

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH
AND
SFM SERVICES, INC
FOR
JANITORIAL SERVICES PURSUANT TO
RFP-2024-032-WG**

This Professional Services Agreement ("Agreement") is entered into this _____ ("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City"), and **SFM SERVICES, INC.**, a Florida Corporation whose address is 7500 NW 74th Avenue, Medley FL 33166 ("Contractor").

**SECTION 1
DEFINITIONS**

Agreement: This Agreement between the City and Contractor, including any exhibits and amendments thereto.

City Manager: The chief administrative officer of the City.

City Manager's Designee: The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Facilities and Fleet Management Department Director.

Contractor: For the purposes of this Agreement, Contractor shall be deemed to be an independent contractor and not an agent or employee of the City.

Services: All services, work and actions by the Contractor performed or undertaken pursuant to the Agreement.

Fee: Amount paid to the Contractor as compensation for Services.

Proposal Documents: Proposal Documents shall mean City of Miami Beach **RFP**, No. **2024-032-WG** for **JANITORIAL SERVICES**, together with all amendments thereto, issued by the City in contemplation of this Agreement **RFP**, and the Contractor's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; the **RFP**, and the Proposal.

Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 26724; and fax number (305) 673-7529.

SECTION 2

SCOPE OF SERVICES

2.1 Contractor shall serve as the Prime service provider for all zones. In consideration of the Fee to be paid to Contractor by the City, Contractor shall provide the work and services described in Exhibit “A” hereto (the “Services”).

All Services provided by the Contractor shall be performed in accordance with the terms and conditions set forth in Exhibit “A” and to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, Contractor should contact the following person:

Elizabeth Miro, Interim Director
Facilities and Fleet Management Department
1833 Bay Road, 2nd Floor
Miami Beach, FL 33139

2.2 Contractor’s Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit “A” hereto.

SECTION 3

TERM

The term of this Agreement (“Term”) shall commence upon execution of this Agreement by all parties hereto (the Effective Date set forth on p. 1 hereof), and shall have an initial term of **three (3) years** with **one (1) two-year** renewal options, to be exercised at the City Manager’s sole option and discretion, by providing Contractor with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

Notwithstanding the Term provided herein, Contractor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit “A” hereto.

SECTION 4

FEE

4.1 In consideration of the Services to be provided, Contractor shall be compensated in accordance with the cost proposal attached hereto as Exhibit “B”

4.2 INVOICING

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within forty-five (45) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

Accounts Payable: Payables@miamibeachfl.gov

SECTION 5 **TERMINATION**

5.1 TERMINATION FOR CAUSE

If the Contractor shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Contractor of its violation of the particular term(s) of this Agreement, and shall grant Contractor ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this Agreement without further notice to Contractor. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Contractor. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's rights and remedies against Contractor. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONSULTANT OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF SUCH NOTICE. ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO CONSULTANT, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONSULTANT SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED

FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

5.3 TERMINATION FOR INSOLVENCY

The City also reserves the right to terminate the Agreement in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

SECTION 6 **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

6.1 INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its officers, employees, agents, contractors, or any other person or entity acting under Contractor's control or supervision, in connection with, related to, or as a result of the Contractor's performance of the Services pursuant to this Agreement. To that extent, the Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The parties agree that one percent (1%) of the total compensation to Contractor for performance of the Services under this Agreement is the specific consideration from the City to the Contractor for the Contractor's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

6.2 INSURANCE REQUIREMENTS

6.3 The Contractor shall maintain the below required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the Agreement.

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$300,000 per occurrence.

C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$300,000 combined per accident for bodily injury and property damage.

6.4 **Additional Insured** – City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Contractor's insurance.

6.5 **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

6.6 **Waiver of Subrogation** – Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

6.7 **Acceptability of Insurers** – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

6.8 **Verification of Coverage** – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

6.9 Special Risks or Circumstances – The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Contractor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement so that its liability for any such breach never exceeds the sum of \$10,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to the Contractor for damages in an amount in excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9

DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT; AND CONFIDENTIAL FINDINGS

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Contractor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Contractor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

Any work product arising out of this Agreement, as well as all information specifications, processes, data and findings, are intended to be the property of the City and shall not otherwise be made public and/or disseminated by Contractor, without the prior written consent of the City Manager, excepting any information, records etc. which are required to be disclosed pursuant to Court Order and/or Florida Public Records Law.

All reports, documents, articles, devices, and/or work produced in whole or in part under this Agreement are intended to be the sole and exclusive property of the City, and shall not be subject to any application for copyright or patent by or on behalf of the Contractor or its employees or sub-consultants, without the prior written consent of the City Manager.

SECTION 10

GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Contractor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Contractor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

- (A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
- (B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.
- (C) Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- (D) The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

- (E) The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:
- i. If this Agreement is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.
- (F) The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this Agreement.
- (G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Contractor or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Contractor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Contractor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Contractor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Contractor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability,

ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Contractor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Contractor further covenants that in the performance of this Agreement, Contractor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

- (A) Contractor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
- (B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.
- (C) Pursuant to Section 119.0701 of the Florida Statutes, if the Contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Contractor shall:
 - (1) Keep and maintain public records required by the City to perform the service;
 - (2) 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;
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the City;
 - (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in 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.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

- (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- (2) Contractor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
- (3) A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. [119.10](#).

(E) CIVIL ACTION.

- (1) If a civil action is filed against a Contractor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorneys' fees, if:
 - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the City and to the Contractor.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the City or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (3) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBeachFL.GOV
PHONE: 305-673-7411**

10.8 FORCE MAJEURE

- (A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Contractor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.
- (B) If the City or Contractor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.
- (C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.
- (D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.
- (E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without

regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Contractor of such termination. If the Agreement is terminated pursuant to this section, Contractor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

- (A) Contractor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, Contractor shall expressly require any subconsultant performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the contract Term. If Contractor enters into a contract with an approved subconsultant, the subconsultant must provide the Contractor with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.
- (B) **TERMINATION RIGHTS.**
- (1) If the City has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Contractor for cause, and the City shall thereafter have or owe no further obligation or liability to Contractor.
 - (2) If the City has a good faith belief that a subconsultant has knowingly violated the foregoing Subsection 10.9(A), but the Contractor otherwise complied with such subsection, the City will promptly notify the Contractor and order the Contractor to immediately terminate the Agreement with the subconsultant. Contractor's failure to terminate a subconsultant shall be an event of default under this Agreement, entitling City to terminate the Contractor's contract for cause.
 - (3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.
 - (4) The City or Contractor or a subconsultant may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.
 - (5) If the City terminates the Agreement with Contractor under the foregoing Subsection (B)(1), Contractor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.
 - (6) Contractor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

10.10 CONTRACTOR'S COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Contractor agrees to comply with Section 787.06, Florida Statutes, as may be amended from time to time, and has executed the Certification of Compliance with Anti-Human Trafficking Laws, as required by Section 787.06(13), Florida Statutes, a copy of which is attached hereto as Exhibit "D".

10.11 PROHIBITION ON CONTRACTING WITH A BUSINESS ENGAGING IN A BOYCOTT

Consultant warrants and represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 2-375 of the City Code. In accordance with Section 2-375.1(2)(a) of the City Code, Consultant hereby certifies that Consultant is not currently engaged in, and for the duration of the Agreement, will not engage in a boycott of Israel.

10.12 PROHIBITION ON CONTRACTING WITH AN INDIVIDUAL OR ENTITY WHICH HAS PERFORMED SERVICES FOR COMPENSATION TO A CANDIDATE FOR CITY ELECTED OFFICE

Consultant warrants and represents that, within two (2) years after the Effective Date, Consultant has not received compensation for services performed for a candidate for City elected office, as contemplated by the prohibitions and exceptions of Section 2-311 of the City Code.

For the avoidance of doubt, the restrictions on contracting with the City pursuant to Section 2-311 of the City Code shall not apply to the following:

- (a) Any individual or entity that provides goods to a candidate for office.
- (b) Any individual or entity that provides services to a candidate for office if those same services are regularly performed by the individual or entity in the ordinary course of business for clients or customers other than candidates for office. This includes, without limitation, banks, telephone or internet service providers, printing companies, event venues, restaurants, caterers, transportation providers, and office supply vendors.
- (c) Any individual or entity which performs licensed professional services (including for example, legal or accounting services).

