

Emergency work will be considered any unforeseen unanticipated work not listed under routine/project work. For the purpose of this clause, response time will mean “on-site and prepared to work”. If the Successful Proposer cannot provide assistance in the time specified by the City, the City has the option to seek other vendors. If the emergency situation was caused by the Successful Proposer, the City shall have the immediate right to complete the work to its satisfaction and deduct the amount necessary from the following month’s payment to recover the City's cost to correct the situation. Successful Proposer(s) shall have a phone number where they can be immediately contacted 24 hrs. a day.

3.12.1 Authorized Representatives

The City will use the contact list provided by the Successful Proposer to call the assigned designated personnel having full authority in representing the Successful Proposer. All call-ins for either emergency response or special requests will be logged by the City. The Successful Proposer will guarantee the response times as previously indicated and the City will log the time and date the call was placed to the Successful Proposer for response verification.

3.13 Compliance and Quality Assurance:

It is the intent of the City to assure that all of the City-Wide facilities serviced are maintained at all times in a clean fashion. It is also the intent of the City to be assured that the Successful Proposer fully complies with all aspects of the contract. To ensure that the compliance is consistent, the following procedure shall be established and adhered to, in order to provide a comprehensive quality assurance procedure.

- 3.13.1 Daily Logs:** The Successful Proposer shall provide daily logs at each of the facilities, for use by the Successful Proposer’s employees. This log shall consist of every task that is performed within that facility. Each task shall be listed individually. Next to each task will be an indication of whether the task is to be performed daily, twice weekly, weekly, monthly, etc. Next to the schedule of the task performed, shall be a line for the employee's initials that shall verify that the task had been performed according to the schedule. At the bottom of this form shall be a place for the signature of the employee’s Supervisor who has, by inspection, verified that the task had been completed. Any incomplete tasks must be completed by the following day. These logs are to be maintained in a book, located within the facility, and shall be utilized by the Supervisor for verification that the work has been completed according to schedule.
- 3.13.2 Weekly Review Meeting:** Each week the Successful Proposer’s assigned representative shall meet with the Project manager or designee, for a weekly meeting to review the log sheets, as well as any complaints that may have been received, resulting from City’s inspections; or any additional work requests that may become necessary, or that the City may wish to have the Successful Proposer accomplish. During this meeting, the City’s Project manager or designee will initial the log reports, copy them, and file them.
- 3.13.3 Monthly Inspections:** A joint inspection made by both the City’s designated representative and the Successful Proposer’s designated representative will be conducted each month. All facilities will be toured and inspected for compliance and quality assurance. Within 5 business days of the inspection, the Successful Proposer must rectify any facilities that are found not in compliance with the requirements of the inspection.

3.13.4 Quality Assurance Surveys: On a random basis, the City will conduct a written survey of all the departments, evaluating the performance of the Successful Proposer. These written responses will be kept on file and made available to the Successful Proposer's representative for review. It should be noted that if more than 50% of the survey responses are returned with unfavorable comments, in any one period, this may be considered just cause for termination of the Contract.

3.13.5 Facility Inspections: The City's Project manager or designee will make periodic facility inspections to assure compliance and quality assurance. The results of these inspections may be submitted in writing by a letter that will outline any negative results found on these inspections, which will need correction, in addition to the weekly review meetings, or direct notice to the Successful Proposer.

3.14 Physical Damages

Any and all damages to any facility or the contents of both interior and exterior of all facilities that is caused by the Successful Proposer's employees shall be liable to the Successful Proposer. The Project manager shall inform the Successful Proposer of the cost for repair or replacement of any damaged items. This notification will be done through letter with the cost billed to the Successful Proposer, clearly outlined. The Successful Proposer's employees are required to immediately report any damages to the Project manager or designee.

3.15 Use of Electrical Utility

The Successful Proposer's employees may use the electrical services for the running of vacuum cleaners and other electrical equipment. It shall be noted that should any electrical item, (such as calculators) be unplugged, so that the employee may use the outlet, the employee must re-plug in the equipment. Under no circumstances shall an employee, at any time, unplug any computer, or computer equipment.

In some facilities there are electrical switches for lights, which are automatic light switches. These do not appear as normal light switches, as they are usually a box with a sensor on it, and a switch in the middle. These light switches are not to be turned on or off, as it is intended that the lights will come on automatically by sensing someone entering the room. The City will point out these devices to the prospective Proposer if requested to do so during the pre-proposal site inspections.

Special notation should be made that the Successful Proposer shall not clean computer equipment. When dusting around computers, or computer equipment, employees must be careful not to dust the equipment itself, or to allow dust to settle on the equipment, as this may cause damage to the equipment, for which the Successful Proposer will be liable for these damages. Other electrical items such as television sets may be dusted on the exterior cabinet by the employee, however the electrical portion, such as the area for controls should not be cleaned by the Successful Proposer's employees.

3.16 Holidays

The Successful Proposer shall observe the Holidays that the City observes. Any changes on City observed Holidays will be provided by the Project manager or designee. No services will be required on Holidays, except for Fire, Police and Parks facilities. The Successful Proposer's personnel assigned to service said locations must be available 365 days a year.

Unless indicated otherwise by the City's Project manager or designee, should the Successful Proposer work on any of the City's Holidays, either as a Special Request or to complete a task that the Successful Proposer is responsible for, there shall be no additional money paid to the Successful Proposer for working on Holidays.

The holidays recognized by the City are as follows:

1. January 1	New Year's Day	7. November	Veteran's Day
2. January	Martin Luther King Day	8. November	Thanksgiving Day
3. January	Presidents Day	9. November	Day after Thanksgiving
4. May	Memorial Day	10. December	Day before Christmas
5. July 4	Independence Day	11. December	Christmas Day
6. September	Labor Day		

3.17 Safety

The Successful Proposer shall require their employees to perform all tasks in a safe manner. The Successful Proposer will supply the employees with necessary protective items such as gloves, safety goggles, and so forth, when necessary to use these items, based on the nature of the task being performed. The Successful Proposer' employees shall at all times, wear proper shoes and clothing suitable for the type of work being performed. The employees will be required to wear Successful Proposer's uniforms, and these uniforms must meet any and all practical safety standards.

3.17.1 Signage: The Successful Proposer shall provide the employees with the proper signage required to perform tasks, for example, wet floor signs, slippery when wet signs, or other cautionary type of signs. The Successful Proposer shall supply an adequate amount of the signs in order to properly protect an entire area while work is being performed.

3.17.2 Accident Reports: Any accident or injury that occurs to an employee of the Successful Proposer, the Successful Proposer shall notify the Project manager or designee immediately, or as soon as possible of the accident including all details of the accident. The City will complete an Accident Report with the information provided by the employee, as well as the City's investigation of the accident. This report will be kept on file in the City's Risk Management Department.

3.18 Business Considerations

The Successful Proposer must adhere to any request by the City for business considerations as far as time frames for work or method of work. The Successful Proposer should understand that in some cases, facilities will be maintained during regular business hours, and some facilities will be maintained after business hours. The facilities that are maintained during regular business hours must be recognized in that the Successful Proposer's employees are not to interfere with the City's employees conducting business. This is to include requests not to run vacuum cleaners while persons are using telephones, or to mop floors in occupied rooms, or any other disturbance that may be caused by performing routine tasks. In cases where facilities are open to the outside public, the Successful Proposer's employees must not interfere with the public's accessibility in and out of the facility, or the public's ability to conduct business, or otherwise utilize the facility.

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Section 4.0 Minimum Qualification Requirements

The following represent the minimum qualification requirements for a Proposer to be deemed responsive by the City, and Proposer shall satisfy each of the following minimum requirements cited below. Each of these minimum qualifications must be addressed in detail in its submittal to determine Proposer's responsiveness. Failure to meet each of the following qualification requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the submittal being deemed non-responsive.

(1) PROPOSERS SHALL:

- (a) Be regularly engaged in the business of providing the services described in this RFP for a minimum of five (5) years. **Required:** Three (3) client references including name, contact information including address/telephone/email, length of services provided (start and end date), and the actual services provided to the client, including total number of facilities serviced and total square footage under contract).
- (b) Provide proof of active status or documentation evidencing Proposer is currently seeking active status with the Florida Department of State, Division of Corporation. **Required:** Current Florida Department of State, Division of Corporation certificate or equivalent document.
- (c) Provide financial statements for each of the last two (2) complete fiscal years. **Required:** Provide, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements must be certified by an independent Certified Public Accountant.

At City's sole discretion, it may be determined that a Proposer is not "qualified", "non-responsive" and/or "not responsible". The proposal may be rejected for any of, **but not limited to**, the following reasons:

- (a) Evidence of collusion with other Proposers. Participants in such collusion shall be disqualified for any further work from the City until such time as they are reinstated.
- (b) Submission of more than one Proposal for the same Agreement under the same or different names, in which case all such duplicated Proposals shall be rejected.
- (c) Proposer lacks qualifications or resources necessary to fulfill the intent of the Agreement.
- (d) Unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress, or standards of performance agreed upon in the Agreement as substantiated by past or current work with the City.
- (e) Proposer has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service Agreement.
- (f) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined from a prepared survey of Proposer's capability to perform the work.

Section 5.0 Evaluation / Selection Process

5.1 Evaluation Procedures

- (a) The Purchasing Division shall review all Proposal submissions for responsiveness to the requirements of the RFP. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this RFP. The Purchasing Division will also evaluate the Proposers(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.
- (b) The City of Hialeah shall be the sole judge in determining Proposer responsiveness.
- (c) As part of the evaluation process, the City may conduct background investigations of Proposer, its officials and employees, including a record check by or directed by the City of Hialeah Police Department through FDLE and/or other databases. Proposer submission of Proposal constitutes acknowledgment of the process and consent to such investigation.

5.2 Method of Evaluation

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

In evaluating the submittals received, the Evaluation Committee may review and score the submittals with or without conducting interview sessions or oral presentations. The Evaluation Committee may also establish a short list of no less than three (3) Proposers (if more than 3 submissions are received) deemed to be the most highly qualified to perform the required services. The short-listed Proposers may be required to be present for interview sessions / oral presentations before the Evaluation Committee.

At the conclusion of the meeting, the Evaluation Committee will score each individual Proposer based on the Evaluation Criteria outlined in Section 5.3. Each member of the committee will add together the criteria points assigned to each Proposer. The Purchasing Division will tabulate the scores assigned by each member to develop a Total Aggregate Score for each Proposer. (see example below).

The Purchasing Division Director will review the Evaluation Committee's recommendation and submit a recommendation to the Mayor and City Council for review and authorization to proceed with Contract Negotiations.

Proposer	Committee Member 1 (Total Score)	Committee Member 2 (Total Score)	Committee Member 3 (Total Score)	Total Aggregate Score	Final Ranking
Proposer A	75	60	68	203	1
Proposer B	90	48	55	193	2
Proposer C	80	51	36	167	3

5.3 Evaluation Criteria

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

	Category	Points
a)	Experience and Qualifications	30
b)	Project Understanding, Proposed Approach, and Methodology	40
c)	Past Performance and References	10
d)	Overall Cost	20
	Total Points	100

Proposer Evaluation Criteria Breakdown:

a) Experience and Qualifications

Total Points: 30

- Proposer’s qualifications including, but not limited to, company history and description, number of years in business, size, number of employees, office location, licenses/certifications, credentials, capabilities and capacity to meet the City’s needs: **Points 10**
- Proposer’s relevant knowledge and experience in providing the services described in the “Scope of Services” to public sector agencies similar in size to the City of Hialeah: **Points: 5**
 - Financial statements **Points: 5**
 - Qualifications and experience of all proposed key personnel: **Points: 10**

b) Proposed Approach and Methodology

Total Points: 40

- Proposer’s overall detailed understanding, approach and methodology to perform the services solicited herein. Understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time, communication with City staff, and Proposer’s intent to positively and innovatively work with the City in providing the services outlined in this RFP. **Points: 8**
- Proposer’s proposed personnel plan, outlining proposed number of workers and site supervisors for each facility listed under RFP Section 3.10 titled “Personnel Staffing Schedule”. Detailed plan for hiring, retaining, and training that identifies the methods for ensuring Proposer’s staff, including management personnel, are maintaining industry standards in training and best practices. Plan’s explanation of how Proposer intends to comply with the City’s background checks requirements of personnel that will be assigned to perform services under this RFP. **Points: 8**

- **Proposed Equipment and Tools:** List of proposed equipment and tools for services under this RFP. List identifies equipment name and type, and includes a set of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures) for the equipment the Proposer has on hand to be used in conjunction with the services of this RFP. Proposer's approach and methodology to have available additional or necessary equipment which may be needed to perform routine tasks and project work. Proposer's approach and methodology to ensure all required equipment is maintained or replaced to ensure your equipment is always in quality working order. **Points: 3**
- **Proposed Cleaning Products, Material, and Supplies:** List of the cleaning products, material and supplies the Proposer plans to use in conjunction with the services of this RFP. List includes the product name, manufacturer, and product type for each item. List is accompanied with a complete set of product information sheets (such as material safety data sheets, standard manufacturer information sheets, catalogues, and brochures) for each item. Approach and methodology to have available additional or necessary products, materials, and supplies which may be needed to perform routine tasks and project work. **Points: 3**
- **Quality Assurance Plan:** Proposed quality assurance plan, inspection procedures, and reporting system that will be used to monitor performance standards under this RFP. Proposed plan clearly explains how the Proposer intends to comply with the quality assurance requirements described in the RFP's scope of services and Proposer's plan to handle complaints from the City due to non-performance. **Points: 8**
- Current and projected workload for the Proposer and personnel assigned to the City's account. Explanation as to how this potential contract will fit into the Proposer's workload and how it plans to distribute resources and personnel, amongst its various clients, during routing work. (i.e. tropical storm, hurricane...etc). **Points: 5**
- Proposer's capabilities and approach to respond to emergency or disaster situations including but not limited to: pre- and post-tropical storms and hurricanes, supply of specialized equipment required for water extraction, spills, bad odor disinfestation, and deep cleaning/disinfection. **Points: 5**

c) Past Performance and References

Total Points: 10

- Provide a minimum of three (3) references (but no more than five (5) for which Proposer has performed similar scope of services in the past five (5) years. Proposers **MUST NOT** include City of Hialeah work or employees as references. **Points: 5**
- Public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. **Points: 3**
- Incidents within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP. **Points: 2**

d) Overall Cost

Total Points: 20

- Proposed pricing as shown on the Proposal Pricing Form. **Points: 20**

Section 6.0 General Conditions

6.1 Acceptance/Rejection

The City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities. As a matter of information, the City Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of an agreement, to deliver on time any agreements with the City, and who is not in a position to perform the requirements defined in this RFP. This offering of RFP itself does not in any way constitute an agreement between the City of Hialeah and the Proposer(s).

6.2 Legal Requirements

The Proposer shall comply with all rules, regulations and laws of the City of Hialeah, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

6.3 Non-Appropriation of funds

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Agreement, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Proposer, without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any vendor(s).

6.4 Occupational License Requirements (Business Tax Receipt Requirements)

Any person, firm, corporation or joint venture, with a business location in the City of Hialeah who is submitting a Proposal response under this solicitation, shall meet the City's Business Tax Requirements.

Others with a location outside the City of Hialeah shall meet their local, Business Tax requirements. Copy of the license must be submitted with the Proposal; however, the City may, at its sole option and in its best interest, allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

6.5 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

6.6 Review of Responses for Responsiveness

Each Response will be reviewed by the Purchasing Division to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

6.7 Collusion

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

6.8 Sub-Contractor

A Sub-Contractor is an individual or firm contracted by the Proposer(s) to assist in the performance of services required under this RFP. A Sub-Contractor shall be paid through Proposer(s) and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this RFP. Proposer(s) shall clearly reflect in its Response the major Sub-Contractor to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Proposer(s) and insurance for each Sub-Contractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all major Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractor from performing work under this RFP.

Proposer(s) shall include in their Responses the requested Sub-Contractor information and include all relevant information required of the Proposer(s).

6.9 Substitutions for Assigned Personnel

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

6.10 Florida Public Records Law

Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides **notice of a decision or intended decision or within 30 days after bid or proposal opening, whichever is earlier.**

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Proposer also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Proposer agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

6.11 Purchasing Agreements with Other Government Agencies:

At the option of the awarded vendor, the submission of any solicitation response to this Request for Proposal constitutes a proposal made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities.

Each governmental agency desiring to accept these Proposals, and make an award thereof, shall do so independently of any other governmental agency. Each agency responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this proposal.

6.12 Protection of Property / Safety Concerns:

The successful Proposer shall at all-time take precautions to avoid any damage or loss property of the City, and shall replace and repair to the City’s satisfaction any loss or damage at Proposer’s expense. Proposer shall adhere at all times to all safety concerns regarding employees and visitors to the facility(s).

Precautions shall be exercised at all times for the protection of persons and property. All Proposers and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this agreement, as applicable. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

6.13 Invoicing & Payment

Invoices shall contain purchase order number, or services performed including if applicable, service data, number of labor hours for each worker, hourly rate(s) for each worker, total employee hours billed. Copies or invoices or other appropriate documentation shall be provided for each job to support their actual cost prior to reimbursement. The Proposer, upon request by the City, shall supply additional documentation.

Proposer will be paid in monthly installments. Payment is made according to the actual number of labor hours worked. Partial or full payment can be withheld until work is completed to the satisfaction of the City.

6.14 Auditing of Records

The successful Proposer’s book and records as they relate to the anticipated agreement must be made available for inspection and audit upon receipt of three (3) days prior written notice from the City and remain available for City or other applicable sources for inspection for at least three (3) years following the expiration of the agreement.

