

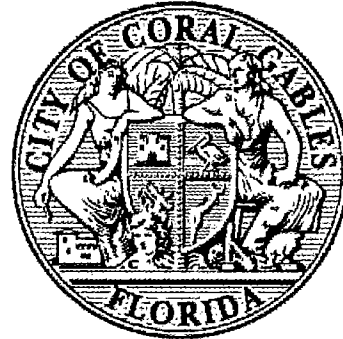
CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

City Commission

Don Slesnick II, Mayor
William H. Kerdyk, Jr., Vice Mayor
Maria Anderson, Commissioner
Rafael “Ralph” Cabrera, Commissioner
Wayne “Chip” Withers, Commissioner

City Administration

Patrick G. Salerno, City Manager
Elizabeth M. Hernandez, City Attorney
Walter Foeman, City Clerk



RFP No. 2010.06.04

**JANITORIAL SERVICES
AND PRODUCTS CITYWIDE**

PROCUREMENT/CONTRACT TEAM

2800 SW 72nd Avenue – Miami, FL 33155
Michael “Mike” P. Pounds, Chief Procurement Officer
Joe V. Rodriguez, CPPB, FCCM, Contract Specialist
Margie Gomez, Contract Specialist

RFP Prepared by: **Joe V. Rodriguez, CPPB, FCCM**
Telephone: 305-460-5121 / Facsimile: 305-460-5116
contracts@coralgables.com

JUNE 2010



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

PROPOSER ACKNOWLEDGEMENT

JANITORIAL SERVICES & PRODUCTS CITYWIDE

RFP No. 2010.06.04

A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code.

Proposal must be received prior to 2:00 P.M. Thursday, July 29th, 2010 and may not be withdrawn within 90 calendar days after such date and time. Proposals received by the date and time specified will be opened in the Procurement's Office located at 2800 SW 72nd Avenue, Miami, FL 33155. All Proposals received after the specified date and time will be returned unopened.

Contact: **Joe V. Rodriguez, CPPB, FCCM**
Telephone: 305-460-5121
Facsimile: 305-460-5116
contracts@coralgables.com

PROPOSERS ACKNOWLEDGEMENT

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE PROPOSAL PRIOR TO THE DATE AND THE TIME OF PROPOSAL OPENING. THE PROPOSAL SUMMARY SHEET PAGES ON WHICH THE PROPOSALS ACTUALLY SUBMITS A PROPOSAL AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH ALL PAGES OF THE PROPOSAL DOCUMENT.

Proposers Name: Vista Building Maint. Sv.	Fed. ID No. or SS Number: 59-2106510
Complete Mailing Address: 8200 Coral Way, Miami FL 33155	Telephone No.: 305-552-1973
	Fax No.: 305-552-6532
Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Reason for no Response:
Bid Bond/Security Bond (if applicable) is attached in the amount of \$ _____	

ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL RFP SUBMITTAL FORMS AND FAILURE TO SUBMIT ALL PAGES OF THE RFP DOCUMENT AND ANY ADDENDUMS ISSUED MAY RENDER YOUR RFP NON-RESPONSIVE.

CHECK BOX BELOW TO ACKNOWLEDGE THIS PROPOSAL.

THE PROPOSER CERTIFIES THAT THIS PROPOSAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE PROPOSAL DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE PROPOSAL DOCUMENT AS RECEIVED. THE PROPOSER FURTHER PROPOSES AND AGREES, IF THE PROPOSAL IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES. FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS PROPOSAL PERTAINS. FURTHER, BY CHECKING THE AGREE BOX LISTED BELOW AND BY SIGNING BELOW **IN BLUE INK** ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. I AM AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

Agree ☒

Authorized Name and Signature
James M. Haley

President
Title

July 9, 2010
Date



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

PUBLIC NOTICE

Request for Proposal (RFP) No 2010.06.04

The City of Coral Gables is requesting a Janitorial contractor that can provide Janitorial Services and Products citywide. The contractor shall furnish all supplies, materials, equipments, machineries, tool supervision, labor and services necessary to perform the work, as per specifications in this solicitation. Responsibilities shall be carried out through planning, assignments, coordination, inspections, quality control, field operations, reporting and other forms of administrative management required to optimized services and support in compliance with the terms of the specifications.

Request for Proposal packages may be picked up at the Office of the Chief Procurement Officer/Finance Department, Procurement Division, or requested by phone (305) 460-5121, fax (305) 460-5116 and/or (305) 261-1601, or via e-mail contracts@coralgables.com. Proposals submitted by mail or hand delivered should be sent to the City of Coral Gables, Office of the Chief Procurement Officer/Finance Department, Procurement Division, 2800 SW 72nd Avenue, Miami, Florida 33155.

Proposals for **RFP No 2010.06.04, Janitorial Services and Products**, will be received until **2:00 p.m., Thursday, July 29th, 2010**, at the following address:

City of Coral Gables
Finance Department/Procurement Division
2800 SW 72nd Avenue
Miami, FL 33155

The City of Coral Gables will not accept and will in no way be responsible for any proposals received after the deadline of **Thursday, July 29th, 2010, 2:00 p.m.** The responsibility for submitting Proposals before the stated time and date is solely the responsibility of the Proposer. The City will not be responsible for delays caused by mail, courier services, including U.S. Mail, or any other occurrence.

Proposals will be opened promptly thereafter. The Proposal Pricing Schedule submitted on a separate sealed envelope will not be opened at this time. One (1) original proposal and five (5) complete copies must be signed and submitted in a sealed envelope and clearly marked: **Janitorial Services and Products – RFP No. 2010.06.04**.

Schedule of events for this RFP is as follows;

***Disclaimer:** Meetings will start promptly at the time scheduled, allow time for traffic and weather conditions. Under no circumstances will late arrivals be allowed entry.*

RFP Advertisement	Friday, July 2, 2010
Pre-Bid Conference and walk-thru <i>Public Works Facility / 2800 SW 72nd Ave / Miami, FL</i>	Thursday, July 8, 2010 9am <i>Non Mandatory meeting and walk-thru</i>
Last date to request packages	Tuesday, July 13, 2010 4pm
Questions	Thursday, July 15, 2010 4pm
Answers	Thursday, July 22, 2010 4pm
Proposals Submittal Deadline <i>Procurement Division / 2800 SW 72nd Avenue / Miami, FL 33155</i>	Thursday, July 29, 2010 2:00pm <i>Procurement Conference Room</i>
Evaluation Committee Meeting	TBD

Award of Proposal will only be made to highest ranked Proposer(s) based on the criteria method, within a reasonable time after opening of proposals. However, the City reserves the right to consider other factors which may be in the best interests of the City. The City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities at any time during the RFP solicitation process.

PROPOSAL PRICES MUST BE FIRM FOR A MINIMUM OF NINETY (90) DAYS. ESCALATION CLAUSES OF ANY KIND ARE NOT ACCEPTABLE. THE CITY OF CORAL GABLES RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE CITY OF CORAL GABLES, OR WAIVE ANY INFORMALITY IN ANY PROPOSAL. THE CITY OF CORAL GABLES MAY ALSO REJECT ANY AND/OR ALL PROPOSALS.

YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR PROPOSAL IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE REQUESTED IN WRITING TO THE CITY OF CORAL GABLES, CITY CLERKS OFFICE:

City of Coral Gables
City Clerk's Office
405 Biltmore Way, 1st Floor
Coral Gables, FL 33134

- CONE OF SILENCE – Ordinance No. O2008-27
- CODE OF ETHICS & CONFLICT OF INTEREST – Ordinance No. O2008-27
- DEBARMENT PROCEEDINGS – Ordinance No. O2008-27
- PROTEST PROCEDURES – Ordinance No. O2008-27
- LOBBYIST REGISTRATION & DISCLOSURE OF FEES – Ordinance No. O2008-27

Sincerely,

Chief Procurement Officer



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

CONE OF SILENCE

Request for Proposal (RFP) No 2010.06.04

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

Imposition:

A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) and any other solicitation when advertised.

Termination:

The cone of silence shall terminate at:

- (1) the time of the City Manager's approval of the award, or
- (2) the time of the City Manager's written recommendation to the City Commission is received by the City Clerk, or
- (3) the time that bids or proposals are rejected by the City Commission or the City Manager.