10.13 PROHIBITION AGAINST CONTRACTING WITH FOREIGN COUNTRIES OF CONCERN WHEN AN INDIVIDUAL'S PERSONAL IDENTIFYING INFORMATION MAY BE ACCESSED

Consultant hereby agrees to comply with Section 287.138, Florida Statutes, as may be amended from time to time, which states that as of January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information (PII), unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) the entity is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its

principal place of business in a foreign country of concern (each a "Prohibited Entity"). A foreign country of concern is defined in Section 287.138 (1)(c), Florida Statutes, as may be amended from time to time, as 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 Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Additionally, beginning July 1, 2025, a governmental entity may not extend or renew a contract with a Prohibited Entity. Consultant warrants and represents that it does not fall within the definition of a Prohibited Entity, and as such, has caused an authorized representative of Consultant to execute the "Prohibition Against Contracting with Entities of Foreign Countries of Concern Affidavit", incorporated herein by reference and attached hereto as Exhibit "E".

SECTION 11

NOTICES

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT:

Christian Infante
SFM Services, Inc.
7500 NW 74 Avenue
Medley, FL 33166
Ph: 305-5259442
Email: cinfante@sfmtservices.com

TO CITY:

Elizabeth Miro, Interim Director
Facilities & Fleet Management Department
1833 Bay Road 2nd floor
Miami FL, 33139
Ph: 305-673-7000 ext. 22925
Email: elizabethmiro@miamibeachfl.gov

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand-delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address to which notice would otherwise be sent unless other delivery instructions as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the date of an acknowledged receipt or, in all other cases, on the date of receipt or refusal.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 ENTIRETY OF AGREEMENT

The City and Contractor agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael E. Granado, City Clerk

Eric Carpenter, City Manager

Date: _____

FOR CONSULTANT:

SFM SERVICES, INC.

By: _____

Print Name and Title

Date: _____

EXHIBIT A SCOPE OF SERVICES

Scope of Work. The Contractor shall be fully responsible for providing customer service, quality control and all other services listed herein. The Contractor will determine, in accordance to the minimum requirements of the contract, the manner in which services are to be performed by Zone and location, allocation of labor hours needed to perform the task(s), cleaning methods and required supplies, materials and equipment, in order to successfully complete the required work.

During evening services, lights shall be turned off as areas are completed, except in the immediate area where work is being performed. The City of Miami Beach reserves the right to adjust work hours to serve the specific needs of the facility. When a City-observed holiday falls on a regularly scheduled service day, and the City facility is not accessible to the Contractor, the Contractor shall perform the regularly scheduled services on the next workday following the holiday closure. Exceptions will require arrangements with the City's Facilities and Fleet Management Director, or designee.

Specifications.

The Contractor shall, at a minimum, provide the City with janitorial and related services in accordance with the following standards and frequency expectations:

A3.01 SCHEDULE OF JANITORIAL SERVICES – OFFICES, WORKSPACES, LOUNGES, LOBBIES, ENTRANCES, COMMON AREAS, HALLWAYS, EXTERIORS, CORRIDORS**At Each Visit**

1. Empty wastebaskets, trash cans, and recycling bins in dedicated containers.
2. Replace bag liner if ripped, soiled or wet for wastebasket and trashcans (Recycling bins should not have liners).
3. Dispose of all collected refuse to an outside dumpster.
4. Empty recycle containers and deposit material into dedicated, outside recycling collection container.
5. Empty and clean all exterior ashtrays and cigarette receptacles.
6. Clean all table and counter surfaces not having paper or materials stored on them
7. Dispose of any cardboard packing or discarded materials or items left for removal to outside dumpster.
8. Clean any area or item that obviously needs immediate attention due to incidental spills, leaks or debris.
9. Clean all glass main entry doors.
10. Sweep and damp mop all hard flooring (including elevators and stone surfaced flooring; spot clean any dirt or stains with appropriate cleaners and solvents as needed to maintain an acceptable appearance.)
11. Vacuum all carpeted areas, including walk-off mats, entrance mats, and rugs.
12. Refill hand towel dispensers in restrooms with an adequate amount of hand towels to maintain proper dispensing.
13. Clean and sanitize drinking fountains.
14. Sweep clean all landings and stairwells.

15. Spot clean any obvious stains or spills in carpeted areas with appropriate/approved cleaner(s).
16. Clean all doors (including glass doors) and frames, sweep mats, remove spider webs, remove gum.
17. All glass and metal surfaces of facility entrance/exit doors and lobbies interior and exterior shall be cleaned.
18. Dust all wall hangings and decorative light fixtures.
19. Wooden surfaces shall be maintained with a City approved polish. Every effort must be made so no rings, spills, or noticeable dust is visible.
20. Clean and/or polish tables, benches, and chairs. Wet cleaning may be required with germicidal cleaner.
21. Spot clean light switches and walls when visibly soiled.
22. Collect and dispose of debris and litter in parking areas, sidewalks, and breezeways.
23. Monitor exterior trash receptacles, removing trash as needed, and replacing liners.

Weekly

1. Polish furniture.
2. Clean and polish all table and counter surfaces which are free of material.
3. Wipe down all interior window frames, and sills with damp cloth.
4. Clean all non-glass doors and door frames
5. Wipe down all shelving with damp cloth.
6. Vacuum all fabric covered furniture and partitions
7. Wipe down elevator walls, polish interior cab with all-purpose cleaning spray or furniture polish.
8. Clean all elevator hand railings and metallic wall panels with stainless steel cleaner/polish.
9. All first-floor exterior windows shall be cleaned as needed.

Bi-Weekly

1. Clean all blinds, wall plates, door hardware and stairwell railings.

Monthly

1. Dust and clean all air conditioning register and air return vents.
2. Clean all vinyl furniture including workstations with vinyl cleaner.
3. Scrub, rinse, spray buff and wax hard floors (excluding stone surfaced flooring, utilizing proper floor care machinery).
4. Wipe down all walls and clean any spider webs from corners or ceilings.
5. Clean interior window glass.
6. Clean baseboards.
7. Detail clean all horizontal or vertical surfaces so that no visible dirt, dust, cobwebs, or streaks are visible, including all furniture, edges, corners, baseboards, walls, air vents, and door frames (high and low dusting, etc.) from floor to ceiling. Include all custodial closets, stairwells, entrance areas, and planters, and any other item or area within the scope of this Contract.
8. Telephones must be cleaned using a germicidal cleaner disinfectant.

Quarterly

1. Scrub and recoat hard floors (excluding stone-surfaced flooring, utilizing proper floor care machinery. (This service is to be provided within fifteen days of the start-up of the contract or trial period and performed quarterly thereafter).

Semi-Annually

1. Strip and wax hard floors, 3-coat minimum, where appropriate (excluding stone surfaced flooring, utilizing proper floor care machinery. (This service is to be provided within fifteen days of start-up of the contract or trial period and performed quarterly thereafter).
2. Vacuum fabric partitions throughout the City facilities.

Annually

1. Clean all blinds. Cleaning shall occur at the same time interior window surfaces are cleaned.
2. After cleaning, all blinds shall operate properly and contain no visible streaks, smears or dust.
3. Vertical blinds may be cleaned in place using chemicals designed for vinyl cleaning.

Carpet Spot Cleaning

1. Spot cleaning will be performed utilizing extraction method.
2. Carpet will be free of any dirt, dust, lint, stain or foreign matter as determined by the Contract Manager, Facility Manager or designee.
3. Cleaning procedures and chemicals shall be used in accordance with manufacturer's recommendations and warranty conditions.
4. Spot clean any spotted and stained areas, as needed or as requested.
5. When spot cleaned, affected carpet areas shall blend with adjacent areas.
6. Leave no dirt on carpets, in corners, near baseboards, behind doors, or under any furniture.
7. Wipe baseboards in carpeted areas free of dust.

Day Porters

The Contractor(s), in addition to standard janitorial services, contractor shall provide porter services at the locations outlined for porter services that are stated on Appendix D and shall meet or exceed the following requirements:

1. Maintain entrances and lobbies, (including parking garage) windows, doors, and dusting.
2. Maintain cleanliness of water fountains.
3. Complete restroom service; minimum once for a 4-hour shift and twice for an 8-hour shift, and as needed throughout the day. Restock and empty trash as needed.
4. Dust all interior signage including lobby and common areas.
5. Kitchenettes: Empty trash, dust windowsills, wipe down exterior and interior of cabinets, wiping down counter and sink areas.
6. Maintain custodial storage areas, keeping active inventory of supplies and all custodial closets clean and neat.
7. Facility exterior cleaning: Check all entrances and parking garages for paper and trash, empty all trash and smoking containers.
8. Report any maintenance items needing repair in the via email to City's Zone Manager.
9. Report any custodial issues arising from tenants to the City's Zone Manager via email to the City's Zone Manager.