6.15 Cone of Silence / Conflict of Interest and Code of Ethics

After the advertisement of this Request for Proposal, all communications concerning this Solicitation should be directed to the City’s Purchasing Division Director. Potential Proposers and their agents and employees shall not contact the Mayor, any member of the City Council, or any member of the City staff, except the Purchasing Division Director, to discuss this Solicitation. Notwithstanding any other provision of this section, the imposition of a cone of silence on this Request for Proposal shall not preclude purchasing staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, Proposer, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

This Section 6.15 does not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the City Council during any duly noticed public meeting. A copy of all written communications must be filed with the City Clerk.

The City’s conflict of interest guidelines is contained in Chapter 26 of the City Code, as amended, and the guidelines shall apply to any Proposal submitted in response to this Solicitation. Each Proposer, City employee, Councilmember, and the Mayor also must comply with any applicable requirements set forth in Section 2-11.1 (Conflict of Interest and Code of Ethics Ordinance) of the Miami-Dade County Code of Ordinances. Proposers should be aware that no Person under the City’s employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation may have any personal financial interest, directly or indirectly, with any vendor providing professional services on work assigned to the Proposer, except as fully disclosed to and approved by the City. No Person having such an interest shall be employed by the Proposer to work on this project.

6.16 Trade Secret, Proprietary or Confidential Information

The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that the information in the submittal as protected or confidential, the City may, in its' sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the submittal. Under no circumstances shall the City request the withdrawal of the confidentiality restriction if such decision, solely based on the City's discretion, would offer the Proposer a competitive advantage over other Proposers. The redaction or return of information pursuant to this clause may render a submittal non-responsive.

6.17 Single Proposal

Only one (1) response from a Proposer will be considered in response to this Formal Solicitation. Submission of more than one Response for the same Contract under the same or different names will deem all such duplicated Responses non-responsive and all shall be rejected.

6.18 Estimated Quantities

Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to actual quantities during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of evaluating a response or determining the most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices proposed or at lower prices.

6.19 Employee Eligibility Verification

Contractor shall execute and submit the affidavit as prescribed by the City, affirming that the Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The contractor shall provide as part of their response the E-Verify affidavit to verify compliance with F.S. 448.095 requirements. To learn more about the program and enroll, please visit: <https://www.e-verify.gov/>

6.20 Liquidated Damages

The City and Proposer recognize that liquidated damages requirements are appropriate if parties to a contract may reasonably expect to incur damages in the form of increased costs resulting from failure to complete services of the contract.

6.21 Price Adjustments

Unit Prices shall remain fixed and firm for the initial three (3) year term of the agreement, and the proposer shall also provide renewal increase options. Annual price adjustments may be authorized by the City. The Successful Proposer is responsible for requesting any price adjustment and submitting documentation requesting said adjustment to the Finance Department, Purchasing Division. The basis for the price adjustment shall be clearly documented and explained by the Successful Proposer. It shall be further understood that the City reserves the right to negotiate and/or reject any price adjustments. Any allowable price adjustments shall not exceed 5% (increase or decrease) or CPI increase whichever is lower.

6.22 Security

A. General:

- i. Except during normal duty hour operations (7:30 AM to 5:00 PM), all entrances to City buildings shall be locked while Proposer's employees are in the buildings. These doors must be attended to at all times when opened for removal of trash.
- ii. Any and all interior doors unlocked by the Successful Proposer's employees for cleaning purposes shall be re-locked after completion of services. All interior doors shall be closed unless otherwise indicated by special instructions.

B. Key Control:

- i. The Successful Proposer shall establish and implement methods of ensuring that all keys issued by the City are not lost or misplaced and are not released to unauthorized persons. No key issued by the City shall be duplicated by the Successful Proposer or by any of his designated representatives for any purposes whatsoever.
- ii. The Successful Proposer must store all City-issued keys for Affordable Housing buildings in key boxes provided by the City.
- iii. The Successful Proposer shall report the lost keys to the Project manager or designee no later than the beginning of the next day.
- iv. The Successful Proposer shall be charged cost plus labor for having any lost key duplicated. If the Project manager or designee determines that a change of locks is necessary as a result of a loss of keys, the Successful Proposer shall be required to defray the cost of having any applicable locks changed and/or re-keying the locks, which will be deducted from the monthly payments due the Proposer.

6.23 Conservation of Utilities:

The Successful Proposer shall be responsible for instructing employees in the utility's conservation practices. The Successful Proposer shall be responsible for operating under conditions, which preclude the waste of utilities including, but not necessarily be limited to:

- i. Lights shall be used only in areas where at the time the work is actually being performed.
- ii. Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by workers. The controls are not to be turned off by the Successful Proposer in any facilities, unless otherwise indicated by the City.
- iii. Water faucets or valves shall be turned off after the required usage has been accomplished.

6.24 Codes/Regulations/Permits:

The Successful Proposer shall obtain and pay for all licenses, permits, and inspections fees required for providing the work solicited in this RFP. Successful Proposer shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated within the proposal. The Successful Proposer shall be familiar with all State and Local laws, ordinances, code, rules and regulations that may in any way affect the proposed work. Ignorance on the part of the Successful Proposer will in no way relieve the Successful Proposer from any responsibilities or liabilities.

6.25 Invoicing/Payment for Service:

The City shall make no advance payments of any kind. The Successful Proposer shall invoice the City for services rendered on a monthly basis, following the month the services were performed. Each facility must be separately invoiced. Each additional work request that is in addition to normally scheduled work under the contract must be separately invoiced. Each invoice shall contain the following information:

- Dates of work billed.
- Location of work or facility name.
- Type of work, i.e. monthly service or specific special request.
- Amount of invoice.
- Purchase order number.
- Work Order number for work outside of normally scheduled work

The invoices shall be sent to the Project manager, where they will be reviewed and approved; then forwarded to the Finance Department, for payment. Any questions or disputes concerning the invoices should be directed first to the Project manager, to be resolved, or to the Finance Department when questioning or receiving payments for invoices submitted.

6.26 Additional Work/Special Requests:

The City may request special services to supplement the services in this RFP. This may include but not be limited to, special event preparation and cleaning. The Successful Proposer shall pre-estimate the cost of the requested work based on the time and material rates for “Additional Services / Special Requests” requested under RFP Appendix C – Cost Proposal.

If the City determines the estimate received is reasonable, the Successful Proposer shall be issued a Purchase Order and/or work order for additional work with a not-to-exceed amount. The Purchase Order and/or work order will authorize the Successful Proposer to perform the work. The Successful Proposer shall invoice the City separately for additional requested work. The invoice will include all required billing information and in addition, the Purchase Order and work order number authorizing the work. The invoice must include the actual quantity of work performed as well as a description of the work performed and the total amount billed.

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**Section 7.0
Submission Instructions**

IT IS THE RESPONSIBILITY OF EACH PROPOSER TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS COMPLETE AND ADDRESSES ALL OF THE REQUIREMENTS SET FORTH IN THIS SOLICITATION.

7.1 ORIGINAL AND COPIES OF PROPOSAL

Proposals must be submitted in a sealed packet clearly marked with the name of the Proposer and the following reference: “Request for Proposal No. 2022-23-8500-36-039, “City-Wide Janitorial Maintenance Services.”

Proposers desiring consideration should submit one (1) original, clearly marked or stamped as such and three (3) hard copies, and two (2) electric copies via thumb drive-one in read-only format, marked Qualifications Packet, and the other the Cost Packet of their Proposals to: City Clerk, City of Hialeah, 501 Palm Avenue, 3rd Floor, Hialeah, Florida 33010.

No negotiations, decisions or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from the Purchasing Division Director may be considered as a duly authorized expression. Also, only communications from Proposers which are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

A. Qualifications Package

The Qualifications Package shall contain all of the information and forms requested in this RFP, but not the required Cost Package, separated into sections provided below and clearly marked or tabbed. The Qualifications Package and shall be provided separately form the Cost package. The package shall be sealed and identified as the Qualifications Package.

B. Cost Package

The Cost Package shall contain the Cost Proposal Form(s) that is contained in Appendix C to this Solicitation. In Appendix C – Cost Proposal, the Proposer shall identify the rates to perform it services. No other fees, charges or costs shall be assessed or charged against the City other than any stipulated in Appendix C. This is the only document that needs to be included in the Cost Package. This package shall be submitted in a sealed envelope, separate for the Qualifications Package, and identified as the Cost Package.

7.2 TABBING OF SECTIONS

Each section of the proposal shall be separated by a physical tab or divider to ensure that necessary documents are not overlooked. You may label each tab as A, B, C, etc. or Chapter 1, 2, 3 etc. to conform with the information requested. If a tab section does not apply to you, you should put “Not Applicable” on the tab divider page on or a sheet of paper.

7.3 QUALIFICATIONS PACKAGE

The package shall contain all of the information and forms requested in this RFP. The package shall be prepared in the following sequence and format:

CHAPTER 1 – LETTER OF INTENT

Each Proposer shall submit a letter of intent, which shall be signed by an officer of the company or other Person authorized to commit the Proposer to the terms presented in its Proposal. The letter of intent must expressly state that the Proposer will provide the services requested in the RFP, for the prices submitted with the RFP.

CHAPTER 2 – STATEMENT OF ORGANIZATION

Each Proposer shall provide information concerning the Proposer's basic organizational structure by completing Form 1, Proposer's Statement of Organization.

A Proposer may provide any additional information that will assist the City in understanding the Proposer's organization.

Each Proposer must submit a certificate or other appropriate documentation demonstrating that: (a) the Proposer is authorized or otherwise approved to conduct business in the State of Florida; and (b) if the Proposer is a partnership or limited liability partnership, or the other legally reorganized organizational structure and that it is in good standing. Further, the Proposer shall submit a certificate, resolution, or other documentation confirming that the Person signing the City's forms is duly authorized to bind the Proposer to the terms in its Proposal.

Each Proposer must state whether it currently is a registered vendor in the City of Hialeah. If the Proposer currently is registered, please submit the vendor's registration number issued by the City of Hialeah or other documentation to demonstrate that the Proposer is authorized to conduct business in the City. The Proposer should include the location of its offices, particularly the office that would oversee this engagement.

CHAPTER 3 – SUBCONTRACTORS

Each Proposer must identify each subcontractor (if any) that the Proposer intends to use under this RFP. The Proposer must complete Subcontractors Form, Form 2 in the appendix, concerning its subcontractors. Among other things, the Proposer must describe the services to be provided by each subcontractor and demonstrate that the subcontractor is qualified to provide such services, and is otherwise meets the qualifications under this RFP.

CHAPTER 4 – EXPERIENCE

Each Proposal must submit all required experience and qualifications requested in Section 4 – Minimum Qualification Requirements.

CHAPTER 5 – CAPACITY TO PERFORM

Each proposer must provide information demonstrating that the proposer will be able to dedicate sufficient personnel, inventory, certifications and other resources to perform the services required under this RFP. Each proposer must identify and describe the resources it has available to service this City.

CHAPTER 6 – APPROACH TO CITY'S WORK

Each Proposal must include a description of the systematic approach and actions to be taken to provide the services requested under the RFP.

CHAPTER 7 – BANKRUPTCY MATTERS

Each Proposer must identify any pending or threatened bankruptcy proceeding involving the Proposer, its parent, a subsidiary, or an affiliate. The Proposer also must identify any bankruptcy proceedings that involved the Proposer, its parent, a subsidiary, or an affiliate that were filed or pending on or after January 1, 2013. If the Proposer has been involved in any such proceeding, the Proposer should describe the basic facts concerning such proceeding.

CHAPTER 8 – INSURANCE REQUIREMENTS

Each Proposer shall provide an “Information Only ACORD Certificate” in their Proposal, with the City (“City-Wide Janitorial Maintenance Services” - RFP No. 2022-23-8500-36-039) as the Certificate Holder, demonstrating the Proposer’s ability to obtain the required types and levels of insurance, as specified in Form 3 and Form 4. The ACORD certificate shall be issued by a company or companies authorized or otherwise approved to do business under the laws of the State of Florida.

CHAPTER 9 – LITIGATION HISTORY

Each Proposer shall identify each case since January 1, 2013 where:

- (a) a civil, criminal, administrative, bankruptcy or other similar proceeding was filed against the Proposer, if such proceeding arises from or is related to a dispute concerning the Proposer's rights, remedies or duties under a contract with a city, county, or other governmental entity for a similar scope of work/service to this RFP;
- (b) a city, county, or other governmental entity terminated a contract with the Proposer concerning a similar scope of work/service; or
- (b) administrative fines, liquidated damages, civil penalties, other penalties (collectively “penalties”) were assessed against or deducted from the Proposer’s payments under a contract with a city, county, or governmental entity for a similar scope of work/service to this RFP.

Each Proposer also shall identify each instance in which the Proposer paid more than ten thousand dollars (\$10,000) to settle a dispute with an organization and/or a governmental entity concerning the Proposer’s performance under contract for similar scope of work/service, and such payment occurred on or after January 1, 2013. The Proposer shall identify each such settlement agreement, and the amount paid by the Proposer, unless the settlement agreement explicitly prohibits the disclosure of the agreement’s existence.

For each case identified pursuant to this Chapter 9, the Proposer must describe the basic facts concerning the case, including the names of the parties and the current status of the case.

Each Proposer must disclose whether the Proposer, or any of its owners, officers, subsidiaries, or affiliates have been excluded, disqualified, or disbarred by any federal, state or local government or agency since January 1, 2013.

Each Proposer must disclose whether the Proposer, or any of its owners, officers, subsidiaries, or affiliates have in the last ten (10) years (i.e., on or after January 1, 2013): refused to enter into a contract for a similar scope of work to this RFP after an award had been made to the Proposer; or failed to complete a contract for a similar scope of work/service to this RFP; or been declared to be in default in any contract for a similar scope of work to this RFP. If any of these events have occurred, the Proposer should provide additional information to explain the basic facts concerning such event.

CHAPTER 10 – CRIMINAL CONVICTIONS, VIOLATIONS, AND PUBLIC ENTITY CRIMES

Each Proposer must provide a summary of each criminal conviction or fine or penalty imposed on the Proposer, or any of its partners, owners, officers, subsidiaries, or affiliates that occurred since January 1, 2013. For the purposes of this, Chapter 10, any Person who pleads “guilty” or “nolo contendere” or who is found guilty shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

Each Proposer also must provide a summary of each investigation or notice of violation initiated against the Proposer, or any of its owners, officers, subsidiaries, or affiliates by a local, state, or federal agency with regulatory jurisdiction over any aspect of the Proposer’s operations on or after January 1, 2013, concerning an alleged or actual violation of applicable law.

Each Proposer must complete and submit Form 5, which is included in Section 8 of this RFP. Form 5 is the Public Entity Crimes Affidavit. Form 5 must be notarized (i.e., signed in the presence of a Notary Public or other official).

CHAPTER 11 – PROPOSER’S NON-COLLUSION CERTIFICATION

Each Proposer must complete and execute the Non-Collusion Affidavit (Form 6), which is included in Section 8 of this RFP. Form 6 must be notarized.

CHAPTER 12 – CONFLICT OF INTEREST AND ETHICS

Each Proposer must confirm that the Proposer does not violate any of the following conflict of interest provisions:

- (a) To the best of its knowledge, no officer, director, agent, or employee of the Proposer, or any relative of an officer, director, agent, or employee of the Proposer, is also an employee of the City.
- (b) To the best of its knowledge, no City employee owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer or any of its subsidiaries or affiliates.
- (c) The Proposer does not own or have a financial interest in more than ten percent (10%) of any other Proposer, regardless of whether such ownership is direct or through a parent, subsidiary, or holding company of any other business entity.

Each Proposer shall list and describe any professional or financial relationship that it has or had with the City, its elected or appointed officials, its employees or agents, or any of its agencies or component units, during the past five (5) years (i.e., since January 1, 2018), together with a statement explaining why such relationships do not constitute a conflict of interest relative to the services sought in this RFP. The list of professional relationships should include any contracts between the Proposer and the City. Please note that such relationships, standing alone, do not qualify or disqualify a Proposer. The Proposer shall have an ongoing obligation to give the Purchasing Division Director prompt written notice of any other professional or financial relationships that it enters into with the City, its elected or appointed officials, its employees or agents, or any of its agencies or component units before the agreement is executed or an engagement approved.

Each Proposer must list all relationships that present potential, actual or perceived conflicts of interest in connection with the Proposer’s potential work under this Solicitation. With regard to each such conflict, please provide a brief explanation of the facts and issues involved in the potential conflict. If the Proposer is not aware of any potential conflict, the Proposer should state there are no such conflicts.

The City wishes to ensure that the person or persons who evaluate this RFP do not have any relationship with the RFP that would constitute a conflict of interest. Accordingly, each Proposer must identify all Persons that are involved with this Solicitation on behalf of the Proposer. In addition to the representatives previously addressed by the Proposer in their response to this Solicitation, please identify the names of any person serving as the Proposer’s lawyer, lobbyist, or public relations representative with regard to this Solicitation. The Proposer also must promptly notify the City Clerk in writing if any Person is added to this list after the submittal of the RFP.

If the Proposer is participating in any discussions concerning a merger, acquisition, partnership, or assignment of the agreement or engagement with the City, please identify the other person(s) that may be participating in the work performed thereunder.

CHAPTER 13 – DRUG-FREE WORKPLACE CERTIFICATION

Each Proposer shall certify that it has implemented a drug-free workplace program. A signed certification of compliance (Form 7 in Section 8 of this RFP) must be submitted with the RFP.

CHAPTER 14 – ACKNOWLEDGMENT OF ADDENDA

Each Proposer shall complete and sign the Acknowledgement of Addenda form 8 (Section 8 of this RFP) and shall include the form in the RFP. In the event any Proposer fails to acknowledge receipt of such addenda, their RFP shall nevertheless be construed as though the addenda had been received and acknowledged, and the submission of the RFP shall constitute the Proposer’s acknowledgment of receipt of all addenda, whether or not actually received by the Proposer. Any addenda or answers to written questions supplied by the City to participating Proposer's become part of this Request for Proposal and the resulting contract.