Violations:

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

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CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 1

Request for Proposal (RFP) No 2010.06.04

1.0: INTRODUCTION TO REQUEST FOR PROPOSAL

1.1. Invitation

Thank you for your interest in this Request for Proposal ("RFP"). The City of Coral Gables (the "City"), through its Procurement Division invites responses ("Responses") which offer to provide the services described in Section 2.0 "Scope of Services".

1.2. Contract Terms and Conditions

The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute a Professional Services Agreement ("Agreement") with the City in substantially the same form as the Agreement included as part of this RFP. The term(s) of the Agreement shall be for a period of three (3) years with two (2) one (1) year options to renew, at the sole discretion of the City, unless other terms are in the best interest of the City.

Throughout this RFP, the phrases "must" and "shall" will denote mandatory requirements. Any response that does not meet the mandatory requirements is subject to immediate disqualification.

1.3. Submission of Responses

To receive consideration, proposals must be submitted on Proposal forms as provided by the City. This request for Proposal must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response form completely filled out. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Response form. Copies may be obtained from the Procurement Division, 2800 S.W. 72nd Avenue, Miami, FL 33155. **The Proposal shall be signed by a representative who is authorized to contractually bind the Proposer.** Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The original Proposal with five (5) copies must be submitted to the Procurement Division, 2800 S.W. 72nd Avenue, Miami, FL 33155 at or prior to the time noted on the proposal opening date. Attachment "A" Forms and Attachment "B" Professional Service Agreement one (1) original is required. Proposals received after that time will not be accepted. It will be the sole responsibility of the Proposer to deliver their proposal to the Chief Procurement Officer's office on or before the closing hour and date indicated.

PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE CLEARLY MARKED ON THE EXTERIOR AS FOLLOWS:

RFP NO. 2010.06.04

PROPOSER NAME AND ADDRESS:

TO BE OPENED ON:

THURSDAY, JULY 29th, 2010 – 2:00 PM

AND ADDRESSED TO:

**CITY OF CORAL GABLES
PROCUREMENT DIVISION
2800 S.W. 72ND AVENUE
MIAMI, FL 33155**

No responsibility will be attached to the Procurement office for the premature opening of a Proposal not properly addressed and identified. **All Proposals submitted become the exclusive property of the City of Coral Gables.**

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposer follow the format and instructions contained herein. Proposal Submission Requirements as listed herein must be followed. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

1.4. Additional Information or Clarification

The Proposer must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by **WRITTEN REQUEST** via fax or email to the Chief Procurement Officer during the question-answer process that is scheduled for July 15th, 2010 4:00 pm through July 22nd, 2010 until 4:00 p.m. Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** posted on the City's website prior to the response submission date. **No person is authorized to give oral interpretations of, or make oral changes to the proposal. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification will be made.** Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail. It is the Proposer's responsibility to assure receipt of all addenda.

Facsimiles must have a cover sheet that includes the Proposers name, RFP number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing no later than **Thursday, July 15th, 2010 prior to 4:00 PM.**

Proposers should not reply on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP.

1.5. Proposal Format

Careful attention must be given to all requested items contained in this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response.

- (a) Title Page. Show the RFP subject, the name of your firm, address, telephone number, name of contact person and date.
- (b) Table of Contents. Clearly identify the material by section and page number.
- (c) Letter of Commitment and Authorization. Briefly state your firm understands of the work to be done and provide a positive commitment to perform the work. Give the names of the person(s) who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.
- (d) Profile of Proposer. State the location of the office from which your work is to be performed. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by the RFP will be brought to bear on the proposed work. Provide a list and description of similar municipal engagements satisfactorily performed in the past five (5) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance. State whether you have been involved in any litigation in the last five (5) years or is there any pending litigation arising out of your performance.
- (e) Summary of Proposer's Qualifications. Identify your Project Manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. The resumes should be included as an appendix. Describe the experience in conducting similar projects for each of the Project Managers or individuals assigned to the engagement. Describe the organization of the proposed project team, detailing the level of involvement, and field of expertise.
- (f) Project Understanding, Proposed Approach, and Methodology. Describe, in detail, your approach to perform the proposed contract work.

- (g) Summary of the Proposer's Fee Statement. The Proposer will show the fee schedule. Express your fee in a lump sum not to exceed maximum amount (when applicable) and a separate price sheet for the components of the work shown in the Scope of Service.
- (h) Project Time Schedule; please provide a detailed time schedule for this project.
- (i) **References** must be submitted following this format;
 - a. Project Name
 - b. Municipality / Company Name
 - c. Project Manager / Contact Name and phone number
 - d. Project Size & brief Scope
 - e. Completed on time (Yes or No)
 - f. Where there any change orders (Yes or No), if yes specified the % excess of original contract.
 - g. How many jobs have you done with this Municipality/Company?

Any and all Responses that do not follow the prescribed format may be deemed non-responsive.

Proposers shall complete and submit as part of its Response all of the following forms and/or documents:

- | | |
|--------------------------------------|--|
| · Proposers Acknowledgement | · Code of Silence |
| · Proposers Qualifications Statement | · Code of Ethics & Conflict of Interest |
| · Americans with Disabilities Act | · Formal Solicitation Protest Procedures |
| · Certified Resolution | · Drug Free Work Place Form |
| · Foreign Corporations | · Lobbyist Application |
| · Offerers Certifications | · Lobbyist Biennial Registration Application |
| · Non Collusion Affidavit | · Professional Service Agreement |

1.6. Registration

It is the policy of the City that all prospective Proposers register as a Vendor indicating the commodities which the Proposer can regularly supply. Should a prospective Proposer not be currently listed on the City's Proposer/bidders list, you may register via internet at:

<http://www.coralgables.com/CGWeb/procurement.htm>

As a registered vendor, access to solicitations, addenda's, plan holders list and construction drawings (at City's discretion) can be downloaded at no charge. For any questions, contact the Procurement Office at 305-460-5102. It is the sole responsibility of the Proposer to insure that they are properly registered with the City.

1.7. Award of an Agreement

Agreements may be awarded to the Successful Proposer(s) by the City Commission or City Manager, as applicable, to one or more proposer deemed the most responsible, responsive Proposer meeting all specifications, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the City will strictly enforce all the Provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Contractor shall not be permitted rate increases as a result of a low Proposal. Non-performance shall result in cancellation of the contract with the Proposer. The City reserves the right to execute or not execute an Agreement with the Successful Proposer(s) if it is determined to be in the best interest of the City.

1.8. Agreement Execution

By submitting a Response, the Proposers agree to be bound to and execute the Agreement for **Janitorial Services and Products – Citywide, RFP 2010.06.04**. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for City's consideration. Only comments and proposed revisions included within the Response will be considered by the City. Any comments identified after the Response has been received need not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the response after the Response has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the successful Proposer to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFP through action

taken by the City Commission at a duly authorized meeting. If the Proposer first awarded the Contract fails to enter into the contract as herein provided, the award may be declared null and void, and the Contract awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the City.

1.9. Unauthorized Work

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

1.10. Changes/Alterations

Proposers may change or withdraw a Response at any time **prior to** Response Submission Deadline. All changes or withdrawals shall be made in writing to the Procurement Division as specified in this RFP. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response Submission Date.

1.11. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in RFP section 1.4 above. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.12. Disqualifications

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposal.

Any Responses submitted by a Proposer who is in arrears (money owed) to the City or where the City has an open claim against a Proposer for monies owed the City at the time of Proposal submission, will be rejected as non-responsive and shall not be considered for award.

1.13. Proposers Expenditures

Proposer(s) understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RFP are exclusively at the expense of the Proposer(s). The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.

1.14. Bid Bond

No bid bond will be required.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5121, Fax: 305-460-5116

SECTION 2

Request for Proposal (RFP) No 2010.05.07

2.0: SCOPE OF SERVICES / SPECIAL CONDITIONS

- 2.1** **SCOPE OF SERVICE:** The successful vendor shall furnish all supplies, (tissue, hand towels, soap...etc.) materials, equipment, machinery, tools supervision, labor and service necessary to perform the work called for in these specifications. These responsibilities shall be carried out through planning, assignment, coordination, inspections, quality control, field operations, reporting, and other forms of administrative management required to optimize services and support in compliance with the terms of the these specifications.

In order to fulfill the requirements of this contract's routine assignments the successful bidder shall provide a minimum number of workers. Each prospective bidder shall determine how many additional workers are necessary in order to perform all tasks as required. Workers shall be relieved by another employee during lunch breaks to provide continuity of service. The City does not pay for lunch breaks.