10. Remove recyclable waste if needed.
11. Assist vacuuming office areas and spot cleaning as needed.
12. Day custodians shall provide ongoing service for entrances, common areas, restrooms, emergency spill removal from carpets and hard flooring, rainy day safety precautions (put out mats, signs and keep floors mopped dry), and other cleaning-related duties.
13. The City's Zone Manager will have authority to direct the day porters to perform special cleaning duties between the hours of 8:00 a.m. and 5:00 p.m.

A3.02 SCHEDULE OF SERVICES – RESTROOMS

At Each Visit

1. Clean all mirrors.
2. Replenish soap, toilet tissue and hand towels.
3. Sweep, mop with disinfectant cleaner and rinse bathroom floors.
4. Clean urinals and commodes (inside and out).
5. Check deodorizer block and replace if necessary.
6. Wipe down all partitions.
7. Clean and disinfect water basins and counter tops.
8. Empty and clean all waste receptacles, replace liners if necessary.
9. Polish all chrome and stainless steel.
10. Clean baby changing stations in conjunction with daily restroom cleaning schedules.
11. Refill hygiene products where applicable.

Weekly

1. Clean all doors, including entry doors, metal kick plates, door handles or push plates.
2. Clean all interior window glass, frames and sills.
3. Clean showers (if applicable).
4. Clean locker tops (if applicable).
5. Wipe clean (with tile cleaner) all tiled wall areas.

Monthly

1. Dust and clean all air conditioning registers and air return vents.

Quarterly

1. Scrub and rinse all tile surfaces with a non-toxic tile cleaner.
2. Detail clean all restroom floors and grout to a clean and uniform appearance, machine scrub floors, and entirely clean walls and doors 100% by the end of the first quarter of the Contract and no less than quarterly thereafter.

A3.03 SCHEDULE OF SERVICES – KITCHENS AND BREAK ROOMS

At Each Visit

1. Clean all counter space.

2. Sweep floors.
3. Wet mop floors.
4. Wipe clean all appliances.
5. Clean and disinfect sink.
6. Refill hand towel dispensers.
7. Remove all trash and recyclables.
8. Replace liners, as needed.

Quarterly

1. Scrub and rinse all tile surfaces with a non-toxic tile cleaner.

Annually

1. Strip and wax hard floors, with a 3-coat minimum wax application method.

A3.04 SCHEDULE OF SERVICES – PARKING GARAGES

At Each Visit

1. Collect and dispose of debris and litter in parking areas, ramps, decks, sidewalks, and breezeways.
2. Monitor exterior trash and recycling receptacles, removing trash as needed, and replacing liners, while maintaining all recyclable material separate from trash to avoid contamination.
3. Monitoring of public areas in all garages, between the daily cleaning requirements, is required.
4. Elevators, entrance and exit doors, stairwells (including handrails, steps, landings and lights), parking decks, all must remain free of trash, dust, dirt, litter, fluids, and odors.
5. Garbage cans in the public areas should always be cleaned and able to except additional trash.
6. Floor drains need to be free on any debris, sand or litter.

A3.05 SCHEDULE OF SERVICES – DEEP CARPET CLEANING SERVICES

Carpet Deep Cleaning

1. Clean carpet during the first six (6) months of the Contract and quarterly thereafter.
2. Carpets shall be deep cleaned using an extractor.
3. Special spotting kits may be needed to remove difficult stains.
4. Clean carpet where visible and accessible, which will require moving some furniture. Moving heavy furniture, such as filing cabinets, is not required.
5. Edges and baseboards must not have fibers, debris, or spills visible after cleaning.
6. Apply a Teflon-based protector to all carpeting after cleaning, or approved equal.
7. Give all empty containers of carpet protector to the Contract Manager as a control.
8. Schedule time with the Contract Manager to operate air handlers overnight in the section to be extracted to reduce drying time.
9. The use of at least two (2) commercial carpet dryers supplied by Contractor(s) should be used to assist drying.

A3.06 SPECIAL EVENTS / HIGH-IMPACT WEEKENDS OR AS NEEDED SERVICES

Special events / high-impact weekends may include, but are not limited to:

- Spring Break (typically from late-February through mid-April)
- Memorial Day Weekend
- Pride Week
- 4th of July (Independence Day)
- Sleepless Nights
- Food and Wine Festival
- Veterans Day
- Art Deco Weekend
- Art Basel Week

During the above events, Contractor will be expected to provide staffing levels suitable for the demands to upkeep these facilities. At a minimum, Contractor will be required to provide a porter at each City Beachfront Restroom and a supervisor, responsible for all locations, during the above events.

For Special Events, as indicated above and/or those added in writing by the Facilities and Fleet Management Director, or designee, the Contractor shall be compensated based at the awarded additional services rate(s).

The supervisor(s) shall always be available while contract work is in progress to receive notices, reports, or requests from either the Zone Manager or the designated Zone Manager's representative. The supervisory employee(s) must be able to read, write, and speak English. No City employee is authorized to exercise either direct or indirect supervision over the Contractor's employees, unless designated by the Facilities and Fleet Management Director, or designee.

Steam Cleaning

Contractor will be expected to provide the following Steam Cleaning services on an as-needed, prescheduled basis.

1. Steam cleaning of chairs.
2. Steam cleaning of sofas.

A3.07 MATERIALS AND EQUIPMENT

The Contractor shall provide all materials, supplies, and equipment as required to properly maintain the facilities and areas in an acceptable condition, according to the minimum standards of the RFP.

This shall include all required maintenance and cleaning products, including, but not limited to: cleaners, disinfectants, bleach, floor care cleaners and protective coatings, etc. It shall also include brooms, mops (wet and dry/dry dust mops), mop handles, dust mop handles, dust pans, bowl mops, bowl brushes, putty knives, dusters, sponges, rags, window squeegees, floor pads, rubber gloves, for trash removal, spray bottles, floor care machines, vacuum cleaners, and any additional materials needed to perform the cleaning.

Vacuum cleaners shall be equipped with a beater bar or double row of brushes with high suction. The bar or brush setting should be approximately 1/8" below the vacuum cleaner casing. It is recommended that vacuum cleaners are equipped with special HEPA (high-efficiency particulate air) or ULPA (Ultra Low Particulate Air) type filters that collect at least 99.97%, or that lose no more than 1/10 of one percent of dust collected to the atmosphere.

All equipment used in the cleaning operation of any City of Miami Beach facilities must be in good safe operating condition as required by OSHA. Equipment with broken or exposed electric wires will not be allowed for use.

Supplies

The Contractor shall furnish all cleaning supplies, including but not limited to, paper products, cleaning products, equipment, liners, hand soap, tools and devices, floor finishes, floor sealer, floor stripper, germicidal cleaner, disinfecting cleaner, carpet cleaner, supplies, detergents, defoamer, metal and wood polishes. All cleaning equipment supplies, and materials shall be approved by the City's Contract Manager prior to use and stored in a clean, neat and safe manner within designated areas in each facility. Contractor's employees must use protective gloved clothing when using (harsh) skin-irritating chemicals. No flammable products, including propane or gasoline, shall be stored in the facility.

The Contractor shall furnish and install all hand soap and hand towel dispensers, if deemed necessary by the City. The City's Contract Manager shall approve all new hand soap and hand towel dispensers prior to installation by the Contractor. The City shall also approve in advance the exact location of all new hand soap and hand towel dispensers, including the height from finished floors, proximity to other fixtures, and other accessibility concerns.

The Contractor shall be responsible for the replacement of toilet paper dispensers in the restrooms of the facilities managed by the City due to product failure and or vandalism. The Contractor shall assume the cost of replacing toilet paper dispensers at their own expense. Historically, no more than 150 dispensers require replacement annually.

The City reserves the right to determine the suitable replacement products and engage in the procurement and installation process. The quality and specifications of the dispensers shall conform to the City's standards and regulations. The Contractor shall maintain accurate records of all toilet paper dispenser replacements, including dates, locations, and quantities replaced. These records shall be made available to the City upon request.

NOTE: All supplies must be used in accordance with the manufacturer's recommendations and instructions. All containers must be labeled with the manufacturer's brand name, name of product, and its recommended use.