CHAPTER 15 – CERTIFICATION TO ACCURACY OF RFP

Each Proposer shall certify and attest, by executing Form 9 (Section 8 of this RFP), that all forms, affidavits and documents the Proposer has enclosed in the RFP are true and accurate. If the Proposer fails to attest to the truth and accuracy of such forms, affidavits and documents, the RFP shall be deemed non-responsive and it will not be considered. Form 9 must be notarized.

CHAPTER 16 – PROPOSER’S ACKNOWLEDGMENT

Each Proposer must execute and submit Form 10, which is entitled “Proposer’s Acknowledgment.”

CHAPTER 17 – CITY OF HIALEAH DISCLOSURE AFFIDAVIT

Each Proposer must complete and submit Form 11, which is entitled “City of Hialeah Disclosure Affidavit.” Form 11 must be notarized.

CHAPTER 18 – ASSIGNMENT OF ANTITRUST CLAIMS

Each Proposer must complete and submit Form 12, which is entitled “Assignment of Antitrust Claims.” Form 12 must be notarized.

CHAPTER 19 – E-VERIFY SWORN STATEMENT

Each Proposer must complete and submit Form 13, which is entitled “E-Verify Sworn Statement.” Form 13 must be notarized.

CHAPTER 20 – APPENDIX A – PROPOSER SUBMITTAL FORM

Each Proposer must complete and submit the “Form Submittal Form” contained in Appendix A of this RFP.

CHAPTER 21 – APPENDIX B – PROPOSER SUBMITTAL CHECKLIST

Each Proposer must complete and submit the “Submittal Checklist” contained in Appendix B of this RFP.

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SECTION 8
FORMS AND APPENDICES

Form 1. Proposer's Statement of Organization

1. Full Name of Proposer's Business:

2. Proposer's Principal Business Address:

3. Name, phone number, and e-mail address of Proposer's representative:

4. Form of Proposer's Business (e.g., Corporation, Partnership, Joint Venture, Other):

5. If Proposer is a partnership, please indicate the following:

(a) Date of organization: _____

(b) General or Limited Partnership _____

(c) If a Limited Partnership, identify the general partners: _____

(d) Provide the name and address of each partner:

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. If Proposer is a corporation, identify the state where the Proposer was incorporated and the date of incorporation: _____

7. If the Proposer is a foreign corporation, please identify:

(a) The date of registration with the Florida Secretary of State

Form 1. Proposer’s Statement of Organization

(Continued)

(b) The name of the Proposer’s Registered Agent

(c) The address of the Proposer’s Registered Agent

8. If the Proposer is a corporation, provide the names and addresses of the Proposer’s President, Vice President, and Treasurer. If the Proposer is a partnership of limited liability company, provide the name(s) and address(es) of the manager or managing members, and partners.

9. If the Proposer is a Joint Venture, identify the date of the joint venture agreement:

10. Provide the Proposer’s Federal Employer Identification Number:

11. How many years has the Proposer been in business under its present name? _____ years

12. If the Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

Sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Form 2. Subcontractors
Use additional sheets if needed

If the Proposer will use any subcontractors, the Proposer shall provide: (a) the name, address, and telephone number of each subcontractor; (b) the name and telephone number of the subcontractor's contact person; (c) the percentage of work the Proposer will assign to each subcontractor; (d) a clear description of the work that will be performed by each subcontractor; (e) a description of the subcontractor's qualifications to perform the City's work; and (f) a description of the qualifications of the subcontractor's employees that will be responsible for the City's work.

(signature)

Sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Form 3. Insurance Requirements

See Insurance Check List for applicability to this Solicitation.

The Proposer shall be responsible for its work and every part thereof, including all materials, tools, appliances and property of every description used in connection therewith. The Proposer shall specifically and distinctly assume all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property, wherever located, resulting from any action or inaction of the Proposer under its engagement with the City or agreement or in connection with the work.

The Proposer shall, during the work under its engagement with the city or pursuant to an agreement or engagement with the city, including extra work in connection therewith:

Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Florida, to protect themselves from any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

Maintain General Liability Insurance in amounts prescribed by the City to protect the Proposer in the interest of the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under its engagement or the Agreement or in connection with the work.

Maintain Automobile Liability Insurance, including Property Damage, covering all used or operated automobiles and equipment used in connection with the work.

When naming the City of Hialeah as an additional insured onto the Proposer's policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments. An endorsement to the policy(ies) shall be issued accordingly and the certificate will state the above.

The insurance coverage shall extend to and include the contractual indemnity and hold harmless language contained in this RFP, an Agreement or in a letter of engagement.

Original, signed certified Insurance Certificates evidencing such insurance and such endorsements as prescribed herein shall be filed by the Proposer with the City of Hialeah, and approved by the City before the work is started. The certificate must state the Solicitation Number and Title.

Products and Completed Operations Liability shall be provided, as stated in the Insurance Check List.

The Proposer will secure and maintain policies for subcontractors. All policies shall be made available to the City upon demand.

The Proposer shall take note of the indemnification contained in the RFP, agreement or engagement letter and shall obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Hialeah under thereunder from any and all claims arising out of the Proposer's operations.

Further, the Proposer will notify its insurance agent without delay of the existence of the indemnification requirement contained within an engagement letter or an Agreement, and furnish a copy to the insurance agent.

The City shall be named as additional insured on the Automobile and General Liability policy(ies) with proof to be stated on the Certificates provided to the City and this coverage to be primary to all other coverage the City possesses.

SUPERVISION

Contractual and any other Liability Insurance provided under the agreement or engagement shall not contain a supervision, inspection, engineering services exclusion that would preclude the City from supervising and/or inspecting the Proposer's work. The Proposer shall assume all on-the-job responsibility as to the control of persons directly employed by the Proposer and/or the subcontractor and persons employed by the subcontractor.

Form 3. Insurance Requirements

(continued)

CONTRACTS

Nothing contained in the Solicitation or engagement letter, or agreement shall be construed as creating any contractual relationship between any subcontractor and the City.

The Proposer shall be as fully responsible to the City for the acts and omissions of the subcontractors and of persons employed by them, as the Proposer is for acts and omissions of Persons directly employed by the Proposer.

PROTECTION

Precautions shall be exercised at all times for the protection of Persons, including employees, and property. All existing structures, utilities, roads, services, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Proposer during the term of the Agreement. The Proposer shall be held responsible for any damage to any Person or property occurring by reason of the Proposer's operation under an engagement letter or an Agreement.

CROSS LIABILITY

It is understood and agreed that the inclusion of more than one insured under the Proposer's policy shall not restrict the coverage provided by the policy for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insurers hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair for such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

CERTIFICATE OF INSURANCE

On an Accord Certificate of Insurance binder, on the Cancellation Clause, the following shall be deleted: The word "endeavor" as well as "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

OUT-OF-STATE NON-RESIDENT AGENT

When a certificate is issued by an out-of-state non-resident agent with a "9-20" License, the name, address and telephone number of the Florida Resident Agent must be listed in the space provided on the checklist and on the Certificate of Insurance provided.

SMALL DEDUCTIBLE POLICIES

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured. These safeguards shall be in form of escrow accounts or other method established by the Risk Manager to safeguard to the City's interests and those interests of any claimants under the Proposer's policies.

(signature)

Sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Form 4. Insurance Check List

CITY OF HIALEAH
INSURANCE CHECKLIST
CITY-WIDE JANITORIAL MAINTENANCE SERVICES

INSURANCE

LIMITS

-
- | | |
|---|---|
| <u> X </u> 1. <u>COMMERCIAL GENERAL LIABILITY</u>
PREMISES OPERATIONS
INCLUDED; PRODUCTS AND
COMPLETED OPERATIONS INCLUDED;
INDEPENDENT CONTRACTORS (O.C.P.)
INCLUDED; ELEVATORS INCLUDED;
SUPERVISION EXCLUSION DELETED;
PERSONAL INJURY LIABILITY INCL | \$1,000,000 PER OCCURRENCE/
\$2,000,000 GENERAL AGGREGATE
FOR BODILY INJURY
AND PROPERTY DAMAGE
COMBINED EACH OCCURENCE |
| <u> X </u> 2. AUTOMOBILE LIABILITY
OWNED, NON-OWNED/HIRED
INCLUDED | \$1,000,000 SINGLE LIMIT FOR BODILY
INJURY & PROPERTY DAMAGE
COMBINED EACH OCCURRENCE |
| <u> </u> 3. UMBRELLA LIABILITY | \$1,000,000 EXCESS OF ALL
PRIMARY COVERAGE |
| <u> X </u> 4. WORKERS' COMPENSATION AND
EMPLOYEE'S LIABILITY POLICY
ISSUED IN NAME OF VENDOR | STATUTORY LIMITS OF THE STATE
OF FLORIDA |
| <u> X </u> 5. THE CITY MUST BE NAMED BY ENDORSEMENT AS ADDITIONAL INSURED ON
THE INSURANCE POLICY. THE FOLLOWING MUST ALSO BE STATED ON THE
CERTIFICATE. "THESE COVERAGES ARE PRIMARY AND NON-
CONTRIBUTORY TO ALL OTHER COVERAGES THE CITY POSSESSES FOR THIS
CONTRACT ONLY." AND WAIVER OF SUBROGATION ON THE POLICY. | |
| <u> X </u> 6. A.M. BEST RATING FOR EACH
INSURER | A- FRS RATING OR BETTER
AND
X FSC CLASS OR BETTER |
| <u> X </u> 7. THIRTY (30) DAYS CANCELLATION NOTICE REQUIRED | |
| <u> </u> 8. ERRORS & OMMISSIONS/PROFESSIONAL
LIABILITY | \$2,000,000 EACH CLAIM |
| <u> </u> 9. LIQUOR LEGAL LIABILITY | \$1,000,000 EACH OCCURRENCE |
| <u> </u> 10. XCU PROPERTY DAMAGE EXCLUSION DELETED AND THIS COVERAGE WILL
PROVIDED | |
| <u> </u> 11. CYBER LIABILITY | \$1,000,000 EACH CLAIM |

CITY OF HIALEAH
INSURANCE CHECK LIST

INSURANCE

LIMITS

___ 12. INFORMATION TECHNOLOGY ERRORS AND OMISSIONS INCLUDING CYBER LIABILITY AND PRIVACY PROTECTION	\$1,000,000 EACH CLAIM
___ 13. POLLUTION LIABILITY	\$1,000,000 EACH CLAIM
<u>X</u> 14. SUBCONTRACTOR PROVIDER INSURANCE COVERAGE	\$1,000,000 GENERAL LIABILITY STATUTORY LIMITS FOR WORKERS COMPENSATION \$1,000,000 AUTOMOBILE LIABILITY \$1,000,000 POLLUTION LIABILITY
___ 15. GARAGE LIABILITY	\$1,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE
___ 16. GARAGEKEEPER'S LEGAL LIABILITY	\$100,000 EACH OCCURRENCE
___ 17. BUILDERS RISK	FULL CONSTRUCTION COSTS OF THE PROJECT
___ 18. BUSINESS PERSONAL PROPERTY COV.	LIMITS EQUALING REPLACEMENT COST OF VENDOR'S PROPERTY
___ 19. SPOILAGE COVERAGE	LIMITS EQUALING REPLACEMENT COST OF VENDOR'S PROPERTY
___ 20. LOSS OF INCOME COVERAGE.	LIMITS ADEQUATE TO COVER LOSS OF INCOME AND EXTRA EXPENSE FOR 12 MONTHS
<u>X</u> 21. CRIME COVERAGE	\$1,000,000 EACH CLAIM EMPLOYEE DISHONESTY INCLUDING CLIENT COVERAGE

CITY OF HIALEAH
INSURANCE CHECK LIST

INSURANCE

LIMITS

___ 22. ATHLETIC SITE USAGE COMMERCIAL GENERAL LIABILITY PREMISES OPERATIONS INCL PRODUCTS AND COMPLETED OPERATIONS INCL PERSONAL INJURY LIABILITY INCL ATHLETIC PARTICIPANY LIABILITY INCL ABUSE AND MOLESTATION COVERAGE INCL	\$1,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE
___ 23. TEACHERS PROFESSIONAL LIABILITY	\$1,000,000 EACH CLAIM
___ 24. TRANSPORTATION INSURANCE	\$150,000
___ 25. MEDIA LIABILITY INSURANCE	\$1,000,000

Form 5. Public Entity Crimes Affidavit

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

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 City of Hialeah, Florida, by _____

(print individual's name and title)

For _____
(print name of entity submitting sworn statement)

whose business address is

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

(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) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any RFP or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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 RFP or applies to RFP 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 management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (**INDICATE WHICH STATEMENT APPLIES**).

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Form 5. Public Entity Crimes Affidavit

(continued)

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administration Hearings and the Final Order entered by the Administrative Law Judge determined that it was not in the public interest to place the person or entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Form 6. Non-Collusion Affidavit of Prime Proposer

State of _____

County of _____

_____, being first duly sworn,
deposes and says that:

- (1) He/She is _____ [title] of _____ [name of entity], the Proposer that has submitted the attached RFP:
- (2) He/She is fully informed respecting the preparation and contents of the RFP and of all pertinent circumstances respecting such RFP:
- (3) Such RFP is genuine and is not a collusive or sham RFP;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Proposer, or person to submit a collusive or sham Proposal in connection with any engagement for which the Proposal has been submitted or to refrain from proposing in connection with any engagement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer or person, or to fix any overhead, profit or cost element of the RFP price or the RFP price any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Hialeah** or any person interested in the proposed Contract; and

The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name) _____

Sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Form 7. Drug-Free Workplace Certification

The undersigned Proposer, in compliance with Section 287.087, Florida Statutes, hereby certifies that

_____ does:
(Name of Business)

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 proposed 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 RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I hereby certify that the Proposer has established a drug-free workplace program that complies with the requirements set forth above pursuant to Section 287.087, Florida Statutes.

Name of Proposer: _____

Signature of Proposer's Agent _____

Printed Name of Proposer's Agent _____

Title: _____

Date: _____

(signature)

Sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Form 9. Certification to Accuracy of RFP

The undersigned individual, being duly sworn, hereby deposes and says:

1. I, _____ [insert name of Proposer’s officer], am duly authorized to execute and submit this RFP on behalf of the Proposer, _____ [insert name of Proposer].

2. I am fully informed respecting the preparation and contents of the attached RFP and all of the forms, affidavits, and documents submitted in support of such RFP.
 - a. All of the information contained in the forms, affidavits and documents submitted in support of this RFP is true and accurate;
 - b. No information that should have been included in such forms, affidavits and documents has been omitted; and
 - c. No information in such forms, affidavits or documents is false or misleading.

3. By signing and submitting this RFP in response to the City’s RFP (“City-Wide Janitorial Maintenance Services”, RFP No.2022-23-8500-36-039 the Proposer acknowledges and agrees that:
 - a. the Proposer has carefully read this RFP;
 - b. the Proposer has become fully informed about the local conditions, including the nature and extent of the work to be performed, and has examined and evaluated all relevant issues;
 - c. the Proposer understands and accepts the conditions, limitations, and obligations imposed on the Proposer by this RFP;
 - d. the Proposer’s RFP is not contingent upon any conditions, limitations, or changes to this RFP;
 - e. the Proposer’s RFP is a binding offer that will remain in effect and be available to the City for one hundred eighty (180) days after the submittal of this RFP;
 - f. if selected by the City, the Proposer shall execute the Agreement and provide the required insurance certificates within fifteen (15) days of receiving the City’s written notice of award;
 - g. if selected by the City, the Proposer will provide all of the services required under the Agreement, in compliance with the terms and conditions contained in the Agreement, at the Rates set forth on the Proposer’s cost forms, which are attached to this RFP; and
 - h. the Proposer has sought and received the assistance of legal counsel, as necessary, before submitting this RFP in response to the City’s RFP.

Dated this _____ day of _____, 20____.

Name of Proposer

Signature of President/Partner/Owner/Manager

Printed Name of President/Partner/Owner/Manager and Title

Signature of Secretary

Form 9. Certification to Accuracy of RFP

(continued)

Printed Name of Secretary

The Proposer is a Partnership: _____; Corporation: _____; Limited Liability Corporation _____; or other business entity _____; and is authorized to do business in the State of Florida.

Witness my hand and official notary seal/stamp on _____ the day and year written above.

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ (name) as _____ (title), of _____ (Proposer), an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing document as the proper official of _____ (Proposer) for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

Sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Signature Instructions:

All signatures must be in **BLUE** ink.

If the Proposer is a corporation, the name of the corporation must be listed, in full, and both the President and Secretary must sign the form, OR if one signature is permitted by the corporation’s by-laws, a copy of the by-laws must be furnished to the City as part of the RFP.

If the Proposer is a LIMITED LIABILITY CORPORATION, the name of the limited liability corporation must be listed in full, and the Manager or Managing Members must sign the form.

If the Proposer is a PARTNERSHIP, the full name of each partner should be listed, followed by the name that the Proposer is doing business as. Any partner may sign the form. If the Proposer is operating as any other type of business entity, the name(s) of the Proposer’s authorized representative(s) must be listed and the authorized representative(s) must sign the form. A copy of the appropriate documents evidencing legal binding authority to sign on behalf of the Proposer must be furnished to the City as part of the RFP.