1. **Contractor Requirements:** The contractor or COMPANY shall furnish all personnel, equipment, supplies, supervision, transportation, inspection, and any other items or services, except where specified as CITY furnished, for cleaning of all facilities listed in this document.

All work shall be performed in strict accordance with specifications and performance standards as set by the OWNER. The Director of Public Works or his designated representative will decide all questions which may arise as to the quality and acceptability of any work performed under this contract, if in the opinion of the Director of Public Works, or the appointed representative, the CONTRACTOR's performance becomes unsatisfactory, the CONTRACTOR shall be notified as to the specific area(s) requiring corrective actions.

2. **Contractor's Employees:** CONTRACTOR shall submit with the proposal, a list of all names, social security numbers, and dates of birth of all employees who are to perform work under this contract. Changes in the employment list shall be reported to the Public Works designated representative upon award of contract and thereafter for the duration of the contract, within 24 hours of their occurrence.
3. **Bonding:** The CONTRACTOR shall obtain the appropriate fidelity bonding for all employees performing work under this agreement. Bond verification certification shall be submitted to the Chief Procurement Officer within ten (10) calendar days after the award of contract.
4. **Employee Standards:** All employees of the CONTRACTOR performing work under this contract shall meet the minimum acceptable standards of cleanliness, conduct, and human reliability standards for the type of work to be performed. Such standards shall be as prescribed and approved by the Director of Public Works or the designated representative. All employees of the CONTRACTOR performing under this contract must be able to read, write, speak and fully communicate in the English language.
5. **Employee Identification and Building Access:**
 - a. Identification badges and uniforms shall be furnished by the CONTRACTOR and shall be worn by all contract employees while on the City's premises for the purpose of custodial services. The identification badge shall have employee's picture, name, signature, and social security number, the COMPANY's name and the words "Custodial Services".
 - b. Only authorized CONTRACTOR's employees are allowed on the premise of the CITY or within any of the CITY's facilities.

Custodial Services Purposes:

- a. CONTRACTOR's employees are not to be accompanied in the work area by any acquaintances, family member, children, assistance, or any other person unless the person is an authorized CONTRACTOR's employee.
 - b. The CONTRACTOR shall supply a current criminal records check on each person employed for the fulfillment of this contract. The criminal records check is to be performed by the Coral Gables Police Department at the expense of the CONTRACTOR.
 - c. Non-compliance with employee identification provision may result in deduction of an amount from the CONTRACTOR's invoice of five dollars (\$5.00) each occurrence.
6. Conduct: The CITY reserves the right to request the removal of any CONTRACTOR's employees from CITY facilities for reasonable cause. Such causes shall include, but are not limited to the following:
- a. Wearing of inappropriate clothing and or uniform.
 - b. Engaging in loud boisterous or un-workman-like conduct.
 - c. Unauthorized use, disposition and/or misrepresentation of CITY and/or personal properties.
 - d. Engaging in unlawful or unauthorized acts.
 - e. Misrepresentation of facts.
 - f. Failure to meet acceptable standards of personal cleanliness.
 - g. Violation of any rules as stated in this Agreement.

2.2 CONTRACTOR EQUIPMENT AND MATERIALS STORAGE:

1. The OWNER shall provide the contractor adequate locked equipment and storage areas within each of the facilities serviced by the Contractor. The storage is for equipment and a small supply of products to be used at the specific facility where the storage is provided. All bulk storage of products and equipment shall be at the Contractor's facility.
2. The Contractor shall be responsible for the maintenance of the provided storage area, which shall be kept clean and orderly at all times. All equipment and materials stored within the area shall be segregated by type. No toxic chemicals and/or combustible substances shall be stored within the area. All soiled and/or oily cleaning cloths shall be stored in metal containers with closed lids. Mops shall be rinsed and hanged so as to dry after each period of use. All cleaners and paper products shall be neatly stacked on shelves or within the original issued containers.
3. The OWNER shall not be liable for the lost or damage of any stored equipment or materials the Contractor stores within the OWNER'S facilities.

2.3 MATERIALS AND SUPPLIES:

1. Intent: These specifications are intended to furnish minimum essential standards for COMPANY furnished materials and supplies.
2. General: The Contractor shall furnish all materials, equipment and tools necessary to properly perform all work defined in the proposal in the allocated time frames unless otherwise noted.
3. Material:
 - a. Contractor furnished materials shall include cleaners, disinfectants, waxes, polishes, stripping material, plastic trash can liners of appropriate sizes, c-fold paper towels, toilet paper and any other custodial products required to fulfill the intent of the contract.
 - b. All products furnished and/or used in the performance of any included task or implacable E.P.A., OSHA, and manufacturer safety environmental protective requirements. The use of any product which causes damage to property or injury to persons or as otherwise restricted by law is prohibited.

- c. materials furnished by Contractor shall be of the most suitable grade of the respected kind for the purpose. The Director of Public Works or his designated representative shall decide all questions concerning acceptability and approval of materials for use in the fulfillment of this contract, as well as the method of application of products or materials.
- d. The Contractor shall supply the Material Safety Data Sheet (MSDS) Information of all products to be used. The Contractor shall monitor all product safety data information.

4. Equipment and Tools:

- a. The Contractor shall furnish all equipment and tools necessary to properly perform the work defined in the contract.
- b. All equipment shall have bumpers and guards to prevent markings or scratching fixtures and furnishings or building services.
- c. All electrical equipment used by the Contractor shall meet all safety requirements. This equipment must operate using existing building circuit voltages. It shall be the responsibility of the Contractor to prevent the operation or attempted operation of electrical equipment, or combinations of equipment, which require power exceeding the building circuits.
- d. The equipment furnished by the Contractor shall be of the most suitable grade of their respective kinds for the purpose. When required, the Contractor shall furnish to the Director of Public Works or his designated representative, a listing of all the manufacturer of mechanical and other equipment and manufacturer and brand name of each of the materials the Contractor proposes to use in the performance of the work, together with their performance capacity, and other pertinent information. The Director of Public Works or his designated representative shall decide all questions concerning acceptability and approval of custodial equipment for use within the OWNER'S facilities, as well as the method and application of intended use of said equipment.

5. Company Furnished Supplies:

The COMPANY will furnish all expendable supplies for use in public toilet and wash room dispensers such as paper towels, toilet paper, power or liquid hand soap. The COMPANY shall place said supplies in the dispensers and holders, as necessary.

- 6. In addition to all supplies previously listed that are required to perform the work, the COMPANY shall be solely responsible for the supplies of sanitary napkin dispensers in women's rest rooms, and these dispensers shall be under the custody and control of the COMPANY. The COMPANY will be responsible for furnishing supplies, refilling, and maintaining these dispensers, during the duration of the contract. Any increase to the cost of these items shall be approved by the Director of Public Works or his designated representative. All money collected shall be collected by the COMPANY or the COMPANY's designated representative. All money collected shall be retained by the COMPANY as compensation for providing this service. Any extra expendable supplies should not be left in the rest rooms but storage shall be the responsibility of the COMPANY.

NOTE: From time to time the city may provide specialized supplies for the company to use. The company shall be required to use these products as directed.

- 2.4 **ESTIMATED MATERIALS AND BRANDS SPECIFICATIONS:** The company shall comply with the requirements for supplying all products including dispensable products, consumable products and cleaning products. The Owner reserves the right to approve or reject any product or brand of product.

The following is an estimated yearly consumption volume of paper towels and toilet paper:

Paper towels – 900 cases

Toilet paper – 400 cases

This is an average estimate and not the amount the contractor will furnish.

- 2.5 **STORAGE AND DELIVERY OF MATERIALS:** The contractor shall be responsible for the stocking and storage of all materials at the Owner's facility. The temporary storage of materials including cleaning supplies and consumable products at the Owner's facilities is limited. The Owner's facility storage volume

is not to exceed the required amounts for one week services. The Contractor shall be responsible to deliver all supplies and materials to each facility as needed. The Contractor shall assure that all facilities are supplied at all times and shall not lack any supplies or consumable products.

- 2.6 **TIME CLOCKS:** The COMPANY shall provide time clocks for employee's use, the location of the time clocks may be mutually agreed upon between the COMPANY and the OWNER. It will be determined once a contract has been agreed upon.

- 2.7 **PERSONAL PROPERTY:** The Contractor's employees may not touch personal property of any of the employees of the OWNER. Any other items such as coffee cups, or photographs or any personal item of any of the OWNER'S employees will not be cleaned by the COMPANY's employees.

