

# **CUSTODIAL SERVICES FOR TOWN FACILITIES**

**2023-16**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Carlos Alvarez  
Councilmember Ray Garcia  
Councilmember Luis Collazo  
Councilmember Joshua Dieguez  
Councilmember Tony Fernandez  
Councilmember Marilyn Ruano**

Edward Pidermann, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

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## SECTION 1. GENERAL TERMS & CONDITIONS

### 1.01 DEFINITIONS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments, and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or

approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Program Manager.

16. **Field Directive** means a written directive to effect changes to the Work, issued by the Program Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.
17. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
18. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
19. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
20. **Performance Work Standards ("PWS")** means the minimum performance standards required for satisfactory performance of all the services required under this Contract, which are provided for in Section 3 of the Contract.
21. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
22. **Program Manager(s)** means the person(s) assigned by the Town Manager or designee to manage a service program under this Contract.
23. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
24. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment, or services necessary to perform the Work.
25. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
26. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
27. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
28. **Work/Services** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

## 1.02 GENERALLY

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

### **1.03 RULES AND REGULATIONS**

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state, and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules, and regulations will apply.

### **1.04 HOURS FOR PERFORMING WORK**

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Program Manager.

### **1.05 SUBCONTRACTORS**

No work under this contract may be subcontracted without the prior written approval of the Town Manager.

In the event subcontracts are approved, Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Program Manager.

### **1.06 CONSULTANT SERVICES**

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. Where a Consultant has been identified, the Consultant and the Program Manager will both

have authority to act on behalf of the Town to the extent provided for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

#### **1.07 AUTHORITY OF THE PROGRAM MANAGER(S)**

The Town Manager hereby authorizes the Program Manager(s) to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Program Manager(s) may delegate some of the authority contained in this Article to a designee.

The Contractor is bound by all determinations or orders of the Program Manager(s) and must promptly respond to requests of the Program Manager(s), including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Program Manager(s)'s determination or requests. Where requests are made orally, the Program Manager(s) will follow up in writing, as soon thereafter as is practicable.

The Program Manager(s) and/or designee(s) shall have authority to act on behalf of the Town to the extent provided for by the Contract Documents, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing through the Town Manager, Program Manager(s), or designee(s).

The Program Manager(s) will not be responsible for the means, methods, techniques, sequences, or procedures employed, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Program Manager(s) and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Program Manager(s) and/or designee(s) will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Program Manager(s) or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Program Manager(s)'s authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Program Manager(s) owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Program Manager(s) is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

#### **1.08 INDEPENDENT CONTRACTOR**

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

### **1.09 THIRD-PARTY BENEFICIARIES**

Neither Contractor nor Town intends to benefit a third party directly or substantially by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

### **1.10 ASSIGNMENT OR SALE OF CONTRACT**

The performance of this Contract will not be transferred pledged, sold, delegated, or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Program Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent, or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

### **1.11 TIME FOR COMPLETION**

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

### **1.12 APPLICABLE LAW AND VENUE OF LITIGATION**

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

### **1.13 NON-EXCLUSIVE CONTRACT**

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

### **1.14 SEVERABILITY**

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

### **1.15 CONTRACT DOCUMENTS CONTAIN ALL TERMS**

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the

subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

#### **1.16 ENTIRE AGREEMENT**

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations, or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

#### **1.17 INTENTION OF THE TOWN**

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

#### **1.18 PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;
4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

### **1.19 ROYALTIES AND PATENTS**

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

### **1.20 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION**

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Program Manager. The Town's Forms are available on the Town's website.

### **1.21 OWNERSHIP OF THE WORK**

The Contractor is solely responsible for all Work, until final acceptance of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town accepts the Work and pays the final invoice.

### **1.22 TOWN LICENSES, PERMITS AND FEES**

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to ensure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

### **1.23 TAXES**

Contractor must pay all applicable sales, consumer, use, and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

### **1.24 REMOVAL OF UNSATISFACTORY PERSONNEL**

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

#### **1.25 COMPLIANCE WITH APPLICABLE LAWS**

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

#### **1.26 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA**

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

#### **1.27 NOTICES**

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Edward Pidermann  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[pidermanne@miamilakes-fl.gov](mailto:pidermanne@miamilakes-fl.gov)

Lorenzo Cobiella  
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For Contractor:

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[miamijanitorial@yahoo.com](mailto:miamijanitorial@yahoo.com)

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During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

## **1.28 INDEMNITY & INSURANCE**

### **1.28-1 INDEMNIFICATION**

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving, or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

### **1.28-2 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK**

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

### **1.28-3 DEFENSE OF CLAIMS**

Should any claim be made, or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town all assistance which the Town may require of the Contractor.

### **1.28-4 INSURANCE**

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such

amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents, and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.

b. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. *Commercial General Liability ("CGL"):*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(i) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

(ii) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

(iii) CGL Required Endorsements:

- Employees included as insured
- Contingent Liability/Independent Contractors Coverage
- Contractual Liability
- Waiver of Subrogation
- Premises and/or Operations
- Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- Loading and Unloading
- Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed, or rented by Contractor or employees of the Contractor.

*d. Certificate of Insurance*

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

*e. Additional Insured*

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

## 1.29 PUBLIC RECORDS

### 1.29-1 ACCESS, REVIEW AND RELEASE OF RECORDS

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

*f. Public Records*

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

*g. Retention and Transfer of Public Records*

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

**Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or [clerk@miamilakes-fl.gov](mailto:clerk@miamilakes-fl.gov).**

## 1.30 CONTRACT MODIFICATION AND DISPUTE PROCESS

### 1.30-1 CHANGE ORDERS

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to

complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town.

The Contractor is required to provide the Program Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Program Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached, and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available on the Town's website.

#### **1.30-2 FORCE MAJEURE**

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two

(2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

#### 1.30-3 EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Program Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Program Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Program Manager may require the Contractor to furnish such additional information or documentation, as the Program Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Program Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Program Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Program Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article 1.30-4, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

#### 1.30-4 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article 1.30-5.

Failure of Contractor to comply with Article 1.30-5, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

#### 1.30-5 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles 1.30-3 and 1.30-4 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article 1.27 within the timeframe established in Article 1.30-4, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the

Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not to be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles 1.30-3, and Article 1.30-4. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

#### **1.30-6 DISPUTES AND MEDIATION**

In an effort to avoid litigation, when possible, the Town and Contractor understand and agree that all disputes based upon an alleged violation of the terms of this Contract by the Town shall be submitted for resolution in the manner prescribed in this Article.

Initial effort(s) should be made by the Contractor to resolve any issues with the Town representative(s) it works with in the coordination and performance of the Work.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor will notify the Town's Procurement Manager in writing of the claim or dispute.

The Contractor shall submit its dispute in writing, with all supporting documentation, to the Procurement Manager. Upon receipt of said notification the Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor shall appeal the Procurement Manager's written finding to the Town Manager within five (5) calendar days of receiving notice of the written finding. Failure to submit such appeal in



the stated timeframe of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager shall review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor shall not be entitled to seek judicial relief unless:

- i. it has first received Town Manager's written decision, approved by the Town Council if applicable, or
- ii. a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where Town Manager's decision is subject to Town Council for approval; or
- iii. Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator shall be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

#### 1.30-7 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

#### 1.30-8 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

#### 1.30-9 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing

no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article 1.30-3, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Program Manager, the Contractor may have been delayed by such suspension. In the event the Project Manager determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

#### **1.30-10 MATERIALITY AND WAIVER OF BREACH**

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

#### **1.30-11 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

#### **1.30-12 CONTRACT EXTENSION**

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

## 1.31 EARLY TERMINATION & DEFAULT

### 1.31-1 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

### 1.31-2 CONTRACTOR DEFAULT

#### *a. Event of Default*

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

#### *b. Notice of Default – Opportunity to Cure*

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. *Termination for Default*

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

**1.31-3 TERMINATION FOR CONVENIENCE**

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or

any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

#### **1.31-4 REMEDIES AVAILABLE TO THE TOWN**

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

#### **1.31-5 FUNDS AVAILABILITY**

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

#### **1.32 EXECUTION IN COUNTERPARTS**

This Agreement, and any amendment hereto, may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be effective as delivery of an original executed counterpart of this Agreement.

**END OF SECTION**

## **SECTION 2. SPECIAL TERMS & CONDITIONS**

### **2.01 PERFORMANCE BASED CONTRACTING OVERVIEW**

The award(s) made under this RFP will be a Performance Based Contract(s), meaning that the RFP and resulting contract include specific quality standards based on measurable outcomes of the services rendered rather than direct performance processes, methods, and procedures. Section 3 of the Contract, Performance Work Standards (“PWS”), are used to describe the Scope of Services to be performed and the minimum quality levels to be met by the Contractor. It places the responsibility for how the PWS are accomplished on the Contractor. However, the PWS may in some instances contain specific requirements as to what can or cannot be done to meet the minimum quality levels of the PWS.

This enables the Contractor to deliver the required Services by following its own best practices. The primary focus is on the end results, thereby allowing the Contractor flexibility to adjust its processes, as necessary, during the Contract term, in ways that are predicated on continuing to provide the service at or above the minimum quality levels established in the PWS.

### **2.02 SCOPE OF SERVICES**

The Work consists of furnishing all supervision, labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary to provide daily custodial and related miscellaneous services, including interior and exterior cleaning of the Parks’ Facilities, in accordance with the standards established in the Section, Performance Work Statement (“PWS”), at the following locations:

- Government Center, 6601 Main Street
- Miami Lakes Picnic Park West and Mary Collins Community Center, 15151 Boy Scout Rd (NW 82<sup>nd</sup> Avenue)
- Miami Lakes Picnic Park East and Youth Center, 6075 Miami Lakes Drive East
- Royal Oaks Park & Community Center 16500 NW 87<sup>th</sup> Avenue
- Miami Lakes Optimist Park Clubhouse & Portable Toilets, 6411 NW 162<sup>nd</sup> Street
- Guard Houses
  - 8206 NW 162<sup>nd</sup> Street
  - 8111 NW 167<sup>th</sup> Terrace
  - 8281 Balgowan Road
  - 8211 NW 168<sup>th</sup> Street
  - 16111 NW 79<sup>th</sup> Avenue
  - 15711 Turnberry Drive

At a minimum, the Contractor shall:

- Provide the level of service to meet the PWS and ensure that all the Facilities and Park locations are ready and presentable for operations on a daily basis;
- Make the management and operational decisions to meet the quality standards required under this contract;
- Use innovation, technology and other means and methods to develop and execute a green cleaning plan that provides for the most efficient and ecologically friendly cleaning services for Facilities and Parks;
- Implement an effective Work Plan (“WP”), Annual Execution Plan (“AEP”) and Quality Control Plan (“QCP”);
- Implement an effective service response system, which results in prompt, professional, and courteous resolution of resident and Town concerns;

- Keep the Program Manager up-to-date on the status of the Work being performed, which includes providing current Work schedules and other pertinent information requested by the Program Manager; and
- Reduce the environmental impacts of work performed under this Contract by using, to the maximum extent practicable, environmentally sound practices, processes, and products.

Service at Park Facilities include, but are not limited to, the Community Centers, restrooms, outdoor restrooms, picnic areas, tables, benches, charcoal grills, playground equipment, trash receptacles, sports courts, playground areas, and all other structures.

In addition, the Work shall include facility set-up and breakdown for ongoing programs at the Park Facilities according to Town provided diagrams for scheduled activities and special events.

The Contractor must provide customer service, quality control and all other services necessary to perform the Work. Unless otherwise specified, the Contractor has discretion over how often the Work is performed, how much labor, materials and equipment are needed to perform the tasks, and what methods are employed to complete the Work, provided the Work meets or exceeds the Performance Standards. The Town may require the Contractor to increase or decrease frequency, labor, materials, or equipment to meet the PWS. Evaluations of the Contractor's Work shall be based on the PWS and inspected in accordance with the Town's Quality Assurance Surveillance Plan ("QASP").

## **2.03 CONTRACT TERM**

The Contract will become effective on the date it is executed by both parties and must remain in effect for a term of thirty-six (36) months from the date of execution unless extended in accordance with Subsection Contract Term Extension Incentive below. In no event must the Contract remain effective for longer than sixty (60) months from the date of execution. No Work must commence until a written Notice to Proceed is issued.

### **2.03-1 CONTRACT TERM EXTENSION INCENTIVE**

As an incentive to fully meet Town service expectations, the Contractor shall be granted a one (1) month extension of the Contract term, beyond thirty-six (36) months, for each month that the Contractor meets all the PWS established in the Contract. The Contract Term Extension Incentive provision will become effective six (6) months from the commencement of the Work.

Each extension must be issued through the Change Order process in accordance with the terms of this Contract. This provision may extend the term of the Contract up to a maximum term of sixty (60) months. In no event shall the incentive provision extend the Contract beyond the sixty (60) month maximum term.

## **2.04 ADDITIONAL SERVICES**

The Town may request Contractor to perform Additional Services for which prices are not established in the Contract. In such circumstances, the Town will provide a written request to the Contractor that will include the work to be performed and the information to be provided by the Contractor. Contractor will provide the Program Manager with a work order proposal ("Work Order Proposal") for review. Upon acceptance of the Work Order Proposal, which may be revised through negotiations, the Program Manager must issue a Work Order for the Contractor to perform the additional Work.

Work requested by the Program Manager that exceeds those established in the PWS, including any increased frequency in any specified cycles of cleaning shall be considered Additional Services and shall be issued in writing via a Work Order. Such work may be issued based on the hourly rates established in the Contract or may be negotiated between the Program Manager and the Contractor, which should

typically be based on a cost per square foot, per item basis, or task basis depending on the nature of the work. The Town reserves the right to obtain services from other sources if determined that prices are not found to be fair and reasonable, based on competitive fair market prices.

## **2.05 WORK ORDERS**

The Town must issue a Work Order for all Additional Services to be performed by the Contractor. Upon receipt of a request for additional Work from the Program Manager, the Contractor must prepare a Work Order Proposal. Work Order Proposals must use a time and materials basis unless otherwise approved by the Program Manager. The Work Order Proposal must include the following:

- A detailed description of the work to be performed, and if required, the method(s) to be used in performing the work;
- Information on materials to be used including any mark-up details and MSDS data sheets;
- Number of hours, hourly rate, and total cost per classification of personnel to be used based on the hourly rates contained in the Contract. Should a classification or hourly rate not exist, the additions must be subject to the approval of the Program Manager, and the classification or hourly rate will be added to the Contract through a Change Order;
- Timeframe for completion of the work from the issuance of a Notice to Proceed by the Town; and
- Description and cost of any specialized equipment to be used for the work. (Such cost is only permissible where the Contractor must rent the equipment. Cost will be reimbursed at actual cost to the Contractor.)

## **2.06 CONTRACT SURVEILLANCE**

The Town will execute a Quality Assurance Surveillance Plan ("QASP") outlining the surveillance techniques, resident input, and levels of inspection deemed appropriate to assure Contract compliance. The most current QASP is incorporated into the Contract Documents by reference as though fully set forth herein. The Town may change surveillance methods or levels of inspection at any time.

If Non-Compliant Work is identified, through random or unannounced inspections, or any other circumstance in which the Town becomes aware of Non-Compliant Work, the Contractor will be notified in writing within two (2) business days and provided a copy of the inspection report. Where possible, Contractor must correct all Non-Compliant Work within two (2) business days, during which time the Contractor must not be assessed any payment reduction. Failure to correct the Non-Compliant Work must result in the Town assessing a payment reduction for each day the Non-Compliant Work remains out of compliance with the PWS. The payment reduction will be assessed against the Contractor's monthly invoice, accruing from the date of notification of the Non-Compliant Work through issuance of a notification of compliance, excluding those instances where the Town has provided a grace period for the Contractor to correct the Work and the Contractor has corrected the Work within the grace period.

In addition to random or unannounced inspections, the Town will conduct planned inspections within the first 15 days of each month, which will be conducted prior to the Contractor submitting its monthly invoice. The Town may provide the Contractor an opportunity to correct any Non-Compliant Work, or the Town will assess a payment reduction for the Unsatisfactory Work.

When either planned or unplanned inspection efforts identify Non-Compliant Work or Unsatisfactory Work, the Contractor will be notified per the procedure set forth above and the Town will conduct a subsequent inspection to ensure compliance. The Town will incur additional administrative expenses for the additional time required to re-inspect Contractor Work. The Town must assess a payment reduction of \$250.00 to cover the administrative expenses associated with each re-inspection effort regardless of time period; such reduction will be in addition to other payment reductions that may apply per the



Contract. The Contractor will be assessed the administrative fee in accordance with the Payment Reduction provisions of the appropriate PWS.

## **2.07 UNSATISFACTORY WORK**

Contractor must be notified in writing by the Program Manager of all Unsatisfactory Work. Where possible, the Program Manager will provide the Contractor an opportunity to correct all such Work prior to the assessment of any payment reduction, if such Work is brought into compliance with the Performance Standards within two (2) business days of notification. Should the Contractor bring the Work into compliance within this timeframe, no payment reduction will be assessed other than the \$250.00 reduction to cover the Town's administrative costs.

## **2.08 WARRANTY**

Contractor warrants that all Work will be performed in accordance with the requirements of the Contract Documents. Where the Town determines that the Work has not been performed in accordance with the requirements of the Contract, the Contractor must correct the Work at no cost to the Town and/or the Town may reduce payments in accordance with the applicable Payment Reduction provisions of the PWS.

## **2.09 RESTRICTION ON PARKING**

Where parking areas must be blocked off to perform the Work, the Contractor can post "No Parking" notices or similar signs twenty-four (24) hours in advance of the Work. Barricades may also be used to block the spaces the day before the Work is to be performed.

## **2.10 TRAINING**

Contractor must provide all required training to its employees performing Work under this Contract. Employees must be provided training commensurate with the Work they will be performing. At a minimum, employees should receive the following training:

- Training on all tools used in the Work
- Work practices
- OSHA safety procedures and equipment

Contractor must provide proof of training of the workers who will perform Work upon the request of the Program Manager. Where the Contractor replaces or adds workers to perform Work, the Contractor must provide proof of training prior to the worker performing any Work. The Program Manager may direct the Contractor to remove any worker for whom the training documentation has not been provided.

## **2.11 REIMBURSEABLE EXPENSES**

Copies of receipts for all materials purchased for the Work. All reimbursable expenses must receive prior written approval from the Program Manager before the expense is incurred. Reimbursable expenses must only apply to additional work issued under Articles 2.05, Work Orders and for permits issued for M.O.T. Reimbursable expenses must not be reimbursed to the Contractor without evidence that the requested reimbursement amount does not exceed the direct cost to the Contractor.

## **2.12 MINIMUM WAGE INCREASE**

ON NOVEMBER 3, 2020, FLORIDA PASSED LEGISLATION INCREMENTALLY INCREASING THE MINIMUM WAGE EACH YEAR THROUGH SEPTEMBER 29, 2026. CONTRACT ACKNOWLEDGES THAT THEIR EMPLOYEES MAY CLAIM A RIGHT TO INCREASES IN PAY PURSUANT TO THIS LEGISLATION, AND CONTRACTOR AGREES TO ABIDE BY FLORIDA'S MINIMUM WAGE REQUIREMENT AND PROVIDE INCREASES IN WAGES AS MAY BE REQUIRED OF THEM BY FLORIDA LAW.

**END OF SECTION**

## SECTION 3. PERFORMANCE WORK STANDARDS

### 3.01 DESCRIPTION OF SERVICES

#### 3.01-1 INTERIOR

##### *3.01-1(a) Floor Care*

Chairs, trash receptacles, and other moveable items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper position. Baseboards, corners, and wall/floor edges are to be cleaned as part of the floor care. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc.

##### (i) Bare Floors

Floors, base moldings, and grout shall be clean and free of debris, dirt, scuff/heel marks, water streaks, mop marks, string, gum, tar, stains, discoloration, and other foreign matter. The floors shall maintain their natural luster and not have a dull appearance.

Wet mopped floors are to be cleaned using disinfectant cleaner(s) with additional scrubbing, if necessary. These floors shall be slip resistant. Surfaces, baseboards, and corners shall be clean and dry. Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. There shall be no visible buildup of finish in corners or crevices.

##### 1. Stripping and Finishing

The old finish or wax shall be removed, and new sealant applied in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, burns, scuffmarks, or wax build-up in corners or crevices. UNDER NO CIRCUMSTANCES SHALL BURNISHING, HIGH SPEED BUFFING, OR DRY STRIPPING METHODS BE USED.

Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster.

##### 2. Sealing

Sealant must adhere to the floor. Floor areas must be evenly coated with a slip resistant seal.

##### 3. Spot Cleaning

Surfaces shall be free of removable spots, dirt, dust, debris, gum, and scuff/heel marks, and crusted material.

##### (ii) Floor Mats and Area Rugs

Vacuum and clean interior and exterior floor mats, area rugs. After vacuuming or cleaning, mats, and area rugs/carpets shall be free of all visible lint, litter, soil, and other foreign matter. All spots shall be removed according to manufacturer's approved methods as soon as possible. All tears, burns, and unraveling of carpets shall be brought to the attention of the Project Manager. Soil and moisture underneath mats shall be removed, and mats returned to their normal location.

##### (iii) Carpets

##### 1. Vacuuming

Carpet surfaces are to be free of dirt, dust, and other debris. Vacuuming shall be done at a frequency that will protect the integrity of the carpet and prolong wear. The Contractor shall utilize vacuum cleaners that meet the requirements of the Carpet and Rug Institute “Green Label/Green Label Plus” Testing Program, <http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products/vacuums.cfm>.

## 2. Spot Cleaning

Carpet surfaces shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted material.

## 3. Extraction

Build-up, spills, or crusted material shall be removed along with spots and smears. There shall be no areas of deterioration or fuzzing to the carpets and rugs as a result of harsh brushing or scrubbing. Cleaned areas of carpets shall be reasonably blended with surrounding carpets.

The Contractor shall coordinate with the Program Manager the times when carpet shall be cleaned/shampooed. The carpet shall be dry before staff occupies the building on the next business day. The Contractor shall take measures to prevent the growth of mold. Moving of duplicating equipment, computer equipment, and similar type electric and electronic equipment is to be coordinated with the Program Manager prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions.

### 3.01-1(b) RESTROOMS, SHOWERS, & LOCKER ROOMS

#### (i) Cleaning

Areas shall be cleaned with a disinfectant cleaner. Fixtures shall maintain a high level of luster and be free of dust, mold, mildew, streaks, and encrustation. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluid and waste, and graffiti. Contractor shall maintain an inspection checklist, which must be posted daily in each restroom.

Descaling shall be performed monthly as a minimum and as often as needed to keep areas free of scale, soap films, and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.

#### (ii) Dispensers

The Town shall provide dispensers. The Contractor shall replenish supplies and fill dispensers as a standard service. The supplies for the provided dispensers shall be compatible with the dispenser’s manufacturer’s requirements. Supplies used shall be consistent with the Federal (EPA) Comprehensive Procurement Guideline (CPG) items <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. Monies collected from tampon and sanitary napkin dispensers shall be retained by the Contractor who shall provide and replenish the product at their expense.

#### (iii) Air Fresheners

The Town shall provide dispensers. Contractor shall be responsible to fill them on an as needed basis.

#### (iv) Floors

The quality standard for providing standard service is the same as that described in Article 5.2.

(v) Receptacles

The Town shall provide receptacles. The Contractor shall empty, clean, and sanitize sanitary napkin and waste receptacles and replace plastic liners that are torn, work, or contain residue. Sanitary napkin disposal containers shall be lined with new receptacle bags. Disposal of waste shall be treated the same as Blood Borne Pathogens as specified in 29 CFR 1910.1030 <https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.1030>

*3.01-1(c) FIXTURES*

(i) Clean and Sanitize

Fixtures and surfaces (washbasins, urinals, modesty panels, toilets, shower stalls, partitions etc.) shall be clean with no dust, spots, soil substances, discoloration, mold, build-up, or excess moisture.

(ii) Drinking Fountains

All fountains shall be free of dirt, watermarks, and all other debris or encrustation. Drinking fountains shall be sanitized and present a lustrous appearance.

*3.01-1(d) SURFACES*

(i) Horizontal Surfaces

All surfaces shall be free of dust, dirt, oil spots, film, or smudges. Cabinets, tables, and desks with papers, computers, and keyboards shall not be disturbed shall be cleaned without disturbing the items.

(ii) Metal and Woodwork

Surfaces (including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oil, film, smudges, dirt, soil substances, encrustation, and streaks. Contractor shall use a non-abrasive cleaner.

(iii) Glass, Mirror, and Bookcase, & Free Standing Light Fixture Cleaning

All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70" of the floor) shall be clean and free of dirt, dust, streaks, smudges, film, watermarks, spots and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture.

(iv) Television Screens

All television screens are to be dusted and the screens cleaned with a microfiber cloth and appropriate liquid solution to avoid scratches and streaks.

*3.01-1(e) WALLS/ROOM DIVIDERS/PARTITIONS & SYSTEM FURNITURE WALLS*

Wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning should not cause discoloration.

*3.01-1(f) HIGH CEILINGS*

Surfaces exceeding 70 inches shall be cleaned free of dirt, dust, and cobwebs. Where glass is present, both sides shall be clean and free of streaks, film, dirt, streaks, and watermarks. This does not include removal of vents, tiles, or fixtures.

### *3.01-1(g) TRASH & WASTEBASKETS*

All trash containers, including restrooms and locker rooms, emptied and the contents removed to a location designated by the Program Manager. Trash containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled material. Plastic liners for all trash, debris containers shall not be torn, worn, or contain residue and shall be replaced as necessary. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed. Trash containers shall be emptied and returned to their initial location.

The Contractor shall notify the Program Manager of any item or material identified by the Environmental Protection Agency (EPA), and State and local regulatory agencies as hazardous waste, or hazardous materials observed in the trash receptacles. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries as identified in (40 CFR Parts 260-273).

### *3.01-1(h) RECYCLABLES*

The Contractor shall collect recyclable materials from recycling bins and containers located throughout the Facilities to storage at collection areas as designated by the Program Manager. The bins and containers may be located in common areas, hallways, break/kitchen areas, restrooms, vending machine areas, and desk areas.

### *3.01-1(i) ELEVATORS & STAIRWAYS*

#### *(i) Door Tracks*

Tracks shall be clean and free of dirt, debris, built up grime, dust, smudges, and other extraneous matter.

#### *(ii) Exterior and Interior Car Surfaces*

Surfaces shall be clean and free of finger marks, smudges, and spills. All metal surfaces shall be polished to provide a clean high luster and shine. Carpets and floors shall be free of removable spots, dirt, and debris. Floors requiring a finish shall be maintained at a high luster.