A3.08 SAFETY REQUIREMENTS

The Contractor(s) shall comply with all applicable requirements of OSHA's "General Industry Standards." These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

Safety Data Sheet

The Contractor(s) shall provide to the City's Zone Manager a Safety Data Sheet (SDS) and description literature for each chemical/compound/mixture used in the performance of the Contract before the commencement of any work hereunder. All SDS shall be of the latest version and comply with 29 CFR 1910.1200. In 2012, OSHA modified the HAZCOM program to conform to the United Nations Globally Harmonized System (GHS) of classification and labeling of chemicals. Hazardous products shall not be used, except with prior approval of the Contract Manager, and must be disposed of properly by the Contractor(s) in accordance with the U.S. Environmental Protection Agency (U.S. EPA) 40 CFR 260-265. The Contractor(s) shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the Contract.

Environmental and Hazardous Materials Requirements

The following defines the minimum requirements the Contractor(s) is to follow for Environmental Health, Safety, Hazardous Substances, Recycling, Hazardous Materials, Hazardous Waste Characterization and Disposal, Waste Minimization, Personnel Training, Required Notifications, and Permits and Records Retention:

Hazardous Substances / Hazardous Materials

The Contractor(s) shall submit to the Contract Manager, SDS for approval of products to be used prior to any use in the facility. The Contractor(s) is not to use any product not approved by the Contract Manager anywhere in the facility. The Contractor(s) shall not use any product that has a pH level of less than 3 or a pH level greater than 11. The Contractor(s) is not permitted to use any product that the SDS rates as "Flammable or Toxic" without approval from the City's Zone Manager.

Proper Disposal of Spent or Used Products.

The EPA and Florida Department of Environmental Protection (Florida DEP) require the proper disposal of certain chemicals/compounds/mixtures after they have been spent or used. The Contractor(s) is required to establish discrete waste streams for any chemicals that require proper disposal according to 40 CFR 260-265. The Contractor(s) must also arrange to have a licensed, "Part B Permit" Hazardous Waste & Universal Waste Contractor(s) to properly characterize, manifest, dispose and transport waste or recyclable materials. The waste hauler must be licensed by the U.S. Department of Transportation as a Hazardous Waste/Universal Waste Hauler under the Series 49 CFR (Code of Federal Regulations). The Contractor(s) must provide contact information of the Hazardous Waste/ Universal Waste Hauler utilized.

Waste Minimization Programs.

The EPA and Florida DEP require the minimization of waste using water-soluble materials. The Contractor(s) is expected to utilize to the extent feasible the use of water soluble and user-friendly products that are available.

Personal Protective Equipment

All personnel are required to wear personal protective equipment in the performance of their duties, which involve the use of Hazardous Substances and Hazardous Materials including protective eyewear or face shields, respiratory protection as necessary and applicable leak proof gloves or as prescribed by the SDS.

A3.09 PERSONNEL AND SUPERVISION

The Contractor(s) is required to and shall train all of the Contractor(s)'s personnel prior to a job assignment with the City of Miami Beach.

Supervisors

Experienced on-site supervisors must be on-site during all hours that work is performed. The on-site supervisor must be available between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, to inspect the facility with the City's Zone Manager, or designee, and to handle related problems when required. Additionally, the supervisors must be available, and on-site, after normal business hours to monitor and respond to janitorial services issues, oversee staff, and close facility following completion of daily services. The Proposer shall submit, as part of the RFP response, a description of supervisory allocation, per Zone with days and hours of service identified.

Employees

1. **Building Access:** The City's Zone Manager, Facility Manager or designee shall direct and control access to the facility. Under no circumstances will anyone enter times for another employee. Only authorized Contractor(s) employees and subcontractor(s) are allowed on premises.
2. **Uniforms:** The Contractor(s) shall supply all employees with identification and uniforms (i.e. shirt, smock, etc.) that must be worn at all times while on the premises, and shall at all times present a neat and professional appearance, with clean uniforms.
3. **Access Cards:** The Contractor(s) shall report any lost access cards to the City's Zone Manager immediately upon discovering such and shall be liable for the costs of replacement and programming.
4. **Identification:** The Contractor(s) shall submit a list of employees with the required background checks as stated in Section 1.9 and a photocopy of a valid picture I.D. to the Contract Manager prior to commencement of services hereunder. I.D. badges shall show company name, employee name and a photo of the employee. I.D. badges must always be worn while performing services under this Contract.
5. **Training:** To improve sustainable waste management, the City requires janitorial employees to receive training on appropriate recycling practices. This training must be obtained within 6 months of an employee's hire date and must be coordinated through the Environment and Sustainability Department.

Industry Certifications and Training

The City desires that Contractor(s) obtain proper industry certification and/or industry licensing such as ISSA Cleaning Industry Management Standard (CIMS), and/or ISSA Cleaning Industry Management Standard (CIMS-GB) Green Building Certified, or similar certification and licensing, during the term of the Contract.

The Contractor(s) shall provide verifiable documentation that supervisors have completed a minimum of eight (8) hours of Hazardous Materials Emergency Response "Operations Level" training, and nonsupervisory employees have completed a minimum of four (4) hours of Hazardous Materials "Awareness Level" training, from an approved training provider.

A3.10 REPORTING REQUIREMENTS

The Contractor(s) shall keep, maintain, and make available to the City upon request all training records and certifications, SDS, first report of injury and illness requiring first aid or additional medical professional treatment. Additionally, all injuries shall be recorded on the "OSHA 300 Log" and 300-A according to 29 CFR.

A3.11 SPECIAL PERMITS, LICENSE AND PRODUCT NOTIFICATIONS

Certain cities, counties and municipalities require hazardous materials licenses prior to the use of certain products. The Contractor(s) is responsible to obtain and make available to the City upon request all necessary licenses and permits regarding any hazardous materials prior to execution of this Contract.

The Contractor(s) 's day custodian(s) and on-site supervisor must carry direct means of communications provided by the Contractor(s) at all times during work shifts. A Control Book shall be maintained on-site and be accessible to both the City's Zone Manager and the Contractor(s) Manager. The Contractor's on-site supervisor shall review the Control Book daily/nightly for specific cleaning issues. The Contractor(s) should indicate in the Control Book on a daily/nightly basis items needing repair in addition to reporting these items via email to the respective City Zone Manager (e.g., plumbing in restrooms).

A3.12 MEETINGS WITH FACILITIES MANAGEMENT

The Contractor(s) 's on-site supervisor shall meet with the City's Zone Manager, Facility Manager, or Designee at least weekly, and as-needed, on a more frequent requested basis by the City, to inspect any facility and to resolve cleaning issues. The owner or senior manager in the Contractor(s) 's organization, acceptable to the City, shall meet, at a minimum, monthly with the City to review the Monthly Cleaning Report and Quality Evaluation Form, discuss cleaning issues, and address any related problems, to the City's Zone Manager.

A3.13 QUALITY CONTROL

The Contractor(s) 's on-site supervisor(s) shall perform during each cleaning shift, a detailed inspection, covering a minimum of twenty percent (20%) of the maintained space and report each inspection on a Shift Cleaning Report. The Contractor(s) shall inspect one hundred percent (100%) of the maintained space at a

minimum for each week of the Contract term. The Contractor(s) shall maintain a written report regarding these inspections and submit a copy to the City's Zone Manager weekly. A Control Book shall be maintained on-site and be accessible to the City and Contractor(s) personnel. The Contractor(s)'s on-site supervisor shall review the Control Book daily/nightly for specific cleaning issues. The Contractor(s) shall indicate in the Control Book on a daily/nightly basis items needing repair (e.g., plumbing in restrooms). The Contractor(s) shall provide a sample of its Control Book for review as part of the RFP. The Control Book shall be accessible to all City and Contractor(s) personnel and used to identify specific cleaning issues and report any maintenance deficiencies. The Control Book shall also contain the Contractor(s) Sign-In/Sign-Out Sheets, all MSDS for the respective facility, cleaning and staffing plans, as well all other documents such as special permits and training certifications deemed appropriate by the City.

A3.14 GARAGE AND RESTROOM INDEX

The City has recently implemented a garage and restroom index program. This program is utilized to communicate the status of the level of service regarding public garages and restrooms for the City of Miami Beach facilities. The results, ranging from 1.0 (very well maintained) to 6.0 (not maintained), provide an understanding of what criteria perform well and which do not. By analyzing the results, change can be made in areas in need of improvement so that the City of Miami Beach may provide better quality public garages and restroom facilities. Quarterly data is shared with the Commission with input from responsible department(s) regarding opportunities to improve performance. Proposers should become familiar with this City program and incorporate it into their Comprehensive Cleaning Plan.

A3.15 PRIOR WRITTEN APPROVAL OF ADDITIONAL AND/OR AS-NEEDED SERVICES

The Contractor(s) shall be required to obtain in writing, approval to perform any additional and/or as-needed services, by the Facilities and Fleet Management Director, or designee, prior to performing the actual work. The City shall not be obligated to pay for additional and/or as-needed services not approved in advance.