Refrigerators - The COMPANY will be required to clean refrigerators, upon request by the Facilities Maintenance Division Superintendent or designee.

2.8 **CLEANING TASK AND STANDARD:**

1. **Intent:** These specifications are to address the most common types of cleaning tasks and applicable cleaning standards for accomplishment of general cleaning services. The Contractor shall be responsible for determining and discharging all included tasks for fulfilling the intent of these specifications.
2. **General Cleaning Tasks:**
 - a. **Trash Removal:** All wastebaskets, cigarette butt receptacles, and other trash containers within the area shall be emptied and returned to their initial location. Receptacles themselves shall be cleaned. Boxes, cans, paper, etc. placed near a trash receptacle and marked "TRASH", shall be removed. All waste from such trash receptacles shall be removed from the area and emptied into designated trash dumpsters or receptacles in such a manner as to prevent the adjacent area from becoming littered by such trash. Any obviously soiled or torn plastic receptacle liners in such receptacles shall be replaced. Sand and cigarette butt receptacles will be strained to remove the ashes and debris. Exterior wastebaskets shall be damp wiped with neutral detergent and a clean sponge or cloth to remove evident soil. Lotion type detergent and an abrasive pad shall be used on hard to remove soil. In rest rooms, locker rooms and food service areas germicidal detergent will be used in lieu of neutral detergent for cleaning of waste receptacles.
 - b. **Disposal of Trash:** Refuse containers (dumpsters) are located adjacent to the buildings for disposal of trash. Building trash shall be placed in the containers nearest the building being cleaned. Trash shall be carefully placed in the dumpster container to avoid spillage. In the event of spillage by the Contractor's employees, the Contractor will be responsible for the cleaning of the area. All trashcans shall be replaced with new trashcan liners after each disposal of trash from the containers.
3. **Vacuum Carpet:** Prior to carpeted floors being completely vacuumed, carpet area shall be checked to remove all surface litter, such as paper, gum, rubber bands, paper clips, etc. An up-right carpet vacuum shall be used to vacuum surface and embedded grit from all areas, accessible to the carpet vacuum. Meter bar shall be adjusted to correspond to the pile height of the carpet. Chairs and trash receptacles shall be tilted or moved where necessary to vacuum underneath. Additionally as necessary, to prevent any visible accumulation of soil or litter in carpeted areas inaccessible to the upright carpet vacuum, a tank vacuum with crevice tool and brush attachment shall be used. After the carpeted floor has been vacuumed, it shall be free of all visible litter, soil, and embedded grit.
4. **Spray Buff:** Prior to being sprayed buffed, the floor surface shall be broom swept, and/or dry mopped. A single disk high speed floor machine, buffing pad of the appropriate color and texture, preferable white or red, in clean spray bottle with spray buffing solution, pre-mixed, shall be used to restore uniform gloss and protective finish to resilient tile or terrazzo floors. The spray buff solution shall be prepared according to product specifications. The floor finish shall be of the type already on the floor. It is preferred that the floor finish product to be used shall be Federal 44, and the appropriate method of (burnishing) application and maintenance of the product. All areas accessible to the floor machine shall be spray buffed.

Chairs, trash receptacles, etc. shall be tilted or moved as necessary to spray buff underneath. The floor shall be swept after being spray buffed. After spray buffing, the entire floor shall have a uniform glossy appearance, free of scuff marks, heel marks, and other stains, and shall have a uniform coating of floor finish. All spray buff solutions shall be removed from baseboards, furniture, trash receptacles, etc. The maintenance spray buffing shall be done, but not limited to a minimum of three (3) times per week, per floor.

5. Dry Buff: Prior to dry buffing, the floor surface shall be broom swept or dry mopped. A single disk high-speed floor machine with buffing pad or brush shall be used to restore uniform gloss and protective finish to waxed floors. All areas accessible to the floor machine shall be dry buffed. Chairs, trash receptacles, etc. shall be tilted or moved to dry buff underneath.
6. Wet Mop Floors: Prior to being wet mopped, the floor surface shall be broom swept or dry mopped. A wet mop, mop bucket, wringer and neutral detergent shall be used to remove all soil and non-permanent stains from the entire area. The neutral detergent solution shall be changed periodically and remain clear, and the area damp mopped shall be rinsed with clear water. All accessible areas shall be damp mopped. Chairs, trash receptacles, etc. shall be tilted or moved to mop underneath. After being wet mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Proper signage should be displayed to warn any slippery or hazardous conditions, and must strictly be in use at all times, while wet mopping, until the mopped area is thoroughly dry.
7. Sweeping Floors: Prior to sweeping the floor surface, a putty knife shall be used to remove gum, tar, or other sticky substances from the floor. On resilient tile or terrazzo smooth sealed concrete or other smooth sealed finished floor surfaces, use a treated dust mop to remove accumulated soil and litter. On rough unsealed concrete or other floors where dust mopping is not effective, use a broom. The entire area to be swept shall be thoroughly cleaned to remove dust, dry soil, and other litter.

Rubber or polyester entrance mats shall be swept, vacuumed, or hosed down to remove soil and grit. All entrance mats shall be lifted to remove soil and moisture underneath and shall be returned to their normal location.

8. Wash Rooms, Bathrooms Toilets Sinks & Wash Bowls:
 - a. Wash rooms, bathrooms, toilets, sinks and wash bowls shall be cleaned with a germicidal cleaning solution.
 - b. Water Closets: Both the inside and outside service of water closets and seats shall be cleaned to remove all rust, discoloration, odors, and water stains. Tanks of a low tank water closet shall be cleaned on exterior surfaces only.
 - c. Urinals shall be cleaned to remove rust, discoloration, odors and stains. The cleaning solution shall be flushed through the trap to reduce accumulation of scale. Urinal blocks shall be placed in the urinals as needed.
 - d. Wash bowls shall be cleaned to remove all rust, discoloration, stains, odors, and scale. Abrasive cleaners should not be applied to fittings. Fittings shall be dry polished. Water from cleaning shall not be allowed to get between the fixtures and the wall.
 - e. Slop or service sinks shall be cleaned to remove rust and scale.
 - f. Mirrors shall be cleaned to remove all trace of film or smudge.
 - g. Toilet room floors shall be scrubbed, mopped and rinsed until free of soap solution. In no instance shall a hose or stream of water be used to wash the floors.
 - h. Toilet room walls, partitions, grills, and woodwork with washable surfaces shall be washed in their entirety. Non washable surfaces shall be spot cleaned. Surface washing shall remove accumulation of dirt, streaks and defacing marks.

