least three (3) Custodial Maintenance jobs, each within the past five (5) years. At least one (1) of these jobs must have been performed for a governmental entity in Florida. Failure to meet these minimum requirements shall render a proposal non-responsive

3.3 SCOPE OF WORK

The Awarded Proposer shall be required to perform various Custodial Services, which shall include but not be limited to the provision of: all personnel/labor, supervision, cleaning supplies and paper products consisting of: toilet paper, toilet seat covers, hand paper towels, garbage can liners, hand soap and any other materials necessary for the complete servicing of the facility/facilities in accordance with the specification provided. Any and all products utilized shall be “Green Certifies Products” of the highest quality to effectively perform all duties. Failure to provide paper products or supplies of a quality

previously approved by the City may be deemed insufficient by the Facilities Manager and shall be replaced by other approved products when required.

FACILITIES

The facilities to be maintained are as follows:

- Doral City Hall
 - Approx. 50,670 square foot three story building
 - LEED Certified Government Center.
 - The facility houses: The Office of the Mayor, City Council and approximately 170 City employees of various departments.
- Cultural Arts Center
 - Approx. 14,000 square foot building
 - All building and auxiliary areas
 - Day Services as needed for special events
- Doral Police Department
 - Approx. 24,430 square foot two story building.
 - Police Department of Doral and EEC MD County.
- Public Works Warehouse
 - Approx. 4100 square foot building
 - warehouse, vehicle repair facility and PW offices.
- Police Department Training Center
 - Approx. 10,150 square foot building
 - PD training department and simulation center.
- Central Park
 - Approx. 65,000 square foot building
 - All buildings and auxiliary areas
 - Community Center
 - Night Cleaning
 - Clean and supervise 65,000 sq. ft. of interior space nightly (excluding the basketball gym).
 - Staffing: 4 porters, 4 hours per day, 7 days a week.
 - Basketball Gym
 - Weekly special cleaning services.
 - Includes cleaning backboards and bleacher seating areas.
 - Day Porter Services
 - 2 day porters, each working 56 hours per week.
 - Responsibilities:
 - Ongoing cleaning of public areas
 - Restroom maintenance and restocking
 - Support during programs and events
 - Aquatic Center – Competition Side
 - Nightly cleaning and disinfection of:
 - Pool deck

- Locker rooms
- Restrooms
- Aquatic Center – Water Park Side (Seasonal)
6-Month Weekend Coverage
 - 2 porters
 - 8-hour shifts on Saturdays and Sundays
- 3-Month Peak Season Daily Coverage
 - 2 porters
 - 8-hour shifts daily (7 days a week)

The City reserves the right to expand the scope of services to include additional facilities as needed and negotiated between the City and Awarded Proposer(s).

3.4 HOURS AND HOLIDAYS

All services for this facility shall be conducted between the hours of 4:00 p.m. and 11:00 p.m., five (5) days per week (Monday through Friday) or upon such other timeframe approved by the City. Janitorial personnel will not be required to work on the following holidays observed by the City:

- New Year's Day
- Memorial Day
- Juneteenth Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

3.2 GENERAL TERMS AND CONDITIONS

DEFAULT/FAILURE TO PERFORM -The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder/Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder/Proposer to meet any terms of this agreement, the City will notify the Bidder/Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- B. Failure to begin the work under this Contract within the time specified.

- C. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.
- E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Bidder/Proposer incapable of performing the work in accordance with and as required by the Contract.
- F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

3.3 EMERGENCY / DISASTER PERFORMANCE

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

The bidder/proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed or supplied over a *period* of time.

3.5 PRICE ADJUSTMENTS

Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed to the City.

3.6 QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT

All products utilized throughout the facility in the performance of successful Bidder's responsibilities shall be Green Certified Products of highest quality to effectively perform all duties. Failure to provide paper products or other supplies of a quality previously approved by the City may be deemed insufficient by the Facilities Manager and shall be replaced by other approved product(s) when required. All equipment shall be safe and in good operational condition.

3.7 PRODUCT SUBSTITUTES

In the event a particular awarded and approved manufacturers product becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded

price or lower provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

3.8 QUALITY OF WORK/SERVICES

The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation,

3.9 INSPECTIONS

The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives.

3.10 PURPOSE

The purpose of this Solicitation is to establish a contract, for the provision of custodial services for the City of Doral City Hall Facility, as specified herein, from a source(s) of supply that will give prompt and efficient service fully compliant with the terms, conditions and stipulations of the solicitation.

3.11 PRE-BID MEETING AND SITE INSPECTION

A MANDATORY pre-bid conference will be held on June 25, 2025 at 10:00am. at the City of Doral City Hall, 8401 NW 53rd Terrace Doral, Florida 33166, 3rd Floor Training Room. Upon completion of the Pre-Bid Meeting, site visits will commence at all city facilities that are included for service under this ITN. Purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the ITN documents. Because the City considers the conference to be critical to understanding the bid requirements, **attendance is Mandatory in order to qualify as a bidder.**

It is the bidder's responsibility, prior to submitting a proposal, to acquaint himself/herself thoroughly, regarding any and all conditions and/or requirements that may in any manner affect the work to be performed. No allowances will be made because of lack of knowledge of these conditions.

Following the pre-bid conference, all prospective bidders/prop[osers are required to visit and inspect all of the sites listed in this ITN. Below is the list of city facilities with the respective time of their site visit.

City Hall

8401 NW 53rd Terrace Doral, Florida 33166

June 25, 2025 at 11:00am

Cultural Arts Center

8363 NW 53rd St, Doral, FL 33166

June 25, 2025 at 12:00pm

Doral Police Department (PD)

6100 NW 99th Ave, Doral, FL 33178

and

Doral Police Department (PD) Training Center

6100 NW 99th Ave, Doral, FL 33178

June 25, 2025 at 1:30pm

Public Works Warehouse

Need the address

June 25, 2025 at 2:30pm

Doral Central Park Community Center

3005 NW 92nd Avenue, Doral, FL 33172

June 26, 2025 at 9:00am

Doral Aquatic Center

3005 NW 92nd Avenue, Doral, FL 33172

June 26, 2025 at 11:00am

All times for site visits outlined above at each location are open to change and will be announced by Procurement staff as visits occur during the day at each location.

Sign-in sheets confirming site visit attendance and inspection(s) will be at each of the facilities. Failure by any prospective proposer in attending the scheduled Pre-Bid Meeting and subsequent site visits to each facility location may deem the prospective bidder as non-responsive to the requirements of this ITN solicitation and would not be considered under this ITN selection process.

IT IS MANDATORY THAT THE BIDDER ATTEND AND INSPECT THE FACILITIES IN ORDER TO QUALIFY TO BID ON THIS ITN. FAILURE TO CONDUCT INSPECTIONS DURING OUR SCHEDULED DATE AND TIME SHALL DEEM ANY BID FROM THE SAME AS NON-RESPONSIVE.

3.12 TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for an initial three (3) year term with the option to extend for two (2) additional one (1) year periods, subject to the availability of funds for succeeding fiscal years. Upon completion of the 5-year period, at the city's discretion, the City may either extend the ITN contract award for two (2) additional one-year terms or may opt to reissue a new ITN to select a new service provider.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

3.13 NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to Contractor or his assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular or any project(s) will be awarded to any firm(s).