Form 10. Proposer's Acknowledgment

SUBMIT RFPS TO:		CITY OF HIALEAH OFFICE OF THE CITY CLERK 501 PALM AVENUE, 3rd Floor HIALEAH, FL 33010		CITY OF HIALEAH REQUEST FOR PROPOSALS Proposer Acknowledgment	
Page 1 of 2	Telephone Number Luis Suarez Purchasing Division Director (305) 883-5988	Mailing Date	CITY-WIDE JANITORIAL MAINTENANCE SERVICES - RFP No. 2022-23-8500-36-039		
RFP may not be withdrawn within 180 DAYS after the RFP opening.		RFP Title CITY-WIDE JANITORIAL MAINTENANCE SERVICES - RFP No. 2022-23-8500-36-039			
All awards made as a result of this RFP shall conform to applicable Florida Statutes and City of Hialeah Charter and Ordinances			Reason for "no RFP"		
NAME OF VENDOR		AREA CODE	TELEPHONE NUMBER		
MAILING ADDRESS		BUSINESS ADDRESS			
CITY – STATE – ZIP CODE					
I certify that this RFP is made without prior understanding agreement, or connection with any entity, corporation, Proposer or person submitting a RFP for the same Proposal, and is in all respects fair and with-out collusion or fraud. I agree to abide by all conditions of this RFP and the letter of engagement or agreement to be signed. I certify that I am authorized to sign this RFP for the Proposer.		AUTHORIZED SIGNATURE (MANUAL)			
		AUTHORIZED SIGNATURE (TYPED) TITLE			

GENERAL CONDITIONS

SEALED PROPOSALS: This form must be executed and submitted in a sealed envelope with the Proposer's Qualifications Package. Proposals not submitted with this RFP form may be rejected.

1. **EXECUTION OF RFP:** Each RFP must contain a manual signature of the Proposer's authorized representative in the space provided above.
2. **NO RESPONSE:** If not submitting a Proposal, respond by returning this form, marking it "No Proposal", and explain the reason in the space provided above. Repeated failure to quote, without sufficient justification, shall be cause for removal of the supplier's name from the RFP mailing list. Note: To qualify as a respondent, Proposer must submit a "No RFP" and it must be received no later than the stated RFP opening date and hour.
3. **RFP OPENING:** Shall be at a public opening commencing at the time and date specified in the Solicitation. It is the Proposer's responsibility to assure that its RFP is delivered at the proper time and place of the RFP opening. RFPs which for any reason are not so delivered will not be considered. Offers by telegram or telephone are not acceptable.
4. **PROOF OF CAPABILITY:** The Proposer may be required before the award of any contract, to show to the complete satisfaction of the City Council that it has the necessary facilities, ability and financial resources to perform the RFP requirements in compliance with the Agreement.

Form 10. Proposer’s Acknowledgment

(continued)

- 5. **PATENTS AND ROYALTIES:** The Proposer, without exception, shall indemnify and save harmless the City of Hialeah and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Hialeah, Florida. If the Proposer uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials, in any way involved in the work.
- 6. **RATE OF WAGES:** When applicable, the rate of wages for work covered by a public contract for those employed by any contractor or subcontractor shall not be less than the prevailing rate of wages for similar skills or classifications or work in the City of Hialeah. The Division of Labor and Employment Opportunities, Tallahassee, Florida, will furnish the prevailing wage rates in the City of Hialeah, upon request.
- 8. **AWARDS:** As the best interest of the City may require, the City reserves its right to make award(s), or reject any and all Proposals, or waive any minor informality or technicality in Proposals received
- 9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Proposers must furnish all information requested in the spaces provided on the RFP forms. Each Proposer may submit with his Proposal, descriptive literature and/or complete specifications covering the Proposer’s facilities and equipment.
- 10. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed to the City, as provided in the Solicitation. Inquiries must reference the date of RFP opening and title. Failure to comply with this condition will result in Proposer waiving his right to dispute the RFP specifications.
- 11. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the engagement or contract period either by reason of market change or on the part of the Proposer to other customers shall be passed on to the City of Hialeah.
- 12. **ADVERTISING:** In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising.
- 13. **LIABILITY:** The Proposer shall hold and save the City of Hialeah, its officers, agents, and employees harmless from liability of any kind in the performance of the Agreement.
- 14. **EQUAL EMPLOYMENT OPPORTUNITY:** The City of Hialeah endorses Equal Employment and incorporates the non-discrimination clause in this RFP.
- 15. **SPECIFICATION SILENCE:** Apparent silence on the specifications as to any details, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning only the best commercial practices will prevail. All interpretations of the Specifications shall be made upon this statement.

NOTE: THIS RFP CONSTITUTES AN OFFER FROM THE PROPOSER. THE CITY HEREBY RELIES UPON ANY REPRESENTATIONS BY THE PROPOSER AS ARE CONTAINED HEREIN.

(signature)

Sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Form 11. City of Hialeah Disclosure Affidavit

PURCHASING DIVISION CITY OF HIALEAH DISCLOSURE AFFIDAVIT

I _____ being first duly sworn, state:

The full legal name and business address* of the Person or entity contracting or transacting business with the City of Hialeah is:

Phone Number: _____ Fax Number: _____

If the contract or business transaction is with a corporation, the full legal name and business address* shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address* shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address* shall be provided for each trustee and each beneficiary. Other legally organized entities shall identify its managing partners or ownership interest, including business address.* All such names and addresses are:

The full legal names and business addresses* of every other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City of Hialeah are:

Proposer's Tax ID Number (F.E.I.N) or Social Security Number: _____ - _____

PROOF OF CORPORATE STATUS

Please provide proof of corporate status. Each corporate Proposer, or other legally organized entity must demonstrate it is an active in good standing in the State of Florida or any other State. If incorporated in a state other than Florida, then please provide proof that the corporation or entity is registered to do business in the State of Florida in addition to proof of active status. If incorporated in Florida, a computer print-out from the Department of State will be sufficient proof of corporate status. Proof of good standing also is required for all partnerships, limited partnerships, joint-ventures, or other legally organized entities, etc.

LEGAL SIGNATURE OF AFFIANT

(Print or Type Legal Name of Affiant)

Sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Print/Type and Stamp commissioned name of Notary Public

*Post office box addresses are not acceptable.

NOTARY SEAL

Form 12. Assignment of Antitrust Claims

For, and in recognition of, good and valuable consideration, receipt of which is hereby acknowledged,

Proposer Name

acting herein by and through _____,
Individual Name

its _____ and duly authorized agent,
Title of Individual's Position

hereby conveys, sells, assigns and transfers to the City of Hialeah, Florida, all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the City of Hialeah, Florida pursuant to the City's: "Request for Proposal No. 2022-23-8500-36-039, "City-Wide Janitorial Maintenance Services".

Name

Date

Signature

Title

Name of Company

(signature)

Sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Form 13. E-Verify Sworn Statement

SWORN STATEMENT PURSUANT TO SECTION 448.095, FLORIDA STATUTES, ON THE CONTRACTING OR EMPLOYMENT OF UNAUTHORIZED ALIENS

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 City of Hialeah, Florida, by _____
(name of individual and title)
for _____
(name of Proposer/Contractor, Vendor entity submitting sworn statement)
whose business address is:

and its Federal Employer Identification Number (FEIN) is _____.
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that pursuant to section 448.09(1), Florida Statutes, it is unlawful for any person knowingly to employ, hire, recruit or refer, whether for herself or himself or on behalf of another for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws of the United States.

3. I understand that an “unauthorized alien” as defined by section 448.095(1)(k), Florida Statutes, means a person who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. section 132a(h)(3), as interpreted by any applicable federal rule or regulation.

4. I understand that the “E-verify system” as defined by section 448.095(1)(e), Florida Statutes, means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5. The person attesting to the statements made in this affidavit has the requisite power and authority within the organizational structure of the entity submitting this sworn statement sufficient to possess direct knowledge of or ascertain the existence, accuracy and completeness of the facts stated in this affidavit on behalf of the entity.

6. The entity is a “Contractor” or “Subcontractor” of the City of Hialeah, Florida, a “Public Employer”, as those terms are defined in section 448.095(1), Florida Statutes, who provides labor, supplies or services in exchange for remuneration to the City of Hialeah, Florida.

7. I understand the City of Hialeah, Florida may not contract with any party unless such party registers with and uses the E-verify system.

8. The Contractor-entity or Subcontractor-entity, as applicable, making this affidavit, does not contract with, subcontract with, employ, hire or retain any unauthorized alien.

9. The Contractor-entity or Subcontractor-entity, as applicable, making this affidavit, is registered with and uses the E-verify system to verify the work authorization status of all newly hired employees and will continue to use the E-verify system for this purpose while under contract with the City of Hialeah, or under contract with any contractor of the City of Hialeah.

Form 13. E-Verify Sworn Statement

(continued)

10. I understand that, as applicable, I will require an affidavit, from all persons or entities who may qualify as “Subcontractors” affirming their registration and use of the E-verify system and disclaiming the contracting, employment or hiring of unauthorized aliens, consistent with the requirements of section 448.095(2)(b)1. and (b)2. for the duration of the contract.

11. I understand that if I violate the provisions of section 448.091(1), Florida Statutes, the City of Hialeah shall terminate our contract, if the entity submitting this affidavit is a Contractor of the City of Hialeah.

12. I understand that if any person or entity I subcontract with to provide labor, services or goods to the City of Hialeah, violates the provision of section 448.091(1), I will be ordered by the City of Hialeah to terminate such contract immediately.

13. I understand that violating the provisions of section 448.091(1) will be a breach of my contract with the City of Hialeah subject to termination or any other remedy provided by the contract or law.

14. This sworn statement is provided to comply with the requirements of section 448.095, Florida Statutes, and the statements are accurate, complete and truthful as of the date of its making. I will inform the City of Hialeah, Florida of any change in circumstances that affects the validity of this affidavit or the accuracy, truthfulness or completeness of the statements contained in this affidavit.

By: _____
Name: _____
Title: _____

Sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Form 14. Bid Bond

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }SS.
CITY OF HIALEAH }

KNOWN ALL MEN BY THESE PRESENTS, That we _____
_____ as Principal, and
_____, as Surety, are
held and firmly bonded unto the City of Hialeah as Owner in the penal sum of _____
_____ Dollars (\$ _____), lawful money of
the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by
these presents. THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the
Principal has submitted to the City of Hialeah the accompanying Proposal, signed
_____, and dated _____, 20__,

CITY-WIDE JANITORIAL MAINTENANCE SERVICES

CITY OF HIALEAH, FLORIDA

in accordance with the Plans and Specifications therefore, the call for Proposals, and the Instructions to Proposers,
all of which are made a part hereof by reference as if fully set forth herein.

NOW, THEREFORE,

(a) if the Principal shall not withdraw said proposal within one hundred eighty (180) days after date
of submittal of the same, and shall within ten (10) days after written notice being given by the City Mayor
or his designee, of the award of the contract, enter into a written contract with the City, in accordance
with the proposal as accepted, and give bond with good and sufficient surety or sureties, as may be required
for the faithful performance and proper fulfillment of such contract.

Form 14. Bid Bond

(continued)

(b) in the event of the withdrawal of said proposal within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS HEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, A.D., 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS
(If Sole Ownership or Partnership,
Two (2) Witnesses Required.
If Corporation, Secretary Only
will Attest and affix seal).

(1) _____

(2) _____

PRINCIPAL
_____(SEAL)
Name of Firm

Signature of Authorized Officer

Title

Business Address

City, State

WITNESS:

(1) _____

(2) _____

SURETY:

Attorney-In-Fact

Business Address

City, State

Name of Local Agency,

Form 15. Contractor's Performance and Payment Bond (Surety)

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }SS
CITY OF HIALEAH }

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ as Principal, and

_____ a corporation organized under the Laws of the
State of _____ with its home office in the City of _____ as Surety, (said Principal and said
Surety hereinafter collectively being referred to as Obligor), are held and firmly bound unto the
City of Hialeah, a municipal corporation of Florida, acting by and through the HIALEAH CITY
COUNCIL, and their successors, in office, hereinafter called the Obligee, in the
sum of \$ _____ lawful money of the United States of America, for the payment

whereof to the Obligee, the Principal and Surety respectively bind themselves, their successors,
heirs, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____, 20__,

WHEREAS the Principal and Obligee are entering into a written contract, hereinafter
called the Contract for

_____ as evidenced by
Contract Plans and Specifications made a part thereof and entered into between the Principal
and the Obligee on the _____ day of _____, 20__, a copy of which
Contract may be attached and is hereby referred to and made a part thereof.

- To be dated by the City of Hialeah, Obligee.

Form 15. Contractor's Performance and Payment Bond (Surety)
(continued)

NOW THEREFORE, the condition of the foregoing obligation is such that if the Principal shall indemnify the Obligees for all loss that the Obligees may sustain by reason of the Principal's failure to comply with any of the terms of the Contract, then this obligation shall be void; otherwise it shall remain in full force.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

1. Said Principal (Contractor) shall well and truly perform, carry out, and abide by all the terms, conditions and provisions of said contract and building complete the structures therein specified in accordance with the terms thereof, and the Obligor herein shall and does hereby agree to indemnify the Obligees and hold it harmless or, from and against any and all liability, loss, cost, damage or expense thereof by reason of any negligence, default, and/or misconduct on the part of the said Contractor and agents, servants, and/or employees, in, about, or on account of the construction of said Contract by the said Contractor, and shall repay to and reimburse to the Obligees promptly upon demand, all sums of money, each and every, reasonably paid out or expended by the said Obligees on account of the failure and/or refusal of said Contractor to carry out, do, perform, and /or comply with any of the terms and provisions of said Contract at the time and in the manner therein provided.

2. The Principal will make payments to all persons supplying the Principal, labor, materials, and supplies used directly or indirectly by the Principal or any subcontractors) of the Principal in the prosecution of the work provided for in said Contract.

3. Each and every person, natural and artificial, for whose benefit this Bond has been executed as disclosed by the test of this Bond, and of said Contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said Contract, and each and every person, natural or artificial, supplying labor, materials, or supplies in furtherance of said Contract, shall have the same several rights of suit or action upon this Bond as if he or they were the Obligees(s) herein specifically mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obligees hereof.

4. In each and every suit brought against the Obligor upon this Bond in which the plaintiff shall be successful, there shall be assessed therein against the Obligor herein, in favor of the plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF the said Principal and said Surety hereto have caused these presents to be executed this _____ day of _____, 20__

Form 15. Contractor's Performance and Payment Bond (Surety)
(continued)

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)	(SEAL) (Signature of Individual)
(Witness) Individual)	(Printed Name of

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)	(Name of Proposer)
(Witness)	(Signature of Individual)

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

	(Name of Proposer) A Partnership
	BY _____
	Partner

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

	Correct Name of Corporation
--	-----------------------------

Form 15. Contractor's Performance and Payment Bond (Surety)
(continued)

By _____

President

(Corporate Seal)

(Name of Surety)

(Address of Surety)

By _____

NOTE: If both Principal and Surety are Corporations, the respective corporate seals should be affixed and attached.

Form 15. Contractor's Performance and Payment Bond (Surety)
(continued)

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I'm the secretary of the Corporation named as Principal in the

within Bond; that _____, who signed the said Bond on behalf of the

Principal, was then _____ of said Corporation; that I know his signature, and

his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and

in behalf of said Corporation by authority of its governing body. _____

(Corporate Seal)

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }SS
CITY OF HIALEAH }

Before me, a Notary Public duly commissioned, qualified and acting, personally, appeared;

to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the _____ and that he has been authorized by _____ to execute the foregoing Bond on behalf of the Contractor named therein in favor of the City of Hialeah, a municipal Corporation of Florida.

Subscribed and sworn to before me this _____ day of _____, A.D., 20____

Notary Public State of Florida at Large

My Commission Expires

**Form 16. Contractor's Performance and
Payment Bond (Cash)**

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ hereinafter, called the contractor, is held and firmly bound unto CITY OF HIALEAH, a municipal corporation of Florida, hereinafter called the City, in the penal sum of \$_____ which sum is deposited by the contractor in cash with the Finance Director of the City, for (1) the faithful performance of a certain written agreement dated _____,

20___, given by the contractor to the City, for the construction of _____

_____ copy of which agreement is attached and by this reference made a part hereof, and (2) to pay promptly all persons supplying the contractor labor, material and supplies used directly or indirectly by the contractor or subcontractors, in the prosecution of the work provided for in said agreement.

NOW, THEREFORE, the conditions of the obligation are such that if the contractor shall comply in all respects with the terms and conditions of said agreement within the times therein specified, and shall pay promptly all persons as herein above stipulated, this obligation shall be void and the sum deposited shall be returned without interest to the contractor by the Finance Director; otherwise this obligation shall remain in full force, and the contractor, its heirs, executors, administrators, successors and assigns do hereby irrevocably authorize the Finance Director, without prior notice or demand to:

1. Transfer a sum equal to any amounts stipulated as liquidated damages for delay from the said deposit to the general fund of the City;
2. Pursuant to public advertisement and receipt and acceptance of proposals, cause to be completed or reconstructed all or any part of the said construction or improvement, in case the Contractor should fail or refuse so to do in accordance with terms of said agreement and to pay for such construction or reconstruction from the said deposit;
3. Pay from said deposit, all just claims for labor and material incurred by the Contractor or any subcontractor for labor, materials or supplies used in prosecution of the work provided for in said Contract, and any judgments together with interest, costs and attorneys' fees entered under the provisions of Section 255.05 F.S., and

Form 16. Contractor's Performance and Payment Bond (Cash)
(continued)

4. Pay from said deposit to the general fund of the City any and all other costs to the City, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential which the City may sustain on account of the failure of the Contractor to carry out and execute all the provisions of said agreement.

The penal sum herein above stipulated and deposited is not a limitation upon the liability of the Contractor to the City. In the event the City prosecutes to judgment against the Contractor any action brought against it by the Contractor, the Contractor agrees to pay to City the reasonable value of legal services there rendered by counsel for the City.

IN WITNESS WHEREOF the Contractor has executed under seal and delivered to City these presents this _____ day of _____, 20____

Approved as to form:

City Attorney

Form 16. Contractor's Performance and Payment Bond (Cash)

(continued)

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

(Signature of Individual) (SEAL)

(Witness)

(Printed Name of Individual)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Proposer)

(Witness)

(Signature of Individual)

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Name of Proposer) A Partnership

BY _____
Partner

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

Correct Name of Corporation

(Secretary)

BY _____

President

(Corporate Seal)

Form 16. Contractor's Performance and Payment Bond (Cash)
(continued)

CORPORATE CERTIFICATE

I, _____
certify that I am the _____ Secretary _____ of
the corporation named in the within bond; that _____
_____ who signed the said bond on behalf of the contractor, was then _____ of
said corporation; that I know his signature, and his signature thereto is genuine; and that said
bond was duly signed, sealed and attested for and in behalf of said corporation by its
governing body.