- i. Servicing devices in rest rooms shall be inspected, re-supplied, and maintained for use. Paper towel waste receptacle shall be emptied. Dispenser for paper towels, toilet paper and hand soap shall be filled, cleaned and kept a minimum of one-quarter full.
 - j. Showers shall be cleaned with tile cleaner, a minimum of three times per week or as needed. Shower handles and all fixtures shall be cleaned daily. Soap bars left in showers shall be disposed of.
 - k. De-scale toilet bowls and urinals, use acid-type bowl cleaner and nylon bowl mop to remove scale, scum, mineral deposits, rust stains, etc. from toilet bowls and urinals. After de-scaling urinals, the entire surface shall be free from streaks, stains, scale, scum, mineral deposits, rust stains, etc. Caution must be used to prevent damage to adjacent surfaces caused by spills of the acid-type bowl cleaner.
9. Dusting:
- a. Low Dusting: Use a lightly treated dust cloth, lightly treated hand held dusting tool, lamp tools, dusting tools, tank vacuum with dusting adjustments, or combination of these dusting tools to remove dust, lint, litter, dry soil, etc. from all surfaces below seven foot (7') from the floor surface. Items on furniture tops shall be dusted and replaced, however, paper shall not be disturbed. After dusting is completed, all such surfaces including cracks, corners, vents, shall have a uniform appearance free from streaks, smudges, dust, lint, litter, etc. Dusting shall be accomplished by removal of the soil from the area, not by rearranging from one surface to another.
 - b. High Dusting: High dusting shall be defined as removal of dust, cob webs, oily film, etc. from wall fixtures and surfaces above seven foot (7') from the floor. This includes lights, grills, air conditioning grilles, light fixtures, pipes, sprinkler systems, cables, ledges, walls, ceilings, vents, etc. High dusting shall be accomplished by using treated dust cloths, treated dusting tools, a damp sponge, and a tank vacuum with a crevice tool, bush attachment and wall attachment. After high dusting all areas and service above seven foot that have been cleaned by dusting or damp wiping shall blend in with the area below seven foot.
10. Drinking Fountains: Use a spray bottle of germicidal detergent, sponge or cloth, small percolator brush, abrasive pad and a lotion cleaning to remove all obvious soils, streaks, smudges, etc. from the drinking fountain and cabinet. Then disinfect all porcelain and polished metal surfaces including the orifices and drain. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale and other obvious removable soil. Use appropriate polish or cleaner to clean drinking fountains that have a bronze finish. Bronze drinking fountains are to be cleaned daily.
11. Chalk Boards: Use a polyurethane foam eraser with chamois backing to remove all chalk marks, finger marks, excess dust from writing surfaces of the chalkboard. Wipe the chalk tray with a damp sponge or cloth to remove chalk dust. Remove existing chalk dust from erasers by vacuuming them. After cleaning the chalkboard, the writing surface shall have a uniform appearance with no remaining marks, streaks or excess dust. The chalk board tray and eraser shall contain no excess chalk dust. If there is writing on the chalkboard, do not erase.
12. Stripping or Refinishing Resilient Tile and Terrazzo Floors:
- a. Stripping shall be done on an "as-needed basis", to be determined by the Owner. Stripping shall be defined as the complete removal without damage to the floor surfaces, of all finishes and/or sealer from all visible floor surfaces, and from those floor surfaces, which can be exposed, by the removal of non-fixed furnishings. Stripping shall also include the complete removal of marks, scuff stains, etc., except in cases in which there is damage to the floor surface itself. Stripping chemical shall be used in accordance with the direction of the manufacturer. The floor shall be scrubbed with a single disk, high speed floor machine, equipped with a stripping pad, except in those areas which the use of manual scrubbing devices are necessary to completely remove the finish and/or sealer, such as along walls and in corners, etc. The stripping solution and rinse water shall be picked up either manually or with a wet/dry vacuum. All floor surfaces to which stripper has been applied, shall be thoroughly rinsed with clean water. When a wet/dry vacuum is used, the area should be rinsed at least once after stripping solution has been removed. If a mop is used to pick up the stripping solution, the area should be rinsed at least twice with clean water.

- b. Refinishing shall be defined as the proper application (as per the manufacturer's recommendations and instruction) of at least two coats of finish to all high traffic areas, and one coat of finish to areas receiving low traffic. After the finish has dried, the reflection shall be uniform with no visible streaks, rolls, etc. No stripping solution or finish shall remain on the base boards, doors, or other non-floor surfaces. Any wax, sealer or refinishing agent used, must be of a non-skid nature. The Owner shall approve products used for all floor finishes. Proper signage must be displayed to warn any slippery or hazardous conditions, during the work and until the finish is thoroughly dry.
13. Cleaning Office Furniture:
- a. Vinyl Upholstery: Cleaning shall be accomplished with a spray bottle of neutral detergent and damp cloth or sponge.
 - b. Fabric Upholstery: Cleaning shall be accomplished by use of vacuum cleaner. Entire fabric areas, including cracks, crevices, and seam lines shall be free of any dirt.
 - c. Deep Cleaning: Deep cleaning of fabric upholstery shall be accomplished through the use of an improved combination of foam and extraction methods. The finished product shall be uniform in appearance and free from dirt.
14. Washing of Interior Glass: Washing interior glass shall include all surfaces of all interior glass windows and shall be the complete removal of all smudges, tape, oily film and other types of soil from all glass interior partition walls, doors, displays, and other glass areas. This will include both sides of the glass. A glass cleaning chemical, window squeegee tool, rubber blade, and clean cloth shall be used. After washing the glass, areas shall be free of dust, smudges, oily film, etc. Cleaner splash and drip marks shall be removed from all adjacent surfaces.
15. Spot Cleaning:
- a. General: Use of sponge, clean cloth, spray bottle, neutral detergent, germicidal detergent, or glass cleaner to remove smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, doors, furniture, fixtures, appliances, etc. Germicidal detergent shall be used in rest rooms, locker rooms, food surface areas, and drinking fountains. Glass cleaner shall be used on mirror and glass surfaces. Lotion cleaner shall be used on hard to remove spots. After spot cleaning, this surface shall have a clean uniform appearance free of streaks, spots, and other evidence of removable soil. It shall be on an "as needed" basis.
 - b. Carpeted Floors: Spots and spills or stains on carpeted floors and all stained areas shall be treated with a spot cleaning solution, following the directions of the manufacturer. Spot cleaning shall be continued until as much of the stain as possible has been removed. After spot cleaning is performed and allowing sufficient time to dry, the carpet shall be vacuumed using a pattern which will give the carpet pile uniform appearance. The OWNER shall be notified immediately if any spots or stains cannot be removed from carpet after following this method of application.
16. Walk Off Matt Cleaning: Rubber or polyester entrance mats shall be swept, vacuumed, or hosed down outside to remove soil and dirt. Soil and moisture underneath entrance mats should be removed and mats returned to their normal location.
17. Venetian Blinds: Complete cleaning of venetian blinds shall be accomplished by washing with a neutral detergent. Blinds shall be rinsed free of detergent, residue and wiped dry.
18. Louvers and Grills: Cleaning of the louvers and grills including air conditioning vents shall be accomplished by washing with a neutral detergent, rinsing free of detergent residue and wiping dry.
19. Graffiti Removal: All graffiti on walls, floors, ceilings, or elevators should be removed at once, or at the earliest available opportunity after they appear. Every attempt should be made to use cleaning agents that will not remove or destroy the base paint or the surface on which the graffiti has been applied. In case the base paint is removed from the surface, the appropriate persons shall be notified immediately. Should the graffiti not be able to be removed, the appropriate representative of the Owners shall be notified immediately.

- 2.9 **CANOPIES/AWNINGS:** Located throughout various facilities, there are canvas awning-type canopies over doorways. These are to be included in the routine cleaning of the facility. The COMPANY shall clean these canopies based on the manufacturer's suggested methods for cleaning canvas-type awnings. Generally, these types of canopies are cleaned with a mild solution of chlorine and water, then rinsed afterwards. On the larger canopies, should the COMPANY feel it necessary to use a low pressure-cleaning machine, they may do so, however, it should be first brought to the attention of the Public Works Department that this is the intended method. The COMPANY should first see to it that this method has prior approval from the OWNER'S representative, and that this method of cleaning will be the accepted method in these cases.
- 2.10 **CONFERENCE ROOMS:** Throughout the various facilities, there are conference rooms, which are used for conducting meetings. The routine scheduled cleaning of these rooms may have to be rescheduled from time to time to accommodate these meetings, so that the room will be clean for use. The COMPANY 's Supervisor should check on a weekly basis with the various persons who are responsible for the scheduling of these rooms to find out the times and dates of scheduled meetings. The routine cleaning can then be rescheduled to accommodate these times and dates. Upon the award of contract, a list of names will be provided of the persons responsible for scheduling the various conference rooms throughout the facilities.
- 2.11 **LIGHT FIXTURES:** Light fixtures are considered contents of a room, whether they are fixed fixtures in the ceiling, such as fluorescent or hanging light fixtures. The cleaning of light fixtures is the responsibility of the COMPANY. For safety reasons, light fixtures should be turned off when cleaning. The lenses of the light fixtures are to be damp wiped on a weekly basis and the fixture itself, dusted on a weekly basis. This schedule shall supersede any schedule for low and high dusting.
- 2.12 **ELEVATORS:** The COMPANY shall clean the interior cabs of all elevators. It should be noted that should the employee be using a wet or damp cloth, that this may not be used on the control panels. The ceiling grates in the elevators should be cleaned as needed or a minimum of once per month. The Owner shall provide the Contractor with any special instructions for cleaning elevators.
- 2.13 **DISPLAY CABINETS:** Located in some of the facilities are permanent display cabinets. Usually these cabinets are glass. The employee shall clean these cabinets on a daily basis to remove dirt, smudges, and fingerprints, utilizing the same method of glass cleaning as previously stated in this document.
- 2.14 **WALL MOUNTED ITEMS:** Items that are mounted on the wall such as photographs, or clocks, shall be considered room fixtures and should be appropriately cleaned, as needed.
- 2.15 **BURNISHING CITY HALL:** The flooring in the hallways of the City Hall Facility requires high speed burnishing. The Contractor shall burnish the flooring once per week. The Contractor will supply the required high speed burnishing equipment and materials. The Owner reserves the right to approve/disapprove the product brand used by the Contractor.
- 2.16 **FACILITY REQUIREMENTS:** The following outline indicates the minimal requirements that are to be performed by the COMPANY's employees. Indicated are the types of tasks to be performed and the frequency that the tasks are to be performed. This is intended to indicate the minimal requirements. The actual work involved may not be limited to this list. In addition to this list, the COMPANY shall provide whatever services are required to properly maintain the facilities. This list may be amended from time to time as necessary, based on the requirements of the individual facilities.