3.14 EQUITABLE ADJUSTMENT

The Purchasing Department may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to circumstances beyond the successful bidder(s) control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the successful bidder(s) that continued performance of the contract would result in a substantial loss. Successful bidder(s) might have to supply documentation to justify any requested percentage increase in cost to the City of Doral.

3.15 METHOD OF AWARD

Since this is an Invitation to Negotiate (ITN), the Award of this ITN and subsequent contract will be made to the **best, responsive and responsible bidder** meeting the specifications and requirements of this ITN. Bidder/Proposer may provide a bid for all locations listed on pages 62 and 63 of the Bid Price Sheets. Bidder/Proposer may opt to submit a bid price only for specific facilities that they would like to service. Process and method of selection based on the proposed offer of service by the proposer and its acceptance will be determined by the Evaluation Committee.

The City reserves the right to accept or reject any or all bids or parts of bids, waive informalities, and re-bid these services specified herein.

3.16 BIDDER'S MINIMUM QUALIFICATIONS

In order to maintain the City's property at a high level, the City is seeking qualified bidders who have experience and provide quality custodial services. Bids shall be considered only from firms that are regularly engaged in the business of providing custodial/janitorial services as described herein; and who can meet the minimum qualifications established below:

- I) Current copy of Occupational License must be submitted with bid.

- 2) Shall have a record of performance of no less than five (5) consecutive years, operating under the same name, and performing custodial services for commercial or government entities, similar in nature and scope as described in the specifications herein.
- 3) Shall have never filed for bankruptcy, be in sound financial condition, have no record of pending lawsuits or criminal activities, and shall not have conflicts of interest which may be of embarrassment to the City.
- 4) Not submit a bid should the contractor have any member, officer, or stockholder that is in arrears or is in default of any debt or contract involving the City, is a defaulter or surety otherwise, upon any obligation to the City, and/or has failed to perform faithfully any previous contract with the City.
- 5) Bidder shall provide at a minimum, three (3) professional references. On Section 6 of this ITN there is a Performance Evaluation Survey. Prospective proposer is to send the survey to their client and in turn the client will forward the Performance Survey to the City of Doral to the attention of Roman Martinez, MPA, CCPO, CPPB, Procurement and Asset Management Director at procurement@cityofodoral.com. The City reserves the right to verify and/or visit these or any other references as part of the evaluation and ranking of proposers.
- 6) Bidder shall be certified in Green Building Best Maintenance Practices by an accredited Institution.
- 7) Bidder must provide a Quality Control Program, suited to track performance and to ensure the highest quality service.

3.17 SERVICE DELIVERABLES

The successful bidder(s) shall provide services during the frequency, as indicated in Specifications.

3.18 PERFORMANCE

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

3.19 PERSONNEL

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

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

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

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

3.20 BACKGROUND CHECK INVESTIGATION

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

3.21 EMPLOYEE IDENTIFICATION / MONITORING OF WORK

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

3.22 APPAREL

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

3.23 MINIMUM WORK

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

3.24 LABOR, SUPERVISION, MATERIALS, AND EQUIPMENT

The Contractor shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, and other equipment necessary for satisfactory completion of all the services as specified in this ITN. All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment must have all proper safety devices required by law which shall be properly maintained and in use at all times. To this regards, the City reserves the right to request a list of such items for approval of use. It may require a change of designated item(s) that are deemed by the City as unsafe or which may create an uncomfortable environment and or service to City employees or patrons.

3.25 FAILURE TO PERFORM

Should the Contractor fail to perform in full accordance, at any time, with the specifications as cited in this ITN, Contractor may be determined to be in default of-the Contract. Contractor shall be required to have sufficient supplies and other equipment on hand to supply facilities at the same time, and failure to have sufficient equipment, supplies, and materials, at all times shall be grounds for default. At no time shall the Contractor be paid for any day that his/her personnel fail to show up to work, or fail to perform in full accordance with the specifications and to the satisfaction of the Facilities Manager. Should this occur, the City should deduct liquidated damages as indicated under said provision. Should the Contractor fail to perform in accordance with the Contract, as determined solely by the City, the City shall make the determination to deem the Contractor in default. The City shall be the sole judge of non-performance, failure to perform, and default of Contract. The city reserves the right to exhaust all its opportunities

in curing any, and all non-performance issues prior to issuing a final determination on non-performance. The date of termination shall be stated in the written notice.

Should it not be possible to reach the contractor or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, and in addition to other determinations of default, the City reserves the right to declare Contractor in default, make appropriate reductions in the contract payment, and cancel the contract.

3.26 PRICING

Bidder shall include in proposal for each of the city's facilities, a breakdown of labor cost, chemical supplies, miscellaneous supplies, paper goods, and equipment to be used in the performance of custodial/janitorial services cited in this ITN, a separate breakdown shall be provided for Green Certified chemicals and paper goods as per Green Seal's Standard for Industrial and Institutional Cleaners. In addition bidder shall include all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the bidder to its employees.

3.27 COMPLETED WORK

The Contractor shall notify the City upon completion of the work at each city location. The City's representative will inspect the completed work and must approve it before authorizing payment. If the work does not meet the requirements outlined for each facility, payment will be withheld until corrective actions are taken to bring the work into compliance with the outcomes specified in this ITN. Any task that is not satisfactorily completed must be redone by the Contractor at no additional cost to the City.

3.28 ADDITION/DELETION OF FACILITIES/ITEMS

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

There may be occasions whereby the city may remove or delete services to specific areas within each facility. If this occurs, the city is requesting that the bidder provide a process by which they will credit the city for the services that have been modified or deleted. An Amendment to the contract may be issued to properly address any changes to the original scope of work for each facility.

3.29 AUTHORIZATION TO PERFORM WORK OUTSIDE OF SPECIFICATIONS

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

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

3.30 CONTRACT ADMINISTRATORS

Upon award, contractor shall report and work directly with the Facilities Manager(s) at each city locations.

3.31 LEGAL HOLIDAYS

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

*Dates as indicated shall not be considered legal holidays for Successful Bidder unless stated otherwise

3.23 SUPERVISION

Contractor shall assign one working "On Duty" Supervisor, as required by the specifications, and provide the name and contact information in the designated section within the bid. The assigned "on duty" supervisor shall make certain that service *is* provided according to the site's specifications and submit inspection reports if required. Contractor shall also provide the name and telephone number where the Contractor may be reached at any time for purposes of taking complaints and receiving information as to daily contract performance. In the event the assigned Supervisor demonstrates an inability to properly supervise his/her personnel as determined by the contract

administrator or his/her designee, then the contract administrator or his/her designee have the authority to request the immediate dismissal of said Supervisor of his/her responsibilities at the facility and Contractor is to assign another individual upon four (4) hour notice (if requested by the City) to supervise staff in a satisfactory manner as determined by the contract administrator or his/her designee. The City shall only be liable for payment of the actual hours worked by said Supervisor(s).

3.34 WEEKLY REVIEW MEETINGS

At no additional expense to the City, the Contractor's owner (company president and/or owner) or other officer or individual as approved by the Facilities Manager at each city location, will be available to meet with the Facilities Manager, or a designated member of his staff, on a weekly basis for the purpose of reviewing the performance of the contracted workforce and effecting what changes, if any, are necessary. At no additional cost to the City, upon the need arising as determined by the Facilities Manager, the Contractor's owner or designee will be available to meet with the Facilities Manager to discuss any special problems or concerns. This individual will be available within one (1) working day upon notification.