A3.16 SUSTAINABILITY/RESILIENCY REQUIREMENTS

All work shall be performed in accordance with the highest cleaning and environmental standards including:

- ISSA CIMS-GB
- Greenseal GS-42 (services)
- Greenseal GS-37 and GS-37 (products)

Green Cleaning Requirements

As part of the City's Sustainable & Resilient Procurement Policy, it is the intent of the City to reduce greenhouse gas (GHG) emissions to combat climate change; decrease the use of hazardous materials to improve community and environmental health; and decrease waste and inefficiencies in electricity, fuel, paper, water and other consumption to relieve pressure on natural resources. To advance these goals, products and services contracted will be evaluated in part based on their environmental attributes to reduce risks to health, safety, and the environment. Strict adherence to the following standards is required. Prior to the commencement of work, the Contractor(s) is required to submit a list of the products they intend to use. The Contractor(s) shall update the product list annually. The Contractor(s) is responsible for providing invoices confirming compliance with environmentally-preferable requirements. Product invoices are to be submitted as part of the Contractor(s) monthly payment request submittal. Any deviation from these

standards and requirements must be prior approved in writing by the City's Contract Manager.

The Contractor is encouraged to use green cleaning products and processes, to the degree feasible, and shall demonstrate such capability by submitting a green cleaning plan, that describes methods, materials, and equipment used under the contract. The Contractor shall use products offered that are certified or in compliance with at least one of the following five standards. The manufacturer's name, brand name and item number must be shown for each item being bid. Two copies of the certificate or other appropriate affidavit for each product offered must accompany the bid as documentation of certification or compliance as a green product.

The certification or compliance standards required for these products in no way exempts compliance with other applicable occupational health and environmental standards. The standards required are set out below:

1. Certified by Green Seal
2. Certified by Environmental Choice EcoLogo Program
3. (For Chemicals) Recognized by the U.S. Environmental Protection Agency Design for the Environment (DfE) Formulator Program
4. Safer Choice Standard by the Environmental Protection Agency (EPA)
5. (For Paper Products) In compliance with the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines for Commercial and Industrial Sanitary Tissue

For those categories not covered by the above standards preference will be given to those products meeting the California Code of Regulations maximum allowable VOC levels for the appropriate cleaning product category(California Air Resource Board/California Code of Regulations (CCR), Title 17 CCR Section 94509 — (Topic cited; Standards for consumer products at www.calregs.com). If cleaning products that meet these criteria are not available only then can the cleaning Contractor use other type products. In such cases the Contractor shall continue to use to the extent possible the safest and most environmentally friendly products and products must be prior approved in writing by the City's Contract Manager. Contractor's staff must be trained and knowledgeable in the Contractor's green cleaning procedures.

The Contractor is strongly encouraged to use the following environmental attributes for products offered for bid:

1. Containing ingredients from the EPA's Safer Chemical Ingredients List
2. Use of renewable resources such as citrus, seeds, vegetables and oils
3. Biodegradable by standard methods and definitions
4. Designed for use in cold water in order to conserve energy
5. Concentrated formulas in product dispensers that measure quantities dispensed
6. Recycled-content product packaging and product shipping materials
7. Reusable or recyclable shipping boxes
8. Refillable bottles or drums

Packaging and Labeling: Packaging shall be comprised of recycled-content materials, shall be recyclable, or shall be returnable to the distributor for refilling. Packaging shall be constructed to ensure, safe delivery. All products shall be manufactured and packaged under modern sanitary conditions in accordance with

federal and state law and standard industry practice. Each case, bottle, and container shall have the following markings: Name and address of manufacturer Brand name of product. Net contents in U.S. standard pounds, ounces, gallons, or fluid ounces directions for use, including recommended use dilution and precautionary handling instructions. The reduction of packaging is highly encouraged through the purchasing of larger product containers/packaging. Any items that need to be refilled must be properly labeled with the corresponding product.

A3.17 COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)

The City of Miami Beach utilizes a Computerized Maintenance Management System (CMMS) and will be sending its reactive, recurring, and preventative maintenance work requests through this system. The Contractor shall be charged a monthly \$50.00 subscription fee to gain access to the City's CMMS provider in order to receive work orders.

A3.18 EMPLOYEES/SERVICES LOG

The Contractor shall implement and maintain a technology system ("System") capable of logging the date and time of performance of janitorial service for each location under this contract. The City's User Departments under this contract would also need access to this system.

The name of the software used by the City's current service provider is Janitorial Manager.

The System shall be designed to capture relevant data pertaining to the timing of service provision, such as but not limited to:

- (a) Work logs detailing the services provided by the staff at each location,
- (b) Data on the frequency and duration of service at each location.

The Contractor shall provide the necessary training to its staff to effectively use the System.

The Contractor shall provide regular reports to the City, detailing, frequency of service, and other relevant data as captured by the System.

The City reserves the right to audit the System and its data to ensure compliance with this clause and the terms of the contract.

EXHIBIT B BAFO PRICE FORM/PRICING SCHEDULE

DRAFT

MIAMI BEACH

Best and Final Offer (BAFO)

2024-032-WG
Janitorial Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

BAFO COST PROPOSAL FORM

Failure to submit the BAFO Cost Proposal Form, in its entirety by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the cost proposal form below represent 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 unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The BAFO Cost Proposal Form shall be completed mechanically or, if manually, in ink. BAFO Cost Proposal Form(s) completed in pencil shall be deemed non-responsive. All corrections on the BAFO Cost Proposal Form shall be initialed.