D=Daily, W=Weekly, TW= Twice Weekly, M=Monthly, TM=Twice Monthly, Q=Quarterly, A=Annually, R=As Requested, N=As Needed. These are general conditions and are subject to change as needed.

a. Floor Cleaning	
Sweep and/or dust mop	D
Vacuum carpets	D
Damp or wet mop	D
Stripping and refinishing	R
Buffing	(3) times/week
Shampooing carpets	R
Cleaning walk-off mats	D
Stairwell cleaning	D

b. Restroom/Locker Room Cleaning	
Water closets	D
Urinals, lavatories	D
Mirrors	D
Damp mop floors	D
Partitions and wood works spot cleaning	D
Partitions and wood work general cleaning	W+N
Empty waste containers	D
Filling all dispensers	D
Cleaning shower stalls	TW

c. Dusting	
High dusting, all surfaces and fixtures above 7 ft.	W+N
Low dusting, all surfaces and fixtures below 7 ft.	D+N
Trash removal	D
Cleaning drinking fountains	D
Elevators (complete cleaning walls, floors, & doors)	D

d. Furniture Cleaning	
Vinyl Damp Wipe	D
Fabric vacuum	W+N
Glass cleaning	D
Spot cleaning - (walls, doors, furniture, carpet)	D
Venetian blind cleaning and window sills	TM
Louvers & A/C grills cleaning	M+N+R
Modular partitions fabric cleaning	N

e. Outside Areas/Entrances	
Parking areas, pick up loose debris	D
High water pressure cleaning	R
Chewing gum removal-sidewalks	M
Graffiti removal	N
Empty and clean trash and cigarette receptacles	D

f. Lunch Room Areas	
Sweep and/or dust mop	D
Damp or wet mop	D
Dust all surfaces	D
Trash removal	D

g. Citywide	
Turn-off lights	D
Lock doors	D

Additional task requirements for Police/Fire Central Facility:

- a. High Pressure Cleaning Basement-Q
- b. Buffing Floors in Lobbies (3) times/week

Additional task requirements for the Maintenance & Storage Facility

- a. Degreasing and scrubbing automotive bays-W
- b. Cleaning lunch room areas-D
- c. Buff floors-Q

Additional task requirements for the Youth Center

- a. Shampoo carpets in public areas-Q
- b. Shampoo carpets in office areas-A

Special facilities/parking facility

- a. Sweep hallways, stairs, ramps, sidewalks-D
- b. Empty trash receptacles-D
- c. Remove chewing gum from walk areas-D
- d. Mop trash rooms-W
- e. Other cleaning tasks-N

Other Tasks Requirements-Variou Facilities:

- a. Conference Room Cleaning-D
- b. Parking facilities degreasing concrete areas to include parking stalls and hallways-R.

- 2.17 **EMPLOYEE'S STAFFING SCHEDULE:** The following schedules indicate the minimum amount of personnel required for the various facilities, as well as the required hours of work. It should be noted that some facilities may be cared for during working hours and others require after hours care. Each facility shall be listed separately and should the COMPANY wish to combined facility responsibilities with the same employees to reduce the staff requirements, this would be permissible provided that the coverage's as stated are met.

I. Routine Schedule:

FACILITY	SQ. FT.	DAYS	HOURS	STAFF REQUIRMENTS
City Hall(a)	17,738	Monday-Friday	8am –4 pm	1 employee (porter service)
City Hall(b)		Monday-Friday	5pm –11 pm	1 employee
City Hall Annex	7,060	Monday-Friday	5pm –11 pm	1 employee
Coral Gables House	5,069	Tuesday &Friday	9am – 1 pm	1 employee
Central Police/Fire(a)	52,434	Monday-Friday	7am – 4 pm	2 employees
Central Police/Fire(b)		Saturday-Sunday	7am – 4 pm	1 employee
Central Police/Fire(c)		Monday-Friday	5pm – 10pm	1 employee
Police Annex/Radio Shop	2,760	Monday, Wednesday, Friday	8am – 10pm	1 employee
Granada Golf Clubhouse	2,370	Monday-Saturday	1pm – 5pm	1 employee
War Memorial Youth Center (a)	43,676	Monday-Saturday	6pm – 11pm	3 employees
War Memorial Youth Center (b)		Monday-Saturday	5pm – 11pm	1 employee
War Memorial Youth Center (c)		Monday-Saturday	2pm – 5pm	1 employee (porter service)
Maintenance & Storage Facility (a)	69,061	Monday-Friday	7:30am-4pm	2 employees
Maintenance & Storage Facility (b)		Monday-Friday	6:30am- 12:30pm	1 employee
Maintenance & Storage Facility (c)		Monday-Friday	5pm –10pm	2 employees
Maintenance and Storage Facility - NOTE: Degrease and scrub automotive bays once per week				
Salvadore Park Tennis Center	1,100	Monday, Wednesday, Friday	1:30pm – 3:30pm	1 employee
Phillips Park	900	Monday, Wednesday, Friday	12:30pm – 1:30pm	1 employee
Biltmore Tennis Center	2,371	Monday, Wednesday, Friday	1pm –3pm	1 employee
Coral Gables Museum	To Be Determined			
Trolley Depot		Monday, Wednesday, Friday	10am- 11:30am	1 employee

II. Seasonal Schedule:

FACILITY	SQ. FT.	DAYS	HOURS	STAFF REQUIREMENTS
City Hall (Farmer's Market) January – March		Saturday	8am –1 pm	1 employee (porter service)
Venetian Pool (a) Memorial Day – August	8,342	Monday-Friday	12pm –8 pm	1 employee
Venetian Pool (b) Memorial Day – August		Saturday-Sunday	12am –5 pm	1 employee

NOTE: the above schedules may vary per facility, as deemed necessary by the Owner.

- 2.18 COMPLIANCE AND QUALITY ASSURANCE:** It is the intent of the OWNER to assure that all of the Public Facilities serviced are maintained at all times in a clean fashion. It is also the intent of the OWNER to be assured that the COMPANY fully complies with all aspects of the contract. To insure that the compliance is consistent, the following procedure shall be established and adhered to, in order to provide a comprehensive quality assurance procedure.

1. **Daily Logs:** The COMPANY shall provide daily logs at each of the facilities, for use by the COMPANY's employees. This log shall consist of every task that is performed within that facility. Each task shall be listed individually. Next to each task will be an indication of whether the task is to be performed daily, twice weekly, weekly, monthly, etc. Next to the schedule of the task performed, shall be a line for the employee's initials that shall verify that the task had been performed according to the schedule. At the bottom of this form shall be a place for signature for the COMPANY's Supervisor who has, by inspection, verified that the task had been completed. These logs are to be maintained in a book, located within the facility, and shall be utilized by the Supervisor for verification that the work has been completed according to schedule.
2. **Weekly Review Meeting:** Each week the Supervisor from the COMPANY, shall meet with the OWNER'S designated representative, for a weekly meeting to review the log sheets, as well as any complaints that may have been received, resulting from OWNER'S inspections; or any additional work requests that may become necessary, or that the OWNER may wish to have the COMPANY accomplish. During this meeting, the OWNER'S representative will initial the log reports, copy them, and file them.
3. **Guaranteed Response:** The COMPANY shall guarantee the OWNER a response to a request that may be considered an emergency or non-emergency, the emergency shall be responded to within 24 hours and non-emergency request within 48 hours. Special requests for additional work shall be responded to as per agreed schedule.
4. **Contact List:** The COMPANY shall provide the OWNER a contact list with all the proper telephone numbers, as well as paging or beeper numbers for Supervisory personnel, as well as the primary designated representative having full authority that represents the COMPANY. All call-ins for either emergency response or special requests will be logged by the Owner, the COMPANY will guarantee the response times as previously indicated and the OWNER will log the time and date the call was placed to the COMPANY for response verification. The OWNER will provide the CONTRACTOR with names and contact number of authorized persons that may request same.
5. **Monthly Inspections:** A joint inspection made by both the OWNER'S designated representative and the COMPANY 's designated representative will be conducted each month in that all facilities will be toured, and inspected for compliance and quality assurance.
6. **OWNER'S Complaint Form:** The OWNER will provide all departments with complaint forms which the department may use to submit complaints or special requests for additional services to the OWNER'S representative. These forms will be kept on file and may be reviewed by the COMPANY's representative or supervisor and will also be utilized in weekly meeting reviews.
7. **Quality Assurance Surveys:** On a random basis, the OWNER will conduct a written survey of all the departments, evaluating the performance of the COMPANY. These written responses will be kept on file and made available to the COMPANY's representative for review. It should be noted that if more than 50% of the survey responses are returned with unfavorable comments, in any one period, this may

be considered just cause for termination of the Contract.