3.35 DAMAGES TO PUBLIC/PRIVATE PROPERTY

The contractor shall carry out the work with such care and methods as not to result in damage to public or private property. Should any public or private property be damaged or destroyed, the contractor, at his/her expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done).

3.36 FORCE MAJEURE

Except as otherwise expressly provided herein, neither party shall be considered in default in the performance of *its* obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or public enemy, fire, explosions, riots, strikes (not including strikes of the Bidder's Staff Personnel), or war. Notwithstanding the forgoing, the failure of any of the Bidder's suppliers, or the like, shall not excuse the Bidder's performance except that such failures are due to any cause without the fault and reasonable control of such suppliers, or the like, including but not limited to acts of God or public enemy, fire, explosions, riots, strikes (not including strikes of the Bidder's Staff Personnel), or war.

3.37 REPORTING DAMAGES CAUSED BY THE SUCCESSFUL BIDDER AND PAYMENT

Any damage caused by the successful bidder shall be reported to the Facilities Manager either in person or in writing. Successful bidder shall be responsible for paying for any

and all damages of which may be paid via a credit against monthly billing or by direct payment.

3.38 INDEPENDENT BIDDER

The Bidder is engaged as an independent contractor and agrees to perform the services in the manner of and as an independent bidder. In accordance with the status of an independent bidder, the Bidder covenants and agrees that the Bidder will conduct itself in a manner consistent with such status; that the Bidder will neither hold the City out as, not claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to workers compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

The Bidder's Staff Personnel shall not be employees of the City, and the Bidder alone shall be responsible for their services, the direction thereof, and their compensation and benefits of any kind. Nothing in this contract shall impose any liability on the City on account of its acts, omissions, liabilities or obligations, or any person, firm, company, agency association, corporation, or organization engaged by the bidder as an expert, consultant, independent bidder, specialist, trainee, employee, servant or agent for taxes of any nature, including, but not limited to unemployment insurance, workers compensation and anti-discrimination or services place legislation of any kind and the Bidder agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.

3.39 SMOKING AND UNSAFE ACTS

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

3.40 SAFETY

Successful Bidder shall provide the Contract Administrator with Material Safety Data Sheets on all chemical products, which will be introduced to the City prior to their actual use. The successful Bidder shall be responsible for its equipment with regards to safety and security and, as a minimum, shall ensure the following:

- All personnel are properly trained in the use of equipment and chemicals as per Occupational Safety & Health Administration (OSHA) regulations and Material Safety Data Sheets (MSDS).
- Proper signage is employed when cleaning (Caution wet floors, etc.)
- Traffic cones, or like devices, are properly placed when extension or power cords and other such items are in use,

- All employees are physically capable of performing all the required tasks to include being able to see/hear with no difficulty all fire alarms and be able to understand verbal directives with regards to evacuating the Center in emergency situations and how and when to a sound of an alarm.
- Develop an evacuation plan to ensure safe evacuation of facilities during emergency situations.
- Personnel are accounted for in the event of an emergency.

3.41 ADDITIONAL EQUIPMENT / TOOLS

Successful Bidder shall provide all equipment and tools, including safety cones, caution wet floor signs, to perform the required and directed work of the requirements specified in this ITN. All equipment must be in satisfactory condition at all times, unsafe or questionable equipment will be immediately removed from the property. Janitorial/maintenance-related carts will be equipped with rubber bumper guards for the purpose of preventing damage to, or marking of, walls and other surfaces.

3.42 WATER EXTRACTION

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

3.43 RESPONSIBILITY FOR FACILITY ACCESS CARDS

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

3.44 INVENTORY OF EQUIPMENT

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

3.45 QUALITY OF WORK

All work shall be performed using superior maintenance standards and techniques. The frequencies established for repetitive maintenance tasks are minimum frequencies, which must be increased if deemed necessary and requested by the City. Failure to perform

under the terms and conditions of this contract will cause the contract administrator to submit a Vendor Performance Form, issuance of (3) Vendor Performance Forms indicating poor performance may be grounds for default of contract and subject to (Termination) Provision of this ITN.

3.46 STORAGE AREAS

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

3.47 SCAVENGING

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

3.48 INSPECTION

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

The right of inspection herein provided is intended solely for the benefit of the City. Neither the right of inspection nor the any failure to draw attention to or point out such defects, errors or variations shall give the successful Bidder any right or claim against the City or shall in any way relieve the successful Bidder from its obligations under the term of this contract.

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

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

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

3.49 TERMINATION

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

B. FOR CONVENIENCE - The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Doral. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Doral the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Doral shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

3.50 GIFTS

It is the City's strict policy that City employees are not to receive gifts of any kind for any reason, regardless of value, from any Contractor / Vendor. As such, the successful Bidder or any employee of the same will not give or attempt to give, any gifts to any city employee.

3.51 EMERGENCY AND CONTACT INFORMATION

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

Furthermore, the Contractor shall have available an individual to answer telephone communications during normal working hours (Monday thru Friday), and an answering machine for occasions that an individual is not available. Bidder(s) shall be aware of the possible loss of business due to the bidder being unavailable.

3.52 PRIMARY CLIENT (FIRST PRIORITY)

The successful bidder(s)/proposer(s) agree upon award of this contract that the City of Doral shall be its primary client and shall be serviced first during a schedule conflict arising between this contract and any other contract successful bidder(s)/proposer(s) may have with any other cities and or counties to perform similar services as a result of any catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency impacting various areas during or approximately the same time.

3.53 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the bidder's/proposer's authorized signature affixed to the bidder's/proposer's acknowledgment form attests to this.

3.54 SUPPLIES

The Contractor shall furnish all chemicals and supplies to include toilet paper, hand towels, toilet seat covers, garbage can liners, bathroom fresheners, hand soap and sanitary napkins needed in order to fully maintain the facility. These supplies must be compatible with existing dispensers at the facilities.

3.55 DEFINITIONS

Common House Services/Janitorial Definitions (including but not limited to):

- a. Anti-Static: Process of treating surfaces to eliminate static electricity.
- b. Bonnet Clean: Carpet maintenance using yarn bonnet attached to floor machine.
- c. Buff: Polishing with a nylon pad.
- d. Damp Wipe: Remove all surface dirt with a damp cloth.
- e. Dust: Remove all loose dirt and debris from a given area/surface. Treated cloths shall be used in Council Chambers and similar areas. Laundered type or disposable treated cloths shall be used in other areas.
- f. Dust High: Dusting above eye level.
- g. Dust Mopping: Sweeping procedure with short stringed dust mop. Empty and remove contents and wipe interior and exterior with damp cloth to remove all dust
- h. Damp Wipe: dirt, and smudges. (Includes, wash, clean, and rinse).
- i. Water Extraction: One method of deep carpet cleaning -use of a device which applies a hot or cold solution under pressure and removes same with a vacuum process in a one-step operation.
- j. Mop Damp/Wet: Remove all surface dirt and stains with a cotton mop and warm, clean water utilizing an approved cleaning agent when required and then rinsing.
- k. Police: Pick up debris and surface litter.
- l. Polish: Apply approved polish and rub to a high luster with dry cloth.
- m. Public Area: Any area jointly used by employees and/or the public. Also referred to as a common area for the purposes of this contract. Normally a common area is any area used by all employees of a given area or facility but not necessarily visitors

and/or the public.