#### *(iii) Exposed Surfaces, Treads, Risers, and Landings*

Stairways, entrances, landings, railings, risers, ledges, grills, doors, and surrounding areas shall be free of dirt, dust, litter, and debris.

### *3.01-1(j) COUNCIL CHAMBERS*

#### *(i) Chambers*

Contractor shall ensure that the Council Chambers are cleaned, including the floors, the day prior to regularly scheduled Town Council and Town Committee meetings.

Chairs and tables (if required) will be set up the night before or the day of the regularly scheduled meetings as stipulated in the Work Plan.

#### *(ii) Dais*

The dais must be cleaned and dusted the day of Town Council meetings using products specifically intended for the type of wood surfaces.

### *3.01-1(k) WINDOW WASHING INCLUDING PLATE GLASS*

Windows, including plate glass, shall be cleaned and free of dirt, grime, streaks, and moisture and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of glass shall be wiped free of drippings and other watermarks. Windows shall be cleaned monthly or more frequently as needed. Cleanings of both sides of the windows shall be coordinated with the COR to maximize cost effective operations. Cleaning frequencies that are above the stated frequency shall be completed Additional Services.

### *3.01-1(l) AIR CONDITIONERS*

Air conditioner filters must be changed at least once per month using appropriate sized disposable filters. Reusable electro-static filters can also be used with the prior approval of the Program Manager and will require cleaning at least once per month.

### *3.01-1(m) BLINDS & COVERINGS*

#### *(i) Dusting of Blinds & Coverings*

All blinds and coverings, cord tapes, and valances shall be clean and free of dust and spots. Blinds and coverings that are not operating properly shall be reported to the Program Manager for repair.

#### *(ii) Washing of Blinds & Coverings*

Both sides of blinds and coverings shall be washed monthly or more frequently as needed and coordinated with the Program Manager. Washing frequencies that are above the standard frequency shall be completed on Additional Services.

### *3.01-1(n) POLICING*

All building areas shall be free of papers, trash, and other discarded material.

### *3.01-1(o) INTERIOR PLANTS*

#### *(i) Live Plants*

Plants shall be free of dust and dead leaves and properly hydrated. Fertilize, prune, and treat for infestation. Any dead or withered plants, due to Contractor's neglect, shall be replaced by the Contractor at no additional expense to the Town.

#### *(ii) Artificial Plants*

Plants shall be free of dust, trash, and debris.

### *3.01-1(p) CONCESSIONS & SNACK AREAS*

Furniture and seating areas, snack areas, and vending machine area) shall be clean, sanitized, and free of spillages, food crumbs, spots, smudges, marks, and soil. Floors shall be maintained in accordance to the floor care stated above. The interior of refrigerators is not the responsibility of the Contractor.

### *3.01-1(q) GENERAL SPOT CLEANING*

Perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to removing, or cleaning smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces of all walls,

partitions, vents, grillwork, doors, door guards, door handles, push bars, kickplates, light switches, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.

All horizontal surfaces must be dusted or cleaned to eliminate dust collection.

### *3.01-1(r) PEST CONTROL*

The Contractor does not have the responsibility for the control of pest(s); however, during performance of the Work, any pest infestation(s) identified must be reported to the Program Manager in writing. Contractor must remove pest carcasses immediately upon detection.

Should the Contractor fail to report any identified pest infestation(s) that subsequently results in damage to Park or Facility areas under the responsibility of the Contractor, the Contractor must replace or repair such damage.

### *3.01-1(s) MISCELLANEOUS REQUIREMENTS*

- (a) Lights and faucets shall only be used in areas where and when the work is actually being performed.
- (b) The workers will not adjust mechanical equipment controls for ventilation and air conditioning systems.
- (c) Participate in building fire, emergency and generator drills.
- (d) Report fires, hazardous conditions, and items in need of repair; e.g. inoperative lights, broken windows or doors, torn carpets, leaking sinks, urinals or commodes, dead trees or shrubs, etc., to the Project Manager or Facility Manager.
- (e) If applicable, lock rooms after cleaning and return keys to designated office. Contractor must replace, or compensate the Town, for any keys lost during performance of the Work.
- (f) Turn in lost and found articles to the Project Manager or Facility Manager.
- (g) Notify Project Manager of any observed hazardous materials in trash or recycling receptacles.
- (h) Raise, lower, and half-staff the United States Flag, pennants, and other flags when directed by the Project Manager or Facility Manager.
- (i) Report any apparent bug infestation to the Project Manager or Facility Manager.
- (j) Set up tables, chairs, and facility furniture in accordance to Town needs for events, meetings, and programs.
- (k) Open/Close facilities, when necessary, as directed by the Town.

### *3.01-2 EXTERIOR*

#### *3.01-2(a) WINDOWS & CANOPIES WASHING*

Windows, including plate glass, shall be cleaned and free of dirt, grime, streaks, and moisture and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of glass shall be wiped free of drippings and other watermarks. Windows shall be cleaned once per month, or as needed. Cleanings of both sides of the windows shall be coordinated with the COR to maximize cost effective operations. Cleaning frequencies that are above the stated frequency shall be completed Additional Services.

### *3.01-2(b) CANOPIES*

All canopies and anything affixed to, or included in, the surfaces of canopies shall be clean and free of all dirt, dust, cobwebs, nests, bird excrement, trash, and debris.

### *3.01-2(c) HARD SURFACE AREAS*

All areas (sidewalks, exercise trails, brick areas, hard surfaces, parking areas, platforms, driveways, ramps, lanes, pavilions, etc. ("Hard surface areas")) shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oil, and grease. No residual dirt shall remain after the removal of the debris. Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements. Hard surface areas surrounding Town Facilities must be pressure cleaned weekly.

### *3.01-2(d) SIGNS, ARTWORK, & VENDING MACHINES*

Surfaces shall be clean, with no dirt, dust, residue, streaks, spots, soil substances, discoloration or cloth streaks. Spill residue and clean-up materials used shall be disposed of properly. Graffiti shall be reported to the Program Manager.

#### *(i) Cleaning*

Surfaces shall be clean, with no dirt, dust, residue, streaks, spots, soil substances, discoloration, or cloth streaks. Spill residue and clean-up materials used shall be disposed of properly.

#### *(ii) Cleaning of Art in Public Places Artwork*

In addition to the cleaning required in d.1. above the Contractor, depending on the type of art work shall polish or take other necessary action to ensure that the art work is properly cleaned using non-abrasive cleaners.

### *3.01-2(e) PARKING LOTS*

Areas shall be cleaned and free of dirt, water, streaks, mop marks, and oil spill(s). Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.

### *3.01-2(f) POLICING OUTSIDE AREA*

All steps and stairs, entrances, sidewalks, landings, fence lines, handrails, door knobs, and ledges, shall be policed on a daily basis and include removal excrement. All excrement shall be cleaned while following established safety precautions as outlined in the Center of Disease Control protocols. Knowledge of cautionary requirements in cleaning areas contaminated by avian pest excrement is required. The Contractor shall fully train all employees designated to perform these services in accordance with OSHA standards. Excrement includes, but is not limited to dog, avian, rodent, and human.

### *3.01-2(g) BBQS*

BBQs shall be clean of all charcoal residue, including ash, kept clean, and red or cigarette/cigar butts, debris, residue, and spilled material, including food. Grates must also be cleaned and scraped to remove residue and food particles.



*3.01-2(h) PICNIC & SEATING AREAS*

Wipe down all picnic tables and seats, picnic benches, and other fixtures with disinfectant daily. Remove any staples, tape, and party decorations weekly. Remove cobwebs, insect nets.

*3.01-2(i) BASKETBALL & TENNIS COURTS*

All debris and loose materials shall be removed, courts are to sweep or vacuumed, and all standing (ponding) water removed.

*3.01-2(j) TRASH & DOG WASTE STATIONS*

Empty all trash and wipe down lids/bins. Plastic liners for all trash, debris containers shall not be torn, worn, or contain residue and shall be replaced as necessary. Clean with bleach as necessary to remove odors.

*3.01-2(k) OUTDOOR PLAY/EXERCISE EQUIPMENT*

- (a) Clean all rubberized areas and maintain free of sand. Clean all playground safety surfaces with a disinfectant. Disinfectant shall be biodegradable, non-harmful to humans, animal and must be environmentally sensitive with organic, natural, non-toxic ingredients and botanical extracts.
- (b) Rake and remove weeds, all leaves, sticks, twigs, litter or any foreign object found in the rubberized and engineered wood fiber playground safety surface material.
- (c) Wipe down all playground and exercise equipment, including swing seats. Remove any cobwebs or insect nests.
- (d) Inspect playground safety surface material and equipment for damage and report any findings to the Program Manager.

*3.01-2(l) BRIDGE, PIER/MARINA AND AQUATIC POND AREAS*

Wipe down all bridge, marina, and pier hand railings and keep the surfaces free of loose debris, grime and other foreign substances. All bridge, marina, and piers must be pressure cleaned weekly.

*3.01-2(m) SIGNAGE*

Clean to remove foreign matter and make sure signs are visible. Report any graffiti to the Program Manager.

*3.01-2(n) EXTERIOR LANDSCAPE FIXTURES & MONUMENTS*

Clean to remove foreign matter. Report any graffiti to the Program Manager.

*3.01-2(o) TRASH & WASTE DISPOSAL*

A separate Town contracted trash removal company shall haul all solid waste, recyclable, and non-recyclable trash from the premises to an approved solid waste disposal facility. Contractor shall collect and transport all solid waste, trash, and debris to designated location(s) at the Facilities for removal from the premises. Holding areas for trash and solid waste accumulation will be identified by the Program Manager. All such materials shall be emptied into the appropriate container(s) with no overflow of these materials in the area around the container(s). The overflow of materials from containers and dumpsters shall be picked up by the Contractor from the ground.

and floor area of the waste removal equipment. The custodial Contractor shall immediately report to the Program Manager any spillage of fluids, such as oil or grease, at the collection site.

### **3.02 HOURS & MINIMUM STAFFING REQUIREMENTS**

All facilities must be staffed in accordance with this Contract beginning the first day Work commences unless otherwise authorized in writing by the Program Manager. The Town reserves the right to modify minimum staffing requirements during the term of the Contract, based on the Town's current need or budget. Standard Services shall be performed at the following locations and times as follows:

- Government Center
  - Must be staffed with a minimum of one (1) staff person between the hours of 7:00am until 5:00pm and two (2) staff people between the hours of 5:00pm until 10:00pm, Monday through Friday, except for days on which a Town Council meeting or event has been scheduled. On days when a Town Council meeting or other event is scheduled, staff shall remain until at least one (1) hour after the conclusion of the meeting or event.
- Miami Lakes Picnic Park West and Mary Collins Community Center
  - Must be staffed with a minimum of one (1) staff person between the hours of 7:00am through 8:00pm Monday through Sunday, except for days on which an event is scheduled. On days when an event is scheduled, staff shall remain until at least one (1) hour after the conclusion of the event or until 7:00pm, whichever is later.
- Miami Lakes Picnic Park East and Youth Center
  - Must be staffed with a minimum of one (1) staff person between the hours of 7:00am through 10:00am and 8:00pm through 11:00pm Monday through Sunday except for days when an event is scheduled. On days where an event is scheduled during either shift, the staff person present for that shift will remain until one (1) hour after the conclusion of the event.
- Royal Oaks Park
  - Must be staffed with a minimum of one (1) staff person between the hours of 7:00am through 10:00pm Monday through Sunday except for days when an event or rental is scheduled. On days where an event is scheduled the staff person present that day will remain until one (1) hour after the conclusion of the last event or rental for that day.
- Miami Lakes Optimist Park
  - Must be staffed with a minimum of one (1) staff person between the hours of 7:00am through 10:00am and 6:00pm through 10:00pm Monday through Saturday and, when an event is scheduled, Sundays from 8:00am through 10:00am.

All deep cleaning shall be scheduled with the Program Manager on hours not interfering with scheduled activities.

### **3.03 GREEN CLEANING**

The Contractor shall give preference to supplies and products that are "environmentally preferable." Unlike traditional cleaning programs, a green custodial program takes a holistic approach to building cleaning and goes beyond simple appearances to focus on health and the environmental impacts. The Contractor shall take every precaution to ensure that if available, only safe and environmentally preferable products are used. Preference shall be given to products that meet the following: United States

Department of Agriculture (“USDA”) designated bio-based products, Green Seal certified, Standard GS-42 for Commercial and Institutional Cleaners.

The list of Comprehensive Procurement Guideline (“CPG”) items and their associated Recovered Materials Advisory Notices (“RMANS”) are available at <http://www.epa.gov/cpg>. Items such as paper products and trash are on the CPG list (seat covers and towels should contain 40-100% recovered fiber, with 40-60% from post-consumer fiber, and toilet tissue should contain 20-100% recovered fiber, with 20-60% from post-consumer fiber). Information on CPG items can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>.

This includes concentrated and ready-to-use cleaning chemicals (spray bottles must be labeled with the contents) that use ecologically sound packaging, are phosphate-free, non-corrosive, non-combustible, non-poisonous, non-reactive, and non-aerosol; contain no carcinogens, mutagens, and teratogens; contain no ozone-depleting substances; contain no unnecessary dyes or fragrances; and are bio-based and fully biodegradable. Such products will have lower toxicity, and reduced potential for skin, eye, and respiratory irritation than comparable products used for the same purpose. Concentrates are preferable compared to ready-to-use products and should be used wherever possible. Furthermore, dilution control equipment (use equipment or systems consistent with those specified or recommended by the manufacturer of the concentrate products) should be employed to ensure correct dilutions of concentrates and to protect workers from exposure to concentrated chemicals. Contractor must prefer cleaning products meeting the following Green Seal Standards: GS-37 for Commercial and Institutional Cleaners for those product categories covered by this Standard and GS-34 for Degreasers (<https://greenseal.org/standards/gs-37-cleaning-products-for-industrial-and-institutional-use/>).

The Contractor shall prefer floor finishes and floor maintenance products that are free of metals, such as zinc, arsenic, lead, cadmium, cobalt, chromium, mercury, nickel, or selenium. The Contractor shall furnish to the Program Manager all Material Safety Data Sheets (“MSDS”) for any materials used in the performance of the Contract including, but not limited to:

|                                      |                                               |
|--------------------------------------|-----------------------------------------------|
| All-purpose cleaner                  | Degreaser/cleaner                             |
| Heavy duty cleaner                   | Deodorizer                                    |
| Carpet shampoo                       | Floor finish                                  |
| Gum Remover                          | Floor finish restorer                         |
| Disinfectant sanitizer               | Floor sealer                                  |
| Extraction Fluid                     | Furniture polish                              |
| Floor stripper                       | Glass cleaner                                 |
| Neutral cleaner (liquid)             | Grout Sealer                                  |
| Spot and stain remover               | Lime and scale remover (tub and tile cleaner) |
| Bathroom cleaner                     | Stainless-steel polish                        |
| Brass polish/cleaner                 | Toilet bowl cleaner                           |
| Chrome polish/cleaner                | White board cleaner                           |
| Cream cleaner                        | Wood floor cleaner                            |
| Solvent spotter                      | Laundry detergent                             |
| Liquid hand soap including dispenser | Air freshener including dispenser             |

All new products used during the life of the contract must have MSDS provided to the Program Manager prior to bringing these products on site and being used. The Contractor shall use only commercially available products that meet Federal, State, and local laws and regulations.

Contractor must maintain the MSDS in a location accessible to all employees and must advise the Program Manager of their location. The MSDS will be available for inspection by the Program Manager on request. The Contractor shall take every precaution to ensure that environmentally friendly products are used. Information can be obtained from Federal, State, and local agencies concerning safe chemical cleaning materials. Contractor must supply an inventory list of products to be used under the Contract to the Program Manager as part of its Green Cleaning Plan, further detailed in Article D6.07 below. The inventory list must be updated, with a copy provided to the Program Manager, throughout the term of the Contract as new inventory items are used. The Program Manager shall contact the Contractor immediately if any item is deemed inappropriate for use under the Contract.

### **3.04 DELIVERABLES**

#### **3.04-1 WORK PLAN**

The Contractor must prepare a Work Plan (“WP”) establishing a program of inspections and Service for meeting the Performance Standards of the Contract Documents. The Contractor must submit the WP for the first three (3) months of the Contract term to the Program Manager within fourteen (14) days of the execution of the Contract, for review and acceptance. Should the Program Manager recommend or require revisions, the Contractor must make the necessary revisions and resubmit a revised WP to the Program Manager within seven (7) days. Thereafter, the Contractor must submit another WP to the Program Manager fourteen (14) days prior to the start of each three (3) month period. At a minimum, the WP must:

- Outline the Contractor’s overall strategy for providing the Custodial Services contained in the Contract Documents;
- Establish the Contractor’s program of inspections and maintenance for each Contract year, to include a month to month breakdown by Task;
- Project a level of unscheduled work (including re-work);
- Provide a breakdown of the Work to be performed each month by Task and Site, as well as a breakdown of the labor force, equipment, and supplies to be used monthly;
- Include a budget estimate for each month;
- Provide the Contractor’s standard operating procedures, emergency operating procedures, safety plan, and contingency plans, when applicable;
- Detail the communication plan, including points of contact, phone numbers, email addresses, etc., to be used by the Program Manager or on-site designated Town personnel to address issues, coordination of the Work, service calls, additional work, and etc.;
- Document Contractor’s plan for responding to service calls, including those that require an immediate response, such as a spill or lack of materials, or such other circumstances requiring a one-day response, such as setting up a room for a meeting.

Once accepted, the Contractor’s WP will provide the baseline for tracking the Work and expenditures against the Contract, and for evaluating performance in accordance with the Contract Documents.

#### **3.04-2 QUALITY CONTROL PLAN**

Within fourteen (14) days of the execution of the Contract, the Contractor must submit a Quality Control Plan (“QCP”) to the Program Manager for review and acceptance. The rationale underpinning the QCP is that the Contractor is responsible for Quality Control. All methods, procedures, and forms must support this rationale. The QCP must clearly identify how the

Contractor will monitor its own Work to ensure that the Work is performed and meets the Performance Standards established in the Contract. The QCP must provide for the inspection and assessment of the quality and progress of the Work at each Site where Work is being performed. The QCP must be designed to keep the Contractor's management and the Town informed of all issues affecting quality, to include timely and effective corrective action for all deficiencies. These inspections must be in addition to the requirement for daily supervision. The QCP records must, in part, consist of checklists of inspections and must indicate the nature, frequency and number of observations made, number and type of deficiencies found, and the nature of corrective action taken as appropriate. At a minimum, the QCP must address the following:

- How the Contractor will control quality of supplies and Services;
- How compliance with the Green Cleaning Plan will be accomplished;
- An inspection system that is tailored to the different Tasks and Sites covered under the Performance Work Statement;
- A system for identifying and correcting deficiencies in the quality of the Work before the level of performance becomes unacceptable and/or Town Inspectors or the Program Manager independently identify the deficiencies;
- A system to ensure that the Contractor's employees are notified of deficiencies, that the noted deficiencies are corrected (if possible), and that the employees are counseled/retrained as necessary to ensure that deficiencies do not recur;
- A system that provides the Program Manager access to all Contractor documentation, reports, and files (to include any forms on which quality control inspections are documented) with respect to Contractor quality control inspections and any corrective action taken;
- If the Contractor has a corporate/home office, how it will provide Contract support, services, and controls; and
- The identity of all personnel who will be performing quality control inspections by name and title, and verification that the person who actually performed the Work must not perform quality control inspections.

Where the QCP is returned by the Program Manager for revisions or corrections, the Contractor must resubmit the QCP within seven (7) days of receipt from the Program Manager, with requested revisions or corrections. The accepted QCP will be incorporated into the Contract Documents and set the basis for Contractor's obligations for quality control standards. The Contractor must not implement any changes to its approved QCP prior to review and acceptance by the Program Manager.

The Contractor must perform quality control inspections by qualified personnel (i.e. personnel knowledgeable of all technical aspects of the Work, which would allow identification/discovery of improperly performed services) and provide documentation of the inspection results to the Program Manager on a monthly basis. The documentation must be signed and dated by the inspector at the time the inspection is completed. All completed inspection reports must be submitted to the Program Manager.

### 3.04-3 CLEANING SCHEDULE

Concurrent with the submission of the WP, the Contractor must submit a Cleaning Schedule ("CS") with weekly schedules for the initial month of Services for periodic Services such as carpet cleaning, floor polishing, window washing, etc. Subsequently, the Contractor must provide a CS to the Program Manager at least one week prior to the end of each month, which will reflect the

Services to be performed during the next month, broken down by Site(s) and Task, and day(s) of the week the Services will be performed.

#### 3.04-4 MONTHLY REPORT

The Contractor must furnish a monthly report ("Report") to the Program Manager no later than the fifteenth (15<sup>th</sup>) of each month that must consist of five (5) parts, broken down as follows:

##### Part 1

Prior month's Basic Services activities accomplished, identified by park or roadway and must include the date(s) the Work was performed.

##### Part 2

Prior month's Supplemental Services activities accomplished, identified by park or roadway, the date(s) the Work was performed, and the cost(s) associated with the Work.

##### Part 3

Prior month's Re-Work activities accomplished, identified by park or roadway, the date(s) the Work was performed.

##### Part 4

Prior month's Additional Services activities accomplished, identified by park or roadway, the date(s) the Work was performed.

##### Part 5

Prior month's inspections conducted under the QCP. This Part of the Report must include the following details:

- a. Dates of inspections
- b. Name and signature of inspector
- c. Location of the inspection
- d. Work inspected
- e. Locations found to be in compliance with the Performance Standards
- f. Locations found to be non-compliant
  - i. Deficiencies found per location
  - ii. Actions taken to correct deficiencies
  - iii. Actions taken to mitigate future occurrences of the deficiencies

Contractor must provide Program Manager with a hard copy and/or electronic copies of all forms and documents prepared as a part of the Quality Management Plan monitoring.

#### 3.04-5 EMERGENCY RESPONSE PLAN

The Contractor must prepare and furnish to the Program Manager for review and acceptance an Emergency Response Plan ("ERP") within thirty (30) days after execution of the Contract. The ERP must outline the Contractor's response procedures in the event of an emergency, damage, or adverse weather conditions including hurricanes, rain, or flooding. The ERP must address the Contractor's coordination procedures with the Town.

The ERP must include a provision for cooperating with the Town to furnish Contractor's forces to supplement the Town's staff in hurricane preparedness, evacuation plans, and hurricane disaster response of the disaster event within the project limits. In the event that services or equipment

are required by the Town for emergency preparation response, such services and equipment will be deemed as Additional Services and paid for in accordance with the terms of this Contract.

#### **3.04-6 GREEN CLEANING PLAN**

To help ensure that the Contractor complies with the Green Cleaning requirements, the Contractor shall use green cleaning products and processes, and shall demonstrate such capability by submitting a Green Cleaning Plan ("GCP") to the Program Manager that describes methods, materials, and equipment used under the Contract. Green cleaning is a planned and organized approach to cleaning that is designed to protect the occupants and the workers' health and reduce the impact on human health and the environment. Contractor must submit the GCP to the Program Manager for approval within fourteen (14) days of contract execution.

The GCP must include the use of recycled content, environmentally preferable products and services, vacuum cleaners with HEPA filtration, bio-based products, and products and services that minimize the use of energy, water, and other resources. In addition to compliance with these requirements, the Contractor shall follow all applicable standard industry practices including, but not limited to, those published by the National Institute of Building Sciences ("NIBS"), American Society of Testing Materials ("ASTM"), and Carpet and Rug Institute ("CRI"), as well as applicable standards of the Environmental Protection Agency ("EPA").

The GCP shall be updated as requested by the Program Manager and prior to any changes being implemented to the current GCP by the Contractor.

#### **3.04-7 CONTACT INFORMATION FOR PERSONNEL**

The Contractor must furnish a list containing the contact information, *i.e.* name, phone number, email address, etc., for the Contractor's Contract Manager and Site Supervisor to the Town's Program Manager within five (5) days of Contract execution. Additionally, the Contractor must provide a list naming all personnel that have cleared the background check required under Article 3.05-4 and will be performing services under this Contract within fourteen (14) days of Contract execution.

### **3.05 PERSONNEL REQUIREMENTS/QUALIFICATIONS**

#### **3.05-1 GENERAL**

The Contractor must manage the total Work effort associated with the Services required to assure fully adequate and timely completion of these Services in accordance with the Performance Standards. Such management includes, but is not limited to, planning, scheduling, report preparation, establishing and maintaining records, and quality control. The Contractor must provide staff with the necessary management expertise to assure the performance of the required Work; and, trained and experienced field and office personnel who meet established standards to effectively perform the Services required and who exhibit capability to perform with minimum supervision. It is the Town's preference that turnover be kept to a minimum with personnel to ensure a continuity of operations through the Contract term.

#### **3.05-2 CONTRACT MANAGER**

The Contract Manager must have full authority on a day-to-day basis to act on behalf of the Contractor on all matters pertaining to the performance of the Work under this Contract including authority to accept and sign for notice of deductions, inspections reports and all other correspondence on behalf of Contractor. The Contract Manager must be available to discuss Contract matters and performance issues with the Contract Manager during regular Town

business hours and within one (1) hour during other times. This can be accomplished in person, or by telephone, as appropriate depending on the circumstances. Therefore, the Contractor must provide to the Program Manager the contact information (i.e. phone, email address, cell phone, etc.) for the Contract Manager and an alternate individual, within five (5) days of execution of the Contract. The Contractor must provide an updated list no less than five (5) days of any changes of the Program Manager or contact information provided.

### 3.05-3 SITE SUPERVISOR

The Contractor must provide a qualified on-site full-time working Site Supervisor to manage Contractor's personnel at the Work sites. This person (and their substitute) must have full authority to act for the Contractor on all matters relating to the daily performance of the Work at the Work site(s). The Site Supervisor must be the central point of contact in the field for the Town; and, must effectively communicate in English. The Site Supervisor must understand and be able to fulfill, completely and clearly, the Performance Standards and reporting requirements of the Contract. A résumé for the Site Supervisor must be submitted with the Contractor's deliverables and must include all contact information for the Site Supervisor (i.e. telephone, email address, cell phone, etc.). The Site Supervisor must have a minimum of three (3) years of experience as a custodial supervisor on contracts of similar size, scope, and complexity, and must remain on-site at all times while Work is being performed under the Contract. When the on-site working Site Supervisor is absent for the day or for an extended period (more than 4 hours), the Program Manager must be notified and the Contractor must appoint a qualified substitute. Within five (5) days of execution of the Contract, the Contractor must provide the Program Manager with a cellular phone number for the Site Supervisor where he/she can be reached at all times.