8. **Facility Inspections:** The OWNER'S representative will make periodic facility inspections to assure compliance and quality assurance. The results of these inspections may be submitted in writing by a letter that will outline any negative results found on these inspections, which will need correction, in addition to the weekly review meetings, or direct notice to the COMPANY.
 9. **Non-Compliance Deductions:** Any items that would be considered non-compliance such as failure to perform task on schedule, failure to perform the task at all, not properly performing a task, or tasks performed do not meet acceptable quality standards, will be considered a noncompliance deduction. The non-compliance deduction will be deducted from the next invoice received. Noncompliance deductions as well as fines for violations of utility conservation or security procedures shall be so indicated on the invoice by the use of a stamp stating "Non-compliance". The date of non-compliance deduction will be written on the invoice, as well as the total amount. The COMPANY may inquire as to the specific nature of any non-compliance deductions, and it will be mutually discussed as whether the compliance is valid. The OWNER shall have final judgment in all cases of noncompliance deductions. Should the total dollar amount of non-compliance deductions exceed 15% of the monthly invoice total, this may be determined as just cause for termination of contract.
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- 2.19 **NON-SPECIFIC ITEM:** Any and all items not addressed by this document that require clarification by the proposing COMPANY may be addressed by the COMPANY giving the OWNER a list of such items.
 - 2.20 **PRICE VALIDITY:** All prices as quoted in the proposal must remain the same until the date of award of contract. All prices quoted shall remain the same throughout the term of the contract, once the contract is accepted. A minimum wage increase allowance may be considered since this contract has the potential of being five (5) year contract.
 - 2.21 **RELATIONSHIP:** Submitting a proposal in itself does not constitute any form of contractual agreement or arrangement between the OWNER and the COMPANY; however, any or all of the contents of the submitted proposal may be included or incorporated into a contract resulting from the decision to accept the proposal.
 - 2.22 **VENDOR LICENSE:** The COMPANY submitting the proposal must meet all licensing requirements pertaining to said work.
 - 2.23 **AUTHORITY:** The OWNER'S representative, having authority to make decisions as to work required, method of work, products used, or any other decision required for the performance of the contracted work, shall be the CITY of Coral Gables, Public Works Department.
 - 2.24 **CONTACT PERSONS:** The following names and positions shall be representatives of the OWNER:
 - a. Ernesto R. Pino, Assistant Public Works Director Tel: 305-460-5004
 - b. Dallas Brown, Facilities Maintenance Division Superintendent Tel: 305-460-5039
 - 2.25 **PRE-SITE INSPECTIONS:** The COMPANY offering a proposal must inspect all the facility sites prior to submitting a proposal. Arrangements for site inspections shall be made by contacting the CITY of Coral Gables, Public Works Department, Maintenance Division. Site inspections will be by appointment only. Site inspections are mandatory.

All proposals must be submitted to the CITY of Coral Gables Procurement Division. For information concerning submittal of proposal requirements, contact the CITY of Coral Gables Procurement Division at 2800 SW 72nd Avenue, Miami, Florida.
 - 2.26 **LOCATIONS:** The following locations are the facility sites that must be included in the proposal:
 - a. City Hall, 405 Biltmore Way
 - b. City Hall Annex, 427 Biltmore Way
 - c. Coral Gables House, 907 Coral Way
 - d. Central Police/Fire Station, 2801 Salzedo Street
 - e. Central Police Annex/Radio Shop, 2800 SW 72nd Avenue
 - f. Granada Clubhouse, Granada Golf Course, 2001 Granada Boulevard

- g. War Memorial Youth Center, 405 University Drive
- h. Maintenance & Storage Facility, 2800 SW 72nd Avenue
- i. Salvadore Park Tennis Center, 1120 Anastasia Avenue
- j. Phillips Park, 90 Menores Avenue
- k. Biltmore Tennis Center, 1150 Anastasia Avenue
- l. Coral Gables Museum, 285 Aragon Avenue (to be determined)
- m. Trolley Depot, 4133 LeJeune Road
- n. Additional facilities may be added at Owner's request, all cost for any added facilities will be at the same rate as per this contract.

2.27 SECURITY:

1. General:

- a. Except during normal duty hour operations, all entrances to CITY buildings shall be locked while Contractor's employees are in the buildings. These doors must be attended to at all times when opened for removal of trash.
- b. Any and all interior doors unlocked by Contractor's employees for cleaning purposes shall be re-locked after completion of services. All interior doors shall be closed unless otherwise indicated by special instructions.
- c. Failure to secure any interior or exterior door may result in the deduction from the invoice, of an amount of \$25.00 per each occurrence.

2. Key Control:

- a. The CONTRACTOR shall establish and implement methods of ensuring that all keys issued by the OWNER are not lost or misplaced, and are not released to unauthorized persons. No key issued by the OWNER shall be duplicated by the Contractor or by any of his designated representatives for any purposes whatsoever.
- b. Keys shall be only issued to the site supervisor at each complex and/or building by signed receipt, and they shall not be further issued, except by prior approval of supervisory persons designated to act for the Contractor. All keys shall be carried by the site supervisor and shall be transferred hand to hand by signed receipt or appropriate security guard log entries.
- c. The Contractor shall report the lost keys to the Maintenance Division Superintendent no later than the beginning of the next day.
- d. The Contractor shall be charged cost plus labor for having any lost key duplicated. If in the opinion of the Director of Public Works or his designated representative, a change of locks is warranted as a result of the loss of keys, the Contractor shall be required to defray the cost of having any applicable locks changed and/or re-keying the locks, which will be deducted from the monthly payments due the Contractor.

3. Security I.D. Badges and Access Control:

Certain facilities require the use of Identification Badges issued by the Police Department. These are security badges that allow access through doors that are locked by the Facility Security System. The Police Department will issue these badges to the Contractor's employees. The City may conduct background investigations. Proposer's submission of Proposal constitutes acknowledgment and consent to such investigations. The employee will be required to furnish personal identification information in order to be issued a badge. The badge must be worn at all times when on any City owned property. Badges may not be shared. The Owner will provide the badges, which shall include the name of the company and the service provided. The Owner will determine the access provided by the I.D. Badge, if any. Loss of any Identification Badge must be reported immediately to the Public Works Department. The Owner will be charged \$10.00 for any lost stolen or damaged Identification Badges.

2.28 CONSERVATION OF UTILITIES:

1. The Contractor shall be responsible for instructing employees in the utilities conservation practices. The Contractor shall be responsible for operating under conditions, which preclude the waste of utilities, which include but not necessarily be limited to:
 - a. Lights shall be used only in areas where at the time the work is actually being performed.
 - b. Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by workers. The controls are not to be turned off by the Contractor in any facilities, unless otherwise indicated by the Owner.
 - c. Water faucets or valves shall be turned off after the required usage has been accomplished.
2. Failure to conserve utilities as outlined may result in deduction from the invoice of \$25.00 per each occurrence.

2.29 CODES/REGULATIONS/PERMITS: Contractor shall obtain and pay for all licenses, permits, and inspections fees required for providing said work. Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated within the proposal. The COMPANY is presumed to be familiar with all State and Local laws, ordinances, code, rules and regulations that may in any way affect the proposed work. Ignorance on the part of the COMPANY will in no way relieve the COMPANY from any responsibilities or liabilities.

2.30 INVOICING/PAYMENT FOR SERVICE: The COMPANY shall invoice the OWNER for services rendered on a monthly basis, following the month the services were performed. Each facility must be separately invoiced. Each additional work request that is in addition to normally scheduled work under the contract must be separately invoiced. Each invoice shall contain the following information:

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

The invoices shall be sent to the Public Works Department, where they will be reviewed, and any non-compliance deductions will be made on the invoice, then the invoice will be forwarded to the Accounting Division for payment. Any questions or disputes concerning the invoices should be directed first to the Public Works Department, to be resolved, or to the Finance Department when questioning or receiving payments for invoices submitted.