- n. Scavenge: To salvage from discarded or refuse material.
- o. Seal: Process applied to floors after stripping and prior to waxing for the purpose of making floors less porous.
- p. Shampoo: Cleaning application of carpet using approved shampoo-type product.
- q. Spot Clean: Removal of fingerprints, stains smudges, gum, and marks from walks, walls, carpets, doors, furniture, glass, floors, and fixtures.
- r. Spray Buff: Buffing in conjunction with spray application of liquid to remove surface marks and improve appearance utilizing a nylon pad and minimum moisture.
- s. Strip: Completely remove accumulation of floor finish, surface dirt, stains, and marks.
- t. Seal Refinish: with penetrating sealant by working in with floor machine. Apply polishing compound for final touch up and buffing to a high luster finish.

Note: Trash/Waste Receptacles will include all receptacles (e.g.: trash, recycling, etc.)

SECTION 4 - SERVICE SPECIFICATIONS

4.1 FREQUENCY OF SERVICE

City Hall

- **Facility Size:** 50,670 sq. ft., three-story building
- **Description:** LEED Certified Government Center housing the Office of the Mayor, City Council, and approximately 170 City employees from various departments.
- **Cleaning Schedule:**
 - **Frequency:** 5 days per week (Monday – Friday)
 - **Service Hours:** 4:00 p.m. – 11:00 p.m.

Doral Police Department (PD)

- **Facility Size:** 24,430 sq. ft., two-story building
- **Description:** Houses the Doral Police Department and EEC MD County.
- **Cleaning Schedule:**
 - **Frequency:** 5 days per week (Monday – Friday)
 - **Service Hours:** 4:00 p.m. – 11:00 p.m.

Public Works Warehouse

- **Facility Size:** 4,100 sq. ft.
- **Description:** Includes a warehouse, vehicle repair facility, and Public Works offices.
- **Cleaning Schedule:**
 - **Frequency:** 5 days per week (Monday – Friday)
 - **Service Hours:** 4:00 p.m. – 11:00 p.m.

PD Training Center

- **Facility Size:** 10,150 sq. ft.
- **Description:** Houses the Police Department training department and simulation center.
- **Cleaning Schedule:**
 - **Frequency:** 5 days per week (Monday – Friday)
 - **Service Hours:** 4:00 p.m. – 11:00 p.m.

Doral Central Park Community Center

- **Community Center Night Cleaning:**

- **Facility Size:** 65,000 sq. ft. interior space (excluding the 15,000 sq. ft. basketball gym)
- **Includes:** Offices, restrooms, and open areas
- **Frequency:** 7 days per week
- **Community Center Basketball Gym Cleaning:**
 - **Includes:** Cleaning of basketball backboards and seating areas
 - **Frequency:** 1 day per week
- **Community Center Day Porter Service:**
 - **Staffing:** (2) Day porters
 - **Hours:** 112 hours per week (56 hours per week per porter)
 - **Frequency:** 7 days per week

Doral Aquatic Center Cleaning Services Night Cleaning:

- **Aquatic Center Water Park:**
 - **Includes:** restrooms
 - **Facility Size:** restrooms
 - **Frequency:** 2 days per week (9 months per year) and 7 days per week (11 weeks per year)
- **Waterpark Day Porter Service:**
 - **Staffing:** (1) Day porters
 - **Hours:** 7 hours per day
 - **Frequency:** 2 days per week (9 months per year) and 7 days per week (11 weeks per year)
- **Aquatic Center Competition Side Night Cleaning:**
 - **Includes:** Restrooms
 - **Facility Size:** 1906 sq. ft
 - **Frequency:** 7 days per week, year-round

Doral Legacy Park Community Center

- **Community Center Day Porter Service:**

- **Facility Size:** 34,000 sq. ft. interior space (excluding the 13240 sq. ft. basketball Gym)
- **Staffing:** (1) Day porters
- **Hours:** 56 hours per week
- **Frequency:** 7 days per week

4.2 SERVICES PROVIDED ON A DAILY BASIS

A. Common/Public areas, Offices, Gymnasiums and Auditoriums

1. Empty and clean all waste and sanitary receptacles, replace plastic liners; wash if necessary.
2. Remove all waste collected from the building and dispose on City provided commercial dumpster.
3. Empty all office recycling receptacles and dispose into City provided 96 gallon recycling carts.
4. Vacuum all carpets.
5. Remove dirt *and or* marks from doors, walls, elevator walls and doors, light switches, glass panels and partitions.
6. Clean and disinfect all drinking fountains.
7. Spot clean carpets as needed.
8. Check for, and remove, any and all cobwebs.
9. Spot clean furniture, fixtures, doors walls, counters and glass partitions.
10. Sweep and damp mop elevators (including parking garage elevator), and main stairwells with germicidal detergent.
11. Spot clean main stairs, landings, walls, doors, and handrails.
12. Police all stairs and landings to ensure cleanliness.
13. Sweep and damp mop all hard floors using germicidal detergent and appropriate Caution Wet Floor Warning signs (Granite floors included as applicable).
14. Damp mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices to safeguard the public and departmental personnel.
15. Clean the clerk/ cashier windows and all building entrance doors.
16. Wipe clean all conference room tables.
18. Clean all water drinking fountains.
19. Wipe down and disinfect all exercise equipment.

B. Restrooms

1. Clean and disinfect all urinals and toilet bowls, including toilet seats.
2. Clean and polish all mirrors and plumbing fixtures.
3. Wash, clean and disinfect all urinal walls and stall partitions.
4. Clean and disinfect all trash receptacles and replace all with plastic liners; wash if required.
5. Wet mop and disinfect all floors.
6. Scrub and disinfect all sinks and counter tops.
7. Remove all splash marks from all walls, partitions and cabinets.
8. Spot clean all commode partitions and doors, inside and outside.
9. Clean and dry all tables.
10. Replace urinal screens as needed.
11. Provide disposal bags for sanitary products on as needed basis where restrooms have provisions for these items.
12. Refill all dispensers and replenish all paper supplies and hand soap on a daily basis.
13. Report water leaks to the Facilities Manager.

C. Showers and Locker Rooms

1. Sanitize and polish all fixtures and splatter areas.
2. Damp clean and polish all mirrors, counter tops.
3. Clean and sanitize all showers and dressing areas: clean all shower hardware, walls and floors.
4. Remove all trash, debris, toiletries, or other articles left unattended outside lockers, which appear to be abandoned. (Determine placement of these items in conjunction with the Facilities Manager.
5. Disinfect lockers, furniture, fixtures, walls, partitions, doors, etc.
6. Wipe down and sanitize benches.
7. Empty trash and sanitary receptacles, replace liners.
8. Refill all paper, hand soap dispensers and sanitary napkin dispensers.

D. Employee Lounge Areas

1. Empty trash and recycling receptacles, replace liners.
2. Clean trash and recycling receptacles.
3. Re-arrange furniture as needed.
4. Spot clean furniture, fixtures, doors walls, counters and glass partitions.
5. Wipe clean all tables, cabinets, appliances and counter tops.
6. Sweep hard floor surfaces.
7. Damp mop floors with germicidal detergent.

4.3 SERVICES REQUIRED ON A WEEKLY BASIS

A. Common/Public areas, Offices, Gymnasiums and Auditoriums

1. Dust, all building areas to include all surfaces of furniture (desks, tables, counters, files, fixtures, etc.) (Note: some personnel may request that their personal desk(s) be excluded; however, the bid should be based on all furnishings).
2. Clean and polish all furniture to include the auditorium furniture, podium etc.
3. Clean and spray buff hard floor surfaces including Granite floors as applicable.
4. Dust window treatments/blinds and windowsills.
5. Clean glass partitions.
6. Clean behind all doors and crevices along walls to eliminate dust buildup.
7. Vacuum or brush all upholstered furniture.
8. Sweep all stairwells, including parking garage.
9. Vacuum and clean all designated "high traffic" carpet areas.
10. Clean mop sink on janitorial closets.
11. Sweep and mop floors of janitorial closets.