President
(Corporate Seal)

Form 17. Release of Lien

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of.....and/100 Dollars (\$.....) paid by the receipt of which is hereby acknowledged, hereby releases and quit claims to the saidits successors and assigns, andthe Owner, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as
.....
.....on account of labor performed and/ or Material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for.

IN WITNESS WHEREOF, have hereunto set my hand seal thisday of..... 20.....

WITNESSES: (SEAL)
By

STATE OF FLORIDA }
COUNTY OF MIAMI DADE} SS
CITY OF HIALEAH }

Thereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct.
Sworn to and subscribed before me thisday of..... 20.....
My Commission Expires:

Notary Public State of Florida at Large

Appendix A

PROPOSER SUBMITTAL FORM:

Request for Proposal No. 2022-23-8500-36-039 - City-Wide Janitorial Maintenance Services

FEIN NO. : ____/____-____/____/____/____/____/____/____
(Proposer's Federal Employer Identification Number) If none, Proposer's Social Security Number

The undersigned Proposer certifies that this Proposal is submitted in accordance with the RFP specifications and conditions governing this RFP, and that the Proposer will accept any award(s) made to the Proposer as a result of this Proposal.

PROPOSER

NAME: _____

STREET ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO.: _____ **FAX NO.:** _____

E-MAIL: _____

By signing this document, the Proposer agrees to all of the terms and conditions of this Solicitation in this RFP.

AUTHORIZED SIGNATURE _____ **Date** _____
PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT

PRINT NAME OF PROPOSER'S REPRESENTATIVE _____

TITLE OF PROPOSER 'SREPRESENTATIVE _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY RFP THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

(signature)

Sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Appendix B

PROPOSER SUBMITTAL CHECKLIST

Request for Proposal No. 2022-23-8500-36-039 - City-Wide Janitorial Maintenance Services

This checklist is provided for Proposer’s convenience only. It identifies the sections of this submittal document that must be completed and submitted with each response. Any RFP that fails to include one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily include all of the requirements listed in this Solicitation. This checklist sets guidelines for consideration, and may be added to as the need arises.

Proposer’s Name: _____

QUALIFICATIONS PACKAGE	
Tab/Page No.	
	Appendix A – Proposer Submittal Form
	Appendix B – Proposer Submittal Checklist
	Letter if Intent
	1 Proposer’s Statement of Organization
	2 Subcontractors
	3 Insurance Requirements
	4 Insurance Check List
	5 Public Entity Crimes Affidavit
	6 Non-Collusion Affidavit
	7 Drug-Free Workplace Certification
	8 Acknowledgment of Addenda
	9 Certification to Accuracy of RFP
	10 Proposer’s Acknowledgment
	11 City of Hialeah Disclosure Affidavit
	12 Assignment of Antitrust Claims
	13 E-Verify Sworn Statement
	14 Bid Bond
	15 Contractor’s Performance and Payment Bond
	16 Contractor’s Performance and Payment Bond Cash
	17 Release of Lien
COST PACKAGE	
	Appendix C: Cost Proposal
OFFICE USE ONLY	

FOR PURCHASING DIVISION USE ONLY		
<input type="checkbox"/> Responsive	<input type="checkbox"/> Non-Responsive	<input type="checkbox"/> Other: _____
Comment: _____		

Appendix C

RFP COST PROPOSAL

Request for Proposal No. 2022-23-8500-36-039 - City-Wide Janitorial Maintenance Services

THIS COST PROPOSAL SHALL BE VALID FOR ONE HUNDRED EIGHTY (180) DAYS FROM DATE OF OPENING

Company Name _____

Company Address _____

City _____ **State** _____ **Zip** _____

Telephone (____) _____ **Fax** (____) _____

E-Mail Address _____

The prices stated on the cost proposal form below represents the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other is allowed herein. No other fees, charges or costs shall be assessed or charged against the City other than any stipulated in Appendix C. This is the only document that needs to be included in the Cost Package. This package shall be submitted in a sealed envelope, separate for the Qualifications Package, and identified as the Cost Package. The Cost Proposal Form shall be completed mechanically or, if manually, in ink. Cost Proposal Form completed in pencil shall be deemed non-responsive. All corrections on the Cost Proposal Form shall be initialed by the dates identified as follows:

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Appendix C
RFP COST PROPOSAL
(continued)

Item	Description	Estimated	Unit of	Monthly Cost	Yearly Cost
JANITORIAL SERVICES (ROUTINE SCHEDULE PER RFP SECTION 3, PARAGRAPH 3.10)					
LIBRARIES					
1	CURTISS E-LIBRARY (4,904 sq. ft.) 501 E 4th Ave. Hialeah, FL	12	Month	\$	\$
2	J.F.K. LIBRARY (27,936 sq. ft.) 190 W 49 St. Hialeah, FL	12	Month	\$	\$
FIRE					
3	FIRE STATION ADMINISTRATION/911 (58,062 sq. ft.) 83 E 5th St. Hialeah, FL	12	Month	\$	\$
NORTH COMPLEX					
4	CONSTRUCTION & MAINTENANCE MAIN OFFICE (5,407 sq. ft.) 900 E 56th St. BLDG #1 Hialeah, FL	12	Month	\$	\$
5	PARK RECREATION/ STREETS MAIN OFFICE (10,691 sq. ft.) 900 E 56th St. BLDG #4 Hialeah, FL	12	Month	\$	\$
6	FLEET MAINTENANCE (72,819 sq. ft.) 900 E 56th St. BLDG #13 Hialeah, FL	12	Month	\$	\$
POLICE					
7	Police Administration (47,716 sq.ft.) 5555 E 8th Ave Hialeah, FL	12	Month	\$	\$
8	Police Training (14,029 sq.ft.) 808 E 56th St. Hialeah, FL	12	Month	\$	\$
9	Police K-9 (WITHIN TRAINING)	12	Month	\$	\$
10	Police Sector 1 (4,908 Sq.ft.) 501 E. 4th Ave Hialeah, FL	12	Month	\$	\$
11	Police Sector 3 (5,010 sq. ft.) 2700 W. 8th Ave Hialeah, FL	12	Month	\$	\$
12	Police Sector 5 (5,776 sq.ft.) 7400 W 24th Ave Hialeah, FL	12	Month	\$	\$
13	Police Sector 4 (7,300 Sq. ft.) 7400 W 10th Ave Hialeah, FL	12	Month	\$	\$
14	EOC Building (5,425 sq. ft.) 802 E 56th St. Hialeah, FL	12	Month	\$	\$
PUBLIC WORKS					
15	WATER & SEWERS DEPART. (18,026 sq.ft.) (Two Buildings) 3700 W 4 Ave. Hialeah, FL	12	Month	\$	\$
EDUCATION COMMUNITY SERVICE (E.C.S)					
16	ECS Department (10,865 sq.ft.) 7400 W 24 Ave. Hialeah, FL	12	Month	\$	\$
GENERAL GOVERNMENT					
17	CITY HALL (60,814 sq.ft.) 501 Palm Ave Hialeah, FL	12	Month	\$	\$
18	N.S.C - BLANCHE MORTON (15,431 sq.ft.) 300 E 1 AVE Hialeah, FL	12	Month	\$	\$
ELDERLY HOUSING UNITS					
19	VILLA ESPERANZA (19,380 sq.ft.) 1470 - 1480 W 38th. PL (32 Units W) Hialeah, FL	12	Month	\$	\$
20	THE GARDENS (6,324 sq.ft.) 695 W 2nd. AVE (18 UNITS)Hialeah, FL	12	Month	\$	\$
21	BLDG.29 UNITS -TWO BUILDING (23,862 sq. ft.) 55 E 9th. ST / 70 E 10th ST Hialeah, FL	12	Month	\$	\$
22	VILLA AIDA (56,244 sq.ft.) 20 W 6th. ST BLDG. 57 UNITS Hialeah, FL	12	Month	\$	\$
23	Villa Aida Annex (32,000 sq.ft.) 80 W 6th. ST BLDG. 32 UNITS Hialeah, FL	12	Month	\$	\$
24	MARTIN LUTHER KING / 8 UNITS Seminola (5,000 sq.ft.) 470 W 23 rd. ST Hialeah, FL	12	Month	\$	\$

Appendix C
RFP COST PROPOSAL
(continued)

25	VILLA ROSA & DAISY/300 UNITS-FOUR BLDG. 300-A Units (79,750 sq.ft.) 1340 W 26th. PL - 75 UNITS Hialeah, FL	12	Month	\$	\$
26	VILLA ROSA & DAISY/300 UNITS-FOUR BLDG. 300-B Units (79,750 sq.ft.) 1350 W 26th. PL - 75 UNITS Hialeah, FL	12	Month	\$	\$
27	VILLA ROSA & DAISY/300 UNITS-FOUR BLDG. 300-C Units (79,750 sq.ft.) 1360 W 26th. PL - 75 UNITS Hialeah, FL	12	Month	\$	\$
28	VILLA ROSA & DAISY/300 UNITS-FOUR BLDG. 300-D Units (79,750 sq.ft.) 1370 W 26th. PL - 75 UNITS Hialeah, FL	12	Month	\$	\$
29	VILLA ALEGRIA / 72 UNITS (79,415 sq.ft.) 275 PALM AVE 72 Units Hialeah, FL	12	Month	\$	\$
30	VILLA SOL / 9 UNITS (15,370 sq.ft.) 45 W 6 ST - 9 UNITS Hialeah, FL	12	Month	\$	\$
31	VILLA TERESITA / 33 UNITS (38,568 sq. ft) 525 W 1 AVE - 33 UNITS Hialeah, FL	12	Month	\$	\$
32	VILLA LUNA / 35 UNITS (39,103 sq.ft.) 355 E 32nd. ST - 35 UNITS Hialeah, FL	12	Month	\$	\$
PARKS					
33	BABCOCK PARK RECREATION CENTER (5,218 sq.ft.) 651 E 4th. AVE Hialeah, FL	12	Month	\$	\$
34	BABCOCK PARK POOL BLDG. (808 sq.ft.) 651 E 4th. AVE Hialeah, FL	12	Month	\$	\$
35	BRIGHT PARK RECREATION CENTER (3,991 sq.ft.) 750 E 35th. ST Hialeah, FL	12	Month	\$	\$
36	BUCKY DENT RECREATION CENTER (12,210 sq.ft.) 2250 W 60th. ST Hialeah, FL	12	Month	\$	\$
37	BUCKY DENT AQUATIC CENTER (13,210 sq.ft.) 2250 W 60th. ST Hialeah, FL	12	Month	\$	\$
38	CASAS PARK RECREATION CENTER (3,725 sq.ft.) 7900 W 32nd. AVE Hialeah, FL	12	Month	\$	\$
39	COTSON PARK RECREATION CENTER (3,714 sq. ft.) 520 W 23rd. ST Hialeah, FL	12	Month	\$	\$
40	GOODLET PARK RECREATION CENTER (5,131 sq.ft.) 4200 W 8th. AVE Hialeah, FL	12	Month	\$	\$
41	GOODLET TENNIS CENTER (2,107 sq.ft.) 4150 W 8 AVE Hialeah, FL	12	Month	\$	\$
42	MCDONALD PARK AQUATIC CENTER (6,662 sq.ft.) 7505 W 12 AVE Hialeah, FL	12	Month	\$	\$
43	MCDONALD PARK RECREATION CENTER (4,614 sq.ft.) 7505 W 12 AVE Hialeah, FL	12	Month	\$	\$
44	MILANDER AQUATIC CENTER (6,716 sq.ft.) 4700 PALM AVE Hialeah, FL	12	Month	\$	\$
45	MILANDER RECREATION CENTER(6,716 sq.ft.) 4700 Palm Ave Hialeah, FL	12	Month	\$	\$
46	O'QUINN RECREATION CENTER (3,914 sq.ft.) 6051 W 2nd. AVE Hialeah, FL	12	Month	\$	\$
47	PALM LAKE PARK (1,206 sq.ft.) 7460 W 16 AVE Hialeah, FL	12	Month	\$	\$
48	SLADE PARK RECREATION CENTER (7,770 sq.ft.) 2501 W 74th. ST Hialeah, FL	12	Month	\$	\$
49	SOUTHEAST RECREATION CENTER (3,934 sq.ft.) 1015 SE 9 Ave. Hialeah, FL	12	Month	\$	\$
50	SPARKS PARK RECREATION CENTER (4,998 sq.ft.) 1301 W 60th. ST Hialeah, FL	12	Month	\$	\$
51	WALKER PARK RECREATION CENTER (22,129 sq.ft.) 800 W 29th. ST Hialeah, FL	12	Month	\$	\$

52	WILDE PARK RECREATION CENTER (19,267 sq.ft.) 1701 W 53 TERR. Hialeah, FL	12	Month	\$	\$
II. SEASONAL SCHEDULES:					
Facility					
53	BABCOCK PARK RECREATION CENTER (5,218 sq.ft.) 2nd week of June – 3rd week of August 7:30am – 9:00pm	12	Month	\$	\$
54	BRIGHT PARK POOL (1,380 sq.ft.) (1st Week of June to 3rd week of August)	12	Month	\$	\$
55	BUCKY DENT PARK RECREATION CENTER (12,210 sq.ft.) 2nd week of June – 3rd week of August 7:30am – 9:00pm	12	Month	\$	\$
56	GOODLET PARK RECREATION CENTER (5,131 sq.ft.) 2nd week of June – 3rd week of August 7:30am – 9:00pm	12	Month	\$	\$
57	MCDONALD PARK AQUATIC CENTER (6,662 sq.ft.) (2nd week of March to last week of October)	12	Month	\$	\$
58	MILANDER RECREATION CENTER (6,716 sq.ft.) 2nd week of June – 3rd week of August 7:30am – 9:00pm	12	Month	\$	\$
59	SLADE PARK (7,770 sq.ft.) 2nd week of June – 3rd week of August 7:30am – 9:00pm	12	Month	\$	\$
60	WILDE COMMUNITY CENTER (19,267 sq.ft.) 2nd week of June – 3rd week of August 7:30am – 9:00pm	12	Month	\$	\$
61	WALKER COMMUNITY CENTER (1,305 sq.ft.) 2nd week of June – 3rd week of August 7:30am – 9:00pm	12	Month	\$	\$
62	WALKER PARK POOL (1,305 sq.ft.) 2nd week of June – 3rd week of August 7:30am – 9:00pm	12	Month	\$	\$
TOTAL (SUM of "Extended Amount" for lines 1 to 62) \$					
ADDITIONAL SERVICES / SPECIAL REQUESTS (RFP SECTION 3, PARAGRAPH 3.1)					
	Description	Unit of Measure	Unit Price		
1	Shampoo of Carpets	Square Foot	\$		
2	Shampoo of Upholstery	Hour	\$		
3	Stripping & Refinish Floors - Resilient Tile	Square Foot	\$		
4	Tile Grout Steam Cleaning	Square Foot	\$		
5	Stripping & Refinish Floors - Terrazzo Floors	Square Foot	\$		
6	High-Pressure Cleaning	Square Foot	\$		
7	Degreasing Concrete Floors	Square Foot	\$		
8	Cleaning of Light Fixtures	Hour	\$		
9	Water Extraction	Square Foot	\$		
10	Graffiti Removal	Square Foot	\$		
11	Cleaning of Canopies/Awnings	Hour	\$		
12	Office Furniture Deep Cleaning	Hour	\$		
13	Washing of Interior Glass	Hour	\$		
14	High Dusting (dusting above 7 feet from the floor)	Hour	\$		
<p>NOTE: Unit Price shall include, but not be limited to, full compensation for labor, supervision, personnel, materials, any and all tools and equipment used, travel and related expenses, and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Unit Prices shall remain fixed and firm for the term of the contract, including renewal options.</p> <p>THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS</p>					

Appendix C
RFP COST PROPOSAL
(continued)

Name of Proposer's Agent (Please Print)

Title: _____

Signature of Proposer's Agent

Date

WITNESSES:

Witness Name (Please Print)

Witness Name (Please Print)

Witness Signature

Witness Signature

Sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____ by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

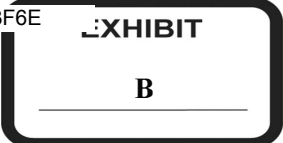
Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Services Agreement-Janitorial Services

EXHIBIT B

Providers Fees



Appendix C

RFP COST PROPOSAL

Request for Proposal No. 2022-23-8500-36-039 - City-Wide Janitorial Maintenance Services

THIS COST PROPOSAL SHALL BE VALID FOR ONE HUNDRED EIGHTY (180) DAYS FROM DATE OF OPENING

Company Name SFM Janitorial Services, LLC.