### 3.05-4 PERSONNEL QUALIFICATIONS

The Contractor must furnish sufficient competent and qualified personnel to perform all Work specified in the Contract. Contractor must perform a background check on all proposed personnel in accordance with Administrative Order 07-01 and only those individuals must be authorized to work under this Contract. The Contractor must submit to the Program Manager within fourteen (14) days of the execution of the Contract, a list of all personnel proposed to work under the Contract and who have passed the background check. The list must be updated immediately when changes occur.

### 3.05-5 UNIFORM/APPEARANCE

Contractor personnel located at Work sites must present a neat appearance and must wear distinct clothing bearing the Contractor's name for easy identification. All Contractor employees, including the Site Supervisor, must wear a distinctive, neat, and freshly laundered uniform, which the Contractor must supply at no cost to the employee. Any color or color combination may be used for the uniforms. The following clothing types are not to be worn: tube tops, tank tops, shorts, leotards, sandals, cutoffs, multicolored pants/shorts, items in disrepair, or any other inappropriate or offensive clothing as determined by the Program Manager to be unacceptable for representing the Town. The Program Manager may request the removal of any employee not properly uniformed.

### 3.05-6 STANDARDS OF CONDUCT

The Contractor must maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and must take such disciplinary action against his/her employees, as



necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the community, and the Town.

#### 3.05-7 ALCOHOL & CONTROLLED SUBSTANCES

Contractor's employees must not possess, distribute, consumer, use or cause to be used, any controlled substance or alcohol on the Work sites. Any Contractor employee under the influence of alcohol or a controlled substance must not be permitted to perform any Work under the Contract. Any Contractor or Contractor employee found to be in violation of this requirement will be permanently prohibited from performing any Work under this Contract. Actions taken under this Article shall not relieve the Contractor of the obligation to provide sufficient personnel to perform adequate and timely Service as required in this Contract.

#### 3.05-8 EMPLOYEE SAFETY REQUIREMENTS

The Contractor must require their employees to comply with the instructions pertaining to conduct, safety and health regulations forming a part of this Contract. All equipment operators must wear safety protection equipment required or recommended by the equipment manufacturer and OSHA; and, all power operating equipment, truck, hand, mechanical or vehicular tools, etc. must be operated within the safety parameters defined by OSHA. Equipment must be carefully maintained and operated with proper safety guards and devices installed and fully operational and with discretion when near pedestrians or vehicles. All employees **must wear a safety vest** when working by roads and in areas with vehicular traffic.

#### 3.05-9 EMPLOYEE TRAINING/OPERATING OF EQUIPMENT

The Contractor must ensure that all employees have been properly trained, certified, and/or licensed to operate power equipment, power and mechanical tools, lifts, etc., and must maintain records of all training, qualifications and certifications to be made available for the Town's review upon request. The Contractor must provide training to all employees, at the Contractor's expense, to ensure the competencies in performing tasks are met to prevent the endangerment of personnel or the public. All safeguards must be in place and operational at all times.

Contractor's employees are not permitted to use radios, cell phones, texting devices, mp3 players, or other media devices, while operating equipment and may be subject to removal from providing Services under this Contract for repeated violations. Employees are prohibited from smoking during performance of the Work under this Contract.

### 3.06 PAYMENT REDUCTION

Contractor is required to maintain a high level of cleanliness and working conditions, which are essential to the Town in ensuring proper healthy working conditions for Town employees, and clean facilities for the public when utilizing Town facilities. The Town may assess liquidated damages/administrative cost for the failure to perform required Work occurs. These assessments are based on the cost which would be incurred should the Town have staff, or another contractor perform the Work.

The Program Manager or designee will provide Contractor a list of the Tasks that were not performed the previous day. Failure to correct these deficiencies within forty-eight (48) hours of notification, or a mutually agreed time, will result in the assessment of liquidated damages/administrative charges in the amount listed in Exhibit B, Liquidated Damages/Administrative Charges.

Charges that have been assessed will be deducted against the monthly invoices received by the Town, or where outstanding invoices are insufficient, the Town may invoice the Contractor for the liquidated damages/administrative charges due. The Contractor will be in default of the Contract for repeated

failures to comply with the Performance Standards in this Contract regardless of whether payment reductions have been assessed.

In the event that the Contractor's employee(s) are not on duty as required, a charge of \$50.00 per hour will be made for each person not present for Work.

### **3.07 ADDITIONAL SERVICES**

Work requested by the Program Manager that exceeds those established in the PWS, including any increased frequency in any specified cycles of cleaning shall be considered Additional Services and shall be issued in writing via a Work Order. Such work may be issued based on the hourly rates established in the Contract or may be negotiated between the Program Manager and the Contractor, which should typically be based on a cost per square foot, per item basis, or task basis depending on the nature of the work. The Town reserves the right to obtain services from other sources if determined that prices are not found to be fair and reasonable, based on competitive fair market prices.

### **3.08 SERVICE CALLS**

Contractor shall provide adequate staff to respond to service calls during regularly schedule operating hours, as stated in Article 3.03, and during the Contractor's regular cleaning schedule. Contractor shall detail in its Work Plan how it will monitor and respond to service calls. Service calls shall be monitored and satisfactorily responded to in a timely manner. Contractor shall include a method of recording service calls, the time to complete the service call, and the corrective action taken. These records shall be made available for review by the Program Manager. The costs of all service calls during regularly schedule operating hours, as stated in Article 3.03, are included in the Contractor's monthly costs for the Facilities. The Contractor shall respond to ALL Service Call requests (custodial issues, moving, arranging, and rearranging furniture, special event support, etc.) using the procedures outlined in the Work Plan. Service calls that the Program Manager determines to be urgent (spilled water in traffic areas, lack of toilet supplies, etc.) shall be handled immediately.

### **3.09 EMERGENCY SERVICE**

The Contractor shall provide after hours, additional/emergency service twenty-four (24) hours a day, seven (7) days a week. The Contractor must respond to requests for additional/emergency service within two (2) hours of notification from the Town. Additional/Emergency Work will be considered unforeseen, unanticipated work not listed under Services in this Section. For purposes of this Article, Contractor will have responded when personnel are on-site and prepared to work.

### **3.10 STORAGE OF MATERIALS & EQUIPMENT**

The Town has limited space for the storage of supplies, equipment and materials. The Program Manager may, at his sole discretion, authorize the Contractor to store supplies, materials, and equipment at the Facilities. Such authorization shall be granted in writing in advance of any such storage and only for short-term requirements. Should the Contractor store any of its supplies, equipment, or materials on Town property, the Town assumes no liability or responsibility for the safety of such.

### **3.11 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS**

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration ("OSHA") requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Contractor shall provide a complete set of MSDS to the Program Manager prior to utilizing any such materials or supplies. For additional information on the Federal “Right to Know” Regulation, contact OSHA at [www.OSHA.gov](http://www.OSHA.gov) or call (954) 424-0242.

### 3.12 BIOHAZARDOUS WASTE

Contractor is required, as part of its routine daily work, to clean, disinfect, decontaminate, and legally dispose of potentially infectious blood borne pathogen materials. Potentially infectious materials may include, but are not limited to, blood, urine, feces, semen, vomit, pleural fluid, saliva, needles, sharp items, diapers, etc.

### 3.13 SCAVENGING

Scavenging by any of the Contractor’s personnel is prohibited. The Program Manager may require the removal of any employee who scavenges while performing any of the Work under this Contract.

### 3.14 TASK FREQUENCY

The Contractors monthly costs per Facility are based on performing the following minimum task frequency to meet the stated Performance Standards. Should the Town determine that the task frequency can or need to be revised such changes shall be done in accordance with Article C4. The monthly costs shall be adjusted as necessary to reflect in any increase or decrease in the task frequency.

#### 3.14-1 INDOOR AREAS

| Public Areas                                                                       |                      |
|------------------------------------------------------------------------------------|----------------------|
| Task                                                                               | Frequency            |
| Dust mop and damp mop                                                              | Daily, As-Needed     |
| Spot clean carpet                                                                  | Weekly, As-Needed    |
| Clean/sanitize water fountains                                                     | Daily                |
| Clean Lobby and hallway furniture                                                  | Daily                |
| Spot clean lobbies, atriums, vending areas, furniture and table tops               | Daily, As-Needed     |
| Vacuum & clean floor mats & area rugs                                              | Monthly, As-Needed   |
| Reset moved lobby and hallway furniture                                            | Daily                |
| Clean vending machine areas                                                        | Weekly, As-Needed    |
| Empty waste containers                                                             | Daily                |
| Spot clean walls, doors, partitions/dividers & system furniture walls              | Monthly, As-Needed   |
| Spray buff floors                                                                  | Weekly               |
| Dust flat surfaces                                                                 | Weekly, As-Needed    |
| Clean/pick-up trash containers, recycling bins/containers, and planters/plant pots | Weekly, As-Needed    |
| Dust vents, doors, wall, & ceilings (8 ft.)                                        | Weekly, As-Needed    |
| Interim floor care                                                                 | Quarterly, As-Needed |
| Strip and refinish/polish floors                                                   | Quarterly, As-Needed |
| TV Screens                                                                         | Weekly, As-Needed    |
| Clean interior windows                                                             | Weekly               |

### Staircases/Stairwells

| Task                              | Frequency            |
|-----------------------------------|----------------------|
| Sweep/dust mop steps and landings | Daily, As-Needed     |
| Damp mop steps and landings       | Daily                |
| Spot clean walls and doors        | Weekly               |
| Dust flat surfaces                | Weekly               |
| Damp wipe hand rails              | Weekly               |
| Interim floor care                | Quarterly, As-Needed |
| Dust vents and any exposed pipes  | Monthly              |
| Strip and refinish landings       | Quarterly, As-Needed |

### Office Areas

| Task                                      | Frequency         |
|-------------------------------------------|-------------------|
| Vacuum carpet and straighten furniture    | Daily, As-Needed  |
| Spot clean carpets                        | Weekly            |
| Dust mop & damp mop tile floors           | Daily, As-Needed  |
| Empty waste containers                    | Daily             |
| Spot clean walls & doors                  | Weekly, As-Needed |
| Dust furniture, fixtures, & flat surfaces | Weekly, As-Needed |
| Clean trash containers                    | Weekly, As-Needed |
| Dust vents, doors & ceilings (8 ft.)      | Quarterly         |
| Dust blinds                               | Weekly, As-Needed |
| Wash Blinds                               | Weekly, As-Needed |
| Deep clean (extraction) carpet cleaning   | Quarterly         |
| Spray buff tile floors                    | Weekly, As-Needed |
| Strip, wax floors                         | As-Needed         |
| TV Screens                                | Weekly, As-Needed |
| Clean interior windows                    | Weekly            |

### Conference Rooms

| Task                                      | Frequency         |
|-------------------------------------------|-------------------|
| Vacuum carpet and straighten furniture    | Daily, As-Needed  |
| Spot clean carpets                        | Weekly            |
| Dust mop & damp mop tile floors           | Daily, As-Needed  |
| Empty waste containers                    | Daily             |
| Spot clean walls & doors                  | Weekly, As-Needed |
| Dust furniture, fixtures, & flat surfaces | Weekly, As-Needed |
| Clean trash containers                    | Weekly, As-Needed |
| Dust vents, doors & ceilings (8 ft.)      | Quarterly         |
| Dust blinds                               | Weekly, As-Needed |
| Wash Blinds                               | Weekly, As-Needed |
| Deep clean (extraction) carpet cleaning   | Semi-Annual       |
| Spray buff tile floors                    | Weekly, As-Needed |
| Strip, wax floors                         | As-Needed         |
| Clean interior windows                    | Weekly            |

### Kitchen/Kitchenette

| Task                                         | Frequency           |
|----------------------------------------------|---------------------|
| Dust mop & damp mop tile floors              | Daily, As-Needed    |
| Empty waste containers                       | Daily               |
| Spot clean walls & doors                     | Weekly, As-Needed   |
| Dust furniture, fixtures, & flat surfaces    | Weekly, As-Needed   |
| Clean trash containers                       | Weekly, As-Needed   |
| Dust vents, doors & ceilings (8 ft.)         | Weekly, As-Needed   |
| Dust blinds                                  | Monthly, As-Needed  |
| Wash Blinds                                  | Work Order Required |
| Clean and polish sink areas                  | Daily, As-Needed    |
| Spray buff tile floors                       | Weekly, As-Needed   |
| Strip, wax floors                            | As-Needed           |
| Clean interior & exterior of refrigerators   | Monthly             |
| Clean interior & exterior of microwave ovens | Weekly              |
| Clean kitchen fixtures                       | Weekly, As-Needed   |

### Council Chambers

| Task                                                                               | Frequency         |
|------------------------------------------------------------------------------------|-------------------|
| Dust mop and damp mop                                                              | Weekly, As-Needed |
| Spot clean carpet                                                                  | Weekly, As-Needed |
| Clean room furniture                                                               | Daily             |
| Spot clean furniture and table tops                                                | Weekly, As-Needed |
| Reset moved furniture                                                              | Daily, As-Needed  |
| Empty waste containers                                                             | Daily, As-Needed  |
| Spot clean walls and doors                                                         | Weekly            |
| Spray buff floors                                                                  | Monthly           |
| Dust flat surfaces                                                                 | Weekly, As-Needed |
| Clean/pick-up trash containers, recycling bins/containers, and planters/plant pots | Weekly, As-Needed |
| Dust vents, doors, wall, & ceilings (8 ft.)                                        | Weekly, As-Needed |
| Interim floor care                                                                 | As-Needed         |
| Strip and refinish/polish floors                                                   | As-Needed         |
| Clean & dust free-standing light fixtures                                          | Weekly            |
| Clean & dust TVs/electronic equipment                                              | Weekly            |
| Clean interior windows                                                             | Weekly            |

### Indoor Activity Rooms

| Task                                                                               | Frequency            |
|------------------------------------------------------------------------------------|----------------------|
| Dust mop and damp mop                                                              | Daily, As-Needed     |
| Spot clean carpet                                                                  | Weekly, As-Needed    |
| Clean/sanitize water fountains                                                     | Daily                |
| Clean room furniture                                                               | Daily                |
| Empty waste containers                                                             | Daily, As-Needed     |
| Spot clean walls and doors                                                         | Weekly               |
| Spray buff floors                                                                  | Weekly               |
| Dust flat surfaces                                                                 | Weekly, As-Needed    |
| Clean/pick-up trash containers, recycling bins/containers, and planters/plant pots | Weekly, As-Needed    |
| Dust vents, doors, wall, & ceilings (8 ft.)                                        | Weekly, As-Needed    |
| Interim floor care                                                                 | Quarterly, As-Needed |
| Strip and refinish/polish floors                                                   | As-Needed            |
| Clean room dividers and partitions                                                 | Monthly              |
| Clean & dust free-standing light fixtures                                          | Monthly              |
| Clean & dust TVs/electronic equipment                                              | Weekly               |
| Clean interior windows                                                             | Weekly               |

### Elevator

| Task                                          | Frequency         |
|-----------------------------------------------|-------------------|
| Dust mop & damp mop tile floor                | Daily             |
| Spot clean floor                              | Daily             |
| Dust/clean walls                              | Daily             |
| Clean entrance doors & walls. Remove graffiti | Daily             |
| Polish bright metal surfaces including doors  | Weekly            |
| Dust vents/ceiling                            | Weekly, As-Needed |
| Clean door tracks                             | Weekly, As-Needed |

### Restrooms/Showers

| Task                                                               | Frequency          |
|--------------------------------------------------------------------|--------------------|
| Clean/disinfect urinals, toilet bowls & descale as needed          | Daily              |
| Clean/disinfect shower areas, descale & remove mildew as necessary | Daily              |
| Clean partitions and doors                                         | Daily, As-Needed   |
| Clean sinks and counter tops                                       | Daily              |
| Clean mirrors                                                      | Daily              |
| Clean dispensers                                                   | Daily              |
| Restock soap & paper supplies                                      | Daily              |
| Clean/Disinfect floors                                             | Daily              |
| Machine scrub floors                                               | Quarterly          |
| Empty trash containers                                             | Daily              |
| Spot clean walls and doors                                         | Daily, As-Needed   |
| Dust vents/doors & ceilings (8 ft.)                                | Monthly, As-Needed |
| Clean Grout in tile areas                                          | Quarterly          |
| Pour water in floor drains to check for clogging                   | Weekly, As-Needed  |

### Locker Rooms

| Task                                | Frequency          |
|-------------------------------------|--------------------|
| Clean/disinfect floors              | Daily              |
| Clean locker room                   | Daily              |
| Clean/disinfect bench seating       | Daily, As-Needed   |
| Dust vents/doors & ceilings (8 ft.) | Monthly, As-Needed |
| Clean mirrors                       | Daily              |
| Clean dispensers                    | Daily              |
| Restock soap & paper supplies       | Daily              |
| Empty trash containers              | Daily              |



### 3.14-2 OUTDOOR AREAS

#### **Building Exterior**

| <b>Task</b>                                   | <b>Frequency</b>   |
|-----------------------------------------------|--------------------|
| Clean exterior window (excluding glass doors) | Monthly, As-Needed |
| Clean exterior glass in exit & entry doors    | Weekly, As-Needed  |
| Clean canopies                                | Weekly             |
| Vacuum & clean floor/entrance mats            | Weekly, As-Needed  |

#### **Signs, Artwork & Vending Machines**

| <b>Task</b>                         | <b>Frequency</b> |
|-------------------------------------|------------------|
| Clean signs and vending machines    | Weekly           |
| Clean art work (polish if required) | Monthly          |

#### **Parking Lots, Outside Hard Surface Areas, Light Fixtures**

| <b>Task</b>                                                                              | <b>Frequency</b>   |
|------------------------------------------------------------------------------------------|--------------------|
| Clean parking lots                                                                       | Weekly, As-Needed  |
| Clean outside areas (steps, stairs, entrances, landings, ledges, sidewalks, trails, etc. | Weekly, As-Needed  |
| Wipe down signage & monument lighting                                                    | Weekly             |
| Pressure clean hard surface areas outside buildings                                      | Monthly, As-Needed |

#### **Excrement Removal**

| <b>Task</b>                                | <b>Frequency</b>  |
|--------------------------------------------|-------------------|
| Remove excrement and clean area (excluding | Daily, As-Needed  |
| Remove avian excrement and clean area      | Weekly, As-Needed |

#### **BBQ and Picnic Areas**

| <b>Task</b>                                   | <b>Frequency</b>  |
|-----------------------------------------------|-------------------|
| Clean BBQs                                    | Weekly, As-Needed |
| Wipe down, & disinfect Picnic & Seating Areas | Daily             |
| Remove staples, tape & party decorations      | Weekly            |
| Remove cobwebs, and insect nests              | Daily             |

### Exercise Areas and Equipment

| Task                                           | Frequency          |
|------------------------------------------------|--------------------|
| Clean rubberized/playground surfaces areas     | Weekly, As-Needed  |
| Disinfect rubberized/playground surfaces areas | Monthly, As-Needed |
| Rake rubberized/playground safety material     | As-Needed          |
| Wipe down playground/exercise equipment        | Weekly             |
| Remove cobwebs or insect nests                 | Weekly, As-Needed  |

### Basketball Courts/Tennis Courts/Baseball Dugouts

| Task                                   | Frequency        |
|----------------------------------------|------------------|
| Clean & remove excess water            | Daily, As-Needed |
| Remove ponding water                   | As-Needed        |
| Clean glass basketball hoop backboards | Monthly          |
| Remove cobwebs and insect nests        | As-Needed        |

### Trash/Dog Waste Receptacles

| Task                      | Frequency   |
|---------------------------|-------------|
| Empty & clean receptacles | Twice Daily |
| Clean with bleach         | As-Needed   |

### Bridge, Pier/Marina and Aquatic Pond Areas

| Task                                       | Frequency |
|--------------------------------------------|-----------|
| Remove exposed litter/debris in pond areas | As-Needed |
| Clean hand railings & surfaces             | Weekly    |

### Other

| Task                                                                                                                                                             | Frequency          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Clean/sanitize water fountains                                                                                                                                   | Daily              |
| Sweep, dust mop, damp mop, exterior floors, hallways, corridors                                                                                                  | Daily, As-Needed   |
| Sweep parking lot areas                                                                                                                                          | Weekly             |
| Clean and wipe down fence line areas                                                                                                                             | Monthly, As-Needed |
| Spot clean walls and doors                                                                                                                                       | Weekly             |
| Daily spot-check Town owned pond areas and remove exposed litter/debris; wipe down all bridge, marina and pier hand railings and keep them free of loose debris. | Weekly, As-Needed  |
| Clean/pick-up interior trash containers, recycling bins/containers, and planters/plant pots                                                                      | Daily, As-Needed   |
| Wipe down signage to maintain visibility                                                                                                                         | Weekly, As-Needed  |
| Wipe down exterior landscape/monument light fixtures                                                                                                             | Weekly, As-Needed  |
| Clean/Sanitize outdoor seating areas                                                                                                                             | Weekly, As-Needed  |

### Guard Houses

- |                                                                                                                                                               |                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• 8206 NW 162<sup>nd</sup> Street</li> <li>• 8111 NW 167<sup>th</sup> Terrace</li> <li>• 8281 Balgowan Road</li> </ul> | <ul style="list-style-type: none"> <li>• 8211 NW 168<sup>th</sup> Street</li> <li>• 16111 NW 79<sup>th</sup> Avenue</li> <li>• 15711 Turnberry Drive</li> </ul> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Task                                                         | Frequency |
|--------------------------------------------------------------|-----------|
| Dust mop and damp mop                                        | Weekly    |
| Empty waste containers, inside and outside of guardhouses    | Weekly    |
| Spot clean walls and doors                                   | Weekly    |
| Dust flat surfaces                                           | Weekly    |
| Clean/pick-up trash containers and recycling bins/containers | Weekly    |
| Dust vents, doors, wall, & ceilings                          | Weekly    |
| Clean interior windows                                       | Weekly    |
| Clean interior & exterior of refrigerators                   | Weekly    |
| Clean interior & exterior of microwave ovens                 | Weekly    |
| Clean/disinfect toilet bowls & descale as needed             | Weekly    |
| Clean sinks and counter tops                                 | Weekly    |
| Clean mirrors                                                | Weekly    |
| Clean dispensers                                             | Weekly    |
| Restock soap & paper supplies                                | Weekly    |

|                                               |        |
|-----------------------------------------------|--------|
| Clean/Disinfect floors                        | Weekly |
| Empty trash containers                        | Weekly |
| Spot clean walls and doors                    | Weekly |
| Dust vents/doors & ceilings                   | Weekly |
| Clean Grout in tile areas                     | Weekly |
| Clean exterior window (excluding glass doors) | Weekly |
| Clean exterior glass in exit & entry doors    | Weekly |
| Wipe down signage                             | Weekly |

**SIGNATURE PAGE FOLLOWS**

## CONTRACT EXECUTION FORM

This Contract 2023-16 made this 13<sup>th</sup> day of May in the year 2023 in an amount not to exceed \$ 2,118,996 by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Miami Janitorial Supply, Inc. hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

By:

Gina M. Inguanzo  
Gina M. Inguanzo, Town Clerk

By:

TOWN OF MIAMI LAKES  
Edward Pidermann  
Edward Pidermann, Town Manager

Legal Sufficiency:

By:

Lorenzo Cobiella  
Lorenzo Cobiella, Deputy Town Attorney

Date:

5/15/23

Signed, sealed, and witnessed in the presence of:

As to the Contractor:

Miami Janitorial Supply, Inc.  
(Contractor's Name)

By:

Yanetsis Sosa

By:

Carmela Diaz

Name:

Carmela R. Diaz

Title:

President

Date:

May 15, 2023

(\*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

## **EXHIBIT B – LIQUIDATED DAMAGES/ADMINISTRATIVE CHARGES**

## EXHIBIT B

### LIQUIDATED DAMAGES/ADMINISTRATIVE CHARGES

| TASK                                                                          | AMOUNT |
|-------------------------------------------------------------------------------|--------|
| Cleaning and polishing fountains and other stainless-steel furniture/fixtures |        |
| Cleaning bottom of cascade                                                    |        |
| Cleaning compactor area                                                       |        |
| Cleaning computers                                                            |        |
| Cleaning and disinfecting drinking fountains                                  |        |
| Cleaning entrance mats                                                        |        |
| Cleaning interior & exterior of glass doors and windows                       |        |
| Cleaning glass enclosed cases                                                 |        |
| Cleaning air diffusers or grills                                              |        |
| Change or clean air-conditioning filters                                      |        |
| Cleaning floor drains                                                         |        |
| Cleaning sinks                                                                |        |
| Cleaning, disinfecting, or descaling of wash basins, toilets, or urinals      |        |
| Cleaning, sweeping or hosing exterior floors                                  |        |
| Dusting as specified                                                          |        |
| Emptying recycling bin                                                        |        |
| Emptying trash receptacles                                                    |        |
| Replacing light bulbs                                                         |        |
| Rearranging furniture as required                                             |        |
| Remove cobwebs & insect nests                                                 |        |
| Remove carpet stain                                                           |        |
| Removing chewing gum                                                          |        |
| Removing scrubbing debris from baseboards                                     |        |
| Sweep, dust mop floors                                                        |        |
| Improper disposal of hazardous waste                                          |        |
| Use of non-authorized chemicals                                               |        |
| Malfunctioning/missing equipment                                              |        |
| Supervisor not on site on July 4th                                            |        |
| Failure to sign bathroom inspection sheet                                     |        |

# TAB 8



# PROPOSAL PRICE FORM



## PROPOSAL PRICE FORM

This Proposal is submitted on behalf of MIAMI JANITORIAL SUPPLIES, INC. (hereinafter "Proposer") located at

(Name of Proposer)

#103  
10651 N.W. 43rd St. Hialeah Gardens, FL 33018, submitted on 03-03-2023  
(Address) (Date)

to furnish all Work as stated in the RFP and Contract Documents for RFP No. 2023-16 for Custodial Services for Town Facilities

To: Town of Miami Lakes, Florida  
Attn: Town Clerk  
Government Center  
6601 Main Street  
Miami Lakes, Florida 33014

This Proposal Price Form is submitted as part of the Proposer's Proposal submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes.

Proposer has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP and attests to meeting the minimum qualifications stated therein.

All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Proposer acknowledges that the Town will rely on such statements, information, and representations in selecting a Proposer, and hereby grants the Town permission to contact any persons or entities identified in the RFP to independently verify the information provided herein.

No attempt has or will be made by the Proposer to induce any other person or firm to not submit a response to this RFP and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Proposer has had no contact with Town personnel regarding the RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Proposer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Proposer or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Proposer prior to submission of the Submittal, either directly or indirectly, to any other Proposer or competitor.