B. Restrooms

1. Machine scrub and disinfect all restroom ceramic tile floors.
2. Wash and disinfect stall partitions.

C. Showers and Locker Rooms

1. Machine scrub shower and locker room ceramic tile floors.
2. Wipe clean and disinfect all lockers.

D. Employee Lounge Areas

1. Machine scrub and spray buff hard floor surfaces.
2. Wash waste and recycling receptacles.
3. Clean interior and exterior of kitchen cabinets and drawers.
4. Clean upholstered seating as needed.
5. Perform thorough cleaning of tables, chairs and dining areas.

4.4 SERVICES REQUIRED ON A MONTHLY BASIS

A. Common/Public Areas, Offices, Gymnasiums and Auditoriums

1. Clean all air-conditioning vents.
2. Clean, strip, seal, buff and refinish various hard floor surfaces. Including Granite floors (With methods satisfactory to the City).
3. Vacuum and bonnet clean all carpets.
4. Clean interiors of all windows and window sills.
5. Clean and disinfect all trash receptacles and replace in their designated location(s).
6. Sweep and damp mop all stairs and/or landings.
7. Dust and clean all high areas not easy to reach during normal cleaning schedule.
8. Wipe clean all light fixtures throughout the building.

B. Restrooms

1. Deep clean all restrooms to include, toilet, sinks, ceramic tile walls, floors, tables, partitions and urinals.
2. Polish all plumbing fixtures and dispensers.
3. Dust all light fixtures and a/c vents.
4. Wash and disinfect all waste and recycling receptacles.

C. Showers and Locker Rooms

1. Deep clean showers and locker room areas to include ceramic tile walls, floors, dressing areas, benches, lockers and drain strainers.
2. Replace damaged or moldy shower privacy curtain as needed.

4.5 SERVICES REQUIRED ON A QUATERLY BASIS

A. Common/Public areas, Offices, Gymnasiums and Auditoriums

1. Steam clean all carpets, using the hot water extraction method.
2. Strip, seal and refinish all hard floor surfaces. Including Granite floors as applicable.
3. Dust all auditorium wood and fabric panels (high and low).
4. Clean wall coverings as needed, using extreme caution and approved methods.
5. Clean upholstered furniture/seating throughout the building.
6. Clean and polish all metal door thresholds.

4.6 CLOSING INSTRUCTIONS

Common Areas

1. Report any maintenance problems in Facilities Manager's log book.
2. Turn off lights.
3. Set any alarms.
4. Close and lock all building's exterior doors.

4.7 QUOTE FOR ADDITIONAL SERVICES

Provide quotes for additional services per Square Feet as follows:

- Carpet vacuuming
- Carpet cleaning
- Scrub and wash ceramic tile floors
- Strip, seal and buff VCT floors
- Dusting, cleaning, and removal of waste and recycling receptacles on approximately 1000 SQ. FT of office space.

4.8 ACCEPTANCE OF COMPLETED WORK

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

4.9 SUPPLIES AND PROGRAM

The Bidder shall supply all tools and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry out the work or services of his contract according to an approved program.

4.9.1. All equipment used in City Facilities shall comply with the requirements of IEQc3.4:

Green Cleaning, Sustainable Cleaning Equipment:

- Vacuum cleaners meet the requirements of the Carpet and Rug Institute “Green Label” Testing Program— Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and shall operate with a sound level less than 70dBA.
- Carpet extraction equipment for restorative, deep cleaning is certified by the Carpet and Rug Institute’s “Seal of Approval” Testing Program for deep-cleaning extractors.
- Powered floor equipment—e.g., electric and battery-powered floor buffers and burnishers—is equipped with vacuums, guards and/or other devices for capturing fine particulates and operates with a sound level less than 70dBA.
- Propane-powered floor equipment has high-efficiency, low-emission engines with catalytic converters and mufflers that meet California Air Resources Board (CARB) or Environmental Protection Agency (EPA) standards for the specific engine size and operate with a sound level of less than 90dBA.
- Automated scrubbing machines are equipped with variable-speed feed pumps and onboard chemical metering to optimize the use of cleaning fluids. Alternatively, the scrubbing machines use only tap water with no added cleaning products.
- Battery-powered equipment is equipped with environmentally preferable gel batteries.
- Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.
- Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.

4.9.2 Cleaning products and materials, including hard-floor and carpet-care products, used at the City Facilities shall, when possible, meet the requirements of IEQc3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials.

Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard-floor cleaners, carpet cleaners, general-purpose cleaners, specialty cleaners, odor control, disinfectants, disposable janitorial paper products and trash bags, and hand soaps.

4.9.3 IEQc3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials Criteria:

- The cleaning products meet one or more of the following standards for the appropriate category:
 - Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaner use for industrial and institutional purposes
 - Environmental Choice CCD-110, for cleaning and degreasing compounds
 - Environmental Choice CCD-146, for hard-surface cleaners

- Environmental Choice CCD-148, for carpet and upholstery care.
- Disinfectants, metal polish, floor finishes, strippers or other products not addressed by GS-37 or Environmental Choice CCD-110, 146, or 148 shall meet at least one of the following standards for the appropriate category:
 - Green Seal GS-40, for industrial and institutional floor-care products
 - Environmental Choice CCD-112, for digestion additives for cleaning and odor control
 - Environmental Choice CCD-113, for drain or grease-trap additives
 - Environmental Choice CCD-115, for odor-control additives
 - Environmental Choice CCD-147, for hard-floor care
 - California Code of Regulations maximum allowable VOC levels for the specific product category.
- Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable product category:
 - U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners
 - Green Seal GS-09, for paper towels and napkins
 - Green Seal GS- 01, for tissue paper
 - Environmental Choice CCD-082, for toilet tissue
 - Environmental Choice CCD-086, for hand towels
 - Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.
- Hand soaps meet one or more of the following standards:
 - No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements)
 - Green Seal GS-41, for industrial and institutional hand cleaners
 - Environmental Choice CCD-104, for hand cleaners and hand soaps.

4.9.4 Equipment and Supplies

The Awarded Proposer shall supply all tools, equipment, and supplies of every kind, ample in quantity and capacity, in good working order and suitable in character to carry out the work or services of the contract according to an approved program.

Approved Product List: The products indicated below are approved for use. Products beyond those listed here must be submitted for approval prior to use.