Company Address 7500 NW 74 Avenue

City Medley **State** FL **Zip** 33166

Telephone (305) 818.2424 **Fax (305)** 818.3510

E-Mail Address cinfante@sfmsservices.com

The prices stated on the cost proposal form below represents the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other is allowed herein. No other fees, charges or costs shall be assessed or charged against the City other than any stipulated in Appendix C. This is the only document that needs to be included in the Cost Package. This package shall be submitted in a sealed envelope, separate for the Qualifications Package, and identified as the Cost Package. The Cost Proposal Form shall be completed mechanically or, if manually, in ink. Cost Proposal Form completed in pencil shall be deemed non-responsive. All corrections on the Cost Proposal Form shall be initialed by the dates identified as follows:

INTENTIONALLY LEFT BLANK

Item	Description	Estimated	Unit of	Monthly Cost	Yearly Cost
JANITORIAL SERVICES (ROUTINE SCHEDULE PER RFP SECTION 3, PARAGRAPH 3.10)					
LIBRARIES					
1	CURTISS E-LIBRARY (4,904 sq. ft.) 501 E 4th Ave. Hialeah, FL	12	Month	\$ 1,085.00	\$ 13,020.00
2	J.F.K. LIBRARY (27,936 sq. ft.) 190 W 49 St. Hialeah, FL	12	Month	\$ 4,426.00	\$ 53,112.00
3	WALKER E-LIBRARY (INCLUDED in WALKER RECREATION CENTER SQFT) 800 W 29th. ST Hialeah, FL	12	Month	\$ 908.00	\$ 10,896.00
4	WEST HIALEAH E-LIBRARY (INCLUDED in ECS DEPARTMENT SQFT) 7400 W 24 Ave. Hialeah, FL	12	Month	\$ 1,381.00	\$ 16,572.00
5	WILDE PARK E-LIBRARY (INCLUDED in WILDE RECREATION CENTER SQFT) 1701 W 53 TERR. Hialeah, FL	12	Month	\$ 778.00	\$ 9,336.00
FIRE					
6	FIRE STATION ADMINISTRATION/911 (58,062 sq. ft.) 83 E 5th St. Hialeah, FL	12	Month	\$ 11,732.00	\$ 140,784.00
NORTHCOMPLEX					
7	CONSTRUCTION & MAINTENANCE MAIN OFFICE (5,407 sq. ft.) 900 E 56th St. BLDG #1 Hialeah, FL	12	Month	\$ 1,340.00	\$ 16,080.00
8	PARK RECREATION/ STREETS MAIN OFFICE (10,691 sq. ft.) 900 E 56th St. BLDG #4 Hialeah, FL	12	Month	\$ 2,362.00	\$ 28,344.00
9	FLEET MAINTENANCE (72,819 sq. ft.) 900 E 56th St. BLDG #13 Hialeah, FL	12	Month	\$ 2,296.00	\$ 27,552.00
POLICE					
10	Police Administration (47,716 sq.ft) 5555 E 8th Ave Hialeah, FL	12	Month	\$ 12,264.00	\$ 147,168.00
11	Police Training (14,029 sq.ft.) 808 E 56th St. Hialeah, FL	12	Month	\$ 2,262.00	\$ 27,144.00
12	Police K-9 (WITHIN TRAINING)	12	Month	\$ 567.00	\$ 6,804.00
13	Police Sector 1 (4,908 Sq.ft.) 501 E. 4th Ave Hialeah, FL	12	Month	\$ 1,292.00	\$ 15,504.00
14	Police Sector 3 (5,010 sq. ft.) 2700 W. 8th Ave Hialeah, FL	12	Month	\$ 1,292.00	\$ 15,504.00
15	Police Sector 5 (5,776 sq.ft.) 7400 W 24th Ave Hialeah, FL	12	Month	\$ 2,398.00	\$ 28,776.00
16	Police Sector 4 (7,300 Sq. ft.) 7400 W 10th Ave Hialeah, FL	12	Month	\$ 2,398.00	\$ 28,776.00
17	EOC Building (5,425 sq. ft.) 802 E 56th St. Hialeah, FL	12	Month	\$ 236.00	\$ 2,832.00
PUBLIC WORKS					
18	WATER & SEWERS DEPART. (18,026 sq.ft.) (Two Buildings) 3700 W 4 Ave. Hialeah, FL	12	Month	\$ 3,542.00	\$ 42,504.00
EDUCATIONCOMMUNITY SERVICE(E.C.S)					
19	ECS Department (10,865 sq.ft.) 7400 W 24 Ave. Hialeah, FL	12	Month	\$ 1,107.00	\$ 13,284.00
GENERAL GOVERNMENT					
20	CITY HALL (60,814 sq.ft.) 501 Palm Ave Hialeah, FL	12	Month	\$ 14,288.00	\$ 171,456.00
21	N.S.C - BLANCHE MORTON (15,431 sq.ft.) 300 E 1 AVE Hialeah, FL	12	Month	\$ 2,386.00	\$ 28,632.00
ELDERLY HOUSING UNITS					
22	VILLA ESPERANZA (19,380 sq.ft.) 1470 - 1480 W 38th. PL (32 Units W) Hialeah, FL	12	Month	\$ 1,814.00	\$ 21,768.00
23	THE GARDENS (6,324 sq.ft.) 695 W 2nd. AVE (18 UNITS)Hialeah, FL	12	Month	\$ 1,913.00	\$ 22,956.00

24	BLDG.29 UNITS -TWO BUILDING (23,862 sq. ft.) 55 E 9th. ST / 70 E 10th ST Hialeah, FL	12	Month	\$ 1,913.00	\$ 22,956.00
25	VILLA AIDA (56,244 sq.ft.) 20 W 6th. ST BLDG. 57 UNITS Hialeah, FL	12	Month	\$ 4,656.00	\$ 55,872.00
26	Villa Aida Annex (32,000 sq.ft.) 80 W 6th. ST BLDG. 32 UNITS Hialeah, FL	12	Month	\$ 2,312.00	\$ 27,744.00
27	MARTIN LUTHER KING / 8 UNITS Seminola (5,000 sq.ft.) 470 W 23 rd. ST Hialeah, FL	12	Month	\$ 1,382.00	\$ 16,584.00
28	VILLA ROSA & DAISY/300 UNITS FOUR BLDG. 300 A Units (79,750 sq.ft.) 1340 W 26th. PL - 75 UNITS Hialeah, FL	12	Month	\$ 2,286.00	\$ 27,432.00
29	VILLA ROSA & DAISY/300 UNITS-FOUR BLDG. 300-B Units (79,750 sq.ft.) 1350 W 26th. PL - 75 UNITS Hialeah, FL	12	Month	\$ 2,286.00	\$ 27,432.00
30	VILLA ROSA & DAISY/300 UNITS-FOUR BLDG. 300-C Units (79,750 sq.ft.) 1360 W 26th. PL - 75 UNITS Hialeah, FL	12	Month	\$ 2,286.00	\$ 27,432.00
31	VILLA ROSA & DAISY/300 UNITS-FOUR BLDG. 300-D Units (79,750 sq.ft.) 1370 W 26th. PL - 75 UNITS Hialeah, FL	12	Month	\$ 2,286.00	\$ 27,432.00
32	VILLA ALFGRIA / 72 UNITS (79,415 sq.ft.) 275 PALM AVE 72 Units Hialeah, FL	12	Month	\$ 4,338.00	\$ 52,056.00
33	VILLA SOL / 9 UNITS (15,370 sq.ft.) 45 W 6 ST - 9 UNITS Hialeah, FL	12	Month	\$ 1,351.00	\$ 16,212.00
34	VILLA TERESITA / 33 UNITS (38,568 sq. ft) 525 W 1 AVE - 33 UNITS Hialeah, FL	12	Month	\$ 2,312.00	\$ 27,744.00
35	VILLA LUNA / 35 UNITS (39,103 sq.ft.) 355 E 32nd. ST - 35 UNITS Hialeah, FL	12	Month	\$ 1,912.00	\$ 22,944.00
PARKS					
36	BABCOCK PARK RECREATION CENTER (5,218 sq.ft.) 651 E 4th. AVE Hialeah, FL	12	Month	\$ 3,640.00	\$ 43,680.00
37	BABCOCK PARK POOL BLDG. (808 sq.ft.) 651 E 4th. AVE Hialeah, FL	12	Month	\$ 564.00	\$ 6,768.00
38	BRIGHT PARK RECREATION CENTER (3,991 sq.ft.) 750 E 35th. ST Hialeah, FL	12	Month	\$ 5,624.00	\$ 67,488.00
39	BUCKY DENT RECREATION CENTER (12,210 sq.ft.) 2250 W 60th. ST Hialeah, FL	12	Month	\$ 4,166.00	\$ 49,992.00
40	BUCKY DENT AQUATIC CENTER (13,210 sq.ft.) 2250 W 60th. ST Hialeah, FL	12	Month	\$ 7,873.00	\$ 94,476.00
41	CASAS PARK RECREATION CENTER (3,725 sq.ft.) 7900 W 32nd. AVE Hialeah, FL	12	Month	\$ 7,873.00	\$ 94,476.00
42	COTSON PARK RECREATION CENTER (3,714 sq. ft.) 520 W 23rd. ST Hialeah, FL	12	Month	\$ 5,288.00	\$ 63,456.00
43	GOODLET PARK RECREATION CENTER (5,131 sq.ft.) 4200 W 8th. AVE Hialeah, FL	12	Month	\$ 3,418.00	\$ 41,016.00
44	GOODLET TENNIS CENTER (2,107 sq.ft.) 4150 W 8 AVE Hialeah, FL	12	Month	\$ 3,418.00	\$ 41,016.00
45	MCDONALD PARK AQUATIC CENTER (6,662 sq.ft.) 7505 W 12 AVE Hialeah, FL	12	Month	\$ 5,898.00	\$ 70,776.00
46	MCDONALD PARK RECREATION CENTER (4,614 sq.ft.) 7505 W 12 AVE Hialeah, FL	12	Month	\$ 9,977.00	\$ 119,724.00

47	MILANDER AQUATIC CENTER (6,716 sq.ft.) 4700 PALM AVE Hialeah, FL	12	Month	\$ 7,046.00	\$ 84,552.00
48	MILANDER RECREATION CENTER(6,716 sq.ft.) 4700 Palm Ave Hialeah, FL	12	Month	\$ 4,294.00	\$ 51,528.00
49	O'QUINN RECREATION CENTER (3,914 sq.ft.) 6051 W 2nd. AVE Hialeah, FL	12	Month	\$ 4,597.00	\$ 55,164.00
50	PALM LAKE PARK (1,206 sq.ft.) 7460 W 16 AVE Hialeah, FL	12	Month	\$ 3,648.00	\$ 43,776.00
51	SLADE PARK RECREATION CENTER (7,770 sq.ft.) 2501 W 74th. ST Hialeah, FL	12	Month	\$ 8,256.00	\$ 99,072.00
52	SOUTHEAST RECREATION CENTER (3,934 sq.ft.) 1015 SE 9 Ave. Hialeah, FL	12	Month	\$ 4,706.00	\$ 56,472.00
53	SPARKS PARK RECREATION CENTER (4,998 sq.ft.) 1301 W 60th. ST Hialeah, FL	12	Month	\$ 3,734.00	\$ 44,808.00
54	WALKER PARK RECREATION CENTER (22,129 sq.ft.) 800 W 29th. ST Hialeah, FL	12	Month	\$ 2,709.00	\$ 32,508.00
55	WILDE PARK RECREATION CENTER (19,267 sq.ft.) 1701 W 53 TERR. Hialeah, FL	12	Month	\$ 6,361.00	\$ 76,332.00

II. SEASONAL SCHEDULES:

Facility					
56	BABCOCK PARK RECREATION CENTER (5,218 sq.ft.) 2nd week of June – 3rd week of August 7:30am – 9:00pm	10	Week	\$ 1,413.00	\$ 14,130.00
57	BRIGHT PARK POOL (1,380 sq.ft.) 1st Week of June to 3rd week of August 12:30pm – 5:30pm	12	Week	\$ 792.00	\$ 9,504.00
58	BUCKY DENT PARK RECREATION CENTER (12,210 sq.ft.) 2nd week of June – 3rd week of August 7:30am – 9:00pm	10	Week	\$ 1,400.00	\$ 14,000.00
59	GOODLET PARK RECREATION CENTER (5,131 sq.ft.) 2nd week of June – 3rd week of August 7:30am – 9:00pm	10	Week	\$ 510.00	\$ 5,100.00
60	McDONALD PARK AQUATIC CENTER (6,662 sq.ft.) 2nd week of March – last week of October Monday-Friday 7:00am-9:00pm Saturday-Sunday 11:00am-6:00pm	34	Week	\$ 1,801.00	\$ 61,234.00
61	MILANDER RECREATION CENTER (6,716 sq.ft.) 2nd week of June – 3rd week of August 7:30am – 9:00pm	10	Week	\$ 1,218.00	\$ 12,180.00
62	SLADE PARK (7,770 sq.ft.) 2nd week of June – 3rd week of August 7:30am – 9:00pm	10	Week	\$ 195.00	\$ 1,950.00
63	WILDE COMMUNITY CENTER (19,267 sq.ft.) 2nd week of June – 3rd week of August 7:30am – 9:00pm	10	Week	\$ 333.00	\$ 3,330.00
64	WALKER COMMUNITY CENTER (1,305 sq.ft.) 2nd week of June – 3rd week of August 7:30am – 9:00pm	10	Week	\$ 862.00	\$ 8,620.00
65	WALKER PARK POOL (1,305 sq.ft.) 2nd week of June – 3rd week of August 7:30am – 9:00pm	10	Week	\$ 718.00	\$ 7,180.00

TOTAL (SUM of "Extended Amount" for lines 1 to 62)**\$ 2,614,952.00**

ADDITIONAL SERVICES / SPECIAL REQUESTS (RFP SECTION 3, PARAGRAPH 3.1)

	Description	Unit of Measure	Unit Price		
1	Shampoo of Carpets	Square Foot	\$ 0.19		
2	Shampoo of Upholstery	Hour	\$ 30.00		
3	Stripping & Refinish Floors - Resilient Tile	Square Foot	\$ 0.42		

4	Tile Grout Steam Cleaning	Square Foot	\$ 0.50		
5	Stripping & Refinish Floors - Terrazzo Floors	Square Foot	\$ 0.45		
6	High-Pressure Cleaning	Square Foot	\$ 0.12		
7	Degreasing Concrete Floors	Square Foot	\$ 0.25		
8	Cleaning of Light Fixtures	Hour	\$ 26.00		
9	Water Extraction	Square Foot	\$ 0.25		
10	Graffiti Removal	Square Foot	\$ 1.50		
11	Cleaning of Canopies/Awnings	Hour	\$ 30.00		
12	Office Furniture Deep Cleaning	Hour	\$ 30.00		
13	Washing of Interior Glass	Hour	\$ 30.00		
14	High Dusting (dusting above 7 feet from the floor)	Hour	\$ 30.00		
15	Emergency Work	Hour	\$ 60.00		
<p>NOTE: Unit Price shall include, but not be limited to, full compensation for labor, supervision, personnel, materials, any and all tools and equipment used, travel and related expenses, and any and all other costs to the Proposer.</p> <p>The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Unit Prices shall remain fixed and firm for the term of the contract, including renewal options.</p> <p>THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS</p>					

Appendix C
RFP COST PROPOSAL
(continued)

Name of Proposer's Agent (Please Print)

Title: Manager

Christian Infante


Signature of Proposer's Agent

09/14/2023

Date

WITNESSES:


Jose M. Infante

Witness Name (Please Print)

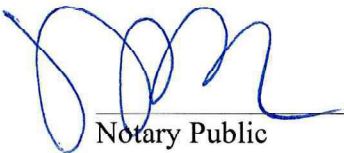

Witness Signature

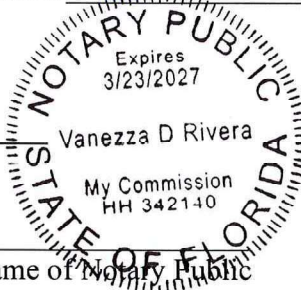
Vanezza D. Rivera

Witness Name (Please Print)


Witness Signature

Sworn to and subscribed before me by means of physical presence or online notarization, this 14 day of September, 2023 by Christian Infante, who is personally known to me or who has produced n/a as identification.


Notary Public



Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
D	Crime			BDJD77677105	03/01/2024	03/01/2025	\$500,000
							Ded: \$5,000

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when required by written contract or agreement	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your **work**" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 371219

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when required by written contract or agreement	All completed operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US {WAIVER OF SUBROGATION) -
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

PROFESSIONAL SERVICES AGREEMENT (“AGREEMENT”) BETWEEN THE CITY OF HIALEAH, FLORIDA AND SFM JANITORIAL SERVICES, LLC.

This Agreement entered into this 02 day of April, 2024, by and between the City of Hialeah, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida ("City"), 501 Palm Avenue, Hialeah, Florida 33010 and SFM Janitorial Services, LLC. ("Provider"), principal business address 7500 NW 74 Avenue Medley, FL 33166.

WHEREAS, the City solicited Proposals from all qualified companies that wished to provide the City, pursuant to City of Hialeah Request for Proposals no. 2022-23-8500-36-039 “City -Wide Janitorial Maintenance Services”, (hereafter “RFP”); and

WHEREAS, the City awarded the proposal to Provider pursuant to Resolution Number 2024-065; and

WHEREAS, the Provider in conformity with the terms of the RFP, which are incorporated herein by reference, will provide the City with all labor, materials, tools, and equipment necessary to provide regular and systematic City-Wide Janitorial Maintenance Services; and

WHEREAS, the City agrees to enter into this Agreement with the Provider pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understood and agree as follows:

I. TERM

This Agreement is a continuing contract between the Provider and the City. The Agreement shall commence on the date provided above and shall continue in force until either party terminates the Agreement as provided for in Section XII or the City terminates the Agreement pursuant to Section XIII below or one year from the Commencement Date, whichever is earlier.

II. SCOPE OF SERVICES

A In consideration of the fee to be paid to the Provider by the City, Provider shall provide the work and services described in Section 3.0 of the RFP, incorporated herein by reference and attached as Exhibit A.

III. COMPENSATION AND PAYMENT TERMS

A. Provider’s fees are identified in Appendix C of the RFP, attached hereto as Exhibit “B”. The Provider shall provide the City with its billing monthly, along with the

appropriate supporting documents, but cost not to exceed the annual fee for 2024, 2025, and 2026 in the amount of \$2,614,952.00, for the City-Wide Janitorial Maintenance Services and in substantial conformity with the attached RFP 2022-23-8500-36-039, attached hereto and made a part hereof as Exhibit "A".