Proposer is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Proposer must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

The Proposer agrees, if this Proposal is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The individual signing the Proposal Form represents by signing, that he/she is duly authorized to sign on behalf of the Proposer and that all information and documents submitted in response to the RFP are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

### PROPOSAL PRICE

Proposer's **TOTAL PROPOSAL AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents. Proposer shall take into account the minimum wage increase legislation passed in Florida on November 3, 2020, when formulating their Proposal Price.

| Item No. | Location                     | Monthly Cost | Quantity (Months) | Five Year Total |
|----------|------------------------------|--------------|-------------------|-----------------|
| 1        | Government Center            | \$ 8,181.00  | 60                | \$ 490,860.00   |
| 2        | Miami Lakes Picnic Park West | \$ 7,452.00  | 60                | \$ 447,120.00   |
| 3        | Miami Lakes Picnic Park East | \$ 3,483.00  | 60                | \$ 208,980.00   |
| 4        | Royal Oaks Park              | \$ 8,586.00  | 60                | \$ 515,160.00   |
| 5        | Miami Lakes Optimist Park    | \$ 3,564.00  | 60                | \$ 213,840.00   |
| 6        | Guard Houses                 | \$ 840.00    | 60                | \$ 50,400.00    |

Total Proposal Amount: \$ 1,926,360.00

### ADDITIONAL/EMERGENCY SERVICES

Additional/Emergency Services inclusive of all required supplies and equipment:

Supervisor \$ 15.00 per man hour Worker \$ 17.00 per man hour

Firm's Name: MIAMI JANITORIAL SUPPLIES, INC

SSN or Federal ID No.: 83-0386237 Telephone No.: 786-408-5008

E-Mail Address: miamijanitorial@yahoo.com Facsimile No.: 786-347-7484

Town/State/Zip: 10651 NW 132nd St. Unit 103, HIALEAH GARDENS, FL 33018

Printed Name/Title: CAARELA R-DIAZ President Signature: Coameh Diaz

|          |                                                                                                                                                                                      |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b> | <b>COMPANY DECLARATION FORM CPD</b>                                                                                                                                                  |
| <b>2</b> | <b>PROPOSAL NARRATIVE<br/>GENERAL INFORMATION<br/>ADDENDUM</b>                                                                                                                       |
| <b>3</b> | <b>QUALIFICATION OF THE PROPOSER<br/>FORM CQQ<br/>TABLE OF ORGANIZATION<br/>FORM CRL-P CLIENT REFERENCE LETTER</b>                                                                   |
| <b>4</b> | <b>QUALIFICATIONS OF KEY STAFF<br/>FORMS KS / RESUME / FORM CRL-PM<br/>FORM CRL-SS / FINANCIAL STABILITY</b>                                                                         |
| <b>5</b> | <b>FINANCIAL STATEMENT<br/>INSURANCE CERTIFICATE</b>                                                                                                                                 |
| <b>6</b> | <b>APPROACH TO START-UP OPERATIONS<br/>CUSTODIAL OPERATIONAL PLANS</b>                                                                                                               |
| <b>7</b> | <b>FORM AK      FORM PEC<br/>FORM NCA    FORM COI<br/>FORM PR     FORM PRA<br/>DRUG FREE WORKPLACE CERTIFICATE OF<br/>AUTHORITY CORPORATE RESOLUTION<br/>CONTRACT EXECUTION FORM</b> |
| <b>8</b> | <b>FORM PP-PRICE PROPOSAL</b>                                                                                                                                                        |

# TAB 1

1

# COMPANY DECLARATION FORM CPD



**Company Profile and Declaration**

Solicitation Name: Custodial Services for Town Facilities

Solicitation Number: RFP No. 2023-16

Submitted By: Miami Janitorial Supplies, Inc  
(Respondent Firms' Legal Name)

N/A  
(Respondent D/B/A Name, if used for this Project)

Carmela R. Diaz C.E.O President  
(Name and Title of Officer Signing the Submittal for the Respondent)

10651 N.W. 132 Street Unit 103  
(Contact Name, if different from Officer)  
(Street Address)

Hialeah Gardens, FL 33018  
(City/State/Zip Code)

MiamiJanitorial@yahoo.com (866) 408-5008  
(Email Address) (Phone Number)

**Declaration**

I, Carmela R. Diaz hereby declare that I am the  
President of Miami Janitorial Supplies, Inc  
Title Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.



The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law,





the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Miami-Dade County, State of Florida on 20 13

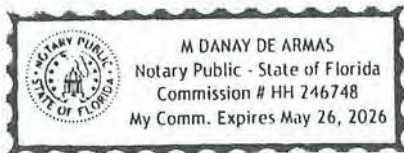
Carmela Diaz  
Signature

Carmela R. Diaz  
Print Name

Subscribed and sworn to before me this 2 day of March, 2023.

[Signature]  
Signature

M Danay De Armas  
Print Name



(Notary Seal/Stamp)

# TAB 2

2

# PROPOSAL NARRATIVE GENERAL INFORMATION

# **MIAMI JANITORIAL SUPPLIES, INC**

## **GENERAL INFORMATION**

Miami Janitorial Supplies, Inc is a corporation organized under the law of the state of Florida filed on August 18, 2003, under the document number P03000090438. We are a state of Florida certified Woman & Minority Business Certification.

Carmela R Diaz is the President and Director and owner of Miami Janitorial Supplies, Inc. Our company has over 19 years proven experience providing similar services under the present name. None of our offices, directors, managers, or shareholders has failed to perform services or furnish good similar to those sought in any contract.

Miami Janitorial Supplies, Inc. is fully equipped and well – established company with character, integrity, reputation, judgement, experience, and efficiency for more than a reasonable period of time, with a very good record of performance

Miami Janitorial employees will wear uniforms bearing the company name, presenting neat appearance, and will be easily recognized by always wearing an identification badge. Our designated project manager will have the complete authority to enforce all aspect of any contract.

Miami Janitorial Supplies, Inc. here by takes no exception to the contract. We will utilize skilled and productive workforce to satisfactory furnishes the required level of service specified I this contact, to obtain the maximum productive man – hour. Our company is totally committed to provide the highest level of janitorial service and customer support.

From our main administrative headquarter office we will organize and control our field supervisor for tis contract which is Carmela Diaz with more than 25 years' experience in the management field, will oversee the day-to-day operation. She will oversee and assign the technical support and the labor personal needed.

All our employees and supervisors will have a cell phone for immediate response for any emergency & inquiries. We will be in charge of all Equipment and Material needed for the cleaning of this project work to be performed. We will apply the latest technology and product in the industries. All equipment and supplies will meet all approved OSHA and green seals standards.

**Miami Janitorial Supplies, Inc., Agrees to comply with this RFP # 2023-16**

- This statement attest that Carmela R. Diaz is the President, CEO, and owner of Miami Janitorial & Supplies, Inc., with 100% of the stock, she is the only individual with any interest in Miami Janitorial Supplies, Inc.
- Miami Janitorial Supplies, Inc., agrees to neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval for the Town of Miami Lakes.
- Miami Janitorial Supplies, Inc., agrees to comply with the Federal State, the local laws, rules, and regulations applicable to conflict of interest, nepotism and criminal and or fraudulent activities.
- Our Company Miami Janitorial Supplies, Inc., has the skills, capacity and all the ability to perform this contract.
- Miami Janitorial Supplies, Inc., have the character, integrity, reputation, judgement, experience, and efficiency of the proposer.
- Miami Janitorial Supplies, Inc., can perform the Contract within the time specified, without any delays or interference.
- Miami Janitorial Supplies, Inc., admit that we shall be solely responsible for making all investigations, evaluations, and examinations for the full performance of the contract.
- Miami Janitorial Supplies, Inc., doesn't have any history or citations and/or violations, notices of environmental regulations that there are no citations or violations.

Sincerely,

*Carmela Diaz*



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: 2023-16

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

|                       |                        |
|-----------------------|------------------------|
| Addendum No. <u>1</u> | Dated <u>2-13-2023</u> |
| Addendum No. <u>2</u> | Dated <u>2-23-2023</u> |
| Addendum No. _____    | Dated _____            |
| Addendum No. _____    | Dated _____            |
| Addendum No. _____    | Dated _____            |
| Addendum No. _____    | Dated _____            |
| Addendum No. _____    | Dated _____            |
| Addendum No. _____    | Dated _____            |
| Addendum No. _____    | Dated _____            |
| Addendum No. _____    | Dated _____            |

☐ No Addendum issued for this Solicitation

Firm's Name: Miami Janitorial Supplies Inc.

Authorized Representative's Name: Carmela R. Diaz

Title: President

Authorized Signature: Carmela Diaz

CD





**RFP 2023-16**

**Custodial Services for Town Facilities**

**Addendum #1**

**Due Date: 11:00 AM EST, March 7, 2023**

This addendum is incorporated into and made a part of the Request for Proposals ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Clarification:**

1. This addendum is issued, in part, to provide Exhibit B, Floor Plans for Town Facilities which is hereby incorporated into and made a part of the Contract Documents. Exhibit B should be used as reference material for purposes of formulating price proposals, but in no way does it relieve Proposer(s) obligation to inspect and familiarize itself with the sites of proposed Work under Section B13, Due Diligence/Inspection of the Site of the RFP.

**Questions:**

1. Is there a mandatory pre-proposal meeting?

**Response:** No.

2. How many years has the current custodial services provider been providing services?

**Response:** The contract has been active as of June 2018.

3. Who is the current custodial services provider?

**Response:** Miami Janitorial Supplies, Inc.

4. What are the current annual billing rates for each location?

**Response:**

Government Center – \$57,000

Veterans Park and Mary Collins Community Center - \$47,880

Miami Lakes Picnic Park East and Youth Center – \$26,040

Royal Oaks Park and Roberto Alonso Community Center – \$59,880

Miami Lakes Optimist Park Clubhouse & Portable Toilets – \$25,200

Guard Houses - \$6,240

5. Would the successful proposer have to provide materials, such as paper products and soaps?

**Response:** Yes. Supplies must be included in the monthly cost for each location.

6. Please specify how many times per week the services are needed for services at the six (6) guard houses.



**Response:** One (1) time per week.

7. Does this contract require an Insurance Bond?

**Response:** No.

8. Will it be required to pressure wash the exterior sidewalks surrounding the buildings? And if so, how often?

**Response:** Yes. Once per month as needed.

9. Will it be required to use a parking lot sweeper to clean the exterior parking lots?

**Response:** No.

10. Can you provide the approximate number of employees working for each location to be serviced?

**Response:** One (1) employee per facility to cover the service times.

11. Will a lift be needed or permitted to clean the exterior windows?

**Response:** No.

Acknowledgement:

Carmela Diaz  
Name of Signatory

Par:  
Title

03-03-2023  
Date

Carmela Diaz  
Signature

Miami Janitorial Supplies, Inc  
Name of Bidder





**RFP 2023-16**

**Custodial Services for Town Facilities**

**Addendum #2**

**Due Date: 11:00 AM EST, March 7, 2023**

This addendum is incorporated into and made a part of the Request for Proposals ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Clarification:**

1. This addendum is issued, in part, to provide the current contract with Miami Janitorial Supplies, Inc. ("Miami Janitorial"), in which Miami Janitorial's bid packet is attached.
2. A non-mandatory site visit for the Miami Lakes Government Center is hereby scheduled for Friday, February 24, 2023, at 11:00 AM.

**Questions:**

1. Have any disciplinary actions been taken against Miami Janitorial Supplies, Inc. in the time they have been providing services to the Town?

**Response:** No.

**Acknowledgement:**

Carmela R. Diaz  
Name of Signatory  
PRESIDENT  
Title  
03-03-2023  
Date

Carmela Diaz  
Signature  
Miami Janitorial Supplies, Inc  
Name of Bidder

# TAB 3

3

QUALIFICATION OF THE  
PORPOSER  
FORMCRL-P  
FORMCQQ  
TABLE OF ORGANIZATION

## MIAMI JANITORIAL SUPPLIES, INC.

### LETTER OF TRANSMITTAL

At Miami Janitorial Supplies, Inc. our purpose is to improve the quality of life of the facilities we serve. We do this through leadership in providing building service solutions for our customers, to which we bring a unique set of capabilities.

Miami Janitorial Supplies, Inc. is committed to establishing and sustaining operational excellence and striving for continuous improvement in all its dealings with The Town of Miami Lakes, Florida. Our purpose is to create a level of professionalism that offers the nothing less than the highest quality service, reliability, schedule adherence, accident prevention and complete customer satisfaction.

The Miami Janitorial Supplies, Inc. name is a unique asset representing leadership with trust. The excellence in customer service that brought Miami Janitorial Supplies, Inc. to where it is today is what every current and prospective client can expect to receive.

At Miami Janitorial Supplies, Inc. we have over 19 years' experience servicing a variety of industries and their unique operating needs. From commercial and institutional, to high tech and retail, we understand your janitorial requirements.

Ours is a consistent record of experience, innovation, and reliability. We have met exacting standards for cleaning and maintenance in major office buildings, libraries, research & plant facilities, institutional buildings, and branch offices of many companies.

The average building requires many different services and the performance of multiple separate service tasks. When you are up against those kinds of numbers, the old ways are just not good enough.

Miami Janitorial Supplies, Inc. has reviewed RFP NO. 2023-16, having a full understanding of the work to be performed and is ready to meet and exceed all the Janitorial Cleaning Specifications, Miami Janitorial Supplies, Inc. has a "positive commitment" to fulfilling all the requirements of this contract.

Miami Janitorial Supplies, Inc. has extensive experience providing similar services to facilities as requested in this RFP.

We understand the needs and expectations of providing this type of service and are prepared to provide The Town of Miami Lakes Park, Florida with the "quality and quantity" of services requested. We are prepared to give access only to fully trained, insured employees who will wear uniforms and ID's and have completed and passed the required background check.

All Miami Janitorial Supplies, Inc. employees are physically able and qualified to perform the type of work required in the RFP. All employees are trained in the methods and use of materials

CS

## MIAMI JANITORIAL SUPPLIES, INC.

in the performance of their work assignment. Please read our complete **Training Program** of our Executive Summary section of our Bid Proposal Package.

All materials and equipment used are of the best quality and meet and exceed The Town of Miami Lakes highest standards. Samples will be provided as requested as well as a list of all materials and equipment provided in this bid package.

Miami Janitorial Supplies, Inc. doesn't utilize subcontractors or temporary help to perform any work under this RFP.

Ms. Carmela R. Diaz will be the authorized Miami Janitorial Supplies, Inc. representative to make representations for the proposer. Ms. Diaz works out of the Miami, Florida office located at 10651 N.W. 132 Street Unit 103 Hialeah Gardens, Florida 33018 and can be reached at the office telephone number (305) 408-5008.







## Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

19 years

- a. Professional Licenses/Certifications (include name and license #)\* Issuance Date

State of Florida Women & Minority Business Certification 8-4-2017

(\*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: ☐ Individual ☐ Partnership ☒ Corporation ☐ LLC ☐ Other

83-0386137 Other, please describe the type of company:

- a. FEIN/EIN Number:

83-0386137

- b. Dept. of Business Professional Regulation Category (DBPR):

- i. Date Licensed by DBPR:

- ii. License Number:

- c. Date registered to conduct business in the State of Florida:

- i. Date filed:

- ii. Document Number:

- d. Primary Office Location:

- e. What is your primary business?

(This answer should be specific)



## f. Name and Licenses of any prior companies

Name of Company

License Name &amp; No.

Issuance Date

N/A

## 3. Company Ownership

## a. Identify all owners or partners of the company:

Name

Title

% of ownership

Carmela R. Diaz President Owner 100%

b. Is any owner identified above an owner in another company? ☐ Yes ☐ No

If yes, identify the name of the owner, other company names, and % ownership

## c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

| Name            | Title     | Signatory Authority |      |         |       |
|-----------------|-----------|---------------------|------|---------|-------|
|                 |           | All                 | Cost | No-Cost | Other |
| Carmela R. Diaz | President | ✓                   |      |         |       |
|                 |           |                     |      |         |       |
|                 |           |                     |      |         |       |



|  |  |  |  |  |  |
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Explanation for Other: \_\_\_\_\_

4. Employee Information

a. Total No. of Employees:

40

b. Total No. of Managerial/Admin. Employees:

7

c. Number of Trades Personnel and total number per classification:  
(Apprentices must be listed separately for each classification)

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5. Will a Labor Force Company be used to provide any workers? ☐ Yes ☐ No

6. Employer Modification Rating: \_\_\_\_\_

7. Insurance & Bond Information:

a. Insurance Carrier name & address:

All Insurance Services 1548 West 37 Street Hialeah FL 33012

b. Insurance Contact Name, telephone, & e-mail:

Joanna Fernandez 305-822-4472 Fax: 305-556-4354

c. Insurance Experience Modification Rating (EMR): \_\_\_\_\_  
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: None

8. Have any lawsuits been filed against your company in the past 5 years? ☐ Yes ☒ No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.





9. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. ☐ Yes ☒ No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

10. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? ☐ Yes ☒ No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☒ No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

12. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? ☐ Yes ☒ No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? ☐ Yes ☒ No

If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

14. Contract Management Details:

a. Name the Contract Manager ("CM") for this Project: Carmela R Diaz

b. How many years has the CM been with the Company: 19 Years

- c. List all the CM's licenses & certifications:

State of Florida Women's Minority Business Certification  
National Chemical Lab Interactive Trainer  
Safety Service Comp. HAZCOM  
BSCAI Certification Program



- d. List the last five (5) projects the CM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.

Dade Juvenile Detention, Department of Juvenile  
Residential South Regional Detention. \$46,360  
Early Learning Coalition Miami-Dade / Monroe \$40,800  
Kristy House \$7,800 Brynshane Dura \$7,200  
Town of Miami Lakes \$225,780

15. Current and Prior Experience:

a. Current Experience

Provide an attachment to this questionnaire that lists all current projects or contracts, recently awarded, or pending award, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.

b. Prior contracts or projects of a similar size, scope, and complexity:

Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.

Information provided must include the owner's name, address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission. Bidders must use Form CRL for its reference letters.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

By:

Carmela Diaz

Signature of Authorized Officer

Carmela R. Diaz

Printed Name

03-03-2023

Date

# ORGANIZATION CHART

## MIAMI JANITORIAL SUPPLES,INC







### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Miami Janitorial Supplies

Name of Proposer

Solicitation Name: RFP 2023-16 Custodial Services for Town Facilities

The above referenced Proposer has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the Proposer wishes for you to provide a reference as part of its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Client: City of Homestead

Name of Project: Citywide Janitorial Services

Scope of Work: Janitorial Services

Initial Value of Contract: \$ 142,140.00 Is contract still active? ☒ Yes ☐ No

Final Contract Value: \$ 159,196.80

Was Work performed in a timely manner? ☒ Yes ☐ No

Assess the appearance/presentation of the facilities:

☐ Above Expectations ☒ Average ☐ Below Expectations

Assess the quality of Staff Management:

☐ Above Expectations ☒ Average ☐ Below Expectations

Assess the quality of Project Safety Management:

☐ Above Expectations ☒ Average ☐ Below Expectations

Was the Proposer responsive to the Client? ☒ Yes ☐ No

Did the Proposer resolve issues quickly as they arose? ☒ Yes ☐ No

Would you contract with Proposer again in the future? ☒ Yes ☐ No

Comments: (Please provide any information that will assist the Town in its evaluation process)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name: Pedro Reynaldos

Date: 02/13/2023

Signature: [Signature]

Title: Director of Parks & Recreation

Telephone: 305-224-4570

E-mail: preynaldos@cityofhomestead.com

Form CRL-P

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)



### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Miami Janitorial  
Name of Proposer

Solicitation Name: RFP 2023-16 Custodial Services for Town Facilities

The above referenced Proposer has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the Proposer wishes for you to provide a reference as part of its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Client: FL Juvenile Detention South Region office

Name of Project: Cleaning/ Janitorial Service

Scope of Work: Service rendered 3 times a week.

Initial Value of Contract: \$ \_\_\_\_\_ is contract still active? ☒ Yes ☐ No

Final Contract Value: \$ 8,760.00

Was Work performed in a timely manner? ☒ Yes ☐ No

Assess the appearance/presentation of the facilities:

☒ Above Expectations ☐ Average ☐ Below Expectations

Assess the quality of Staff Management:

☒ Above Expectations ☐ Average ☐ Below Expectations

Assess the quality of Project Safety Management:

☒ Above Expectations ☐ Average ☐ Below Expectations

Was the Proposer responsive to the Client? ☒ Yes ☐ No

Did the Proposer resolve issues quickly as they arose? ☒ Yes ☐ No

Would you contract with Proposer again in the future? ☒ Yes ☐ No

Comments: (Please provide any information that will assist the Town in its evaluation process)

We have Working with Miami Janitorial Since 2016, we find  
Their Service to be Professional, the staff reliable and dependable.  
I Highly recommend their Service.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name: Jackie Valdes

Date: 2/14/23 t t

Signature: [Signature]

Title: GOV

Telephone: 305-637-4500 Ext. 119

E-mail: Jacqueline.Valdes@FLJJS-GOV

Form CRL-P

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov



### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for

Miami Janitorial  
S Name of Proposer S

Solicitation Name: RFP 2023-16 Custodial Services for Town Facilities

The above referenced Proposer has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the Proposer wishes for you to provide a reference as part of its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Client: MIAMI DADE JUVENILE DETENTION CENTER

Name of Project: CLEANING / JANITORIAL SERVICE

Scope of Work: SERVICES RENDERED 5 TIMES A WEEK

Initial Value of Contract: \$ \_\_\_\_\_ Is contract still active? ☒ Yes ☐ No

Final Contract Value: \$34,800

Was Work performed in a timely manner? ☒ Yes ☐ No

Assess the appearance/presentation of the facilities:

☒ Above Expectations ☐ Average ☐ Below Expectations

Assess the quality of Staff Management:

☒ Above Expectations ☐ Average ☐ Below Expectations

Assess the quality of Project Safety Management:

☒ Above Expectations ☐ Average ☐ Below Expectations

Was the Proposer responsive to the Client? ☒ Yes ☐ No

Did the Proposer resolve issues quickly as they arose? ☒ Yes ☐ No

Would you contract with Proposer again in the future? ☒ Yes ☐ No

Comments: (Please provide any information that will assist the Town in its evaluation process)

MIAMI JANITORIAL HAS PROVIDED SERVICES TO MIAMI DADE DETENTION CENTER SINCE 2016, SERVING WITH PROFESSIONALISM, PROVIDING QUOTES, COMMUNITIES AND SERVICES ON TIME.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name: YARIMA FERNANDEZ

Date: 2/14/23

Signature: [Signature]

Title: GOC I

Telephone: 305-637-9500 EXT 116

E-mail: YARIMA.FERNANDEZ@MIAMILAKESFL.GOV

Form CRL-P

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)



MIAMI JANITORIAL SUPPLIES, INC

**CURRENT PARTIAL CUSTOMER REFERENCES**

**DADE JUVENILE DETENTION, DEPARTMENT OF JUVENILE RESIDENTIAL AND SOUTH REGIONAL DETENTION**

Services provided from February 20, 2016 to Present

Providing daily janitorial services

3300 N.W. 27th Ave

Miami, FL 33142

Contact: Jackie Valdez, Eva F. Aragon, Operations & Management Consultant/Manager South Region Detention Services

Telephone: (305) 637-4500 Ext: 119

**TOWN OF MIAMI LAKES**

Services provided from April 2013 to Present

Providing complete janitorial services

Contact: Dario Martinez, MBA, FMP, Real Property and Facilities Coordinator

Telephone No: (305) 364-6100 Ext. 1173

**EARLY LEARNING COLITON MIAMI-DADE/MONROE**

Services provided from December 2017 to Present

Providing daily janitorial services

North office – 1515 NW 167 St. Miami Gardens, FL 33169

EH Location – Edison Plaza 6269 NW 7th St. Miami, FL 33150

South Location – 18901 SW 106<sup>th</sup> Ave. Cutler Bay, FL 33157

South Call Centert– 18901 SW 106<sup>th</sup> Ave., Suite A234-235, Cutler Bay, FL 33157

Warehouse – 1819 NW 79<sup>th</sup> Ave. Doral, FL 33126

Contact: Jackeline Oilo

Telephone No: (305) 646-7222

**KRISTY HOUSE**

Services provided from October 2013 to present

Providing daily janitorial services

1275 N.W. 12 Ave

Miami, FL 33136

Contact: Waleska Aguilar

Telephone: (305) 547-6800

**GONBROS GROUP CORP**

Services provided from January 2011 to Present

Providing daily janitorial services

8223 N.W. 66<sup>th</sup> Street

Miami, FL 33166

Contact: Andres Gonzales

Telephone No: (305) 640-0428

29

**BAYSHORE DURA MEDICAL**

Services provided from July 2014 to Present

Providing daily janitorial services

7875 N.W. 148 Street

Miami Lakes, FL 33016

Contact: Sandra Martinez

Telephone: (786) 506-6608

**GAMMA**

Services provided from August 2019 to present

Providing complete janitorial services for the

Administration offices

8280 NW 27 TH STREET

SUITE 506, DORAL

FLORIDA 33122

Contact : Sandra Lopez

Telephone No:(305)-633-2416 Ext:1016

CS



**MIAMI JANITORIAL SUPPLIES, INC.**

**PRIOR REFERENCES**

**CITY OF HOMESTEAD**

Services provided from July 31, 2012 thru June 30, 2013

City Wide, City Hall, Customer Service, Finance, Human Resources

Procurement Contracts, Utilities Dispatch, Power Plan, System Protection

Room, CRA, ITS, Fleet, Park & Recreation, Solid Waste, Waste Water

Treatment Plant, Public Works Dept., Substation in Redland, Lucy, Meminio, Etc.

Contact: Ms. Carol Mc. Patrick

Phone #: 305-224-4622

**STATE OF FLORIDA**

Services provided from June 1, 1999 to May 30, 2004

State Office Building; Division of Management Services

Providing complete janitorial services at the following buildings.

**TALLAHASSEE (15 STATE BUILDING)**

Claude Pepper Bldg., Larson Bldg., Douglas Bldg., Car Bldg.,

Trammel Bldg., Hargett Bldg., Bioxham Bldg., Eccsot Bldg.,

Carlton Bldg., Chapman Bldg., Coleman Bldg., Firestone Bldg.,

Peterson Bldg., Union Bank Bldg., Old Record Center Bldg.,

Superintendent NTS: Calvin Pearce, Captain Ponders, Tyler Gray.