Product Type	Manufacturer/Product Name	Sustainability Criteria Met
Toilet Tissue	SCOTT® 2-ply Standard Roll Bathroom Tissue	Meets EPA Standards for minimum post consumer waste content.
C-Fold Towel	EcoSoft™ Green Seal™ C-Fold Towel	Exceeds EPA guidelines for post-consumer wastepaper content, and features environmentally preferable packaging
pGlass Cleaner	Betco Green Earth® Glass Fastdraw®	Environmentally preferable glass and surface cleaner. Green Seal Certified
Daily Disinfectant Cleaner	Betco Green Earth® Daily Disinfectant Cleaner Fastdraw®	A multi-purpose, germicidal detergent and deodorant effective in hard water up to 400 ppm plus 5% organic serum. Disinfects, cleans and deodorizes.
Natural All Purpose Cleaner	Betco Green Earth® Natural All Purpose Cleaner Fastdraw®	Environmentally Preferable spray and wipe cleaner
Peroxide Cleaner	Betco Green Earth® Peroxide Cleaner Fastdraw®	Environmentally Preferable multi-purpose cleaner. Green Seal Certified
Degreaser	Betco Green Earth® Natural Degreaser Fastdraw®	Environmentally Preferable degreaser

Restroom Cleaner	Betco Green Earth® Restroom Cleaner Fastdraw®	Heavy Duty Non-Corrosive Organic Acid Restroom Cleaner
Daily Floor Cleaner	Betco Green Earth® Daily Floor Cleaner Fastdraw®	Environmentally preferable daily floor cleaner. Green Seal Certified
Floor Stripper	Betco Green Earth® Floor Stripper	Non-butyl/ non-ammoniated stripper. Green Seal Certified
Floor Finish & Sealer	Betco Green Earth® Prelude Floor Finish & Stripper	Green Seal™ certified solution for protecting and maintaining floors.

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

4.9.5 Quality of Goods/Services

All products utilized throughout the facilities in the performance of the Awarded Proposer(s) responsibilities shall be Green Certified Products of highest quality to effectively perform all duties. Failure to provide products or supplies of a quality previously approved by the City may be deemed insufficient by the Facilities Manager and shall be replaced by other approved product(s) at Awarded Proposer(s)' cost when required. All equipment shall be safe and in good operational condition.

4.9.6 Processing of Application for Payment

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

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

cycle.

4.9.6 SAFETY AND PROTECTION

The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

- 4.9.6.1 All employees and other persons who may be affected thereby,
- 4.9.6.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and
- 4.9.6.3 Other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

4.10 WORK DURING INCLEMENT WEATHER

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

4.11 COMMENCEMENT CONFERENCE

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

END OF SECTION 4

SECTION 5 – BID SUBMITTAL FORM

THIS BID IS SUBMITTED TO:

City of Doral
8301 NW 53rd Terrace Suite 100
Doral, Florida 33166

1. The undersigned Bidder proposes and agrees, if this Bid 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 Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder 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 Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder 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.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

- (b) Bidder 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) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
 - (d) Bidder 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) Bidder 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) Bidder 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 Bidder.
- (g) This Bid 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; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

- 4. Bidder understands that the quantities provided are only provided for bid evaluation only. The actual quantities may be higher or lower than those in the bid form.
- 5. Bidder 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 Bidder shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
- 6. Bidder agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
- 7. Communications concerning this Bid shall be addressed to:

Bidder: _____

Address: _____

Telephone _____

Facsimile Number _____

Attention: _____

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

STATEMENT

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

SUBMITTED THIS DAY _____, 2025.

Person Authorized to sign Bid: _____ (Signature)

Name) _____ (Print)

(Title)

Company Name: _____

Company Address: _____

Phone: _____ Fax: _____

_____ email: _____

PRICING SHEET

This form shall be uploaded separately from the ITN response. Evaluation Committee shall review this form during the Phase 2 of the evaluation of the ITN procurement process.

Proposers responding to this ITN may provide pricing for items “A” – City Locations or items “B” Doral Central Park and Doral Aquatic Center or for both “A” and “B” Proposer is to provide all lump pricing below for each location shall be inclusive of labor cost, chemical supplies, miscellaneous supplies, paper goods, and equipment to be used in the performance of custodial/janitorial services cited in this ITN. A separate breakdown of the lump sum is requested by line item to allow the Evaluation Committee to evaluate how the bidder/proposer has arrived at the lump sum. Breakdown of lump sum may be provided via an upload of the Excel spreadsheet provided as part of this ITN with the proposer’s ITN bid response. A sample Excel spreadsheet is provided with the solicitation; each city location should have a line-item breakdown of the lump sum. In addition, a separate Excel spreadsheet shall be provided for Green Certified chemicals and paper goods as per Green Seal’s Standard for Industrial and Institutional Cleaners. Bidder shall include all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the bidder to its employees.

Location:	Monthly Price	Annual Price
City Hall (A)		
Cultural Arts Center (A)		
Doral Police Department (PD) (A)		
Police Department Training Center (A)		
Public Works Warehouse (A)		
Doral Central Park Community Center (B)		
Doral Aquatic Center Cleaning Services Including Night Cleaning (B)		

A. Total Annual Price for Custodial Services for City Locations:

\$ _____

Annual Price

Please write out the dollar amount stated above

B. Total Annual Price for Basic Custodial Services for Doral Central Park and Doral Aquatic Center

\$ _____

Annual Price

Please write out the dollar amount stated above

UNIT PRICING FOR
ADDITIONAL SERVICES/PRICED BY BY PROJECT TASK OR SQUARE FEET

This form shall be uploaded separately from the ITN response. Evaluation Committee shall review this form during the Phase 2 of the evaluation of the ITN procurement process.

Description: (As needed)	Min Hours	Hourly Price
Porters (Janitors) - Miscellaneous locations		
Supervisors - Miscellaneous locations		

Description: (Assigned Task, As needed)	Min Hours/Per Task/Sq Ft.	Hourly Price
Carpet Vacuuming		
Carpet Cleaning		
Scrub and wash ceramic tile floors		
Strip, seal and buff VCT floors		
Dusting, cleaning and removal of waste and recycling receptacles on approx. 1000 Sq Ft of office space.		
Hourly labor cost of additional employee		

This Pricing Information on the previous page is being provided by:

Bidders Company Name: _____

Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Custodial Supplies Requirement

All supplies necessary for the custodial work to be provided to the City **must be included in the contract price** for the services. To ensure full transparency, the City requests that proposers submit a detailed list of custodial supply costs along with their response to this ITN.

A separate Excel spreadsheet has been provided to assist proposers in itemizing the supply costs associated with delivering custodial services for the City of Doral.

SECTION 6 – FORMS / DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO A REQUEST FOR PROPOSAL.

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

LIST OF ATTACHED FORMS:

- 6.1 Statement of No Response
- 6.2 Bidder Information Worksheet
- 6.3 Bidder Qualification Statement
- 6.4 Performance Evaluation Survey (to be provided to present and past clients)
- 6.5 Business Entity Affidavit
Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- 6.6 Non-Collusion Affidavit
- 6.7 Public Entity Crimes (Sworn Statement)
- 6.8 Drug Free Workplace Program
- 6.9 Copeland Act Anti-Kickback Affidavit
- 6.10 Equal Opportunity Certification
- 6.11 Cone of Silence Certification
- 6.12 Bidders Certification
- 6.13 Certificate of Authority (Proposer to fill and submit the one that applies)
- 6.14 Bid Bond
- 6.15 Payment Bond
- 6.16 Performance Bond
- 6.17 Acknowledgement of Conformance with OSHA Standards
- 6.18 Affidavit Regarding Un authorized Aliens Under 448.095, Florida Statutes
- 6.19 Required Affidavit Regarding the Use of Coercion for Labor and Services

EXHIBIT “A” – Minimum Insurance Requirements

Proposer is to provide a completed

- IRS Form W-9 – Request for Taxpayer Identification Number and Certification

Sample Agreement

6.1 STATEMENT OF NO RESPONSE

ITN NO. 2025-12

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

If you are not proposing on this service/commodity, please complete and return this form to:
City of Doral – City Manager’s Office 8301 NW 53rd Terrace, Suite 100 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: _____