ZONE 1AUXILIARY FACILITIES					
Item	Location	Quantity	U/M	Unit Price	total (Quantity_X_Unit_Cost)
1	NORMANDY SHORES GUARDHOUSE	12	Monthly	\$ 321.00	\$ 3,852.00
2	ALLISON ISLAND GUARDHOUSE	12	Monthly	\$ 100.00	\$ 1,200.00
3	STILLWATER GUARDHOUSE	12	Monthly	\$ 100.00	\$ 1,200.00
4	BISCAYNE POINT GUARDHOUSE	12	Monthly	\$ 100.00	\$ 1,200.00
ZONE 2PUBLIC SAFETY FACILITIES					
Item	Location	Quantity	U/M	Unit Price	total (Quantity_X_Unit_Cost)
5	FACILITIES MANAGEMENT BUILDING	12	Monthly	\$ 2,901.00	\$ 34,812.00
6	MARINE PATROL BUILDING	12	Monthly	\$ 1,130.00	\$ 13,560.00
7	FIRE STATION #2 (RESCUE BUILDING) (SUPPORT SERVICES)	12	Monthly	\$ 641.00	\$ 7,692.00
8	MIAMI BEACH POLICE NORTH- END SUBSTATION (NESS)	12	Monthly	\$ 1,082.00	\$ 12,984.00
9	OCEAN RESCUE HEADQUARTERS (10TH STREET)	12	Monthly	\$ 570.00	\$ 6,840.00
10	PUBLIC WORKS YARD	12	Monthly	\$ 2,827.00	\$ 33,924.00
11	NORTH BEACH BUILDING DEPARTMENT OFFICE	12	Monthly	\$ 709.00	\$ 8,508.00
12	MIAMI BEACH EMERGENCY MANAGEMENT (EOC)	12	Monthly	\$ 321.00	\$ 3,852.00
13	FIRE STATION #2 (ADMIN BUILDING)	12	Monthly	\$ 2,508.00	\$ 30,096.00
14	MIAMI BEACH POLICE DEPARTMENT (MBPD) (INCLUDING POLICE GARAGE)	12	Monthly	\$ 20,393.00	\$ 244,716.00
15	HISTORIC CITY HALL	12	Monthly	\$ 3,640.00	\$ 43,680.00
16	FLEET MANAGEMENT FACILITY	12	Monthly	\$ 1,623.00	\$ 19,476.00
17	ELECTROWAVE BUILDING	12	Monthly	\$ 1,382.00	\$ 16,584.00
18	SANITATION ADMINISTRATION BUILDING	12	Monthly	\$ 1,842.00	\$ 22,104.00
19	SANITATION AREA (17TH STREET GARAGE)	12	Monthly	\$ 1,728.00	\$ 20,736.00
20	MBPD SPECIAL INVESTIGATION UNIT	12	Monthly	\$ 617.00	\$ 7,404.00
21	MBPD INTERNAL AFFAIRS	12	Monthly	\$ 846.00	\$ 10,152.00
22	MBPD SOUTH OFFICE	12	Monthly	\$ 846.00	\$ 10,152.00
					\$ 547,272.00
ZONE 3CITY CENTER FACILITIES					
Item	Location	Quantity	U/M	Unit Price	total (Quantity_X_Unit_Cost)
23	1755 MERIDIAN OFFICES	12	Monthly	\$ 6,100.00	\$ 73,200.00
24	1701 MERIDIAN OFFICES	12	Monthly	\$ 6,040.00	\$ 72,480.00
25	CITY HALL	12	Monthly	\$ 18,688.00	\$ 224,256.00
26	CODE COMPLIANCE OFFICES	12	Monthly	\$ 3,356.00	\$ 40,272.00
ZONE 4RECREATION / COMMUNITY CENTER FACILITIES					
Item	Location	Quantity	U/M	Unit Price	total (Quantity_X_Unit_Cost)
27	SOUTH POINTE PARK RESTROOMS	12	Monthly	\$ 9,433.00	\$ 113,196.00
28	3RD STREET RESTROOMS (MAJORY STONEMAN DOUGLAS PARK)	12	Monthly	\$ 6,362.00	\$ 76,344.00
29	6TH STREET RESTROOMS (LUMMUS PARK)	12	Monthly	\$ 11,134.33	\$ 133,611.96
30	10TH STREET RESTROOMS (LUMMUS PARK)	12	Monthly	\$ 11,134.33	\$ 133,611.96
31	14TH STREET RESTROOMS (LUMMUS PARK)	12	Monthly	\$ 11,134.33	\$ 133,611.96
32	21ST STREET RESTROOMS	12	Monthly	\$ 6,642.00	\$ 79,704.00
33	35TH STREET RESTROOMS	12	Monthly	\$ 6,362.00	\$ 76,344.00
34	46TH STREET RESTROOMS (INDIAN BEACH PARK)	12	Monthly	\$ 6,362.00	\$ 76,344.00
35	53RD STREET RESTROOMS (BEACH VIEW PARK)	12	Monthly	\$ 6,362.00	\$ 76,344.00
36	64TH STREET RESTROOMS (ALLISON PARK)	12	Monthly	\$ 6,362.00	\$ 76,344.00
37	72ND STREET RESTROOMS (UNIDAD BUILDING EXTERIOR RESTROOMS)	12	Monthly	\$ 7,605.00	\$ 91,260.00
38	76TH STREET RESTROOMS (ALTOS DEL MAR PARK)	12	Monthly	\$ 11,179.00	\$ 134,148.00
39	81ST STREET RESTROOMS (NORTH BEACH OCEANSIDE PARK RESTROOM #1)	12	Monthly	\$ 5,998.00	\$ 71,976.00
40	83RD STREET RESTROOMS (NORTH BEACH OCEANSIDE PARK RESTROOM #2)	12	Monthly	\$ 5,998.00	\$ 71,976.00
41	85TH STREET RESTROOMS (NORTH BEACH OCEANSIDE PARK RESTROOM #3)	12	Monthly	\$ 5,998.00	\$ 71,976.00
42	ART DECO WELCOME CENTER / 10TH STREET AUDITORIUM	12	Monthly	\$ 1,170.00	\$ 14,040.00
43	CANOPY PARK	12	Monthly	\$ -	\$ -
44	CRESPI PARK BUILDING	12	Monthly	\$ 3,655.00	\$ 43,860.00
45	FAIRWAY PARK PAVILION	12	Monthly	\$ 3,651.00	\$ 43,812.00
46	FLAMINGO PARK - BASEBALL FIELD RESTROOMS	12	Monthly	\$ 2,394.00	\$ 28,728.00
47	FLAMINGO PARK - NEHMAN FIELD HOUSE (PARK RANGER OFFICE)	12	Monthly	\$ 2,394.00	\$ 28,728.00
48	FLAMINGO PARK - ROBERT L. MICHNOFF MEMORIAL FIELD HOUSE (DAY CARE)	12	Monthly	\$ 2,394.00	\$ 28,728.00
49	FLAMINGO PARK - FOOTBALL FACILITY	12	Monthly	\$ 2,394.00	\$ 28,728.00
50	FLAMINGO PARK - PAL - POLICE ATHLETIC LEAGUE BUILDING	12	Monthly	\$ 10,661.00	\$ 127,932.00
51	FLAMINGO PARK - POOL FACILITY	12	Monthly	\$ 5,590.00	\$ 67,080.00
52	FLAMINGO PARK - TENNIS CENTER (INTERIOR)	12	Monthly	\$ 5,590.00	\$ 67,080.00
53	FLAMINGO PARK - ADMINISTRATION BUILDING / SOFTBALL FIELD RESTROOMS / TENNIS RESTROOMS (EXTERIOR)	12	Monthly	\$ 2,394.00	\$ 28,728.00
54	PARKS MAINTENANCE TRAILER	12	Monthly	\$ 2,072.00	\$ 24,864.00
55	GREENSPACE TRAILER (DOUBLE-WIDE)	12	Monthly	\$ 345.00	\$ 4,140.00
56	GREENSPACE / PARKS MAINTENANCE WAREHOUSE	12	Monthly	\$ 2,072.00	\$ 24,864.00
57	MAURICE GIBB PARK PUBLIC RESTROOMS	12	Monthly	\$ 6,662.00	\$ 79,944.00
58	MUSS PARK BUILDING	12	Monthly	\$ 8,301.00	\$ 99,612.00
59	NORMANDY ISLE PARK / POOL	12	Monthly	\$ 10,204.00	\$ 122,448.00
60	NORTH SHORE PARK YOUTH CENTER	12	Monthly	\$ 10,627.00	\$ 127,524.00

61	NORTH SHORE PARK TENNIS CENTER	12	Monthly	\$	10,107.00	\$	121,284.00
62	UNIDAD BUILDING	12	Monthly	\$	1,927.00	\$	23,124.00
63	NORTH BEACH OCEANSIDE PARK TRAILER	12	Monthly	\$	3,655.00	\$	43,860.00
64	SCOTT RAKOW COMMUNITY YOUTH CENTER	12	Monthly	\$	11,004.00	\$	132,048.00
65	SCOTT RAKOW COMMUNITY YOUTH CENTER POOL	12	Monthly	\$	5,502.00	\$	66,024.00
66	SCOTT RAKOW COMMUNITY YOUTH CENTER ICE RINK	12	Monthly	\$	1,834.00	\$	22,008.00
67	SOUNDSCAPE PARK TRAILER & RESTROOM BUILDING	12	Monthly	\$	-	\$	-
68	SOUTH SHORE COMMUNITY CENTER	12	Monthly	\$	3,821.00	\$	45,852.00
69	SOUTH SHORE COMMUNITY CENTER EXTERIOR RESTROOMS	12	Monthly	\$	425.00	\$	5,100.00
70	SOUTH POINTE PARK MULTIPURPOSE BUILDING	12	Monthly	\$	3,086.00	\$	37,032.00
71	STILLWATER PARK BUILDING	12	Monthly	\$	3,655.00	\$	43,860.00
72	TATUM PARK BUILDING	12	Monthly	\$	3,655.00	\$	43,860.00
	PRIDE PARK	12	Monthly	\$	9,421.00	\$	113,052.00
						\$	3,104,735.88

ZONE 5 PARKING GARAGES							
Item	Location	Quantity	U/M	Unit Price	Total (Quantity X Unit Cost)		
73	7TH STREET PARKING GARAGE	12	Monthly	\$ 4,932.00	\$	59,184.00	
74	12TH STREET PARKING GARAGE	12	Monthly	\$ 4,932.00	\$	59,184.00	
75	13TH STREET PARKING GARAGE	12	Monthly	\$ 4,932.00	\$	59,184.00	
76	16TH STREET PARKING GARAGE (ANCHOR GARAGE)	12	Monthly	\$ 4,932.00	\$	59,184.00	
77	17TH STREET PARKING GARAGE	12	Monthly	\$ 4,932.00	\$	59,184.00	
78	PENNSYLVANIA PARKING GARAGE	12	Monthly	\$ 4,932.00	\$	59,184.00	
79	42ND STREET PARKING GARAGE	12	Monthly	\$ 4,932.00	\$	59,184.00	
80	SUNSET HARBOUR PARKING GARAGE	12	Monthly	\$ 4,932.00	\$	59,184.00	
81	1755 MERIDIAN PARKING GARAGE	12	Monthly	\$ 4,932.00	\$	59,184.00	
82	COLLINS PARK GARAGE	12	Monthly	\$ 4,932.00	\$	59,184.00	
83	CONVENTION CENTER GARAGE	12	Monthly	\$ 4,932.00	\$	59,184.00	