B. The City shall not withhold federal income or employment taxes from the compensation or amounts paid to the Provider under this Agreement. The City will report the amount of compensation paid to Provider during each year under this Agreement to the Internal Revenue Service ("IRS") on Form 1099. Provider herein expressly acknowledges that the City has not made any representations about the tax consequences associated with any payments made to Provider pursuant to this Agreement. Provider understands and agrees that should the IRS, or any other taxing authority or other federal, state or local agency assert, argue or determine that any money received or paid pursuant to this Agreement is taxable wages, income or benefits of any kind, the Provider will be solely and individually responsible for all tax consequences of the payments received pursuant to this Agreement, including but not limited to the payment of any and all taxes, contributions (either from the Provider or the City or both) or withholdings, and any related attorney's fees, interest, costs, penalties or other charges, regardless of whether the City should have withheld or paid such taxes or made such contributions (including Social Security or Medicare). The Provider hereby expressly waives any claim to and shall indemnify, reimburse and hold the City harmless for any and all taxes, contributions, withholdings, fees, attorney's fees, interest and/or penalties owed or claimed to be owed by the IRS on these amounts and assume any and all liability for all such taxes, interest or penalties against the City. The Provider will also indemnify the City for any and all costs, interest and attorney's fees paid or owed by the City as a result of any claim made by any federal, state or local agency for taxes, penalties, costs, interest, fees or contributions that allegedly are owing as a result of the amounts paid to the Provider under this Agreement.

IV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Provider understands that agreements between private entities and local governments are subject to certain laws and regulations, including but not limited to, laws pertaining to open public meetings, public records, conflicts of interest, procurement procedures, and record keeping, and the Provider agrees to comply with and to observe all applicable laws, codes and ordinances and amendments to them. Provider warrants that the material supplied and services performed under this Agreement or any Statement of Work shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments.

V. GENERAL CONDITIONS

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by certified

mail addressed to the other party at the address indicated below or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by certified mail, on the postmark date.

CITY	PROVIDER
Jorge Martinez Construction & Maintenance Dir. City of Hialeah, Florida 900 E 56 Street, Bldg. 1 Hialeah, FL 33013 Telephone: 305-687-2660	SFM Janitorial Services, LLC Christian Infante 7500 NW 74 Avenue Medley, FL 33166 Telephone: (305) 818-2424 Email: cinfante@sfmnservices.com

V. OWNERSHIP OF DOCUMENTS; RIGHTS IN WORK PRODUCT

A. All documents developed by the Provider under this Agreement shall be delivered to City by the Provider upon completion of the services required pursuant to Section II hereof and shall become the property of City, without restriction or limitation of its use.

B. All materials, documents, information, hardware and software supplied by Provider to City are and shall remain the exclusive property of the City. Provider hereby assigns all rights, title and interest in and to all work made for hire. Provider shall provide all necessary and reasonable assistance required to perfect the rights in such work. It is further understood by and between the parties that any information, writings, tapes, maps, contract documents, reports or any other matter whatsoever which is given by City by the Provider pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Provider for any other purposes whatsoever without the written consent of the City.

C. At the City's request or upon the termination of this Agreement, Provider agrees to stop using and to immediately return to the City all equipment, tools or facilities furnished to Provider.

D. Provider warrants that Provider shall perform all services in a professional manner, in accordance with the standards of the profession, and that all services shall comply with the descriptions and representations contained in this Agreement.

E. During the Term of this Agreement, Provider may be exposed to information which is confidential or proprietary to the City. This information includes, but is not limited to, trade secrets, exposure to entities with which the City has a contractual relationship, information classified as personal or confidential by contract, by law, and any other information that a reasonable person would understand to be of a confidential or proprietary nature ("Confidential Information"). During the Term of this Agreement, or at any time thereafter, Provider shall not use for Provider's own benefit, or

for the benefit of any other person or entity, Confidential Information which Provider has acquired in the course of performing this Agreement, except as may be necessary in the performance of this Agreement. Provider agrees to be bound by all obligations of nondisclosure the City has assumed by contract, or law and may require Provider sign a non-disclosure agreement similar in scope should the City's contractual obligations require Provider to do so. Provider shall abide by and use all reasonable security measures, controls or protocols, adopted by the City to prevent unauthorized access, use, misuse, disposal or disclosure of and ensure the security, integrity, confidentiality and privacy of the Confidential Information Provider obtains from the City in the provision of Services.

VI. NONDELEGABLE

The Provider acknowledges that in entering upon this Agreement, the City has relied upon the Provider's professional background and experience, including any prior experience in providing these or other similar services to the City. As such, the duties and obligations undertaken by the Provider pursuant to this Agreement shall not be delegated or assigned to any person or entity, in whole or in part, unless the City shall first consent in writing to the performance or assignment of such service or any part thereof by another person or entity. In any instance where Provider desires to effect an assignment, or delegate any right or responsibility of, or subcontract for performance under this Agreement, Provider shall provide to the City all documents and information that the City may reasonably request to allow the City to evaluate whether the proposed assignee, delegate, or subcontractor has the integrity, reliability, experience and capability in all respect to fully perform in good faith. Consent shall not be unreasonably withheld, and all subcontractors or assignees shall be governed by the terms and conditions of this Agreement. Provider shall not be relieved of any performance obligations under this Agreement by virtue of an assignment, delegation or subcontract.

VII. AWARD OF AGREEMENT

The Provider warrants that Provider has not employed or retained any person employed by the City to solicit or secure this agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this agreement.

VIII. CONSTRUCTION OF AGREEMENT

This agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The Provider agrees to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

IX. CONFLICT OF INTEREST

A. Provider covenants that no person employed by Provider who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interests, direct or indirect, with Provider. Provider further covenants that, in the performance of the Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of the Provider or its employees must be disclosed in writing to the City.

B. Provider is aware of the conflict of interest laws of the City, Hialeah Code, ch. 26, Art I and II; Miami-Dade County, Florida, Code of Miami-Dade County, Florida § 2-11.1 et seq.; and the State of Florida, Chapter 112, Part III, Florida Statutes and agrees that it shall fully comply in all respects with the terms of said laws.

X. INDEPENDENT CONTRACTOR

It is the intent of the Parties that Provider, its employees, agents or representatives, shall be deemed to be independent contractors and not agents or employees of the City. The City shall have no obligation to pay or provide for Provider other than for compensation for Services rendered pursuant to this Agreement. Provider shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded classified or unclassified employees of the City, such as pension benefits, worker's compensation, health insurance, unemployment benefits or any other right, benefit, or privilege granted to the City's officers and employees. Provider agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other businesses, that it makes its own investment in its business, and that it will utilize a high level of skills necessary to perform the Scope of Services. This Agreement shall not be construed as creating a joint employment relationship between Provider and the City. Therefore, the City shall not be liable for any obligation incurred by Provider, including but not limited to, unpaid minimum wages and/or overtime premiums.

XI. PUBLIC RECORDS

Provider shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including any applicable provisions in Section 119.0701, Florida Statutes. To the extent that Provider and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, and to the extent Provider retains records not otherwise transferred to the City pursuant to this Agreement, the Contractor shall:

A. Keep and maintain public records required by the City to perform the services provided hereunder.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.

D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Provider fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If Provider fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, BY TELEPHONE (305/883-5820), E-MAIL (CityClerk@hialeahfl.gov), OR MAIL (CITY OF HIALEAH, OFFICE OF THE CITY CLERK, 501 PALM AVENUE, 3RD FLOOR, HIALEAH, FLORIDA 33010).

XII. INDEMNIFICATION

Provider shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully, for itself, its successors, assigns, executors, administrators, and anyone else who might attempt to sue on Provider's behalf, waive, release, hold harmless, indemnify, covenant not to sue, agree to defend, and forever discharge the City of Hialeah, its officers, elected or appointed, directors, employees, agents, attorneys, contractors and all other persons, entities, organizations and corporations affiliated therewith (all of whom constitute the "Released Parties") from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any

judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind (collectively "Claims"), arising out of, resulting from, or relating to services to be provided pursuant to this Agreement or Provider's exercise of any right or discharge of any obligation pursuant to the terms of this Agreement, except for Claims caused or resulting from the sole negligent acts or omissions of the Released Parties. This Section shall survive the termination of this Agreement.

XIII. LIMITATION OF LIABILITY

The City's total liability to the Provider for any and all liabilities, claims, or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including but not limited to breach of contract, tort, strict liability, statutory liability or otherwise, shall not in the aggregate, exceed the amount owed to the Provider by the City under this Agreement

In no event shall the City be liable to the Provider for any punitive, exemplary, special, indirect, incidental, or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment downtime, and loss of or corruption of data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss. The City may, in addition to other remedies available to the City at law or equity and upon notice to Provider, retain such monies from amounts due Provider or set off any liability or other obligation to Provider as may be necessary to satisfy any Claim asserted against the City.

XIV. TERMINATION FOR CONVENIENCE

The City retains the right to terminate this Agreement, for any reason or no cause at all, upon 10 days written notice prior to the completion of the Services required pursuant to Section II without penalty to the City. In that event, notice of termination of this Agreement shall be in writing to Provider who shall be paid for those Services performed prior to the date of its receipt of the notice of termination. In no case, however, will City pay the Provider an amount in excess of the total sum provided by this Agreement.

It is hereby understood that any payment made to the Provider in accordance with this section shall be made only if the Provider is not in default under the terms of this agreement. If Provider is in default, then the City shall in no way be obligated to pay and shall not pay the Provider any sum.

Notwithstanding any other provision in this Agreement, the City shall not be obligated for Provider's performance hereunder or by any provision of this Agreement during any of the City's future fiscal years unless and until the City Council appropriates funds for this Agreement in the City's budget for each such future fiscal year. In the

event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of September 30 of the last fiscal year in which funds were appropriated. The City shall notify Provider in writing of any such non-allocation of funds at the earliest possible date.

XV. TERMINATION UPON DEFAULT

A. Termination for Cause: The City may terminate this Agreement for cause, which shall include but not be limited to the following:

1. Provider fails to comply and/or perform in accordance with this Agreement;
or
2. Provider's performance of this Agreement, for any reason, is rendered impossible or not feasible; or
3. Provider files a voluntary petition in bankruptcy or reorganization, or makes any assignment for the benefit of creditors, or seeks any similar relief under any present or future statute, law or regulations relating to relief of debtors;
or
4. Provider is adjudicated bankrupt or has any involuntary petition in

bankruptcy filed against Provider; or
5. If Provider causes or commits one or more of the foregoing acts or events that would give rise to termination for cause, then, after seven (7) days written notice provided to Provider by the City within which to cease and/or correct such deficiencies, and upon failure to do so after such written notice, this Agreement is hereby revoked and canceled without the need for other or further action by City.

B. Default and Notice to Cure: Before the City terminates this Agreement pursuant to this subsection B, it shall give written notice to the Provider that a default exists which will, unless corrected, constitute an event of default. The notice shall inform the Provider that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the Provider's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the Provider may request an extension of the cure period in writing providing a detailed explanation why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the Provider's request is

reasonable, as determined by the City's representative or his/her designee, the time to cure the default shall be extended for such additional time as in the City's discretion is reasonably necessary to effect a cure, provided that the Provider exercises continuous diligent efforts to cure the default during the extended cure period. If the Provider fails to cure the default within the cure period, or fails to exercise continuous diligent efforts to cure the default, the City may terminate this Agreement without penalty to the City. The termination shall take effect as of the date specified in the notice of default provided by the City. Upon termination, the City may cure the default at the expense of the Provider, and have recourse to every other right and remedy to which the City is entitled under this Agreement, at law, or in equity.

- C. **Effect of Termination:** It is hereby understood that any payment made to the Provider pursuant to this Agreement shall be made only if the Provider is not in default under the terms of this Agreement. If the Provider is in default, then the City shall in no way be obligated to pay and shall not pay the Provider any sum. Payments made to the Provider while the Provider is in default of the provisions contained herein shall be returned forthwith to the City. The City shall have all recourse and remedy available to it at law or in equity to recover any damages if suffers caused by Provider's breach. Upon termination for cause, the City shall have no further obligation to Provider under this Agreement. The Provider shall not have recourse to any City of Hialeah Grievance or Disciplinary Procedures nor any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded to classified or unclassified employees.

XVI. NONDISCRIMINATION

Provider represents and warrants to City that Provider does not and will not engage in unlawful discriminatory practices and that there shall be no unlawful discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, gender identity/ sexual orientation, religion, age, handicap/disability, marital status, national origin, ancestry, or familial status. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, gender identity/sexual orientation, religion, age, handicap/disability, marital status, national origin, ancestry, or familial status unlawfully be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

XVII. ENTIRE AGREEMENT

This agreement and its attachments and exhibits constitute the sole and only Agreement of the parties and accurately set forth the rights, duties, and obligations of

each to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force and effect.

XVIII. AMENDMENT

No amendments to this agreement shall be binding on either party unless in writing and signed by both parties.

XIX. MISCELLANEOUS

A. Captions, title and paragraph headings are for convenient reference and are not a part of this agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this agreement.

B. In the event of any conflict between the terms of this agreement and any terms or conditions in any attached document(s), the terms in this agreement shall prevail.

C. No waiver or breach of any provision of this agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provisions, paragraph, sentence, word or phrase contained in this agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, or any other governmental agency having subject matter jurisdiction such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this agreement shall remain unmodified and in full force and effect.

E. All rights, obligations and provisions that by their nature are to be performed after any termination of this Agreement, shall survive any such termination. This Agreement shall be construed and enforced according to the laws of the State of Florida. The parties agree that venue for all federal, state and local matters, if any, arising under this Agreement shall be in the applicable respective federal, state, or local courts located in Miami-Dade County, Florida. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties irrevocably waive any rights to a jury trial.

G. Further Assurances. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this agreement.

XX. EMPLOYEE ELIGIBILITY VERIFICATION

Provider shall not employ, contract, hire or retain any person who is not legally authorized under federal law to be employed in the United States, as set forth in 8 U.S.C. section 132a(h)(3), as interpreted by any applicable federal rule or regulation and pursuant to Chapter 448.95 of the Florida Statutes. Furthermore, Provider represents that it is registered to use, uses, and shall continue to use the E-Verify system, an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees, throughout the Term of this Agreement. Provider also represents that it will require from all subcontractors providing labor, goods or services in connection with this Agreement a sworn statement attesting to subcontractor's registration and use of the E-Verify system, and disclaiming the contracting, employment or hiring of unauthorized aliens consistent with the requirements of section 448.095(2)(b)1. and (b)2. for the duration of this Agreement. Provider acknowledges that breach of this provision, by either Provider or any subcontractor of Provider, shall result in immediate termination of this Agreement.

Provider shall execute and submit the affidavit as prescribed by the City, affirming that the provider does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Provider shall provide and executed E-Verify affidavit to establish compliance with F.S. 448.095 requirements. A sample affidavit to be submitted to the City is attached.

XXI. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

The provider, pursuant to Section 287.138, Florida Statutes, as amended certifies that (1) Provider is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in the Provider, as defined by Section 287.138(1)(a), Florida Statutes; as amended and (3) the Provider is not organized under the law of nor has its principal place of business in a foreign country of concern. Foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including

any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended.

XXII. SIGNATORY AUTHORITY

The person(s) signing below on behalf of the Provider respectively, represents and warrants that they each have full right and authority to execute this agreement and bind the Provider to the terms stated herein, that they are authorized to do so, and that no consents of any person(s) are required other than those which have already been obtained.

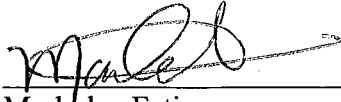
[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

City of Hialeah, Florida
501 Palm Avenue
Hialeah, Florida 33010-0040

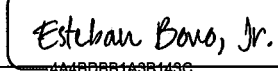
Attest:

Authorized signature on behalf of
City of Hialeah



Marbelys Fatjo
City Clerk

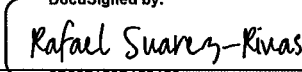
4/22/24



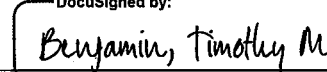
Mayor Esteban Bovo, Jr. Date

Approved as to form and legal sufficiency:

Insurance approved:



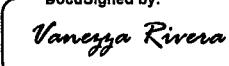
Rafael Suarez-Rivas, City Attorney



Risk Manager, City of Hialeah

Signed, sealed and delivered
in the presence of:

PROVIDER

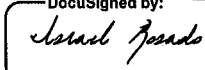


Witness



SFM Janitorial Services, LLC Date

Typed/printed name: Vanezza Rivera



Witness

Typed/printed name: Israel Rosado

[NOTARY PAGE TO FOLLOW]

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2024 by _____ of SFM Janitorial Services, LLC., on behalf of the company, who is personally known to me or who has produced _____ as identification.

(SEAL)

Notary Public

Print Name

My Commission Expires: _____

Services Agreement-Janitorial Services

EXHIBIT A

SCOPE OF SERVICES

A



REQUEST FOR PROPOSALS

City-Wide Janitorial Maintenance Services RFP No. 2022-23-8500-36-039

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

Thursday, August 24, 2023

RESPONSE SUBMISSION DATE AND TIME

Thursday, September 7, 2023

AT

CITY OF HIALEAH
OFFICE OF THE CITY CLERK
CITY HALL, 3RD FLOOR
501 PALM AVENUE
HIALEAH, FL 33010 – 4719

Each Bidder is solely responsible for ensuring that it submits its response to this Request for Proposal at the Office of the City Clerk on or before the applicable deadline. The City of Hialeah will not be responsible for delays caused by the United States Postal Service or any other occurrence.

Contract documents, including drawings, technical specifications, addendums, and proposal forms may be obtained by registering for free at <https://www.bidnetdirect.com/florida/cityofhialeah> or by visiting www.hialeahfl.gov.