6.2 BIDDER INFORMATION WORKSHEET

ITN NO. 2025 -12

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ **PHONE No.:** _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ **PHONE No.:** _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS:

(circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

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

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT

(if different from address provided above):

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

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

_____ (First, Last Name)	_____ (Title)	_____ (Contact Phone Number)
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CONTACT'S SIGNATURE: _____ **DATE:** _____

6.3 BIDDER QUALIFICATION STATEMENT

RFP #2025-12

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 bidder providing the ITN response attests that it has the following "Minium Requirements" to provide the services for the City of Doral:

**ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE
MINIMUM EXPERIENCE REQUIREMENTS RELATD TO PRESENT AND PAST CLIENTS. 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	<hr/>
	Owner Name	<hr/>
	Contact Person	<hr/>
	Contact Telephone No.	<hr/>
	Email Address:	<hr/>
	Yearly Budget/Cost	<hr/>
	Dates of Contract	From: <hr/> To: <hr/>

2. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

3. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Bidder shall provide the Performance Evaluation Form that follows this form to the listed present/past clients identified on this form. The Bidders present or part clients will return the Performance Evaluation Surveys to Roman Martinez, MPA, CPPO, CPPB, Procurement and Asset Management Director at procurement@cityofodoral.com.

END OF SECTION



CITY OF DORAL PROCUREMENT

6.4 PERFORMANCE EVALUATION SURVEY

ITN No. 2025-12

City Facilities Custodial Services

From:		To: PROCUREMENT DIRECTOR
Company:		Deadline: July 18, 2025 at 5:00pm
Phone No.:		Total #. Of Pages: 1
Fax No.		Ph. #: 305-593-6725, X 4006
Email:		Email: procurement@cityofdoral.com
Subject:	Reference for work completed regarding: Custodial/Janitorial Services	
Additional Details:		
<p>You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Doral Project:</p> <p><i>The City of Doral is soliciting Statements of Qualifications from qualified and experienced firms to provide City Facilities Custodial Services</i></p>		
Company you are providing a reference for: _____		
	Indicate:	“YES” or “NO”
1. Was the scope of work performed similar in nature?		
2. Did this company have the proper resources and personnel by which to get the job done?		
3. Were any problems encountered with the company’s work performance?		
4. Were any change orders or contract amendments issued, other than owner initiated?		
5. Where all work tasks completed on time based on the original established timeline?		
6. Where the company personnel trained and ready to provide all the custodial services required?		
7. On a scale of one to ten (1-10), ten being best, how would you rate the overall work performance, considering professionalism, final product, personnel, resources. Rate from 1 to 10 (10 being the highest)		
8. If the opportunity were to present itself, would you rehire this company?		
9. Please provide any additional comments pertinent to this company and the work performed for you:		
Please Complete and return to the attention of: Roman Martinez, MPA, CPPO, CPPB, Procurement and Asset Management Director at procurement@cityofdoral.com		
_____ Print Name		_____ Title
_____ Signature		_____ Date

6.5 BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)

RFP NO.: 2025-

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

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:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

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

interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Printed Name of Affiant

Sworn to and subscribed before me this ____ day of _____, 2025.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

ITN NO. 2025-12

Title: City Facilities Custodial Services

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: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address
is: _____

and (if applicable) its Federal Employer Number (FEIN)
is: _____

(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 ____ day of _____, 2025.

Personally known _____

OR

Produced Identification _____

Notary Public- State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

6.6 NON-COLLUSION AFFIDAVIT
ITN NO. 2025-12

State of _____)

) SS

County of _____)

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____

(Owner, Partner, Officer, Representative or Agent) of _____ 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 or 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;

(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.

Signed, sealed and delivered

in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this the _____ day of _____, 2025, before me, the undersigned Notary

Public of The State of Florida, personally appeared

_____ and

(Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

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

☐ Personally known to me, or

☐ Personally identification:

(Type of Identification Produced)

☐ DID take an oath,

or

☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document:

Number of Pages:

Number of Signatures Notarized:

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

ITN NO. 2025-12

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 _____
by _____
for _____ whose business
address _____ is _____
_____ and (if applicable)
its Federal Employer Identification number (FEIN) is _____ (IF the entity had no FEIN,
include the Social Security Number of the individual signing this sworn
statement: _____.

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

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

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

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

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

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

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

 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: _____

(Printed Name) _____

(Title) _____

Sworn to and subscribed before me this _____ day of _____, 2025

Personally known _____

Or Produced Identification _____ Notary Public - State of

_____ My Commission

Expires _____

(Type of Identification)

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

6.8 DRUG-FREE WORKPLACE PROGRAM

ITN NO.:2025-12

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR'S SIGNATURE

NAME OF COMPANY

VENDOR PRINT NAME

6.9 COPELAND ACT ANTI-KICKBACK AFFIDAVIT
ITN # 2025-12

STATE OF _____ }

} SS:

COUNTY OF _____ }

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

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 2025

Notary Public

(Printed Name)

My commission expires: _____

6.10 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

ITN NO. 2025-12

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 5.15.3 of this document.

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

Individual's Signature

DATE

6.11 CONE OF SILENCE CERTIFICATION

ITN NO. 2025-12

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

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

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

Individual's Signature

Date _____

6.12 BIDDER'S CERTIFICATION

ITN NO. 2025-12

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

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

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid 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 bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Doral or any other Bidder is interested in said Bid; and that the undersigned executed this Bidder'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 bid 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.

Name of Business

By:

Sworn to and subscribed before me
this ____ day of _____, 2025

Signature

Name and Title, Typed or Printed

Mailing Address

City, State and Zip Code

Telephone Number

Notary Public

STATE OF _____

My Commission Expires

**6.13 - 1 CERTIFICATE OF AUTHORITY
(IF CORPORATION)
ITN NO. 2025-12**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____,
day of _____, 2025.

Secretary: _____

(SEAL)

**6.13 - 2 CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)
ITN NO. 2025-12**

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 2024.

Secretary: _____

(SEAL)

**6.13 - 3 CERTIFICATE OF AUTHORITY
IF JOINT VENTURE
ITN NO. 2025-12**

STATE OF _____)
) SS:
COUNTY OF _____)

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

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

"RESOLVED, that, _____ as _____ of the Joint Venture be
and is hereby authorized to execute the Bid dated, _____ 20____,

to the City of Doral official act and deed of this Joint Venture."

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 2024.

Secretary: _____

(SEAL)

END OF SECTION

6.14 BID BOND
ITN NO. 2025-12

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, _____ 2024 for: _____.

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

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

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 2025, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

(Individual or Partnership Principal) _____ (SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

ATTEST:

(Corporate Surety)* _____ Secretary

By: _____

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered

in the presence of:

_____ By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this the _____ day of _____, 2025, before me, the undersigned Notary
Public of the State of Florida, personally appeared

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

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

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

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

☐ Personally known to me, or

☐ Personally identification:

(Type of Identification Produced)

☐ DID take an oath,

or

☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document: Number of Pages:

Number of Signatures Notarized:

END OF SECTION

6.15 FORM OF PAYMENT BOND ITN NO. 2025-12

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, Contractor has by written agreement entered into a Contract, ITN# **2025-12**, awarded the day of _____, 2025, with the City for Street Sweeper Services, in accordance with specifications prepared by the City of Doral _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

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

- 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
- 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
- 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

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

Signed and sealed this _____ day of _____, 2025.