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT OF ENFORCEMENT IN TALLAHASSEE AND MIAMI FL**

**TAMPA**

Peterson and Grizzle Building

Contact: Mr. Robert Morales

**STATE OF FLORIDA FORT LAUDERDALE AND BROWARD**

Services provided from May 24, 2000 to May 30, 2004

Provided complete janitorial services at the State Office

Building. Division of Management Service. Gore Building,

Sony RSC North Broward.

**MIAMI FLORIDA**

Rhode Building Tower A & B

Parking Garages North Tower

South Tower

Opa Locka Building A

Opa Locka Building B



**MIAMI JANITORIAL SUPPLIES, INC.**

**PRIOR REFERENCES**

**CITY OF MIAMI BEACH**

Services provided from 1986 thru 2006

City Wide contract including multiple city buildings

City Hall, Police Station, Scott Rakow Youth Center

555 Bldg., 777 Bldg., Ocean front auditorium, Beach Patrol

South Shore Community Center, Public Works Operation Bldg

Fire Support Services, Park Maintenance Facility, Property Management

Parking Department, Flamingo Park, 21<sup>st</sup> Recreation Centers

Parks and public restrooms, etc.

Contact: Joseph Pinonr/ Assistant City Manager

Phone #: 305-673-9010

**CITY OF HIALEAH & HIALEAH HOUSING AUTHORITY**

Services provided from 2011 thru 2013

Locations: 815 West 75<sup>th</sup> Street Hialeah, FL 33014

60 East 3<sup>rd</sup> Ave Hialeah FL 33014

2504 W 56 Street Hialeah FL 33014

150 East 1<sup>st</sup> Ave Hialeah FL 33014

1650-1655-1675-1675-1680 West 56 Street Hialeah FL 33014

City of Hialeah, City Hall, Police Department, Fire

Department, JFK Library, Public Works Department

Park & Recreation Construction Building, Sub Stations, Libraries

Housing and Villa Aida.

Contact: Esther Menendez / Purchasing Director

Phoner#: 305-827-5103

Mike Flores Esther Menendez

Phoner#: 305-388-2303

**MONROE COUNTY**

Services from May 31, 2011 to May 31, 2014

Public Work Division, Facilities Management Department

Public Library at: Key Largo, Isla Morada, Marathon & Big Pine

Marathon Courthouse.

Contact: Alice Steryou / Facility Manager

Phone #: 305-292-4549

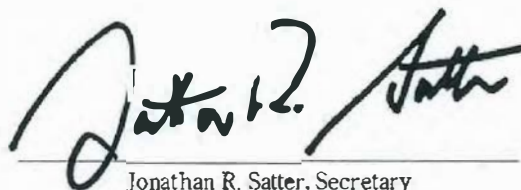
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# State of Florida

## Woman & Minority Business Certification

Miami Janitorial Supplies, Inc

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
07/09/2021 to 07/09/2023



Jonathan R. Satter, Secretary  
Florida Department of Management Services



Office of Supplier Diversity  
4050 Esplanade Way, Suite 380  
Tallahassee, FL 32399  
850.487-0915  
[www.dms.myflorida.com/osd](http://www.dms.myflorida.com/osd)

# CITY OF HIALEAH GARDENS

10001 NW 87 Ave – Hialeah Gardens, Florida 33016

## BUSINESS TAX RECEIPT

**Business Name:**

MIAMI JANITORIAL SUPPLIES, INC  
10651 NW 132 ST #103  
Hialeah Gardens FL 33016

**Date:** 09/07/2022

**Issued to:**

MIAMI JANITORIAL SUPPLIES,  
10651 NW 132 ST 103  
HIALEAH FL 33018

**Business Type:** GENERAL OFFICE AND STORAGE

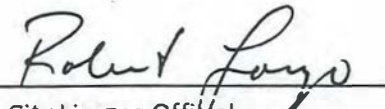
**LICENSE NO.:** BL19053

**TOTAL FEES PAID:** \$287.50

**Delinquency Fee:** A 10 percent delinquent fee will be imposed if not renewed by October 1 and an additional 5 percent fee is charged for each month thereafter with total fee not to exceed 25 percent.

**Notes:**

GENERAL OFFICE & STORAGE: NO OUTSIDE STORGAE OR JUNK YARD, NO HAZARDOUS MATERIALS OR CHEMICALS, NO VEHICLES FOR SALES, NO PAINTING OF ANY KIND, NO MECHANICAL REPAIRS, ALL WORK SHALL BE DONE INSIDE BUILDING.

  
City License Official

**LICENSE EXPIRATION**  
SEPT. 30 - 2023

**LICENSE MUST BE EXHIBITED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS**

006561

**Local Business Tax Receipt**  
Miami-Dade County, State of Florida  
-THIS IS NOT A BILL -DO NOT PAY

7281309

**BUSINESS NAME/LOCATION**  
MIAMI JANITORIAL SUPPLIES INC  
10651 NW 132ND ST STE 103  
HIALEAH GARDENS FL 33018-1450

**RECEIPT NO.**  
RENEWAL  
7569556



**EXPIRES**  
**SEPTEMBER 30, 2023**

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

**OWNER**  
MIAMI JANITORIAL SUPPLIES INC  
C/O DIAZ CARMEIA R PRES

**SEC. TYPE OF BUSINESS**  
213 SERVICE BUSINESS

**PAYMENT RECEIVED**  
**BY TAX COLLECTOR**  
\$45.00 09/15/2022  
CHECK 21-22-068764

Employee(s) 5

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

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

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)



**2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P03000090438

**Entity Name:** MIAMI JANITORIAL SUPPLIES, INC.

**Current Principal Place of Business:**

10651 NW 132 ST  
UNIT 103  
HIALEAH GARDENS, FL 33018

**Current Mailing Address:**

10651 NW 132 ST  
UNIT 103  
HIALEAH GARDENS, FL 33018 US

**FEI Number:** 83-0386237

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

DIAZ, CARMELA R  
10651 NW 132 ST  
UNIT 103  
HIALEAH GARDENS, FL 33018 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** CARMELA R DIAZ

04/07/2022

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title DPT  
Name DIAZ, CARMELA R  
Address 10651 NW 132 ST  
UNIT 103  
City-State-Zip: HIALEAH GARDENS FL 33018

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** CARMELA DIAZ

DPT

04/07/2022

Electronic Signature of Signing Officer/Director Detail

Date

# *State of Florida*

## *Department of State*

I certify from the records of this office that MIAMI JANITORIAL SUPPLIES, INC. is a corporation organized under the laws of the State of Florida, filed on August 18, 2003.

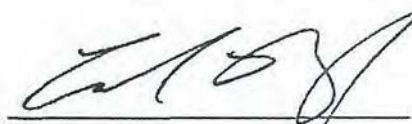
The document number of this corporation is P03000090438.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 7, 2022, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-ninth day of  
September, 2022*



  
Secretary of State

Tracking Number: 9914840929CU

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

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

# TAB 4



4

QUALIFICATIONS OF KEY  
STAFF

FORM KS

FORMCRL-PM

FORM CRL-SS

## MIAMI JANITORIAL SUPPLIES, INC.

### EXECUTIVE SUMMARY

Miami Janitorial Supplies, Inc. Began with the philosophy, **“Make our company different and better.”** Our first rule was to set the highest standards in the building services industry. Our second rule was to provide motivated, professionally trained and expertly supervised personnel. Our goal has always been to grow in a slow and controlled fashion, keeping the customers need first.

Our company was founded on August 18, 2003, and today maintains thousands of square feet, providing excellent janitorial services to government and private clients. Our guiding principle is to gain customer loyalty through dedicated service together with successful problem solving to ensure continuous quality to private and governmental facilities. Miami has over 19 years of proven experience and a remarkable rate of customer retention speaks to our success.

Miami Janitorial has reviewed **JANITORIAL SERVICES – FOR THE TOWN OF MIAMI LAKES** is prepared to meet and exceed all the requirement of this **RFP NO. 2023-16**. Miami is prepared to provide our management team, supported by corporate management, resources and regular oversight that will provide high standards of cleanliness through the development and execution of an approved and effective janitorial service program.

Miami Janitorial is prepared to provide the TOWN OF MIAMI LAKES with a **“clean and safe physical environment”** as well as the **“protection of its physical property”** at its facility. We can provide the TOWN OF MIAMI LAKES, with **“continuity of operations”** by responding in a timely manner to any emergency and are prepared to pay its employees the established state and federal wage.

Miami Janitorial Supplies, Inc.’s corporate philosophy focuses on providing its service in a cost efficient, professional way, providing quality service at the best competitive price for The Town of Miami Lakes.

We are a Drug Free Workplace and Equal Opportunity Employer, providing contract service in building maintenance for Commercial & Government Facilities. The top quality and first-class image which has become the hallmark of our organization is the foundation of our company. **Our goal is to provide service for this RFP NO. 2023-16.**

Miami Janitorial has extensive **Experience** providing similar services to facilities much like those requested in this **RFP NO.2023-16**, including service to facilities that require service 7 days per week. Miami Janitorial currently provides services to City of Homestead 22 (locations) Dade Juvenile Detention Center, South Regional Detention, Department of Juvenile Residential, Bayshore Dura Medical and Early Learning Coalition.

## MIAMI JANITORIAL SUPPLIES, INC.

Miami Janitorial Supplies, Inc. **Organizational Structure** is one that has a proven track record. At Miami, Authority is delegated from our corporate office, through its management personnel, supervisor and hired on-site personnel. "Authority is the right to act decides command" and "Authority is delegated in order to fulfill responsibilities". Authority is of the utmost importance to assure the Town of Miami Lakes.

Miami Janitorial has reached the highest standard of quality through the management personnel it has hired over the years, and continually searches for the best qualified personnel. With this vast knowledge and experience we can handle any situation.

Our management staff will develop and implement a work plan to assure that all aspects of this proposal are met daily. The managers and supervisors will be responsible for assuring that this plan is followed by the custodians and the Town of Miami Lakes is satisfied with our performance.

At the start up of the account, Miami Janitorial management will be on site to assure a smooth transition and meet with all appropriate management staff.

We at Miami Janitorial consistently seek ways to improve our performance. We offer clients the resources of a highly motivated staff of professional. We pride ourselves on our ability to quickly respond to problems at any hour of the day or night.

Miami Janitorial offers its staff the most advanced **Training** on the use of all the necessary equipment, green chemicals and supplies as well as efficient techniques to help save time and money. These comprehensive training programs enable our employees to provide cleaning services to a wide variety of industries.

Miami Janitorial keeps abreast of current industry safety requirements. With these safety programs in place you can trust Miami Janitorial to safely clean your facilities.

Miami Janitorial will employ only **Qualified Personnel** that are trained and skilled in the performance of the work specified in this **RFP NO 2023-16** to ensure successful completion of all required services. We will have appropriate "technical health and safety training as required by any and all local state and federal regulation." Included in this package you will find a copy of the **Resumes** for our Contract Manager and Project Manager.

We will have an employee replacement program in effect from the first day of the contract to assure continuity of operations. We will also have an adequate back up force and supervisory staff to be able to assist the facility immediately in case of a flood, fire, and natural or manmade disaster, as well as any other emergency.

Miami Janitorial will initiate, maintain, and supervise a **Safety** program, to assure the safety of all workers, staff, and patrons. Proper safety equipment and apparel will be used as needed. Our personnel are trained to be safety conscious and we all know the importance of complying with OSHA and other agencies regulations. We stress the importance of how to use in a safety way



## **UNDERSTANDING THE TECHNICAL SPECIFICATIONS & AND SERVICE PROPOSAL**

Miami Janitorial Supplies, Inc. has developed a Transition Plan, which is part of the overall Project Management plan that is the process of moving (transition) from the development phase into the operations phase. The purpose of this plan is to outline the tasks and activities required to efficiently move (i.e. transition) from one phase to another.

The transition plan is used to describe the products to be delivered, major activities, products, milestones, resources, and schedules.

It is our goal to “bring about a smooth transition of work from the present contractor”. To accomplish this, we have created a Transition Plan that will assure a smooth transition.

### **INTRODUCTION**

As part of our first phase, the Development Phase, Miami begins to understand the purpose of the RFP NO 2023.-16, addendums and other appropriate documents are read and reviewed to evaluate the needs of the RFP NO. 2023-16.

Once the information has been processed Miami can begin to put together the Objectives necessary to perform the required services to be provided under this RFP NO. 2023-16 and the Scope of Services. Various lists are then created to better understand the needs of the project. A time line is established to assure that Miami can meet the needs of the Town of Miami Lakes.

After said conference and site visit Miami will then begin to prepare a written document to be presented at the time of the bid opening.

### **STRATEGIES**

At this time Miami identifies a Strategy on how is going to approach its response to the RFP NO.2023-16. To respond to this RFP NO.2023-16. Miami will attend a pre-bid conference and the site visits allowed familiarizing themselves with the areas requiring service as well as the expectations from the Miami Lakes Town.

After said conference and site visit Miami will then begin to prepare a written documentation to be presented at the time of the Bid opening.

## EMPLOYEE TRANSITION

In the event that, Miami Janitorial would be awarded this RFP NO. 2023-16 Miami is prepared to immediately interview and hire any employee working with the current contractor that is available and willing to continue working under our management if recommended by the Town of Miami Lakes.

Once interviewed by Miami if they are eligible to be hired, we will begin our Human Resource process of completing an employee application and going through the necessary background checks.

Once all background screening is conducted Miami will implement its own specialized training program as well as new hire or re-hire orientation. Site tours will then follow to assure that all employees, supervisors, and managers are aware of their area of responsibility.

Wherever keys are involved, Miami Janitorial will implement a **Key Control Program**. All keys will be assigned a number and issued to an employee. A roster will be created to account for all keys and a key control box will be placed in the area office, where a manager will be assigned the responsibility of keeping control of the keys.

Dispenser keys will also be distributed to employees having the responsibility of re-stocking paper and soap supplies. If additional keys are required, they will be ordered to the manufacturer to assure that all employees have their own set.

## PLANNING AND CONTROL

Miami Janitorial will then begin to assemble the resources it will need to accomplish the smooth transition desired.

We will estimate the staffing the needs and time necessary to provide the services as required in the RFP NO.2023-16. The cost of providing this labor will be calculated. A schedule of work will be created to include employees, hours of work, and services to be provided.

We must also estimate the **supplies, equipment and materials** that will be needed to perform the services as required in the RFP NO. 2023-16. An exact amount of each item will be calculated, and the prices will be shopped with our supplies vendor. Miami Janitorial will settle with a price that provides us with the best piece of equipment at the most reasonable cost. We always take into consideration the maintenance program provided by the vendors to assure that equipment is always in top condition.

It is essential that all employees assigned to a work area have the proper equipment and supplies. In addition, they will be properly trained on how to use the supplies, equipment, materials and chemicals. Therefore, we take great care in calculating these items when preparing our response.



### Proposer's Team & Key Staff Key Staff Table

1. Proposer shall complete the following chart with its proposed Key Staff. If additional space is required, use a duplicate page and attach to this form.

| Name             | Job Title        | Years of Experience | Years with Proposer | Licenses & Certifications<br>(Provide License #)                 |
|------------------|------------------|---------------------|---------------------|------------------------------------------------------------------|
| Carmela R. Diaz  | Contract Manager | 27                  | 19                  | Domestic & Minority Business Bachelor in business administration |
| Yosvany Carmona  | Site Supervisor  | 10                  | 5                   | Building Service Exchange Sanitary Contractor                    |
| Juan Zaldivar    | Quality Control  | 17                  | 5                   | Full International Trading Auditor (Cargo)                       |
| Yustan Rodriguez | Supervisor       | 7                   | 7                   | Hazcom Certificate - Professor evening Supervisor                |
| Julio Rocha      | Floor Works      | 10                  | 5                   | Safety Service Hazcom Project - Contractor - Unithorial          |
| Yanetsis Iola    | Administrative   | 15                  | 5                   | Business - Commercial Safety Service Hazcom                      |
| John Mena        | IT Director      | 22                  | 7                   | Manager - IT Director                                            |
|                  |                  |                     |                     |                                                                  |
|                  |                  |                     |                     |                                                                  |
|                  |                  |                     |                     |                                                                  |
|                  |                  |                     |                     |                                                                  |
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|                  |                  |                     |                     |                                                                  |
|                  |                  |                     |                     |                                                                  |
|                  |                  |                     |                     |                                                                  |
|                  |                  |                     |                     |                                                                  |





2. In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town.

We will have an employee replacement program in effect from the first day of the contract to assure continuity of the daily operations. Our company will also provide an adequate back up force and supervisory staff to be able to assist any of the facilities that would need immediate assistance due to an emergency of any flood fire or man-made disaster, as well as any other emergency. We have developed a transition plan which is part of the overall project management plan.

3. As attachments to this Form, Proposer must submit one-page resumés with three client reference letters each for the Contract Manager and Site Supervisor.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By:

*Carmela Diaz*

Signature of Authorized Officer

*Carmela R. Diaz*

Printed Name

*03-03-2023*

Date



## CLIENT REFERENCE LETTER

To Whom it May Concern,

Subject: Reference Letter for Miami Janitorial <sup>Name of Proposer</sup>'s Contract Manager

Solicitation Name: RFP 2023-16 Custodial Services for Town Facilities

The above referenced Proposer has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the Proposer wishes for you to provide a reference as part of its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Client: BayShore Dura MedicalName of Project: Weekly CleaningScope of Work: Having facility cleaned.Initial Value of Contract: \$ 47,200 Is contract still active? ☒ Yes ☐ NoFinal Contract Value: \$           Was Work performed in a timely manner? ☒ Yes ☐ NoWas Work performed to acceptable quality standards? ☒ Yes ☐ No

Assess the quality of Staff Management:

☒ Above Expectations ☐ Average ☐ Below Expectations

Assess the quality of Project Safety Management:

☒ Above Expectations ☐ Average ☐ Below ExpectationsWas the Contract Manager responsive to the Owner? ☒ Yes ☐ NoDid the Contract Manager resolve issues quickly as they arose? ☒ Yes ☐ NoWould you work with the Contract Manager again in the future? ☒ Yes ☐ No

Comments: (Please provide any information that will assist the Town in its evaluation process)

The team/s that have worked throughout the years have been very courteous, respectful,  
honest, kept safety in mind with our employees and completed the tasks well

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name: Lourdes MendiaDate: 02/23/2023Signature: [Signature]Title: AdministratorTelephone: 305-821-1202E-mail: lmendia@bayshoreduramedical.com

Form CRL-PM

6601 Main Street • Miami Lakes, Florida, 33014  
 Office: (305) 364-6100 • Fax: (305) 558-8511  
 Website: www.miamilakes.fl.gov





### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for IRENE PUENTE 's Contract Manager  
Name of Proposer

Solicitation Name: RFP 2023-16 Custodial Services for Town Facilities

The above referenced Proposer has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the Proposer wishes for you to provide a reference as part of its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Client: t XCLUSIVE ADULT CARE

Name of Project: CLEANING SERVICE

Scope of Work: FACILITY CLEANING

Initial Value of Contract: \$ 360.00 Is contract still active? ☒ Yes ☐ No

Final Contract Value: \$ 280.00

Was Work performed in a timely manner? ☒ Yes ☐ No

Was Work performed to acceptable quality standards? ☒ Yes ☐ No

Assess the quality of Staff Management:

☒ Above Expectations ☐ Average ☐ Below Expectations

Assess the quality of Project Safety Management:

☐ Above Expectations ☒ Average ☐ Below Expectations

Was the Contract Manager responsive to the Owner? ☒ Yes ☐ No

Did the Contract Manager resolve issues quickly as they arose? ☒ Yes ☐ No

Would you work with the Contract Manager again in the future? ☒ Yes ☐ No

Comments: (Please provide any information that will assist the Town in its evaluation process)

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name: IRENE PUENTE Date: 3-3-2023

Signature: [Signature] Title: MANAGER

Telephone: 786-302-1492 E-mail: xclusiveseniorcenter.com

Form CRL-PM

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov



### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Juston Rodriguez's Site Supervisor  
Name of Proposer

Solicitation Name: RFP 2023-16 Custodial Services for Town Facilities

The above referenced Proposer has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the Proposer wishes for you to provide a reference as part of its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Client: MIAMI LAKES, ROYAL OAK

Name of Project: SPECIAL EVENTS

Scope of Work: SET UP EVENTS

Initial Value of Contract: \$ 5,040.00 Is contract still active? ☒ Yes ☐ No

Final Contract Value: \$ \_\_\_\_\_

Was Work performed in a timely manner? ☒ Yes ☐ No

Was Work performed to acceptable quality standards? ☒ Yes ☐ No

Assess the quality of Staff Management:

☒ Above Expectations ☐ Average ☐ Below Expectations

Assess the quality of Project Safety Management:

☐ Above Expectations ☒ Average ☐ Below Expectations

Was the Site Supervisor responsive to the Owner? ☒ Yes ☐ No

Did the Site Supervisor resolve issues quickly as they arose? ☒ Yes ☐ No

Would you work with the Site Supervisor again in the future? ☒ Yes ☐ No

Comments: (Please provide any information that will assist the Town in its evaluation process)

MR. JUSTON RODRIGUEZ ALSO SUPERVISE  
MARY COLLINS/VETERANS PARK

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name: CARNEA DIAZ

Date: 2/22/2023

Signature: Carmela Diaz

Title: PROJECT MANAGER

Telephone: 786-715-6911

E-mail: miamijanitorial@yahoo.com

Form CRL-SS

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)



### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Lrene Chico 's Site Supervisor  
Name of Proposer

Solicitation Name: RFP 2023-16 Custodial Services for Town Facilities

The above referenced Proposer has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the Proposer wishes for you to provide a reference as part of its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent to:

Name of Client: Miami Lakes Mary Collins

Name of Project: CCC - Community Center

Scope of Work: Disability Insurance Plan

Initial Value of Contract: \$ 3,990 Is contract still active? ☒ Yes ☐ No

Final Contract Value: \$ \_\_\_\_\_

Was Work performed in a timely manner? ☐ Yes ☐ No

Was Work performed to acceptable quality standards? ☐ Yes ☐ No

Assess the quality of Staff Management:

☒ Above Expectations ☐ Average ☐ Below Expectations

Assess the quality of Project Safety Management:

☐ Above Expectations ☒ Average ☐ Below Expectations

Was the Site Supervisor responsive to the Owner? ☒ Yes ☐ No

Did the Site Supervisor resolve issues quickly as they arose? ☒ Yes ☐ No

Would you work with the Site Supervisor again in the future? ☒ Yes ☐ No

Comments: (Please provide any information that will assist the Town in its evaluation process)

Mr. Chico performing an excellent quality of service. Very Responsive and Responsible Worker.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name: Yhorraquis Carmone

Date: 2/22/23

Signature: [Signature]

Title: Project Manager

Telephone: 386 319 2924

E-mail: carmonayanny@gmail.com

Form CRL-SS





### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Yunely Perdomo's Site Supervisor  
Name of Proposer

Solicitation Name: RFP 2023-16 Custodial Services for Town Facilities

The above referenced Proposer has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the Proposer wishes for you to provide a reference as part of its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Client: City of Homestead

Name of Project: EVENTS SET UP

Scope of Work: MEETINGS

Initial Value of Contract: \$ 11,320.00 Is contract still active? ☒ Yes ☐ No

Final Contract Value: \$ 13,140.00

Was Work performed in a timely manner? ☒ Yes ☐ No

Was Work performed to acceptable quality standards? ☒ Yes ☐ No

Assess the quality of Staff Management:

☒ Above Expectations ☐ Average ☐ Below Expectations

Assess the quality of Project Safety Management:

☐ Above Expectations ☒ Average ☐ Below Expectations

Was the Site Supervisor responsive to the Owner? ☒ Yes ☐ No

Did the Site Supervisor resolve issues quickly as they arose? ☒ Yes ☐ No

Would you work with the Site Supervisor again in the future? ☒ Yes ☐ No

Comments: (Please provide any information that will assist the Town in its evaluation process)

Mrs Perdomo is a very efficient and responsible employ.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name: Julio Rocha

Date: 2/22/23

Signature: [Signature]

Title: Project manager

Telephone: 305 295 7501

E-mail: elpi1075@yahoo.com

Form CRL-SS

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

## **MIAMI JANITORIAL SUPPLIES, INC.**

Carmela R. Diaz  
8635 N.W 8th Street Apt # 406 Miami, Florida 33126  
786-715-6911

Profile: Vast experience in supervising large number of employees.  
Serves as an instructor for training personnel

Education: Graduated from University of Trujillo, Peru  
Bachelor in Business Administration.

### **RELEVANT EXPERIENCE & ACCOMPLISHMENTS**

- Responsible for the supervision, hiring, training and safety of employees.
- 22 Years experience in Janitorial supervision
- Held position as Quality Control Officer, and Assistant Instructor on
- Safety Procedures and Control of Supplies.
- Extensive knowledge of janitorial procedures and practices
- Hard working, able to multi-task effectively
- Knowledgeable in cleaning methods
- Established the evaluation standards to measure training progress.
- Liaison to corporate office.
- Able to read, write and speak English and Spanish
- Management/Supervision
- Supervising numerous employees; monitoring their productivity and Evaluating performance and work quality.
- Project Manager at North Dade Police Department, Norhside Station, Carol City Station and Kendall Station.
- Project Manager at Juvenile Justice Annex and Coral Gables Courthouse.
- City of Miami Beach Regional Library and JFK Regional Library in Hialeah, Florida.

### **PROFESSIONAL EXPERIENCE**

- Oversee all daily activities
- Communicate and interact with customer
- Hire and train employees
- Prepare weekly schedules
- Monitor and evaluate performance
- Oversee project works to include carpet and floor cleaning

### **EMPLOYMENT:**

Miami Janitorial Supplies, Inc. 9100 N.W. 119 Street Unit 1 Hialeah Gardens, Fl 33018  
2003- Present

Bes't Maintenance & Janitorial Services, Inc 3290 NW 29 ST Miami, Fl 33128.  
1985-2003

## YANETSIS SOSA

Achieve company goals using organizational and customer service skills. Ability to maintain and strengthen business relationships with clients, staff meetings and training. Outstanding verbal and written communications skills Pleasant personality, hardworking and dedicated to employee satisfaction.

Education: Miami Dade community College -- Business Administration.

### Employment History

#### **Miami Janitorial Supplies, Inc.**

9100 NW 119 Street Sult 1  
Hialeah, FL 33018  
2016 to President

##### **Administrative Manager:**

Oversee daily business activities. Organizes and supervises sales force. Prepare and distribute payroll. Prepare daily, weekly and monthly reports. Communicate and interact with customer. Supervising numerous employees; monitoring their productivity and evaluating performance and work quality. Manages overall business operations.