CITY OF HIALEAH
ADVERTISEMENT & REQUEST FOR PROPOSALS

The City Clerk of the City of Hialeah, Florida, will receive sealed proposals for the project entitled: **CITY-WIDE JANITORIAL MAINTENANCE SERVICES**, until **Thursday, September 7, 2023**, at the Hialeah City Hall, 501 Palm Avenue, Third Floor, Council Chambers, Hialeah, Florida, at which time all proposals will be publicly opened and read aloud.

The term of engagement will be for an initial term of three (3) years. Prior to the expiration of the term, the term may be extended for an additional two (2) one (1) year period of time as agreed between the parties to continue services. The City is under no obligation to enter into a contract as a result of the issuance of this RFP and this RFP may be canceled at any time if it is determined to be in the best interest of the City.

Each proposal shall be submitted in a sealed package containing the proposal. The outside of the sealed package must clearly indicate the name and number of this RFP (“City-Wide Janitorial Maintenance Services” - RFP No. 2022-23-8500-36-039); the Proposer’s name and address; and the name and telephone number of the Proposer’s contact person.

Each proposal must be delivered to the City Clerk no later than the date and time specified below as the “Deadline for Submittal of Proposals” addressed to the City of Hialeah, Office of the City Clerk, Hialeah City Hall, 3rd floor, 501 Palm Avenue, Hialeah, FL 33010. Proposals received after said date and time will not be considered. No time extensions will be granted. Copies of this Solicitation may be obtained from the Purchasing Department.

The City’s schedule for this RFP is as follows:

Event	Date	Time
Advertisement Date:	Thursday, August 10, 2023	
Last Date for Receipt of Written Questions:	Thursday, August 24, 2023	2:00 PM
Deadline for Submittal of Proposals:	Thursday, September 7, 2023	11:00 AM
Selection of Proposer:	TBD	TBD

(The City reserves the right to delay or modify the scheduled dates. The City will publish notice on the City’s website if there are any changes in the scheduled dates.)

A bid bond will be required if the bid amount exceeds \$100,000.00 the bid surety will be in the amount of 5% of the proposal or you may submit a certified check or bank draft payable to the City of Hialeah. Should the contractor fail to submit the bid bond, the proposal will automatically be forfeited. **If the contract amount exceeds \$ 200,000.00, Performance and Payment Bonds will be required** and should be in the amount of the contract, and must be submitted prior to the Notice to Proceed.

The City of Hialeah reserves the right to reject any and all proposals or to waive any informality in the proposal. Proposals may be held by the City of Hialeah for a period not to exceed one hundred eighty (180) days from the date of opening for the purpose of reviewing the proposals and investigating the qualifications of the Proposers, prior to awarding of the contract.

Please be advised that this Solicitation is issued subject to the City of Hialeah’s Code of Ordinances. Communications with the Mayor, City Council, and City Staff are restricted.

We look forward to your active participation in this Solicitation.

Sincerely,

Luis A. Suarez

Luis A. Suarez

Purchasing Division Director

TABLE OF CONTENTS

		<u>Page</u>
Section 1	DEFINITION	6
Section 2	SPECIAL CONDITIONS	7
	2.1 Introduction and Background	7
	2.2 Solicitation Timetable	7
	2.3 Proposal Clarifications and Inquiries	7-8
	2.4 Proposal Opening	8
	2.5 Contract Term	8
	2.6 Method of Award	8
	2.7 Award of an Agreement	8
	2.8 Agreement Execution	8-9
	2.9 Unauthorized Work	9
	2.10 Withdraw of Proposal	9
	2.11 Suspension of Contractors for Material Breach of City Contract	9
	2.12 Proposer Expenditures	9
	2.13 Discrepancies, Errors, and Omissions	9
	2.14 Financial Stability and Strength	10
	2.15 Contract Termination	10
	2.16 Continuation of Work	10
	2.17 Bid Bonds and Performance Bonds	11
Section 3	SCOPE OF SERVICE	12
	3.1 Scope of Service	12
	3.2 Successful Proposer	12
	3.3 Supervision	12-13
	3.4 Personnel	13-14
	3.5 Storage of Supplies, Equipment, and Materials	14
	3.6 Equipment, Tools, Materials, and Supplies	15-16
	3.7 Time Clocks	17
	3.8 Personal Property	17
	3.9 Cleaning Task and Performance Standard	17-25
	3.10 Personnel Staffing Schedule	26-30
	3.11 Transition Period	30
	3.12 Emergency Work	30-31
	3.13 Compliance and Quality Assurance	31-32
	3.14 Physical Damage	32
	3.15 Use of Electricity	32
	3.16 Holidays	33
	3.17 Safety	33
	3.18 Business Considerations	34

Section 4	MINIMUM QUALIFICATIONS REQUIREMENTS	35
Section 5	EVALUATION / SELECTION PROCESS	36
	5.1 Evaluation Process	36
	5.2 Method of Evaluation	36
	5.3 Evaluation Criteria	37-38
Section 6	GENERAL CONDITIONS	39
	6.1 Acceptance / Rejection	39
	6.2 Legal Requirements	39
	6.3 Non-Appropriation of Funds	39
	6.4 Occupational License Requirements	39
	6.5 Public Entity Crimes	39
	6.6 Review of Responses for Responsiveness	39
	6.7 Collusion	40
	6.8 Sub-Contractor	40
	6.9 Substitutions for Assigned Personnel	40
	6.10 Florida Public Records Law	40
	6.11 Purchasing Agreements with Other Government Agencies	40
	6.12 Protection of Property / Safety Concerns	41
	6.13 Invoicing & Payment	41
	6.14 Auditing of Records	41
	6.15 Cone of Silence	41
	6.16 Trade Secret, Proprietary or Confidential Information	42
	6.17 Single Proposal	42
	6.18 Estimated Quantities	42
	6.19 Employee Eligibility Verification	42
	6.20 Compliance with Federal Regulations Due to Use of Federal Funding	42
	6.21 Price Adjustments	42
	6.22 Security	43
	6.23 Conservation of Utilities	43
	6.24 Codes/Regulations/Permits	43
	6.25 Invoicing/Payment for Service	44
	6.26 Additional Works/Special Requests	44
Section 7	SUBMISSION INSTRUCTIONS	45
	7.1 Original and Copies of Proposal	45
	7.2 Tabbing of Sections	45
	7.2 Qualifications Package	45-50
	- Chapter 1- Letter of Intent	
	- Chapter 2- Statement of Organization	
	- Chapter 3- Subcontractors	
	- Chapter 4- Experience	
	- Chapter 5- Capacity to Perform	

- Chapter 6- Approach to City's Work
- Chapter 7- Bankruptcy Matters
- Chapter 8- Insurance Requirements
- Chapter 9- Litigation History
- Chapter 10- Criminal Conviction, Violations, and Public Entity Crimes
- Chapter 11- Proposer Non-Collusion Certification
- Chapter 12- Conflict of Interest and Ethics
- Chapter 13- Drug-Free Workplace Certification
- Chapter 14- Acknowledgement of Addenda
- Chapter 15- Certification of Accuracy of RPF
- Chapter 16- Proposer Acknowledgement
- Chapter 17- City of Hialeah Affidavit
- Chapter 18-Assignment of Antitrust Claims
- Chapter 19- E-Verify Sworn Statement
- Chapter 20- Appendix A- Proposer's Submittal Form
- Chapter 21- Appendix B- Proposer's Submittal Checklist

Section 8	FORM AND APPENDICES	51
	Form 1 Proposer's Statement of Organization	52-53
	Form 2 Subcontractors	54
	Form 3 Insurance Requirements	55-56
	Form 4 Insurance Check List	57-59
	Form 5 Public Entity Crimes Affidavit	60-61
	Form 6 Non-Collusion Affidavit	62
	Form 7 Drug-Free Workplace Certification	63
	Form 8 Acknowledgment of Addenda	64
	Form 9 Certification to Accuracy of RFP	65-66
	Form 10 Proposer's Acknowledgement	67-68
	Form 11 City of Hialeah Disclosure Affidavit	69
	Form 12 Assignments of Antitrust Claims	70
	Form 13 E-Verify Sworn Statement	71-72
	Form 14 Bid Bond	73-74
	Form 15 Contractor's Performance and Payment Bond	75-79
	Form 16 Contractor's Performance and Payment Bond Cash	80-83
	Form 17 Release of Lien	84
	Appendix A Proposer Submittal Form	85
	Appendix B Proposer Submittal Checklist	86
	Appendix C RFP Cost Proposal	87-91

**Section 1.0
Definitions**

The following definitions shall be used in this RFP:

- 1.1 “Agreement” means the City-Wide Janitorial Maintenance Services Contract awarded to the Successful Proposer, including all of the exhibits and amendments thereto, in substantial form, as identified in Appendix D.
- 1.2 “Award” means the City Council’s decision to accept a proposal and enter into a Janitorial Maintenance Services Agreement or other agreement with the Proposer selected.
- 1.3 “City” means, depending on the context, either (a) the geographic area contained within the municipal boundaries of the City of Hialeah, Florida, or (b) the government of the City, acting through the City Council or its designees.
- 1.4 “Proposer” means the Person, company, entity, or organization submitting a Proposal in response to this Request for Proposals.
- 1.5 “Solicitation” means this request for proposals.
- 1.6 “Successful Proposer” means the Proposer, whether one or more than one, selected by the City to serve as the City’s vendor under the Agreement.
- 1.7 “Project Manager” means the individual in charge of executing the project and contract administration.

INTENTIONALLY LEFT BLANK

Section 2.0 Special Conditions

2.1 INTRODUCTION AND BACKGROUND

The City of Hialeah (“City”) has issued this Request for Proposals (“RFP” or “Solicitation”) for the purpose enter into an agreement with a company to furnish all labor, materials, tools, and equipment necessary to provide regular and systematic janitorial maintenance services for each of the facilities as specified herein. Said services shall be provided at the lowest price, as specified herein, from a company that will give prompt, efficient, and quality service while fully complying with the terms, conditions, and specifications of this Solicitation. The Proponent must have the capacity to service efficiently and expeditiously each of the facilities indicated herein.

This RFP provides interested Persons with general information concerning the procedures that will be used to select the successful Proponent. Each Proponent shall review this Solicitation carefully. The terms and conditions contained in this RFP shall govern the City’s competitive purchasing process under this Solicitation. The City will reject any Proposal that is conditional, or subject to exceptions or qualifications, or based on alternate provisions.

2.2 SOLICITATION TIMETABLE

The following timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable, as the City deems necessary, during the course of this Solicitation process.

Event	Date	Time
Advertisement Date:	Thursday, August 10, 2023	
Last Date for Receipt of Written Questions:	Thursday, August 24, 2023	2:00 PM
Deadline for Submittal of Proposals:	Thursday, September 7, 2023	11:00 AM
Selection of Proposer:	TBD	TBD

(The City reserves the right to delay or modify the scheduled dates. The City will publish the notice on the City’s website if there are any changes in the scheduled dates.)

2.3 PROPOSAL CLARIFICATION AND INQUIRIES

Suggestions, discrepancies, errors, or ambiguities in the RFP or addenda (if any) concerning this Solicitation must be submitted in writing by mail, facsimile, or e-mail to Mr. Luis Suarez, the City’s Purchasing Division Director no later than the time and date specified in the Solicitation Timetable (Section 2.2). Mail should be addressed to Mr. Suarez at the City of Hialeah, Purchasing Department, City Hall, 501 Palm Avenue (4th Floor), Hialeah, Florida 33010. Facsimile transmissions shall be directed to Mr. Suarez at (305) 883-5871; E-mails shall be directed to bids@hialeahfl.gov. Each Proposer shall be deemed to have waived all questions and suggestions that are not submitted to the Purchasing Division Director in compliance with the requirements and deadline in this RFP.

NO ORAL QUESTIONS OR SUGGESTIONS WILL BE ADDRESSED BY THE CITY. NO QUESTIONS OR SUGGESTIONS WILL BE ACCEPTED AFTER THE DEADLINE FOR SUBMITTING WRITTEN QUESTIONS.

The City's official responses to questions and suggestions will be issued in an addendum to this Solicitation. Proposers may not rely on oral or written statements provided by the City, unless such statements are contained in a written addendum to this Solicitation. It is the Proposer's sole responsibility to ensure the Proposer receives all addenda.

2.4 PROPOSAL OPENING

The names of the Proposers will be read aloud in the Council Chambers, which is located on the 3rd floor of City Hall, 501 Palm Avenue, Hialeah, FL 33010, promptly after the deadline for submitting proposals. A list of Proposers shall be available from the City Clerk's Office within 24 hours after the deadline for submitting proposals.

2.5 CONTRACT TERM

The term of the agreement will be for an initial term of three (3) years. Prior to the expiration of the term, the term may be extended for an additional two (2) one (1) year periods of time as agreed between the parties to continue any services. The professional services of any Proposer selected may be terminated at any time, at the sole discretion of the City, upon delivery of written notice of such termination to the selected Proposer. The City is under no obligation to enter into a contract as a result of the issuance of this RFP and this RFP may be canceled at any time, if it is determined to be in the best interest of the City.

2.6 METHOD OF AWARD

Award of this project will be made highest ranked responsive and responsible proposer(s), based on the criteria outlined in this solicitation. The City in its sole discretion will determine if it is in the best interest of the City to move forward with the award.

2.7 AWARD OF AN AGREEMENT

The City may award a contract to a Proposer only through action taken by the City Council, to the most responsible, responsive Proposer, meeting all specifications, and not necessarily to the highest ranked Proposer. Should the award be made to the highest ranked Proposer, the City will strictly enforce all the provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Successful Proposer shall not be permitted rate increases as a result of an artificial low-price Proposal submitted in anticipation of the contract. Non-performance shall result in the cancellation of the contract with the Proposer. The City reserves the right to execute or not execute an Agreement with the Successful Proposer if it is determined to be in the best interest of the City.

2.8 AGREEMENT EXECUTION

By submitting a Response, the Proposer agrees to be bound to and execute the Agreement for this solicitation. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for City's consideration. Only comments and proposed revisions included within the Response will be considered by the City. Any comments identified after the Response has been received may not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Response after the Response has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the Successful Proposer to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred eighty (180) days, based upon the requirements set forth in the RFP through action taken by the City Council at a duly authorized meeting. If the Proposer first awarded the Agreement fails to enter into the contract as herein provided, the award may be declared null and void, and the Agreement awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the City.

2.9 UNAUTHORIZED WORK

Any unauthorized work performed by the Successful Proposer(s) shall be deemed non-compensable by the City.

2.10 WITHDRAW OF PROPOSAL

A Proposer may withdraw their submitted Submission by notifying the City in writing through an authorized representative at any time prior to the opening/submittal deadline. Individuals making the withdrawal shall provide evidence of their authority to bind or represent the Proposer. Submittals, once received, become the property of the City, and will not be returned to Proposer even when they are withdrawn from consideration.

Submission, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent agreement negotiation.

2.11 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

The City may temporarily or permanently suspend contractors from doing business with the City whenever a contractor materially breaches its contract with the City. Any Proposal submitted by a Proposer, its proposed subcontractors, or sub-consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Proposer or its proposed subcontractors or sub-consultants shall not attempt to do business with the City under a different name or form a new legal entity if the material ownership remains the same in order to do business with the City while the principals of the Proposer or its proposed subcontractors or sub-consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Proposer further understands and accepts that any contract issued as a result of this Request for Proposal shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Proposer for any goods, services, or materials furnished.

2.12 PROPOSER EXPENDITURES

Neither the City nor its representatives shall be liable for any expenses incurred by any person in connection with the preparation, submission, or presentation of a Response in response to this Request for Proposal. The Response and the information in the submission shall be provided at no cost to the City.

2.13 Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Purchasing Division in the manner prescribed in RFP section 2.3 above. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

2.14 FINANCIAL STABILITY AND STRENGTH

The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

In determining a Proposer's responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location, and organization of the Proposer, the Proposer's record with environmental regulations, and the claims/litigation history of the Proposer.

Proposers **shall** be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statements of Net Income). When the proposal submittal is from a joint venture, each Proposer involved in the joint venture must submit financial statements as indicated above. Statements shall be certified by an independent Certified Public Accountant.

Any Proposer shall be declared non-responsive who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor; or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law, or any state insolvency.

2.15 CONTRACT TERMINATION

The City, by written notice, may terminate in whole or part any Contract resulting from this competitive solicitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the Successful Proposer, terminate the Agreement if the Successful Proposer has been found to have failed to perform his/her services in a manner satisfactory to the City.

The City may terminate the Agreement for convenience at any time by providing ninety (90) days written notice to the Successful Proposer. In the event the Successful Proposer is found to be in default, the Successful Proposer will be paid for all labor and materials provided as of the termination date only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

The successful Proposer must provide the City a minimum of one hundred eighty (180) days written notice in the event the Successful Proposer wishes to terminate the agreement.

2.16 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by written agreement by the City, will continue until completion at the same prices, terms, and conditions.

2.17 BID BOND AND PERFORMANCE BONDS

Bid Bonds, when required, shall be submitted with the proposal in the amount specified herein.

A bid bond will be required if the bid amount exceeds \$100,000.00. The Proposer must provide with the proposal, a Bid Guaranty of five percent (5%) of the actual total proposal in the form of a certified check, cashier's check, treasurer's check, bank draft of any national or state bank, or a surety Bid Bond made payable to the City of Hialeah. A Bid Guaranty in an amount less than five percent (5%) of the actual proposal will invalidate the proposal. Bid Bonds shall conform to the Request for Proposal/Proposal Bond Form furnished with the qualifications package.

Performance and Payment Bonds will be required if the contract amount exceeds \$ 200,000.00. This bond is only required if the contractor is awarded the proposal. It does not need to be submitted with the proposal. It must be submitted within 10 days of the proposal award, for the full amount of the contract.

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