WITNESS:

By: _____

(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

WITNESS:

(Name of Corporation)

Secretary

By: _____

(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____

*Agent and Attorney-in-Fact

Address: _____

(Street) _____

(City/State/Zip Code) _____

Telephone No.: (____) _____

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 2025, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of

Printed, typed or stamped name of Notary Public exactly as

commissioned

☐ Personally known to me, or

☐ Produced identification: _____

(type of identification produced)

☐ Did take an oath, or

☐ Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION

6.16 FORM OF PERFORMANCE BOND ITN NO. 2025-12

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, Contractor has by written agreement entered into a Contract, RFP # **2025-**_____, awarded the day of _____, 2024, with City for Street Sweeper Services, in accordance with drawings (plans) and specifications which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

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

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

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

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

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

Signed and sealed this _____ day of _____, 2025.

WITNESSES: _____

(Name of Corporation)

By: _____

Secretary

(Signature and Title)

(CORPORATE SEAL)

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By:

*(Agent and Attorney-in-Fact)

Address:

(Street)

(City/State/Zip Code)

Telephone No.: ()

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 2024, before me, the undersigned Notary Public of the State
of _____, the foregoing instrument was acknowledged by _____ (name of

Corporate officer), _____ (title), of _____ (name of Corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of

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

☐ Personally known to me, or

☐ Produced identification:

(type of identification

produced)

☐ Did take an oath, or

☐ Did not take an oath

Bonded by:

**6.17 ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS
ITN NO. 2025-12**

To the City of Doral,

We _____, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **City Facilities Custodial Services**, RFP #2025- as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

(Subcontractor's Names)

to comply with such act or regulation.

CONTRACTOR

ATTEST

BY: _____

**6.18 AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER
448.095, FLORIDA STATUTES**

ITN-2025-12

In compliance with section 2(b)(1) of 448.095, Florida Statutes,

Name of Entity

hereby affirms that it does not employ, contract
with, or subcontract with an unauthorized alien.

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Entity

Date

Address of Entity

State

Zip Code

Notary Public Information

Notary Public State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of 20 _____

By _____

He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

6.19 REQUIRED AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

ITN-2025-12

Contractor Name: _____

Contractor FEIN: _____

Contractor's Authorized Representative Name and Title: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Doral, is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of the Contractor, I certify that the Contractor identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

EXHIBIT "A"
MINIMUM INSURANCE REQUIREMENTS

ITN-2025-12

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate (Per job or project)	\$4,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$4,000,000

B. Endorsements Required

City of Doral listed as an additional insured.
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement
Explosion, Collapse & Underground Hazard

Waiver of Subrogation in favor of City

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non-Owned Autos	
Any One Accident	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation
Statutory- State of Florida

Employer's Liability

A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee.
\$1,000,000 for bodily injury caused by disease, policy limit.

Workers Compensation insurance must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

- IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

Subcontractors’ Compliance: It is the responsibility of the CONTRACTOR to ensure that all Subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days’ written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the CONTRACTOR to provide such notice within 10 days of the change or cancellation.

**Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166**

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references.

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

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

ACKNOWLEDGED:

(Signature and Date)

This document must be completed and returned with your Submittal

Proposer is to submit a completed

- o [IRS Form W-9](#) - Request for Taxpayer Identification Number and Certification

SAMPLE AGREEMENT

END OF SECTIONp

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

**FOR
CITY FACILITIES CUSTODIAL SERVICES**

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

RECITALS

WHEREAS, the Provider and the City, through mutual negotiation pursuant to Invitation to Negotiate (ITN)-2025-12 – City Facilities Custodial Services, have agreed upon a scope of services, schedule, and fee for the required services under ITN-2025-12 (the "Project"); and

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

AGREEMENT

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

Scope of Services/Deliverables.

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

2. **Term/Commencement Date.**

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

3. **Compensation and Payment.**

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

4. **Sub-Providers.**

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

- 4.2 Any subcontractors used on the Service must have the prior written approval of the City Manager or his designee.
- 4.3 The City reserves the right to contract third party vendors to provide custodial services at designated special events held at City facilities.

5. City's Responsibilities.

- 5.1 Furnish to Provider, at the Provider's written request, all available data pertinent to the services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).
- 5.3 Furnish two (2) copies of all required keys. Additional keys will be at the expense of the Provider. Lost/stolen/misplaced keys will result in change of lock/key at the Provider's expense.

6. Provider's Responsibilities.

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

7. Conflict of Interest.

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

8. Termination.

- 8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.
- 8.3 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.
- 8.4 If the Provider wishes to terminate this Agreement prior to the end of the initial term or during the option years, Provider must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Provider being unable to do business with the City in the future.
- 8.5 Upon termination or expiration of this Agreement, Contractor may remove any of its property from the facility except that which has become fixtures. The City's property shall be left in a clean and as near to original condition as possible, this includes any repairs required to return the facility to its original condition.

9. Insurance.

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "C". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified. copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy

provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. Nondiscrimination.

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

11. Attorneys' Fees and Waiver of Jury Trial.

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

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

12. Indemnification.

12.1 Provider shall indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's acts, errors, omission negligence, reckless, or intentionally wrongful conduct under this Agreement Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's acts, errors, omission negligence, reckless, or intentionally wrongful conduct.

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

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

13. Notices/Authorized Representatives.

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Zeida Sardinas
City Manager
City of Doral, Florida 8401 NW 53rd Terrace Doral,
Florida 33166

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

For The Provider: _____

14. Governing Law.

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

15. Entire Agreement/Modification/Amendment.

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

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

16. Ownership and Access to Records and Audits.

- 16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.
- 16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.
- 16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 16.4 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- 16.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:
 - (a) Service quality, attentiveness, courteousness, etc.;
 - (b) Personal appearance;

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

17. No assignability.

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

18. Severability.

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

19. Independent Contractor.

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

20. Representations and Warranties of Provider.

- 20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:
- (a) Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
 - (b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

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

21. Compliance with Laws.

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

22. Non-collusion.

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

23. Truth in Negotiating Certificate.

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

24. Waiver

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

of the violation or breach, or of any future violation, breach or wrongful conduct.

25. Survival of Provisions

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

26. Prohibition of Contingency Fees.

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

27. Force Maieure.

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

28. Counterparts

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

29. Interpretation.

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

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

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

30. Discretion of City Manager.

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

31. Third Party Beneficiary

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

32. No Estoppel

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

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

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

Attest:

CITY OF DORAL

City Clerk

By: _____
Zeida Sardinas, City Manager
Date: _____

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

City Attorney

CONTRACTOR/PROVIDER:

Signature

Name

Title

Date

EXHIBIT "A"

ITN-2025-12 - City Facilities Custodial Services

EXHIBIT "B"
PROVIDER ITN RESPONSE AND BEST
AND FINAL OFFER (BAFO)
ITN-2025-12 - City Facilities Custodial Services

EXHIBIT "C"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate (Per job or project)	\$4,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$4,000,000

B. Endorsements Required

City of Doral listed as an additional insured.
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement
Explosion, Collapse & Underground Hazard

Waiver of Subrogation in favor of City

II. Business Automobile Liability

A. Limits of Liability	
Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non-Owned Autos	
Any One Accident	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation

Statutory- State of Florida

Employer's Liability

A. Limits of Liability
\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee.
\$1,000,000 for bodily injury caused by disease, policy limit.
Workers Compensation insurance must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

- V. Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

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

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the CONTRACTOR to provide such notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references.

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

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