#### **Bayshore Dura Medical**

7835 NW 148<sup>th</sup> St  
Miami Lakes, FL 33016  
2013 to 2015

##### **Intake Coordinator:**

**Daily Operations** -- Communicate with Veterans Affairs and handled the processing of the orders, purchase orders & contacted patients prior to delivery as well as dispatched drivers in the area. **Billing:** provided & confirmed all orders & proof of delivery to ensure all data was correctly entered in the FASTRACK system. Coordinated VA travel arrangements & payments. Worked diligently on the open orders to assist in the finalization of the monthly's billing for timely completion on the month's end billing & trouble shooted wherever was needed.

#### **Miami Janitorial Supplies, Inc.**

6900 N.W. 37<sup>TH</sup> AVE  
Miami, FL 33018  
2007to 2013

##### **Administrative Manager:**

Organizes and supervises sales force. Prepare and distribute payroll. Prepare daily, weekly and monthly reports. Staff meeting and training. Communicate and interact with customer. Supervising numerous employees; monitoring their productivity and evaluating performance and work quality. Manages overall business operations.

7935 West 30<sup>th</sup> Court Apt 205 Hialeah Gardens, FL 33018

Tel: 786-479-2742 Email: yanetsissosa@yahoo.com



**John Mena**  
8306 Mills Drive Suite 200 Miami Florida 33183  
Tel: 305-600-9656 Email: jmena@email.com

**Summary:**

- **VMware/Network Consultant** with over 18 plus years IT experience network security including **migration/installation/deployment** and implementation of **Windows 10, Windows Server 2016**, and VMware systems for government and financial firms.
- Experienced in upgrading and migrating VMs from 3.5 to 4.0 and from 4.0 to 4.1 with VM tools.
- Experienced in managing virtual environment from Virtual Center over 500 servers.
- Install ESX Host Version 3.5 with VC2.5 along with ESX security patches.
- Experienced in using Virtual Center features such as VMware DRS, VMware HA and VMotion to build.
- Install new features on ESX Server, which includes VMFS3 a new file system and VM3 a new virtual.
- Experience includes server builds and **migrations** of Windows, **MS Exchange 2003/2007** and Share Point 3.0, projects included 100 plus servers, 3000 users across remote locations.
- Installed Windows Server 2016 Cisco USC B series, Intel MFSYS25, HP Enterprise HPE Integrity
- Installed **Windows Server 2008 R2 2012** on Blade Server's series 3850, managed Citrix Server, created accounts and log off users. Migrated DFS from **Windows** to Net Apps Box.

**Technical Skills:**

VMware ESX, Virtual Center, Enterprise Storage (SAN), Citrix, SMS, WSUS, MOM, What's up Gold, Hyper-V-Manger, Group Policy, Clustering in Windows, TCP/IP, DNS, DHCP, IPX, Familiar with ARP, BGP, IPV6, IPV4, Wintel, **MS Exchange Server (2003/2007/2010/2013)**, Net Apps, Administration of all Windows Operating Systems,



**John Mena**

8306 Mills Drive Suite 200 Miami Florida 33183

Tel: 305-600-9656 Email: jmena@email.com

**Active Directory Domain Services, SharePoint 3.0, .Net Framework Design and Build  
19 Zeon Servers and 17 workstations**

**PROFESSIONAL EXPERIENCE**



- Supervise and run local area network and wide area for our integrated network, responsible for managing of all IT related including Microsoft Windows Server 2016, Windows 10 workstations and Cisco routers, Migration from an existing Server 2008R2 to Server 2016.
- Build Servers and workstations
- Implement Security both in hardware Cisco ASA 5505 and node security software.
- Cloud Computing and skills within Wintel Architecture and Windows 2003/2008 Platform.
- Migrated users and mail boxes using Quest tool.
- Migrated Server's using Quest Tool's.
- Migrated and update all computers.
- Involved in setting up the exchange migration from 2010 to 2013.
- Migrated Active Directory from 2003 to 2008R2 server.
- Migrated multi domain controller using ADMT tool.
- Configure Exchange 2013 on windows 2012
- Migrated User mail boxes from exchange 2010 to 2013 using quest tool.
- Installed ESX Host Version 3.5 with VC2.5. Along with ESX security patches.
- Used Virtual Center features such as VMware DRS, VMware HA and VMotion to build.

**John Mena**

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- Migrated and managed virtual servers.
- Installed and configured 4.0 VSphere.
- Upgraded and migrated VMs from 3.5 to 4.0 and from 4.0 to 4.1 with VM tools.
- Installed and configure Lab Manger on 4.1 servers.
- Installed and configured VM View VDI on virtual machines.
- Migrated physical to virtual environment of Windows servers.
- Installed new features on ESX Server, which includes VMFS3 a new file system and VM3 a new virtual.
- Machined format, updated VMware tools on ESX Server, New V1 client installation, downloadable from changed Web interface.
- Migrated and managed virtual **servers**.
- Installed and configured virtual Windows 2012 and 2016 Server.
- Manage complete IT department



- As part of the centralized Network datacenter migration team for a very large service provider network, responsible for managing several datacenter sites Microsoft Windows Server Farms and Cisco routers, Migration from an existing Active Directory forest environment AD 2003 Server to 2008R2
- Cloud Computing and skills within Wintel Architecture and Windows 2003/2008 Platform.
- **Migrated 20,000** user and mail boxes using **Quest tool**.
- **Migrated 3,000** Server's using **Quest Tool's**.

**John Mena**  
8306 Mills Drive Suite 200 Miami Florida 33183  
Tel: 305-600-9656 Email: jmena@email.com

- **Migrated 20,000 computers.**
- **Involved in setting up the exchange migration from 2003 to 2010.**
- **Migrated Active Directory from 2003 to 2008R2 server.**
- Migrated multi domain controller using ADMT tool.
- Configure Exchange 2010 on windows 2008 R2.
- Migrated User mail boxes from exchange 2003 to 2010 using quest tool.
- Migrated 15000 computer's..
- Installed ESX Host Version 3.5 with VC2.5. Along with ESX security patches.
- Used Virtual Center features such as VMware DRS, VMware HA and VMotion to build.
- Migrated and managed virtual servers.
- Installed and configured 4.0 VSphere.
- Upgraded and migrated VMs from 3.5 to 4.0 and from 4.0 to 4.1 with VM tools.
- Installed and configure Lab Manger on 4.1 servers.
- Installed and configured VM View VDi on virtual machines.
- Migrated physical to virtual environment of Windows servers.
- Installed new features on ESX Server, which includes VMFS3 a new file system and VM3 a new virtual.
- Machined format, updated VMware tools on ESX Server, New V1 client installation, downloadable from changed Web interface.
- Migrated and managed virtual **servers.**
- Installed and configured virtual **Windows 2003 and 2008 Server.**
- **Migrated Exchange Virtual Server 2003 to 2010** direct using all Microsoft tools.
- **Built Windows 2003 and 2008 Server** and deployed on client sites.

**John Mena**  
8306 Mills Drive Suite 200 Miami Florida 33183  
Tel: 305-600-9656 Email: jmena@email.com

#### **Migrating Exchange 2003 to 2007.**

- **Migrated user using Power shell script.**
- Migrating distributing list using ADMT tool.
- Created trust between 2 forests.
- Installed **Windows Server 2003** on Blade servers
- Installing ADMT
- Configuring domains for SID history migration
- Configure the target domain OU structure
- Interview clients for Dial-Plan.
- Configure Core 6509 switches, 45XX distribution Cisco 3750G for data and VOIP network.
- Configure EIGRP on the Core network.
- Configured DHCP snooping feature.

- Installed **Windows 2003 Server** on Proliant Server.
- Involved in Active Directory design, implementation and administration.
- Administered **Exchange Server 2003.**
- Created user in **Exchange Server** and mail boxes.
- Monitored all NT servers.

**John Mena**

8306 Mills Drive Suite 200 Miami Florida 33183

Tel: 305-600-9656 Email: jmena@email.com

- Installed DHCP and DNS through **Active Directory**.
- Created OU in container using VBS scripts.
- Created users accounts using VBS Scripts
- Installed **Windows 2003 Server** on Proliant Server. Supported more than 3000 users, 100 plus servers and multiple remote locations in the US.
- Worked on **Active Directory Administrator Exchange Server 2003**.
- Created user in **Exchange Server** and mail boxes.
- Monitored all NT servers.
- Installed DHCP and DNS through **Active Directory**.



# **YHOSVANIS CARMONA**

18149 SW 148 AVE ROAD  
MIAMI, FL 33187

Carmonavanny@gmail.com

786-319-2924

## **EXPERIENCE**

### **BACHELOR IN BUSINESS ADMINISTRATION**

- ❖ Involved in initial promotion of clients to help business grow.
- ❖ Improve company's image with suppliers, financial institution, and government agencies.
- ❖ Problem solving abilities in dealing with company supplier in face-to-face basis.
- ❖ Directly responsible for success in maintaining favorable financial ratios that have led to a positive review by credit review agencies.
- ❖ Have overseen working capital to keep positive cash flow.
- ❖ Directly involved in implementing financial planning in continual growth of company.
- ❖ Helped in preparing training practices of company for direct labor force.
- ❖ Have helped in preparing policies and procedures manual and interviewing of potential employees.

### **OCCUPATIONAL MASSAGE THERAPIST, THE PRAXIS INSTITUTE**

- ❖ Collaborating with clients on stress and pain to create a treatment plan.
- ❖ Assisting doctors and/or chiropractors in a patient's physical therapy or recovery for injury.
- ❖ Fill Notes of Daily Progress, properly document all treatments.
- ❖ Exercising sensitivity to a client's medical history and injuries while using massage to relieve pain and tension.
- ❖ Maintaining treatment records.
- ❖ Recognizing health issues that need a referral to another healthcare provider.

## **EDUCATION / SPECIAL TRAINING/CERTIFICATION**

**CUBA INSTITUTE / PRODUCER / REPORTER / EDITOR / ACTOR / SINGER**

**RADIO AND TV DIRECTOR**

**OCCUPATIONAL LICENSED MASSAGE THERAPIST**

**REAL ESTATE LICENSE – COMMERCIAL AND INDUSTRIAL**

# Yuston Rodriguez

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7967 N.W 188 ST  
Hialeah fl, 33015  
(786) 223-6465

## **PROFILE:**

Supervisor for the Town of Miami Lakes

## **RELEVANT EXPERIENCE & ACCOMPLISHMENTS**

- Supervising numerous employees.
- Monitoring their productivity and evaluating work performance quality.
- 5 years of experience in the Janitorial Services field.
- Safety procedures and control services.

## **PROFESSIONAL EXPERIENCE**

- Oversee all daily activities
- Monitor and evaluate performance
- Oversee project works to include carpet and floor cleaning

## **EMPLOYMENT**

Miami Janitorial Supplies INC  
10651 N.W 132ST. UNIT 103  
Hialeah Garden, Fl 33018  
2014 -Present

Coreslab Structure  
10501 N.W 121 Way  
Medley, Fl 33178  
2010 -2015



JUAN A. ZALDIVAR

1811 JEFFERSON ST. APT. 403

HOLLYWOOD, FLORIDA. 33020

Cell. (786) 302 – 7197

**EDUCATION**

INSPECTIONS SEMINAR ON BIVAC NORTH AMERICA INC – BUREAU VERITAS – MIAMI, FLORIDA, AUGUST 2001

BACHELOR IN SCIENCE IN CHEMICAL, ENGINEERING; UNIVERSIDAD NACIONAL MAYOR DE SAN MARCOS, LIMA, PERÚ, 1987.

FOREIGN LANGUAGE: SPANISH

FURTHER COURSES: PROFICIENSE IN INTERNATIONAL TRADE; UNIVERSITY OF MIAMI,

SCHOOL OF CONTINUING STUDIES, MIAMI, FLORIDA, 1995.

TEXTIL QUIALITY CONTROL TECHNICIAN; LIMA, PERÚ, 1985.

TEXTILE TECHNICIAN; TEXTIL AMAZONAS FACTORY, 1984.

QUALITY CONTROL RESEARCH; LIMA, PERÚ, 1983.

SALES TRAINEE; LIMA, PERÚ, 1982.

**EXPERIENCE**

EXPORT INSPECTOR

**INTERTEK (Total Quality Assured)**

JANUARY 2021r– UP TO DATE

EXPORT INSPECTOR

**WALVERINE INSPECTIONS (COTECNA)**

MAY 2019r– UP TO DATE

EXPORT INSPECTOR

**GLOBAL TRUST INSPECTIONS**

January 2010 - UP TO DATE

PHONE: 786 – 342 – 0934

EXPORT INSPECTOR

**GLOBAL INSPECTION SERVICES OBO TECHINT**

JUN 2019 UP TO DATE

EXPORT INSPECTOR

**SGS NORTH AMERICA. MIAMI, FLORIDA**

SEPTEMBER 1994– UP TO DATE

PHONE: 305- 592 – 0410

EXPORT INSPECTOR

**BALTIC CONTROL**

JANUARY 2006r– UP TO DATE

EXPORT INSPECTOR

**BUREAU VERITAS, NORTH AMERICA INC.**

APRIL 2000r– DECEMBER 2005

PHONE: 800 – 266 – 4114

ASSISTANT MANAGER

**ESUME 2023**

AMOCO GAS STATION; MIAMI, FLORIDA

AUGUST 1993 -- SEPTEMBER 1994

PHONE: 305 -- 264 -- 2488

ASSITANT MANAGER

ELECTROLUX CO. MIAMI, FLORIDA

AUGUST 1992 -- SEPTEMBER 1994

PHONE: 305r- 362r- 1066

SUPERVISOR OF MAINTENANCE AND PRODUCTION

BEST JANITORIAL CHEMICAL AND SUPPLY INC. MIAMI, FLORIDA

JANUARY 1991r- OCTOBER 1992

SUPERVISOR OF QUALITY CONTROL AND INDUSTRIAL PRODUCTION

QUIMICA INDUSTRIAL DEL NORTE -- DROGUERIA FAMA. LIMA, PERU

JANUARY 1987 -- DECEMBER 1990

AUTOTOTE COMPUTERIZED CASHIER TRAINER

JOCKEY CLUB DEL PERU, LIMA, PERU

DECEMBER 1985 -- DECEMBER 1987

QUALITY CONTROL MANAGER

## **ESUME 2023**

**AMAZONAS TEXTIL FACTORY, LIMA, PERÚ**

**JULY 1982 – OCTOBER 1985**

**SALES REPRESENTATIVE**

**COMERCIAL LOS ANGELES, LIMA, PERÚ**

**AUGUST 1980 – DECEMBER 1982**

## **EXPERIENCE FOR PETROLEUM EQUIPMENTS**

**LA CASA DEL RADIADOR (Project to LA PAMPILLA – TALARAe- PERU)**

**Heat Exchangers parts and accessories.**

**GLOBAL INSPECTION SERVICES, SLU**

**TECHINT (Projecte (Fortin de Piedra, Genelba)**

**SIT CHILE/VINTECH Lda.**

**Projecte“ Mantos Blancos”**

**GLOBAL QUALITY SERVICES/APPLUS INSPECTIONS**

**Project: Eastern Gas Pipeline (PROYESCO SA)**

**JULIO ROCHA**  
18149 SW 148 AVE ROAD  
MIAMI, FL 33187

Elpilo75@yahoo.com

305-299-7501

## **EXPERIENCE**

### **BACHELOR IN BUSINESS ADMINISTRATION**

- ❖ Involved in initial promotion of clients to help business grow.
- ❖ Improve company's image with suppliers, financial institution, and government agencies.
- ❖ Problem solving abilities in dealing with company supplier in face-to-face basis.
- ❖ Directly responsible for success in maintaining favorable financial ratios that have led to a positive review by credit review agencies.
- ❖ Have overseen working capital to keep positive cash flow.
- ❖ Directly involved in implementing financial planning in continual growth of company.
- ❖ Helped in preparing training practices of company for direct labor force.
- ❖ Have helped in preparing policies and procedures manual and interviewing of potential employees.

### **OCCUPATIONAL MASSAGE THERAPIST, THE PRAXIS INSTITUTE**

- ❖ Collaborating with clients on stress and pain to create a treatment plan.
- ❖ Assisting doctors and/or chiropractors in a patient's physical therapy or recovery for injury.
- ❖ Fill Notes of Daily Progress, properly document all treatments.
- ❖ Exercising sensitivity to a client's medical history and injuries while using massage to relieve pain and tension.
- ❖ Maintaining treatment records.
- ❖ Recognizing health issues that need a referral to another healthcare provider.

## **EDUCATION / SPECIAL TRAINING/CERTIFICATION**

**ISP SILVERIO BLANCO – CUBA MUNICIPAL COLLEGE**

**ENGLISH PROFESSOR- BACHELOR EDUCATION**

**OCCUPATIONAL LICENSED MASSAGE THERAPIST**

**REAL ESTATE LICENSE – COMMERCIAL AND INDUSTRIAL**

# TAB 6

# 6

## APPROACH TO START-UP OPERATIONS CUSTODIAL OPERATIONAL PLANS



# Miami Janitorial Supplies, Inc.

Tel: 786-408-5008

We have the right solutions!

Fax: 786-347-7484

## OUR EMERGENCY CLEANING SERVICE:

We will provide after hours, additional/emergency service 24 hours a day, 7 days a week. We will arrive to any service calls within 2 hours of notification from the Town. Ms. Carmela Diaz with her mobile phone number (786)715-6911, Yanetsis Sosa number (786)479-2742, Our office number is (786)408-5008 and our email is [MiamiJanitorial@yahoo.com](mailto:MiamiJanitorial@yahoo.com).

## OUR COMMUNICATION PLAN FOR RESPONDING TO SERVICE CALLS:

We provide adequate staff to respond to service calls during regular schedule operating hours. As part of our experience serving the community and other business we know there are going to be times when things get out of order and an emergency will arrive. Miami Janitorial has developed a good system and has the appropriate tools to help our clients on any situation. Our crew is always prepared to go the extra mile for you and has been trained to perform under pressure, adversity and urgent situation.

## ADDITIONAL SERVICES

Work requested by the Program Manager that exceeds those established in the PWS, including any increased frequency in any specified cycles of cleaning shall be considered Additional Services and shall be issued in writing via a Work order. Such work may be issued based on the hourly rates established in the contract or may be negotiated between the Program Manager and the contractor, which should typically be based on a cost per square foot, per item basis, or task basis depending on the nature of the work. The Town reserves the right to obtain services from other sources if determined that price is not found to be fair and reasonable, based on competitive fair market price.

## MONTHLY REPORT

We will furnish a monthly report to the program manager no later than the 10<sup>th</sup> of every month.

This report will consist of five parts:

- Periodic Services
- Additional Services
- Re-work Activities Accomplish
- Additional Services Accomplish
- Prior Months Inspections Conducted

MIAMI JANITORIAL SUPPLIES, INC

**Miami Janitorial Supplies, Inc., Agrees to comply with this BID NO.2023-16**

- This statement attest that Carmela R. Diaz is the President, CEO, and owner of Miami Janitorial & Supplies, Inc., with 100% of the stock, she is the only individual with any interest in Miami Janitorial Supplies, Inc.
- Miami Janitorial Supplies, Inc., agrees to neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval for the Town of Miami Lakes.
- Miami Janitorial Supplies, Inc., agrees to comply with the Federal State, the local laws, rules and regulations applicable to conflict of interest, nepotism and criminal and or fraudulent activities.
- Our Company Miami Janitorial Supplies, Inc., has the skills, capacity and all the ability to perform this contract.
- Miami Janitorial Supplies, Inc., have the character, integrity, reputation, judgement, experience and efficiency of the proposer.
- Miami Janitorial Supplies, Inc., can perform the Contract within the time specified, without any delays or interference.
- Miami Janitorial Supplies, Inc., admit that we shall be solely responsible for making all investigations, evaluations, and examinations for the full performance of the contract.
- Miami Janitorial Supplies, Inc., doesn't have any history or citations and/or violations, notices of environmental regulations that there are no citations or violations.

Sincerely,



Carmela R. Diaz

President

Miami Janitorial Supplies agree to perform the following minimum task frequency to meet the stated performance standards. Should the Town determine that the task frequency can or need to be revised such changes shall be done in accordance with Article C4. The monthly costs shall be adjusted as necessary to reflect in any increase or decrease in the task frequency

TASK FREQUENCY OF THE CUSTODIAL SERVICES FOR TOWN FACILITIES

**3.14-1**

|                        |
|------------------------|
| INDOOR AREAS           |
| PUBLIC AREAS           |
| STAIRCASES/STAIRWELLS  |
| OFFICE AREAS           |
| CONFERENCE ROOM        |
| KITCHEN/KITCHEN        |
| CONFERENCE ROOMS       |
| INDOOR ACTIVITUY ROOMS |
| ELEVATER               |
| RESTROOMS/ SHOWERS     |
| LOCKER ROOMS           |

**3.14-2**

|                                                          |
|----------------------------------------------------------|
| OUTDOOR AREAS                                            |
| BUILDING EXTERIOR                                        |
| SIGNS, ARTWORK & VENDING MACHINES                        |
| PARKING LOTS, OUTSIDE HARD SURFACE AREAS, LIGHT FIXTURES |
| EXCREMENT REMOVAL                                        |
| BBQ AND PICNIC AREAS                                     |
| EXERCISE AREAS AND EQUIPMENT                             |
| BASKETBALL COURTS/TENNIS COURTS/ BASEBALL DUGOUTS        |
| TRASH/DOG WASTE RECEPTACLES                              |
| BRIDGE, PIER/ MARINA AND AQUATIC POND AREAS              |





# **MIAMI JANITORIAL SUPPLIES, INC.**

## **ORGANIZATION AND MANAGEMENT PLAN**

A work plan is a tool for planning during a specific period and identifies the problems to be solved, and ways to solve them. It is a standard management tool.

A work plan is written to plan the activities for a given period, first to convince decision makers for its approval, then as a guiding document for the activities to be carried out during that time.

As in all planning, whether as a group process or not, we should think backwards, starting with where you want to be at the end of the period, and generate the steps needed to get there from where you are now.

### **GOALS AND OBJECTIVES**

If awarded a contract with our company our goal would be to provide the City of Miami Lakes with the highest quality standards of service while ensuring the best competitive prices, and providing service in a safe manner that protects the employees and patrons.

To accomplish this we must recognize and understand the needs and expectations of this RFP. We are certain that we know the answer to this question. They expect Miami to provide them with a clean, healthy, and safe facility to be enjoyed by its staff and patrons at the best competitive price. They want 100% satisfaction and with that goal in mind set off to create a Work Plan to accomplish this.

Miami shall provide the required janitorial personnel to ensure successful completion of all required services as per RFP.

Once the employees have been hired, our employees will go thru an orientation and initial training program. Once this is completed, each employee will then be assigned a work area and provided with a job description and all the necessary and required tools as well as a complete understanding of the objectives they must each attain in their area. This will all take place within the first two (2) days of commencing work.

By the end of the process they will have a full understanding of their work objectives; what is expected of them on a daily, weekly, and monthly basis; the frequencies and tasks required of them; what equipment to use and when to use it; how to perform their work when there will be people surrounding them; how their supervisors and managers will be measuring their quality of work. This will all take place within the first week of commencing work.

By having a staff that is fully trained in procedures and safety and that understands the goals and objectives of their assignment will assure that they perform all required work to the highest quality standards.

## MIAMI JANITORIAL SUPPLIES, INC.

From the first day service is provided by Miami, each supervisor will be completing a facility and restroom inspection evaluation form at the end of their shift.

Miami will be fully prepared to respond immediately to all emergency notifications.

Miami has a consistent record of experience, innovation, and reliability. We have met exacting standards for cleaning and maintenance. Thousands of satisfied customers occupying thousands of square feet are proof that when it comes to value, quality and responsiveness, Miami Janitorial Supplies, Inc is the company you can count on.

### PERSONNEL ASSIGNED

Miami Janitorial has reached the highest standard of quality through the management personnel it has hired over the years, and continually searches for the best qualified personnel. With this vast knowledge and experience we can handle any situation.

Miami will have a competent and effective management team, headed by an industry-experience Project Manager, Mrs. Carmela Diaz. Our on-site management team will be supported by Miami Janitorial corporate management team. The management team members will be well trained, skilled, and able leaders of the janitorial program.

By the startup date they will be well acquainted with their staff and facility, assuring a smooth transition from day one.

### TRAINING PROGRAM

To ensure that all Miami Janitorial employees meet our high-quality standards, we provide a state-of-the-art **Training Program**. Workplace learning to improve performance is called Training and Development. It is a way of providing support and occasional advice to help our management staff recognize ways in which we can improve the effectiveness of our business while at the same time and money.

There is a need to continue training beyond the initial qualifications to maintain, upgrade and update skills throughout the working life of an employee. Miami Janitorial job training takes place in normal working situations and includes innovative cleaning techniques and training on using the actual tools, equipment, supplies, documents, or materials that trainees will use when fully trained. Continued education ensures that Miami Janitorial has the strongest team of cleaning professionals servicing your facility.



# **TECHNICAL SPECIFICATIONS**

FOR GROUP I & GROUP II

**FOR — TOWN OF MIAMI LAKES RFP No.2023-16**

WE WILL PROVIDE ALL MANAGAMENT, SUPERVISORS, LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT AND WILL PLAN, SCHEDULE, COORDINATE AND ASSURE EFFECTIVE PERFORMANCE OF ALL SERVICES DESCRIBED HEREIN. TO PROVIDE JANITORIAL AND RELATED SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS SOLICITATION. ALL SERVICES SHALL BE PERFORMED IN THE HIGHEST PROFESSIONAL MANNER, AND IN ACCORDANCE WITH ALL APPLICABLE, CURRENT INDUSTRY STANDARDS, REGULATIONS, CODES AND STATUTES. UNLESS THE MEANS OR METHODS OF PERFORMING A TASK ARE SPECIFIED ELSEWHERE IN THIS CONTRACT.

MIAMI JANITORIAL POSSESS AND KEEP IN FORCE ALL LICENSES, CERTIFICATIONS AND PERMITS REQUIRED TO FURNISH AND PERFORM THE SERVICES SPECIFIED HEREIN.

POSSESS THE ABILITY TO COMMIT SUFFICIENT STAFFING, EQUIPMENT AND MATERIALS TO PERFORM THE WORK REQUIRED

## **QUALIFICATIONS OF PERSONNEL**

ALL MATTERS PERTAINING TO THE RECRUITMENT, SCREENING, HIRING AND RETENTION OF PERSONNEL SHALL BE DUE EXCLUSIVE RESPONSIBILITY. THESE MATTERS SHALL BE DONE FULLY IN COMPLIANCE WITH EXISTING STATUES AND REGULATIONS PERTAINING TO AFFIRMATIVE ACTION , NON DISCRIMINATION , WAGES PER HOUR AND ANY OTHER STIPULATIONS GERMANE TO PRUDENT PERSONNEL MANAGEMENT .