SPECIAL EVENTS / HIGH-IMPACT WEEKENDS, OR AS-NEEDED SERVICES				\$ 651,024.00			
Item	Description	U/M	Unit Price for Service				
84	STEAM CLEANING OF CHAIRS	PER UNIT	\$ 4.00				
85	STEAM CLEANING OF SOFAS	PER UNIT	\$ 6.00				
86	STRIP AND WAX FLOORS (that are not already included as part of monthly, quarterly, annually etc. scheduled services)	PER SQUARE FOOT	\$ 0.44				
87	SCRUB AND RECOAT FLOORS (that are not already included as part of monthly, quarterly, annually etc. scheduled services)	PER SQUARE FOOT	\$ 0.40				
88	POST CONSTRUCTION CLEANUP (i.e. REMOVAL OF HEAVY DUST, WIPE DOWN FIXTURES/FURNITURE, VACUUM CARPETS, CLEAN AIR VENTS)	PER SQUARE FOOT	\$ 0.85				
89	ADDITIONAL SERVICES (INCLUDING HIGH-IMPACT WEEKEND AND SPECIAL EVENTS)	PER HOUR	\$ 28.00				

EXHIBIT C LOCATION STAFFING HOURS

DRAFT

FACILITY LOCATIONS SERVICE LEVELSCHEDULE

	Zone 1-Auxiliary	Hours of Operation	Service Days	Frequency of Visits
1	Normandy Shores Guardhouse	24 hours	Daily (M-F)	Once per day
2	Allison Island Guardhouse	24 hours	Weekly	Once per week
3	Stillwater Guardhouse	24 hours	Weekly	Once per week
4	Biscayne Point Guardhouse	24 hours	Weekly	Once per week
	Zone 2-Public Safety Zone			
5	Facilities Management Building	7:00am to 5:00pm	Daily (M-F)	Once per day
6	Marine Patrol Building	7:00am to 11:00pm	Daily (M-Sun)	Once per day
7	Fire Station #2 (Rescue Building) (Support Services)	7:00am to 5:00pm	Daily (M-F)	Once per day
8	Miami Beach Police North-End Substation (NESS)	24 hours	Daily (M-Sun)	Once per day
9	Ocean Rescue Headquarters (10th Street)	7:00am to 5:00pm	Daily (M-Sun)	Once per day
10	Public Works Yard	24 hours	Daily (M-Sun)	Once per day
11	North Beach Building Department	7:00am to 5:00pm	Daily (M-F)	Once per day
12	Miami Beach Emergency Management (EOC)	7:00am to 5:00pm	Daily (M-F)	Once per day
13	Fire Station #2 (Administration Building)	7:00am to 5:00pm	Daily (M-F)	Once per day
14	Miami Beach Police Department Headquarters (Including MBPD Garage)	24 hours	Daily (M-Sun)	Dedicated Porters
15	Historic City Hall	7:00am to 11:00pm	Daily (M-F)	Once per day
16	Fleet Management	7:00am to 5:00pm	Daily (M-F)	Once per day
17	Electrowave Building	7:00am to 5:00pm	Daily (M-F)	Once per day
18	Sanitation Administration	7:00am to 5:00pm	Daily (M-F)	Once per day
19	Sanitation (17th Street Parking Garage)	24 hours	Daily (M-Sun)	Once per day
20	MBPD Special Investigation Unit	TBD	Twice per week	Twice per week
21	MBPD Internal Affairs	7:00am to 5:00pm	Daily (M-F)	Once per day
22	MBPD South Office	7:00am to 5:00pm	Daily (M-F)	Once per day
	Zone 3-City Center			
23	1755 Meridian Offices	8:30am to 6:00pm	Daily (M-F)	Once per day
24	777 Building	8:30am to 5:30pm	Daily (M-F)	Once per day
25	City Hall	7:30am to 5:30pm	Daily (M-F)	Dedicated Porters
26	Code Compliance Offices	8:30am to 4:30pm	Daily (M-F)	Once per day
	Zone 4-Recreation / Community Center			
27	South Pointe Park Restrooms	7:00am to 10:00pm	Daily (M-Sun)	Thursday-Sunday: Dedicated Porter Monday-Wednesday, 12pm to 10pm: Dedicated Porter Monday-Wednesday, 7am to 12pm: Clean and service minimum once every three (3) hours on weekdays during open period
28	3rd Street Restrooms (Marjory Stoneman Douglas Park)	7:00am to 8:00pm	Daily (M-Sun)	Clean and service minimum once every three (3) hours on weekdays during open period; dedicated porter on weekends
29	6th Street Restrooms (Lummus Park)	7:00am to 10:00pm (M- F) / 7:00am to 12:00am (Sa/Su)	Daily (M-Sun)	Dedicated Porter
30	10th Street Restrooms (Lummus Park)	7:00am to 10:00pm (M- F) / 7:00am to 12:00am (Sa/Su)	Daily (M-Sun)	Dedicated Porter
31	14th Street Restrooms (Lummus Park)	7:00am to 10:00pm (M- F) / 7:00am to 12:00am (Sa/Su)	Daily (M-Sun)	Dedicated Porter
32	21st Street Restrooms	7:00am to 8:00pm (M- F) / 7:00am to 10:00pm (Sa/Su)	Daily (M-Sun)	Friday-Sunday: Dedicated Porter Monday-Thursday: Clean and service minimum once every three (3) hours on weekdays during open period
33	35th Street Restrooms	7:00am to 8:00pm	Daily (M-Sun)	Clean and service minimum once every three (3) hours on weekdays during open period; dedicated porter on weekends
34	46th Street Restrooms (Indian Beach Park)	7:00am to 8:00pm	Daily (M-Sun)	Clean and service minimum once every three (3) hours on weekdays during open period; dedicated porter on weekends
35	53rd Street Restrooms (Beach View Park)	7:00am to 8:00pm	Daily (M-Sun)	Clean and service minimum once every three (3) hours on weekdays during open period; dedicated porter on weekends