ALL PERSONNEL USED BY THE CONTRACTOR SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE CITY. THE CITY RESERVES THE RIGHT TO DEMAND THE REMOVAL OF ANY EMPLOYEE WHO IS DEEMED UNACCEPTABLE FOR ANY REASON.

ALL WORK BY PERSONNEL SHALL BE PERFORMED IN A PROFESSIONAL, COURTEOUS MANNER. DISCOURTESY, RUDENESS, OR THE USE OF PROFANITY WILL NOT BE TOLERATED, AND SHALL BE GROUNDS FOR IMMEDIATE REMOVAL OF THE OFFENDING EMPLOYEE FROM PERFORMING WORK UNDER ANY CONTRACT AWARDED AS A RESULT OF THIS SPECIFICATION.

MIAMI JANITORIAL WILL MAINTAIN AN ADEQUATE NUMBER OF EMPLOYEES TO SATISFACTORILY PERFORM SCHEDULED. WE WILL PROVIDE AN ADEQUATE NUMBER OF TRAINED CLEANING PERSONNEL EACH DAY FOR ALL LOCATIONS TO ENSURE THAT ALL CLEANING SERVICES HEREIN SPECIFIED ARE ACCOMPLISHED. IT IS OUR RESPONSIBILITY TO DETERMINE AND FURNISH THE TOTAL STAFF - HOUR REQUIRED TO MEET THE REQUIREMENTS OF THE SERVICES LEVEL AGREEMENT. WE WILL PROVIDE FULL - TIME ONSITE SUPERVISION AT CITY HALL, SUPERVISION WILL BE RESPONSIBLE FOR STAFF AT ALL LOCATIONS.

CONTRACTOR WILL ENSURE THAT ALL EMPLOYEES WORKING WITHIN CITY FACILITIES CAN READ AND UNDERSTAND WARNING SIGNS THAT ARE WRITTEN IN ENGLISH

THE CONTRACTOR SHALL PROVIDE ONSITE SUPERVISION TO ASSURE COMPETENT PERFORMANCE OF THE WORK DURING SCHEDULED HOURS. MIAMI JANITORIAL WILL MAKE DAILY ROUTINE INSPECTIONS PRIOR TO LEAVING FOR THE DAY TO ENSURE THAT THE WORK IS PERFORMED AS REQUIRED BY THE CONTRACT. OUR MANAGER AND SUPERVISORS MUST BE LITERATE AND FLUENT IN THE ENGLISH LANGUAGE, BECAUSE OF THE NECESSITY TO READ CHEMICAL LABELS, JOB INSTRUCTIONS AND SIGNS, AS WELL AS THE NEED FOR CONVERSING WITH THE CITY MANAGEMENT PERSONNEL. ALL SUPERVISORS SHALL HAVE AN INMATE KNOWLEDGE OF THE VARIOUS CLEANING TASKS, EQUIPMENT AND MATERIALS SO AS TO BE ABLE TO MAINTAIN AND CONTROL AN EFFECTIVE INSPECTION.

MIAMI JANITORIAL WILL PROVIDE AND EQUIP EACH SHIFT SUPERVISOR WITH A COMMUNICATION DEVICES SUCH AS A CELL PHONE OR SIMILAR INDEPENDENT COMMUNICATION DEVICE.





## **STAFF TRAINING**

MIAMI JANITORIAL SHALL COMPLY WITH **OSHA** STANDARD AS IT PERTAINS TO THE TRAININGS SAFETY AND EQUIPMENT NEEDED FOR ALL EMPLOYEES ENGAGED IN JANITORIAL SERVICES

**WE WILL BE PERFORM AN INITIAL CLENGING TO BRING EACH LOCATION / FACILITY INTO CONTRACT COMPLIANCE IN ACCORDANCE WITH THE SPECIFICATIONS .**

**RECEPTION AREAS , OFFICES , COMMON AREAS , KITCHEN , BREAKROOMS , CONFERENCE ROOMS , CORRIDORS , STAIRWELLS, RESTROOMS , ELEVATORS**

**MATS AND CARPETS SHALL BE FREE OF SPOTS , STAINS , GUM , DIRT , AND DEBRIS WITHOUT CAUSING DAMAGE .**

**GLASS METALS SURFACES SHALL APPEAR STREAK – FREE .**

## **RESTROOMS —**

MAINTAINING A SANITARY RESTROOM ENVIROMENTTHAT MINIMIZES THE POSSIBILITY OF CROSS- INFECTION IS CONSIDERED OF THE HIGHEST PRIORITY BY THE CITYS SANITATION LEVELS SHALL BE CLOSELY ONITORED BY INSPECTION , AND APPROVED TESTING METHODS.

- 1- DISPENSERS SHALL BE FREE OF DUST
- 2- HARDWARE SHALL BE DUST\$ SOIL\$ AND BACTERIA FREE
- 3- SINKS SHALL BE FREE OF DUST\$ BACTERIA
- 4- MIRRORS SHALL BE FREE OF DUST AND SOIL
- 5- TOILETS ,TOILET SEATS AND URINALS SHALL BE FREE OF DUST
- 6- PARTITIONS AND LEDGES SHALL BE FREE OF DUST
- 7- WASTE CONTAINERS SHALL HAVE CONTENTS REMOVED
- 8- WALLS AND DOORS SHALL BE FREE OF DUST\$ COBWEBS\$ SOIL , AND SPOTS
- 9- FLOORS AND BASEBOARDS SHALL BE FRE OF DUST



# MIAMI JANITORIAL SUPPLIES, INC

## **INSPECTION SYSTEM**

In order for the Project Manager to effectively use the surveillance methods listed below, a detailed plan and procedures documenting performance will be developed. There are several supporting documents that are useful in establishing an inspection system. For this project we will use the:

Performance Specification (PS): The PS Contains a list of all contact services to be motivated. A description is given of each required service contract paragraph number referring to the service and standard acceptable Quality Level (AQL). This document gives us general guidance of services to be monitored and methods to be used.

Our Inspection system covers all required services.

## **INSPECTIONS SCHEDULES**

We will develop monthly schedules of all surveillance activities. Planned inspections included random inspections of high frequency and continuous task and 100% inspection for periodic services. The schedule shows the date and time for each inspection and identifies the inspector. Either the Contract Manager or the Night Supervisor will conduct each inspection.

For this project, Miami Janitorial Supplies, Inc. will perform essentially 100% inspection of all services rendered. The Contact Manager will perform an inspection. Each will use checklist and note deficiencies and areas that could be improved upon. The checklist will be signed and date by the inspector at the time the inspection is completed. This ensures all activities, functions, and processes are covered. Sufficient repetitive inspections will be made using the same checklist to identify troublesome areas requiring procedural or operational changes.

## **VISUAL INSPECTIONS**

We regard visual inspections as the most important method to ensure continually high-quality standards. Visual inspection is singularly the most important method for ensuring current and future performance.



Tel: 786-408-5008 Fax: 786-347-4784

10651 NW 132<sup>nd</sup> St Hialeah, FL 33018

Email: [miamijanitorial@yahoo.com](mailto:miamijanitorial@yahoo.com)

- |                                 |       |       |
|---------------------------------|-------|-------|
| • TRASH REMOVAL .....           | _____ | _____ |
| • RECYCLED TRASH REMOVAL .....  | _____ | _____ |
| • RESTROOMS CLEANING .....      | _____ | _____ |
| • REFILL RESTROOM SUPPLIES..... | _____ | _____ |
| • VACUUM CARPET.....            | _____ | _____ |
| • SPOT CLEAN CARPETS .....      | _____ | _____ |
| • ENTRANCE GLASS CLEANED .....  | _____ | _____ |
| • SWEEP FLOORS .....            | _____ | _____ |
| • FLOORS MOPPED/ BUFFED .....   | _____ | _____ |
| • ELEVATORS CLEANED .....       | _____ | _____ |
| • STAIRWAYS SWEEP .....         | _____ | _____ |
| • KITCHEN AREAS CLEAN .....     | _____ | _____ |
| • VENDING AREAS CLEAN .....     | _____ | _____ |
| • COMPLAINT RESPONSE .....      | _____ | _____ |

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## **MIAMI JANITORIAL SUPPLIES, INC.**

**Position Title:** Contract/Project Manager

**Department:** Town of Miami Lakes

**Reports to:** Miami Janitorial Supplies, Inc.

### **Position Summary:**

Responsible for managing the operations and maintenance for The Town of Miami Lakes. Responsible for the work performed under this contract to assure maximum performance and cooperation.

### **Essential Functions/Tasks:**

Responsible to maintain efficiency, cooperation, and proper conduct among personnel.

1. Manage the day-to-day operations of the buildings and adjacent areas of the SBBC facilities.
2. In an effectively and timely manner ensure compliance with the contract requirements.
3. Maintain continuity of services with the utmost proficiency without interruption.
4. Ensure that all work meets or exceeds the highest standards of cleaning by utilizing our Quality control program.
5. Encourage and promote positive and productive working environments among employees and supervisors.
6. Ensure that appropriate personnel rules, regulations, and procedures are communicated to and observed by employees and supervisors.
7. Oversee the disciplinary process, performance appraisals and personnel related conflict resolution.
8. Facilitate and coordinate appropriate training to meet the growing need of employees and supervisors.
9. Foster communication and cooperation among supervisors and employees.
10. Available to receive notices, reports, or requests from SBBC representatives.

### **Skills:**

Communications – Able to read, write and speak English.

Active Listening – Giving full attention to what other people are saying, taking time to understand the points being made.

# MIAMI JANITORIAL SUPPLIES, INC.

## CUSTODIAN JOB DESCRIPTION

**Position Title:** Custodian

**Department:** Town of Miami Lakes

**Reports to:** Supervisors

### **Position Summary:**

Responsible for cleaning and servicing assigned areas. Provide routine and repetitive tasks on a continuous basis as assigned. Responsible for maintaining assigned area neat and clean.

### **Essential Functions/Tasks:**

Perform general cleaning to such areas as offices, common areas, restrooms, parking garages, etc. as follows:

1. Assemble materials and supplies needed to perform job and transport them to the work area.
2. Perform custodial services to assigned area using proper procedures.
3. Follow instructions on the use of equipment and chemicals, review all safety precautions.
4. Inspect facility and provide a daily report listing all cleaning and maintenance deficiencies and problems.
5. Clean and secure equipment and supplies when finished.

### **Skills:**

Active Listening – Giving full attention to what other people are saying, taking time to understand the points being made.

Speaking – Talking to others to convey information effectively.

Equipment Maintenance – Perform routine maintenance on vacuum cleaners, empty bags and change rubber band.

Critical Thinking – Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approach to problems.

Time Management – Managing one's own time and the time of others.

09



## **QUALITY CONTROL PROGRAM**

### Quality Control Plan Method to Achieve High Quality Performance

We recognize that the quality of our performance on a project is identical to the quality of the productive effort that our employees provide. Consequently, we use a comprehensive Quality Control Plan approach involving all project participants to ensure that contract requirements are satisfied. We emphasize technical and safety training and employee participation to instill a sense of pride in workmanship to assure that all work is performed at or above required levels. Hands-on training is provided by supervisors and corporate staff. Training is reinforced through the extensive use of video taped program to address safety and cleaning procedures.

Our Contract Manager is responsible for the implementation of the overall Quality Control Plan for the project. The Contract Manager personally inspects in progress and completed task randomly throughout each month. He also reviews all project quality documentation. The Contract Manager reviews all deficiencies identified because of inspection. He responds in writing to each deficiency indicating the steps that will be taken to assure that similar deficiencies are prevented in the future.

At the operating level, quality control begins with the assignment of motivated, qualified Personnel who understand the necessity of providing quality services. We believe in providing well defined duties and responsibilities to all project staff. This allows the employees to know exactly what role they play in helping achieve a zero-deficiency rate.

Workers are supported by a complete inspection system. Supervisors continuously inspect the work under their supervision directing their teams to correct items overlooked or incomplete before proceeding to the next work area. Detected deficiencies are noted and immediately corrected. The inspection system includes procedures, checklists, and schedules. We will maintain a local file of all inspections conducted. The file contains complete inspection checklists, deficiency reports, and corrective action requests.

## **TRAINING FOR CLEANING TASKS**

*Training for our employees includes all of the following, going into detail on do's and don'ts and emphasizing safety. More extensive training takes place for special cleaning needs (i.e., medical office cleaning). Included in our training is the important emphasis on safety to prevent unnecessary accidents. We use OSHA safety program which also covers hazardous training and company policies.*

### **Emptying Trash**

Gather supplies (gloves, liners, barrel, cleaning solution and rag)  
Move counter-clockwise around room to ensure that all cans are emptied  
Bring barrel close to trash cans.  
Don't throw out items not marked as "trash"  
Empty cans inside barrels to prevent spills  
Separate trash from recycled materials as appropriate  
Spot clean can, replace dirty or torn liners and return can to original place  
Empty cart when full and take trash to designated area.

### **Dusting**

Gather supplies (cloths, solutions, extension dusters)  
Always use a folded cloth/refold when dirty/never shake out dust  
Always dust with the grain of the furniture  
Move counter-clockwise around room to ensure that all areas are dusted  
Dust from top to bottom, spot cleaning as you go  
Dust above the waist  
Dust low areas  
Spot clean all interior glass  
Spot clean furniture, walls, switches and phones  
Do not move personal items  
Do not move papers left on desk  
Spot clean kitchen area  
Use extension duster; never stand on furniture  
Steady hanging items  
Bend at the knees, not at the waist

### **Vacuuming**

Gather equipment, checking for frayed cords, filter bags, filled bags  
Vacuum entry mats  
Fully vacuum hallways and common areas  
Vacuum traffic lanes and visible soil in office areas

CP



Vacuum under trash can and replace  
Vacuum under furniture (i.e., desk chairs) and replace  
Detail vacuum a part of the building each day  
Vacuum edges and corners  
Spot vacuum furniture and upholstery  
Turn off lights and secure the area  
Empty vacuum bag  
Clean vacuum and filters and store properly  
Never unplug electronic equipment  
Remove debris on floor  
Never vacuum wet areas  
Be careful not to bang into furniture or walls

### **Restrooms**

Gather equipment (fully stocked maid's cart)  
Announce service and place signs  
Refill supplies  
Remove sanitary bags and all trash and replace liners and bags  
Dust  
Spray inside and outside of urinals and toilets. Don't flush  
Spray and wipe counters and sinks  
Spot clean partitions, walls, trash cans, switches, doors and door plates  
Spray and wipe mirrors  
Polish chrome  
Scrub toilets, urinals and deodorize  
Sweep floor  
Wet mop

### **Dust Mopping**

Gather equipment (scraper, barrel, dust mop, lobby pan or dust  
Use a clean, dry dust mop  
Dust mop edges first  
Don't lift mop head when mopping  
Shake out dust mop as needed  
Pick up dirt

### **Wet Mopping**

Gather equipment (bucket and wringer, wet mop, wet floor signs)  
Mix cleaning solution and put out wet floor signs  
Wring out mop thoroughly  
Mop edges first and then mop open areas using a figure 8 pattern  
Change mop water when dirty  
Rinse out mop and bucket  
Hang equipment dry

## **SPECIALIZED TRAINING DESCRIPTIONS**

Following is a brief description of various Training Miami is continually providing to its employees. These trainings cover all phases of the technical aspect of their jobs.

Our **Risk Management Training** explains how the staff should report incidents in order to prevent, reduce and control liability and financial losses. It includes training for management and supervisors on how to investigate and analyze an incident; provide recommendations and measures to minimize or eliminate risk and injury to staff and visitors and how to maintain a reporting system to track events. Also discussed is Worker's Compensation reporting, services and prevention. Employee safety is also considered a part of this training to include reporting suspicious activities, wearing id badges, key control and being alert and aware of one's surroundings at all time while on the job.

Our **Appearance/Uniforms Training** ensures that the employees understand why uniforms are important to the performance of their job. This includes dressing appropriately; being well groomed; use of identification badges; nails according to OSHA standards; personal hygiene; excessive jewelry; protective shoes. The understanding that uniforms help distinguishes our employees, who are allowed to be on the job site.

Our **Hazardous Communication and Right to Know Programs** ensure that all cleaning chemicals are properly labeled and hazardous substances in the workplace are known. This includes training on Hazmat; MSDS; labeling; Written Communications Program; spills.

Our **Blood borne Pathogens Training** will show employees how to protect themselves from exposure to viruses that may be carried in blood. This includes trainings on HIV/AIDS; Hepatitis B and C; body fluids; exposure control plan; prevention; universal precautions; PPE's; biomedical waste; vaccinations.

Our **Universal Precautions Training** teaches employees how to properly cleanup and disinfect affected areas. This includes proper hand washing procedures; use of PPE's; use of equipment and supplies.

Our **Recycling Program** teaches employees what recycling is; what materials are recyclable; how to collect and sort recyclable materials; how recycling works and is beneficial to us and our planet and why it is an important aspect of our work.

Our **Preventing Slips, Trips and Falls Training** teaches how slips, trips and falls can happen, identifying potential hazards in the workplace and strategies to reduce them.

Our **Preventing Back Injuries Training** teaches employees techniques and procedures that may help prevent back injuries by explaining why back injuries occur; contributing factors of

back injuries; common causes of back injuries; how to prevent back injuries; lifting techniques; how to lift safely; guidance on pushing and pulling loads; use of back belts and tips for back safety.

Our **Equipment Training** will teach employees to use the equipment they use; how to maintain their equipment to assure optimal usage and prevention of a hazard; how to recognize broken equipment. This training includes the importance and use of "wet floor signs" as well.

Our **General Safety Training** ensures that all employees are using all the tools available to them to make the working environment safe for them as well as others using the facility.

Our **Cleaning Procedures Training** ensures proper procedures are followed when performing a specific required task, some of the trainings include vacuuming; floor maintenance; dusting; office cleaning; restroom cleaning, etc.)

Our **Communications Training** explains the different methods of communication with cellular phones, radios, pagers; proper etiquette when using these; importance of communication in order to accomplish daily tasks and having a satisfied customer. This is accomplished when mutual trust and respect exists between employees, supervisors and the customer by having communication.

Our **Sexual Harassment Training** explains the companies no tolerance policy; about the forms of sexual harassment; verbal, non-verbal or physical; reporting; investigating a complaint and disciplinary action.

## MIAMI JANITORIAL SUPPLIES, INC.

### EQUIPMENT AND MATERIALS

Miami Janitorial Supplies, Inc. is prepared to provide the Town of Miami Lakes with all the necessary equipment, material and supplies needed.

This will include vacuum cleaners, floor scrubbing machines and polishers; carpet extractor shampoo machines and pressure cleaners.

Miami Janitorial Supplies, Inc., has already contacted various vendors to secure the best price on the required purchases. Miami Janitorial Supplies, Inc. will be ready to purchase the necessary equipment immediately upon notification of an award, to assure delivery could be made on the first day of the startup of the account.

If awarded this contract Miami Janitorial Supplies, Inc. will provide the Town of Miami Lakes with a Material Safety Data Sheets manual to include all the chemicals and products used at all the facilities.

Miami Janitorial Supplies, Inc. has a warehouse in Miami those employees a full-time staff including a general mechanic to provide regular maintenance and service to all our equipment.

Miami Janitorial Supplies, Inc. meet all the regulations under O.S.H.A. standards, section 1910.1030 as well as all Federal and State requirements.

In addition, we offer Green Cleaning, a service that's good for the environment as well as for your facility. Green cleaning plays a vital role in creating a healthier environment. This is accomplished by replacing every-day commonly used products with approved green products.

What are the anticipated benefits of our "green cleaning" program? You can experience a healthier facility by having improved indoor air quality; improved patron satisfaction; increased operational efficiency; improved cost control; reduction in incidents that result in liability and improved employee retention.



### EMPLOYEE RECRUITMENT

Our Hiring process at Miami Janitorial Supplies, Inc., begins with the completion of our Employment Application. Representatives are available to assist applicants if necessary. The applicant is then interviewed. The interview process focuses on the individuals work history, cleaning experience and current job openingst/ locations.

#### **The orientation session**

The program provides the new employee with an overview of the company. Our commitment to customer satisfaction, and expectations for the future.

#### **The training session**

The training guides for our cleaners and supervisory personnel for their safety.

- Reduce employee turnover
- Improve employee production
- Enhance customer satisfaction

**MIAMI JANITORIAL SUPPLIES, INC**  
**ACCOUNT INSTALLATION**

**General Procedure:**

- Hold preliminary operations meeting with Miami Janitorial Supplies, Inc., staff.
- Designate Operations Manager and Supervisory Team.
- Determine initial Start-Up order.
- Establish systems and procedures.
- Develop work schedules and periodic project work time tables, based on initial survey of property and approved specifications.
- Interview; process and hire employees.
- Determine client security requirements and implement appropriate regulations.
- Test all surfaces for proper chemical use.
- Receive supply order and set-up equipment required.
- Conduct organization team meeting.
- Begin training of all personnel.



# Miami Janitorial Supplies Inc.

## Bi-Weekly Employee Time Sheet

Name: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_

| Date                | Day       | Start | Finish | Breaks | Total Hours |
|---------------------|-----------|-------|--------|--------|-------------|
|                     | Monday    |       |        |        |             |
|                     | Tuesday   |       |        |        |             |
|                     | Wednesday |       |        |        |             |
|                     | Thursday  |       |        |        |             |
|                     | Friday    |       |        |        |             |
|                     | Saturday  |       |        |        |             |
|                     | Sunday    |       |        |        |             |
| Total Hours Worked: |           |       |        |        |             |

Name: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_

| Date                | Day       | Start | Finish | Breaks | Total Hours |
|---------------------|-----------|-------|--------|--------|-------------|
|                     | Monday    |       |        |        |             |
|                     | Tuesday   |       |        |        |             |
|                     | Wednesday |       |        |        |             |
|                     | Thursday  |       |        |        |             |
|                     | Friday    |       |        |        |             |
|                     | Saturday  |       |        |        |             |
|                     | Sunday    |       |        |        |             |
| Total Hours Worked: |           |       |        |        |             |
| Total Pay:          |           |       |        |        |             |

Supervisor Signature: \_\_\_\_\_

*OP*

# Miami Janitorial Supplies, Inc.

Tel: 786 408 5008

We have the right solutions!

Tel-Fax: 305 556 6156

## MIAMI LAKES WORK PLAN

We are glad to provide to the Program Manager of the Optimist Park with our work plan for you to review and acceptance.

### OUR OVERALL STRATEGY FOR PROVIDING THE CUSTODIAL SERVICE IS:

#### 1. CLEANING SCHEDULE:

- We will maintain a sufficient number of competent personal to meet the requirements of the contract document for seven days per week from 7:00AM-10:00PM. We will have additional personal, for maintain the floors and any other additional work needed at the Community Center. All work will be performed accordantly to the contract document, with no exception to this BID No. 2018-23.
- This is our cleaning schedule for our first month of service during our first week of contract.
- We will Shampoo all carpets area, wash the windows and re-finish all the floors at the Community Center

#### 2. OUR PROGRAM FOR INSPECTIONS:

- We will establish our surveillance activity inspection check list using your form. Our quality control deficiency report and Exhibit B Restrooms and showers inspection form for scheduled and unscheduled inspection, the customer and employee complete daily log.

#### 3. LEVEL OF UNSCHEDULED WORK:

- Our Supervisor and our General Manager will establish a level supervision for unscheduled, scheduled and re-work inspection.
- This report will include dates of inspections, facility, work inspected, efficiencies is found and correction action

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# Miami Janitorial Supplies, Inc.

Tel: 786 408 5008

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Tel-Fax: 305 556 6156

## 4. OUR CONTRACTORS STANDARD OPERATING PROCEDURES:

- In our operating procedures we will give priority to maintain a high level of Janitorial Cleaning Service and all the set up for the activities. Our staff personal have completed and passed the background checks.
- We will implement an effective service response system for prompt professional and courteous resolution of resident and town concerns.

## 5. OUR COMMUNICATION PLAN FOR RESPONDING TO SERVICE CALLS:

- Our office is located at 10651 N.W 132 St Unit No. 103 Hialeah Gardens, FL 33018 Our telephone numbers are (786)408-5008 and (786)360-2045. The office is open Monday through Friday from 8:00AM to 5:00PM but we maintain our emergency number (786)408-5008 the 24 hours a day, 7 days a week for any communication need.

## 6. OUR EMERGENCY OPERATION PROCEDURES IS AS FOLLOW:

- Ms. Carmela Diaz with her mobile phone number (786)715-6911, Laura Castaneda number (786)469-1830, Pedro Diaz number (786)5784946 is always available. Our office fax number is (786)4008-5008 and our email is [MiamiJanitorial@yahoo.com](mailto:MiamiJanitorial@yahoo.com).
- We will respond to any service calls as soon as possible.

## 7. MONTHLY REPORT

We will furnish a monthly report to the program manager no later than the 10<sup>th</sup> of every month.

This report will consist of five parts:

- Periodic Service-s
- Additional Services
- Re-work Activities Accomplish
- Additional Services Accomplish
- Prior Months Inspections Conducted

# Miami Janitorial Supplies, Inc.

Tel: 786-408-5008

We have the right solutions!