FACILITY LOCATIONS SERVICE LEVELSCHEDULE

36	64th Street Restrooms (Allison Park)	7:00am to 8:00pm	Daily (M-Sun)	Clean and service minimum once every three (3) hours on weekdays during open period; dedicated porter on weekends
37	72nd Street Restrooms (Unidad Building Exterior Restrooms)	7:00am to 8:00pm	Daily (M-Sun)	Saturday & Sunday: Dedicated Porter Monday-Friday, 7am to 11am & 4pm to 8pm: Clean and service minimum once every three (3) hours on weekdays during open period
38	76th Street Restrooms (Altos Del Mar Park)	7:00am to 8:00pm	Daily (M-Sun)	Friday-Sunday: Dedicated Porter Monday-Thursday: Clean and service minimum once every three (3) hours on weekdays during open period
39	81st Street Restrooms (North Beach Oceanside Park Restroom 1)	7:00am to 8:00pm	Daily (M-Sun)	Monday-Thursday: one (1) roving porter shared for 81, 83 & 85 St restrooms, clean and service minimum once every three (3) hours Friday-Sunday: one (1) dedicated porter for 81 Street
40	83rd Street Restrooms (North Beach Oceanside Park Restroom 2)	7:00am to 8:00pm	Daily (M-Sun)	Monday-Thursday: one (1) roving porter shared for 81, 83 & 85 St restrooms, clean and service minimum once every three (3) hours Friday-Sunday: one (1) dedicated porter for 83 Street
41	85th Street Restrooms (North Beach Oceanside Park Restroom 3)	7:00am to 8:00pm	Daily (M-Sun)	Monday-Thursday: one (1) roving porter shared for 81, 83 & 85 St restrooms, clean and service minimum once every three (3) hours Friday-Sunday: one (1) dedicated porter for 85 Street
42	Art Deco Welcome Center / 10th Street Auditorium	9:00am to 5:00pm	Daily (M-F)	Once per day
43	Canopy Park NOT YET BUILT	7:00am to 8:00pm	Daily (M-F)	Clean and service minimum three (3) times per day, everyday
44	Crespi Park Building	7:00am to 9:00pm	Daily (M-Sun)	Clean and service minimum three (3) times per day, everyday
45	Fairway Park Pavillion	7:00am to 9:00pm	Daily (M-Sun)	Clean and service minimum three (3) times per day, everyday
46	Flamingo Park - Baseball Field Restrooms	Only open for athletic programming	Daily (M-Sun) (porter crews grouped by color)	Monday-Sunday, 6am to 10pm: one (1) roving porter shared for Baseball, Park Ranger, Day Care, Football & Admin/Softball restrooms, clean and service minimum once every three (3) hours
47	Flamingo Park - Nehman Field House (Park Ranger Office)	7:00am to 10:00pm	Daily (M-Sun) (porter crews grouped by color)	Monday-Sunday, 6am to 10pm: one (1) roving porter shared for Baseball, Park Ranger, Day Care, Football & Admin/Softball restrooms, clean and service minimum once every three (3) hours
48	Flamingo Park - Robert L. Michnoff Memorial Field House (Day Care)	9:00am to 9:00pm	Daily (M-Sun) (porter crews grouped by color)	Monday-Sunday, 6am to 10pm: one (1) roving porter shared for Baseball, Park Ranger, Day Care, Football & Admin/Softball restrooms, clean and service minimum once every three (3) hours
49	Flamingo Park - Football Facility	6:00am to 10:00pm	Daily (M-Sun) (porter crews grouped by color)	Monday-Sunday, 6am to 10pm: one (1) roving porter shared for Baseball, Park Ranger, Day Care, Football & Admin/Softball restrooms, clean and service minimum once every three (3) hours
50	Flamingo Park - PAL - Police Athletic League Building	6:30am to 9:00pm	Daily (M-Sun)	Dedicated porter
51	Flamingo Park - Pool Facility (offices, general areas, and restrooms)	6:00am to 8:00pm	Daily (M-Sun) (porter crews grouped by color)	Monday-Sunday, 6am to 9pm: one (1) roving porter shared for Pool & Tennis restrooms, clean and service minimum once every three (3) hours
52	Flamingo Park - Tennis Center (Interior & Exterior) [offices, general areas, and restrooms interior & exterior]	7:30am to 9:00pm	Daily (M-Sun) (porter crews grouped by color)	Monday-Sunday, 6am to 9pm: one (1) roving porter shared for Pool & Tennis restrooms, clean and service minimum once every three (3) hours
53	Flamingo Park - Administration Building/Softball Field Restrooms	8:00am to 9:00pm	Daily (M-Sun)	Monday-Sunday, 6am to 10pm: one (1) roving porter shared for Baseball, Park Ranger, Day Care, Football & Admin/Softball restrooms, clean and service minimum once every three (3) hours
54	Parks Maintenance Trailer	6:00am to 6:00pm (M- F)	Daily (M-F)	Minimum once every three (3) hours during open period
55	Greenspace Trailer (Double Wide)	6:00am to 6:00pm (M- F)	Daily (M-F)	Once per day
56	Greenspace / Parks Maintenance Warehouse	6:00am to 6:00pm (M- F)	Daily (M-F)	Clean and service minimum three (3) times per day, everyday

FACILITY LOCATIONS SERVICE LEVELSCHEDULE

57	Maurice Gibb Park Public Restrooms	7:00am to 8:00pm (M- F) / 7:00am to 10:00pm (Sa/Su)	Daily (M-Sun)	Monday-Thursday: Minimum once every three (3) hours on weekdays during open period Friday-Sunday: Dedicated porter
58	Muss Park Building	7:00am to 8:00pm	Daily (M-Sun)	Monday-Friday: Dedicated Porter Saturday-Sunday: Clean and service minimum three (3) times per day
	Muss Park Building	7:00am to 8:00pm		
59	Normandy Isle Park/Pool	7:00am to 9:00pm	Daily (M-Sun)	Dedicated Porter
60	North Shore Park Youth Center	7:00am to 8:00pm	Daily (M-Sun)	Dedicated Porter
61	North Shore Park Tennis Center (Interior & Exterior restrooms, general areas, offices, etc.) EXTERIOR RESTROOMS UNDER CONSTRUCTION	7:00am to 9:00pm	Daily (M-Sun)	Dedicated Porter
62	Unidad Building	9:00am to 5:00pm	Daily (M-F)	Once per day
63	North Beach Oceanside Park Trailer (General Areas, offices and interior restrooms)	6:00am to 6:00pm	Daily (M-Sun)	Once per day
64	Scott Rakow Community Youth Center	8:00am to 8:00pm (M- F) / 9:00am to 5:30pm (Sun)	Daily (Sun-Fri) (porter crews grouped by color)	Monday-Sunday, 8am to 9pm: two (2) dedicated roving porters shared for Center, Pool & Ice Rink; PORTER #1: 8am-9pm; PORTER#2: 12pm to 9pm
65	Scott Rakow Community Youth Center Pool	6:00am to 7:00pm	Daily (M-Sun) (porter crews grouped by color)	Monday-Sunday, 8am to 9pm: two (2) dedicated roving porters shared for Center, Pool & Ice Rink; PORTER #1: 8am-9pm; PORTER#2: 12pm to 9pm
66	Scott Rakow Community Youth Center Ice Rink	10:00am to 10:00pm	Daily (M-Sun) (porter crews grouped by color)	Monday-Sunday, 8am to 9pm: two (2) dedicated roving porters shared for Center, Pool & Ice Rink; PORTER #1: 8am-9pm; PORTER#2: 12pm to 9pm
67	Soundscape Park Trailer & Restroom Building	Varies	See notes	Dedicated Porter: only during events, as requested
68	South Shore Community Center	Varies	Daily (M-F)	Once per day
69	South Shore Community Center Exterior Restrooms	8:00am to 5:00pm	Daily (M-F)	Once per day
70	South Pointe Park Multipurpose Building (offices, restrooms, playtime room, lockers and general areas)	7:00am to 10:00pm	Daily (M-Sun)	Clean and service minimum three (3) times per day, everyday
71	Stillwater Park Building	7:00am to 9:00pm	Daily (M-Sun)	Clean and service minimum three (3) times per day, everyday
72	Tatum Park Building	7:00am to 9:00pm	Daily (M-Sun)	Clean and service minimum three (3) times per day, everyday
73	Bayshore Park (Offices, General Areas & Restrooms) UNDER CONSTRUCTION	8:00am to 9:00pm	Daily (M-Sun)	Clean and service minimum once every three (3) hours on weekdays during open period; dedicated porter on weekends
74	Pride Park	8:00am to 8:00pm	Daily (M-Sun)	Dedicated Porter
	Zone 5 - Parking			
	7th Street Parking Garage	24 hours	Daily (M-Sun)	Minimum once every three (3) hours
75	12th Street Parking Garage	24 hours	Daily (M-Sun)	Minimum once every three (3) hours
76	13th Street Parking Garage	24 hours	Daily (M-Sun)	Minimum once every three (3) hours
77	16th Street Parking Garage (Anchor Garage)	24 hours	Daily (M-Sun)	Minimum once every three (3) hours
78	17th Street Parking Garage	24 hours	Daily (M-Sun)	Minimum once every three (3) hours
79	Pennsylvania Parking Garage	24 hours	Daily (M-Sun)	Minimum once every three (3) hours
80	42nd Street Parking Garage	24 hours	Daily (M-Sun)	Minimum once every three (3) hours
81	Sunset Harbour Parking Garage	24 hours	Daily (M-Sun)	Minimum once every three (3) hours
82	1755 Meridian Garage	24 hours	Daily (M-Sun)	Minimum once every three (3) hours
83	Collins Park Garage	24 hours	Daily (M-Sun)	Minimum once every three (3) hours
84	Convention Center Garage	24 hours	Daily (M-Sun)	Minimum once every three (3) hours
85				

EXHIBIT D ANTI-HUMAN TRAFFICKING CERTIFICATION

Affidavit of Compliance with Anti-Human Trafficking Laws

RFP-2024-032-WG-JANITORIAL SERVICES

Contract Number and Title

Pursuant to section 787.06(13), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

Name of entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

Entity Name:

Representative/Officer's Printed Name:

Representative/Officer's Title:

Signature:

Date:

EXHIBIT E

**PROHIBITION AGAINST CONTRACTING WITH FOREIGN COUNTRIES OF CONCERN
AFFIDAVIT**

In accordance with Section 287.138, Florida Statutes, incorporated herein by reference, the undersigned, on behalf of Consultant, hereby attests under penalty of perjury that Consultant does not meet any of the following criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) Consultant is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in Consultant; or (c) Consultant is organized under the laws of or has its principal place of business in a foreign country of concern.

I understand that I am swearing or affirming under oath, under penalties of perjury, to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Consultant.

CONSULTANT:

_____, a _____ corporation.

Name/Title: _____ (Address) _____

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____, as _____, of _____, a _____ corporation, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

DRAFT