Fax: 786-347-7484

## Town of Miami Lakes

### Optimist Park

#### Club House & Marina:

##### Indoor Area

1. Clean lobby and hallway
2. Empty waste containers and clean
3. Clean/ Sanitize water fountains
4. Dust mop and damp mop tile floors
5. Spot clean carpet
6. Reset moved lobby, office and hallway furniture
7. Clean lobby and hallway furniture, table tops
8. Spot clean walls and doors
9. Complete clean/ Disinfect restrooms, urinals, toilet bowls
10. Restock soap and paper supplies
11. Vacuum carpet and straighten furniture
12. Set up tables, chairs and facility furniture in accordance to event
13. Clean computers and TV screens
14. Clean air conditioner vents
15. Change or clean air conditioner filters
16. Dust blinds
17. Clean refrigerator and kitchen fixtures





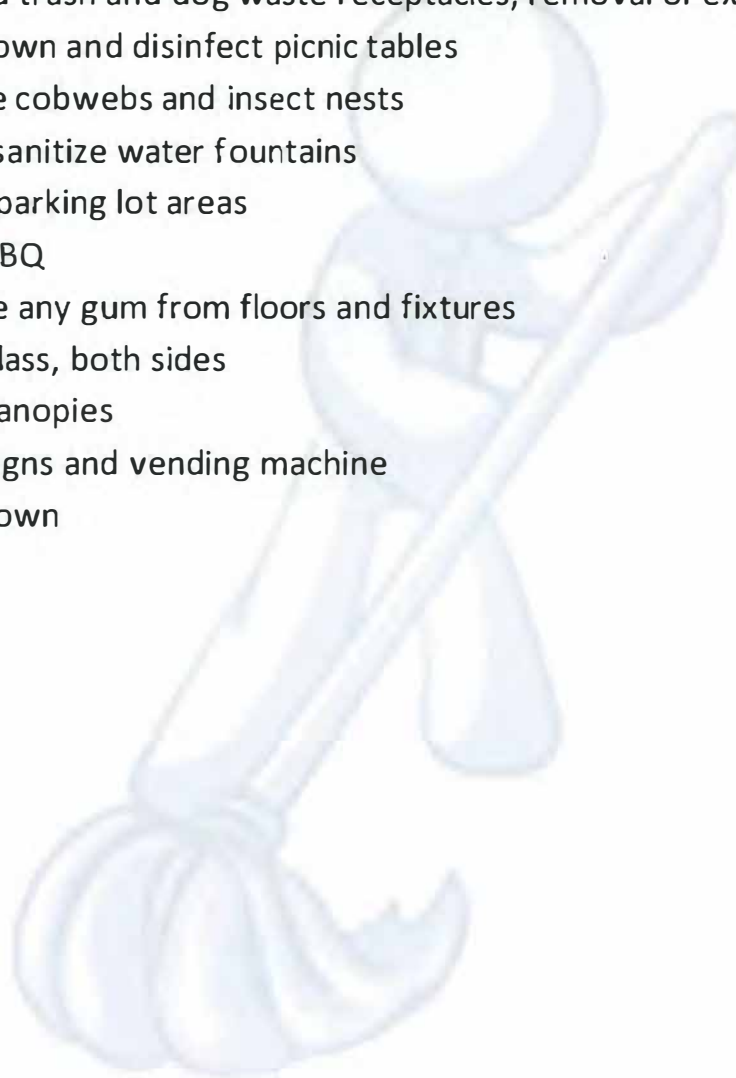
# **Outdoor Areas** Miami Janitorial Supplies, Inc.

**Tel: 786-408-5008**

**We have the right solutions!**

**Fax: 786-347-7484**

1. Outdoor restrooms complete cleaning and restocks
2. Playground area
3. Picnic area
4. Sports courts
5. Sidewalks, exercise trails, brick areas, drive ways
6. Entrances, fence lines, charcoal grill
7. Emptied trash and dog waste receptacles, removal of excrement
8. Wipe down and disinfect picnic tables
9. Remove cobwebs and insect nests
10. Clean/ sanitize water fountains
11. Sweep parking lot areas
12. Clean BBQ
13. Remove any gum from floors and fixtures
14. Clean glass, both sides
15. Clean canopies
16. Clean signs and vending machine
17. Wipe down



A small, handwritten signature in blue ink, located in the bottom right corner of the page. It appears to be a stylized name or initials.

# Miami Janitorial Supplies, Inc.

Tel: 786 408 5008

We have the right solutions!

Tel-Fax: 305 556 6156

## MIAMI LAKES WORK PLAN

We are glad to provide to the Program Manager of the Picnic Park West with our work plan for you to review and acceptance.

### OUR OVERALL STRATEGY FOR PROVIDING THE CUSTODIAL SERVICE IS:

#### 1. CLEANING SCHEDULE:

- We will maintain a sufficient number of competent personal to meet the requirements of the contract document for seven days per week from 7:00AM-10:00PM. We will have additional personal, for maintain the floors and any other additional work needed at the Community Center. All work will be performed accordantly to the contract document, with no exception to this BID No. 2018-23.
- This is our cleaning schedule for our first month of service during our first week of contract.
- We will Shampoo all carpets area, wash the windows and re-finish all the floors at the Community Center

#### 2. OUR PROGRAM FOR INSPECTIONS:

- We will establish our surveillance activity inspection check list using your form. Our quality control deficiency report and Exhibit B Restrooms and showers inspection form for scheduled and unscheduled inspection, the customer and employee complete daily log.

#### 3. LEVEL OF UNSCHEDULED WORK:

- Our Supervisor and our General Manager will establish a level supervision for unscheduled, scheduled and re- work inspection.
- This report will include dates of inspections, facility, work inspected, efficiencies is found and correction action



# Miami Janitorial Supplies, Inc.

Tel: 786 408 5008

We have the right solutions!

Tel-Fax: 305 556 6156

## 4. OUR CONTRACTORS STANDARD OPERATING PROCEDURES:

- In our operating procedures we will give priority to maintain a high level of Janitorial Cleaning Service and all the set up for the activities. Our staff personal have completed and passed the background checks.
- We will implement an effective service response system for prompt professional and courteous resolution of resident and town concerns.

## 5. OUR COMMUNICATION PLAN FOR RESPONDING TO SERVICE CALLS:

- Our office is located at 10651 N.W 132 St Unit No. 103 Hialeah Gardens, FL 33018 Our telephone numbers are (786)408-5008 and (786)360-2045. The office is open Monday through Friday from 8:00AM to 5:00PM but we maintain our emergency number (786)408-5008 the 24 hours a day, 7 days a week for any communication need.

## 6. OUR EMERGENCY OPERATION PROCEDURES IS AS FOLLOW:

- Ms. Carmela Diaz with her mobile phone number (786)715-6911, Laura Castaneda number (786)469-1830, Pedro Diaz number (786)5784946 is always available. Our office fax number is (786)4008-5008 and our email is MiamiJanitorial@yahoo.com.
- We will respond to any service calls as soon as possible.

## 7. MONTHLY REPORT

We will furnish a monthly report to the program manager no later than the 10<sup>th</sup> of every month.

This report will consist of five parts:

- Periodic Services
- Additional Services
- Re-work Activities Accomplish
- Additional Services Accomplish
- Prior Months Inspections Conducted

# Miami Janitorial Supplies, Inc.

Tel: 786-408-5008

We have the right solutions!

Fax: 786-347-7484

## Town of Miami Lakes

### Picnic Park West

**Mary Collins:**

#### Indoor Area

1. Clean lobby and hallway
2. Empty waste containers and clean
3. Clean/ Sanitize water fountains
4. Dust mop and damp mop tile floors
5. Spot clean carpet
6. Reset moved lobby, office and hallway furniture
7. Clean lobby and hallway furniture, table tops
8. Spot clean walls and doors
9. Complete clean/ Disinfect restrooms, urinals, toilet bowls
10. Restock soap and paper supplies
11. Vacuum carpet and straighten furniture
12. Set up tables, chairs and facility furniture in accordance to event
13. Clean computers and TV screens
14. Clean air conditioner vents
15. Change or clean air conditioner filters
16. Dust blinds
17. Clean refrigerator and kitchen fixtures

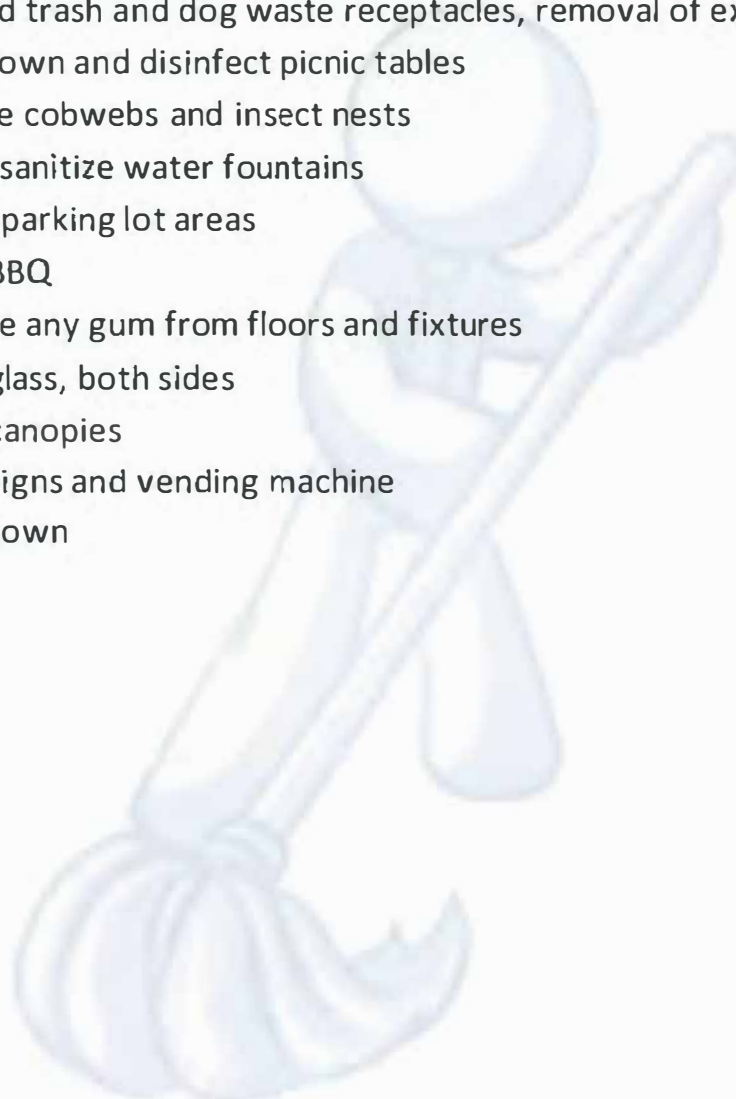
# Outdoor Areas Miami Janitorial Supplies, Inc.

Tel: 786-408-5008

We have the right solutions!

Fax: 786-347-7484

1. Outdoor restrooms complete cleaning and restocks
2. Playground area
3. Picnic area
4. Sports courts
5. Sidewalks, exercise trails, brick areas, drive ways
6. Entrances, fence lines, charcoal grill
7. Emptied trash and dog waste receptacles, removal of excrement
8. Wipe down and disinfect picnic tables
9. Remove cobwebs and insect nests
10. Clean/ sanitize water fountains
11. Sweep parking lot areas
12. Clean BBQ
13. Remove any gum from floors and fixtures
14. Clean glass, both sides
15. Clean canopies
16. Clean signs and vending machine
17. Wipe down



# Miami Janitorial Supplies, Inc.

Tel: 786 408 5008

We have the right solutions!

Tel-Fax: 305 556 6156

## MIAMI LAKES WORK PLAN

We are glad to provide to the Program Manager of the Picnic Park East with our work plan for you to review and acceptance.

### OUR OVERALL STRATEGY FOR PROVIDING THE CUSTODIAL SERVICE IS:

#### 1. CLEANING SCHEDULE:

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# Miami Janitorial Supplies, Inc.

Tel: 786 408 5008

We have the right solutions!

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## 4. OUR CONTRACTORS STANDARD OPERATING PROCEDURES:

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## 5. OUR COMMUNICATION PLAN FOR RESPONDING TO SERVICE CALLS:

- Our office is located at 10651 N.W. 132 St Unit No. 103 Hialeah Gardens, FL 33018. Our telephone numbers are (786)408-5008 and (786)360-2045. The office is open Monday through Friday from 8:00AM to 5:00PM but we maintain our emergency number (786)408-5008 the 24 hours a day, 7 days a week for any communication need.

## 6. OUR EMERGENCY OPERATION PROCEDURES IS AS FOLLOW:

- Ms. Carmela Diaz with her mobile phone number (786)715-6911, Laura Castaneda number (786)469-1830, Pedro Diaz number (786)5784946 is always available. Our office fax number is (786)4008-5008 and our email is [MiamiJanitorial@yahoo.com](mailto:MiamiJanitorial@yahoo.com).
- We will respond to any service calls as soon as possible.

## 7. MONTHLY REPORT

We will furnish a monthly report to the program manager no later than the 10<sup>th</sup> of every month.

This report will consist of five parts:

- Periodic Services
- Additional Services
- Re-work Activities Accomplish
- Additional Services Accomplish
- Prior Months Inspections Conducted



# Miami Janitorial Supplies, Inc.

Tel: 786-408-5008 Fax: 786-347-4784  
10651 NW 132nd St Hialeah, FL 33018  
Email: [miamijanitorial@yahoo.com](mailto:miamijanitorial@yahoo.com)

## Town of Miami Lakes

### Picnic Park East

#### Youth Center:

##### Indoor Area

1. Clean lobby and hallway
2. Empty waste containers and clean
3. Clean/ Sanitize water fountains
4. Dust mop and damp mop tile floors
5. Spot clean carpet
6. Reset moved lobby, office and hallway furniture
7. Clean lobby and hallway furniture, table tops
8. Spot clean walls and doors
9. Complete clean/ Disinfect restrooms, urinals, toilet bowls
10. Restock soap and paper supplies
11. Vacuum carpet and straighten furniture
12. Set up tables, chairs and facility furniture in accordance to event
13. Clean computers and TV screens
14. Clean air conditioner vents
15. Change or clean air conditioner filters
16. Dust blinds
17. Clean refrigerator and kitchen fixtures



# Miami Janitorial Supplies, Inc.

Tel: 786 408 5008

We have the right solutions!

Tel-Fax: 305 556 6156

## MIAMI LAKES WORK PLAN

We are glad to provide to the Program Manager of the Royal Oaks Park with our work plan for you to review and acceptance.

### OUR OVERALL STRATEGY FOR PROVIDING THE CUSTODIAL SERVICE IS:

#### 1. CLEANING SCHEDULE:

- We will maintain a sufficient number of competent personal to meet the requirements of the contract document for seven days per week from 7:00AM-10:00PM. We will have additional personal, for maintain the floors and any other additional work needed at the Community Center. All work will be performed accordantly to the contract document, with no exception to this BID No. 2018-23.
- This is our cleaning schedule for our first month of service during our first week of contract.
- We will Shampoo all carpets area, wash the windows and re-finish all the floors at the Community Center

#### 2. OUR PROGRAM FOR INSPECTIONS:

- We will establish our surveillance activity inspection check list using your form. Our quality control deficiency report and Exhibit B Restrooms and showers inspection form for scheduled and unscheduled inspection, the customer and employee complete daily log.

#### 3. LEVEL OF UNSCHEDULED WORK:

- Our Supervisor and our General Manager will establish a level supervision for unscheduled, scheduled and re- work inspection.
- This report will include dates of inspections, facility, work inspected, efficiencies is found and correction action

# Miami Janitorial Supplies, Inc.

Tel: 786 408 5008

We have the right solutions!

Tel-Fax: 305 556 6156

## 4. OUR CONTRACTORS STANDARD OPERATING PROCEDURES:

- In our operating procedures we will give priority to maintain a high level of Janitorial Cleaning Service and all the set up for the activities. Our staff personal have completed and passed the background checks.
- We will implement an effective service response system for prompt professional and courteous resolution of resident and town concerns.

## 5. OUR COMMUNICATION PLAN FOR RESPONDING TO SERVICE CALLS:

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- Additional Services Accomplish
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# Miami Janitorial Supplies, Inc.

Tel: 786-408-5008

We have the right solutions!

Fax: 786-347-7484

## Town of Miami Lakes

### Royal Oaks Park

#### Community Center:

##### Indoor Area

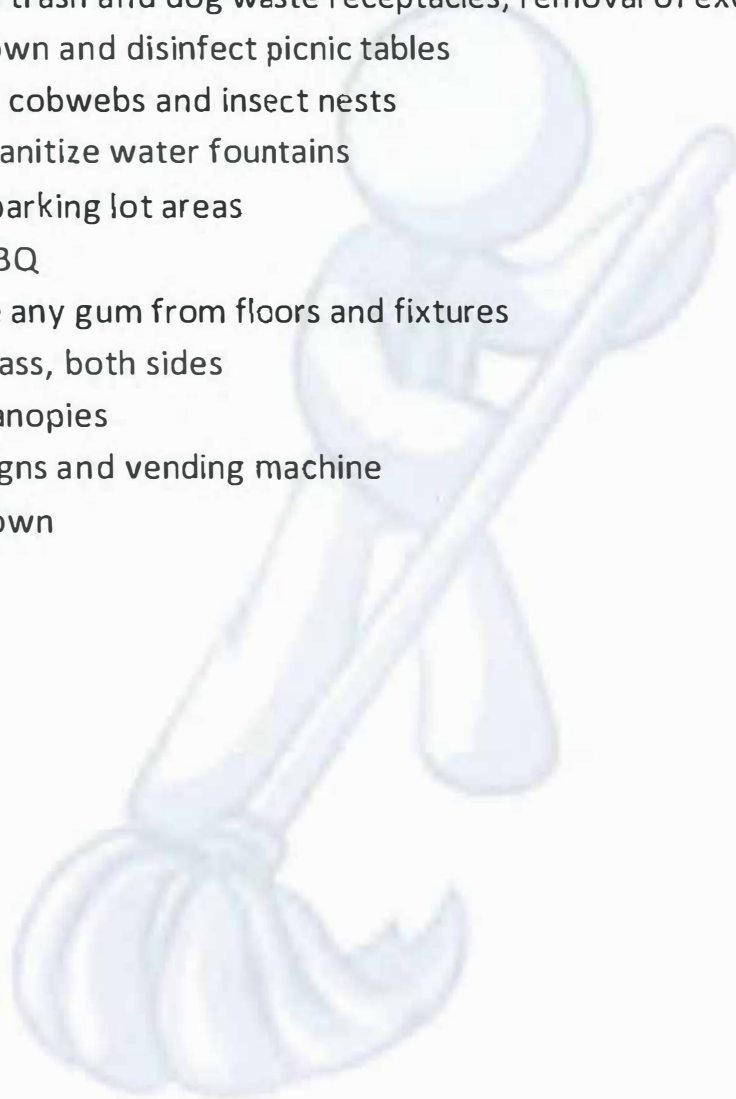
1. Clean lobby and hallway
2. Empty waste containers and clean
3. Clean/ Sanitize water fountains
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12. Set up tables, chairs and facility furniture in accordance to event
13. Clean computers and TV screens
14. Clean air conditioner vents
15. Change or clean air conditioner filters
16. Dust blinds
17. Clean refrigerator and kitchen fixtures

# Outdoor Areas Miami Janitorial Supplies, Inc.

Tel: 786-408-5008 or restrooms complete cleaning and restocks

Fax: 786-347-7484

2. Playground area
3. Picnic area
4. Sports courts
5. Sidewalks, exercise trails, brick areas, drive ways
6. Entrances, fence lines, charcoal grill
7. Emptied trash and dog waste receptacles, removal of excrement
8. Wipe down and disinfect picnic tables
9. Remove cobwebs and insect nests
10. Clean/ sanitize water fountains
11. Sweep parking lot areas
12. Clean BBQ
13. Remove any gum from floors and fixtures
14. Clean glass, both sides
15. Clean canopies
16. Clean signs and vending machine
17. Wipe down





# Miami Janitorial Supplies, Inc.

Tel: 786 408 5008

We have the right solutions!

Tel-Fax: 305 556 6156

## MIAMI LAKES WORK PLAN

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Tel: 786 408 5008

We have the right solutions!

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# Miami Janitorial Supplies, Inc.

Tel: 786-408-5008

We have the right solutions!

Fax: 786-347-7484

## Town of Miami Lakes

### Government Center

#### Indoor Area

1. Clean lobby and hallway
2. Empty waste containers and clean
3. Clean/ Sanitize water fountains
4. Dust mop and damp mop tile floors
5. Spot clean carpet
6. Reset moved lobby, office and hallway furniture
7. Clean lobby and hallway furniture, table tops
8. Spot clean walls and doors
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15. Change or clean air conditioner filters
16. Dust blinds
17. Clean refrigerator and kitchen fixtures

# TAB 7

7

FORM AK  
FORM NCA  
FORM PR

FORM PEC  
FORM COI  
FORM PRA

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA        }  
                                      }  
COUNTY OF MIAMI-DADE    }       SS:

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 Town of Miami Lakes, 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: CARMELA R. DIAZ

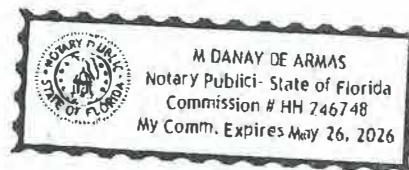
Title: PRESIDENT

BEFORE ME, the undersigned authority, personally appeared Carmela R. Diaz to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that she has executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 2 day of March, 23.

My Commission Expires: May 26 2026

[Signature]  
Notary Public State of Florida at Large



**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

**SECTION 287.133(3)(a), FLORIDA STATUTES**

**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 the Town of Miami Lakes

by CARDELA R. DIAZ  
[print individual's name and title]

for MIAMI TUTORIAL SUPPLIES, INC.  
[print name of entity submitting sworn statement]

whose business address is

10651 NW 132nd St. Unit 103  
HALEAH GARDENS, FL 33018

and (if applicable) its Federal Employer Identification Number (FEIN) is 83-0386237

(If the entity has 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)9g), 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 the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An 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, executives, 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 prima 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 Paragraph 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 "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

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

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ This 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 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 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.**

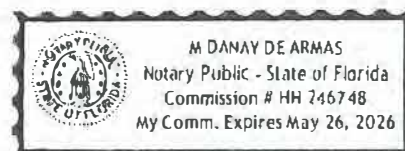
BEFORE ME, the undersigned authority, personally appeared Carmela R. Dias to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that she has executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 2 day of March, 23.

My Commission Expires:

May 26, 2026

Notary Public State of Florida at Large





**NON-COLLUSIVE AFFIDAVIT**

State of FLORIDA

} 55:

County of MIAMI-DADE

CARNELA R. DIAZ being first duly sworn, deposes and says that:

- a) He/she is the MIAMI JANITORIAL SUPPLIES, INC. (Owner, Partner, Officer, Representative or Agent) of MIAMI JANITORIAL SUPPLIES, INC. the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) 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 Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal 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;
- e) Price or prices quoted in the attached Proposal 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:

[Signature]  
Witness  
[Signature]  
Witness

By: Carmela Diaz

CARNELA R. DIAZ  
(Printed Name)

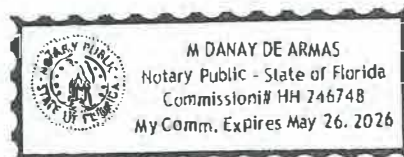
PRESIDENT  
(Title)

BEFORE ME, the undersigned authority, personally appeared Carmela R. Diaz to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that she has executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 2 day of March, 23.

My Commission Expires: May 26 2026

[Signature]  
Notary Public State of Florida at Large



**CONFLICT OF INTEREST AFFIDAVIT**

State of FLORIDA

County of MIAMI-DADE } SS:

CARMELA R. DIAZ being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of MIAMI JANITORIAL SERVICES INC the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town 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 Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness  
[Signature]  
Witness

By: Carmela Diaz

CARMELA R. DIAZ  
(Printed Name)

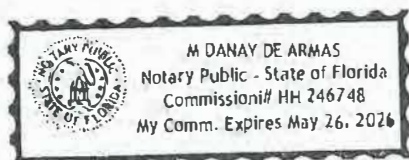
RESIDENT  
(Title)

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My Commission Expires: May 26, 2026

[Signature]  
Notary Public State of Florida at Large



Form COI

[Signature]



## COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
  - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 3. 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
  - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement 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 TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: MIAMI JANITORIAL SUPPLIES, INC

Authorized representative (print): CARNELA R. DIAZ

Authorized representative (signature): Carnele Diaz Date: 03-02-2023

**PUBLIC RELATIONS AFFIDAVIT**

Bidder's Name: MIAMI JANITORIAL SUPPLIES INC. Solicitation No.: 2023-16

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

NONE

|           |            |              |
|-----------|------------|--------------|
| Last name | First name | Relationship |
|-----------|------------|--------------|

|           |            |              |
|-----------|------------|--------------|
| Last name | First name | Relationship |
|-----------|------------|--------------|

|           |            |              |
|-----------|------------|--------------|
| Last name | First name | Relationship |
|-----------|------------|--------------|

- b) Any family relationships with any employee or elected representative of the Town.

NONE

|           |            |              |
|-----------|------------|--------------|
| Last name | First name | Relationship |
|-----------|------------|--------------|

|           |            |              |
|-----------|------------|--------------|
| Last name | First name | Relationship |
|-----------|------------|--------------|

|           |            |              |
|-----------|------------|--------------|
| Last name | First name | Relationship |
|-----------|------------|--------------|

Carmela Diaz  
Authorized Signature

03-02-2023  
Date:

CARMELA R-DIAZ  
Print Name

PRESIDENT  
Title:

## DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that 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 response 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 responses will be followed if none of the tied providers has 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's policy of maintaining a 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 proposal 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 proposal, 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 894, Florida Statutes, 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 any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

MIAMI JANITORIAL SUPPLIES, INC  
Company Name:

03-03-2023  
Date

Carmela Diaz  
Authorized Signature:

CARMELA R-DIAZ - PRESIDENT  
Printed Name and Title

OD



**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Miami Landmark Supply, a corporation organized and existing under the laws of the State of Florida, held on the 1<sup>st</sup> day of March, 2023, a resolution was duly passed and adopted authorizing (Name) Carmela R. Diaz as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 1 day of March, 2023.

Secretary: Carmela Diaz

Print: Carmela R. Diaz

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of N/A, a partnership organized and existing under the laws of the State of FL, held on the \_\_\_ day of \_\_\_, \_\_\_, a resolution was duly passed and adopted authorizing (Name)     as (Title)     of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_\_.

Partner: \_\_\_\_\_

Print: \_\_\_\_\_



NOTARIZATION

STATE OF Florida )

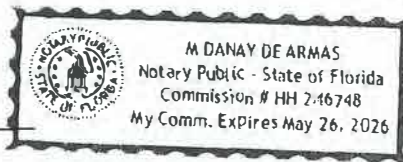
COUNTY OF Dade ) SS:

The foregoing instrument was acknowledged before me this 2 day of March, 2023, by Carmela R. Diaz, who is personally known to me or who has produced \_\_\_\_\_ as identification and who (☐ did / ☐ did not) take an oath.



SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

M Danay de Armas  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC



CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)

I HEREBY CERTIFY that, I (Name) CARMELA R. DIAZ, individually and doing business as (d/b/a) MIAMI PANTRY SUPPLIES, INC (If Applicable) have executed and am bound by the terms of the

Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this 2 day of March, 2022

Signed: Carmela Diaz

Print: CARMELA R. DIAZ

## DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that 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 response 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 responses will be followed if none of the tied providers has 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's policy of maintaining a 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 proposal 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 proposal, 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 894, Florida Statutes, 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 any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Miami Janitorial Supplies, Inc

Company Name:

9-7-2023

Date

Carolina Diaz

Authorized Signature:

Carolina R. Diaz

Printed Name and Title