2.31 ADDITIONAL WORK, SPECIAL REQUESTS: The Owner may request special services that extend outside the scope of work for this contract. This may include but not be limited to, special event preparation and cleaning such as parades or holiday events. Other work may include moving furniture, debris removal or other manual labor as needed. The contractor shall pre-estimate the cost of the requested work based on the time and material rates of this contract. The contractor shall be issued a work order for this request. The work order will authorize the contractor to perform the work. The contractor shall invoice the owner separately for additional requested work. The invoice will include all required billing information and in addition the work order number authorizing the work. The invoice must include the actual hours and material billed as well as a description of work performed.

2.32 PRICE QUOTES: The COMPANY submitting proposals shall submit the proposal with the following items:

1. Standard Contract Pricing – This will include the total bid price for providing services for the facilities, each facility to be individually quoted, as per the Routine Schedule in Section 2.17.
2. Seasonal Rates – This will include seasonal prices for (2) two facilities as per the Seasonal Schedule in Section 2.17.

3. Special Request – This should be proposed hourly rates for employees for providing special requested services outside of this service contract.
4. Square Foot Rate – Carpet Shampoo – Proposed price of shampooing and cleaning carpeted areas shall be based on a square foot rate.
5. Square Foot Rate for Refinished Areas – Stripping and refinish floor areas shall be quoted at a square foot rate.
6. Square Foot Pressure Cleaning – Pressure cleaning surfaces such as parking garages, sidewalks, or other masonry areas should be quoted on a square foot rate.
7. Labor Only Rate – For manual labor only, outside of the standard janitorial tasks.

Additional Facilities – Should the OWNER elect to add facilities to the contract, to have custodial services provided, that are not on the original contract, the OWNER may do so by requesting the services of the COMPANY for the specific facility. The OWNER shall notify the COMPANY of the intent to request services in writing. The COMPANY may provide the OWNER with these additional services by providing an Addendum to the contract.

This Addendum shall be established by letter of agreement between the OWNER and the COMPANY. The price of additional services shall be based on the same rate as the standard services provided under this contract. The Maintenance Division through a work order issued must approve extra work.

Should the facility require special services, these may be price based on previous quotes on square footage rates or hourly rates, together with standard rates based on the existing contract. Under no circumstances shall the price of the additional facility services exceed the rate of services provided under the standard contract agreement.

2.33 SUBMITTING PROPOSAL: The COMPANY submitting the proposal shall do so under the following conditions:

Each section of the proposal shall be reviewed and so indicted by the COMPANY as to complying with or not complying with all the terms of each Section.

The proposal shall include the following:

1. Total price of contract agreement.
2. Individual prices of each facility.
3. All special requests and square footage rate prices individually listed.
4. Product pricing, product name, product description.

The COMPANY shall also indicate (per each Section of the proposal), if the Company will meet, not meet, or exceed the requirements listed.

2.34 COMPENSATION:

1. All payments shall be made on a monthly basis for services rendered for said month as invoiced. The City shall make no advance payments of any kind.
2. All invoices must clearly indicate the services provided, the site location of the services provided, the dates the services were provided, hours worked, the amount of the invoice, and the number of persons who performed the work.
3. Each facility shall be independently and separately invoiced.
4. Payments for any additional requested items, or special requested items that may be extra or in addition to contracted work, must be invoiced separately with all of the pertinent, required information included.

2.35 TERMINATION OF CONTRACT:

1. Either party may terminate the contract by giving thirty (30) calendar days written notice to the other party.

2. The OWNER reserves the right to terminate immediately this contract, should the COMPANY violate the terms and conditions of the contract without correction within 48 hours of notification of violation.
3. The OWNER reserves the right to terminate this contract should the COMPANY be found guilty for violating any laws, or conducting any business that may be deemed illegal or improper or not within the realm of standard business practices.

2.36 PHYSICAL DAMAGES: Any and all damages to any facility or the contents of both interior and exterior of all facilities that is caused by the Company's employees shall be liable to the COMPANY. The Public Works Department shall inform the COMPANY of the cost for repair or replacement of any damaged items. This notification will be done through letter with the cost billed to the COMPANY, clearly outlined. The COMPANY's employees are required to immediately report any damages to the Public Works Department, or the OWNER'S designated representatives.

2.37 USE OF ELECTRICAL UTILITY: The COMPANY's employees may use the electrical services for the running of vacuum cleaners and other electrical equipment. It shall be noted that should any electrical item, (such as calculators) be unplugged, so that the employee may use the outlet, the employee must re-plug in the equipment. Under no circumstances shall an employee, at any time, unplug any computer, or computer equipment. Outlets that are orange in color, that have equipment plugged into them, may never be unplugged at any time. In some facilities there are electrical switches for lights, which are automatic light switches. These do not appear as normal light switches, as they are usually a box with a sensor on it, and a switch in the middle.

These light switches are not to be turned on or off, as it is intended that the lights will come on automatically by sensing someone entering the room. The OWNER will point out these devices to the proposing COMPANY if requested to do so during the pre-proposal site inspections.

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

2.38 HOLIDAYS: The COMPANY shall observe the Holidays that the OWNER (City) observes. Any changes on CITY observed Holidays will be provided by the Owner. No services will be required on Holidays. Should the Contractor do work on any of the City's Holidays, either as a Special Request or to complete a task that the COMPANY is responsible for, there shall be no additional money paid to the COMPANY for working on Holidays.

The holidays recognized by the Owner are as follows:

- | | |
|-----------------|------------------------|
| 1. January 1 | New Year's Day |
| 2. January | Martin Luther King Day |
| 3. January | Presidents Day |
| 4. May | Memorial Day |
| 5. July 4 | Independence Day |
| 6. September | Labor Day |
| 7. November | Veteran's Day |
| 8. November | Thanksgiving Day |
| 9. November | Day after Thanksgiving |
| 10. December 24 | Day before Christmas |
| 11. December 25 | Christmas Day |

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

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

The OWNER'S safety representative may inspect, from time to time, these items to assure that they are stored on site, and that they are being properly used when required.

Failure to use proper signage, shall be considered a noncompliance and shall have a fine levied against the COMPANY of five dollars (\$5.00) per each occurrence, for safety violations. Safety violation fines shall also be included at a rate of five-dollars (\$5.00) per occurrence for employees not properly attired or not using the proper safety equipment.

Accident Reports: Any accident or injury that occurs to an employee of the COMPANY, the COMPANY shall notify the Public Works Department immediately, or as soon as possible of the accident including all details of the accident. The OWNER will complete an Accident Report with the information provided by the employee, as well as the OWNER'S investigation of the accident. This report will be kept on file in the CITY'S Employee Relations Department, Insurance and Safety Division.

- 2.40 **LENGTH OF CONTRACT:** The contract shall remain in effect for an initial period of two (2) years with an option to renew for three (3) additional one (1) year periods.

Annual Renewal of Contract: This contract may be renewed for a maximum of three (3) renewals by mutual agreement between the OWNER and the COMPANY, provided there are no increases in the amount of the total contract price.

NOTE: This offering of invitation for bid and the offering of the proposal to bid itself, does not in any way constitute a contractual agreement between the CITY of Coral Gables and the COMPANY. However, the contents of the offered document as well as the contents of the proposed document may be used for details of the actual agreement between the COMPANY and the CITY of Coral Gables, by mutual agreement between both parties. The CITY of Coral Gables will not be liable for any expenses to the proposing COMPANY for any indebtedness resulting from preparing or offering a proposal.

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

- 2.42 **AUTHORITY:** The OWNER'S representative to make decisions in all cases shall be the Public Works Department, which shall include the Public Works Department Director and the designated representative. The primary contact for working with the OWNER shall be through the Maintenance Division of the Public Works Department. All routine communications and instructions will be through this Division. The Maintenance Superintendent will oversee the actual contract between the COMPANY and the CITY of Coral Gables, and will be the authorized designated representative of the Public Works Department. A list of names and contact phone numbers will be provided to the COMPANY after the award of contract.

- 2.43 **ADDENDUMS:** The OWNER may make adjustments to the contract in the way of modifications, additions, deletions, clarifications, or changing any of the established procedures, by the use of Addendums. All Addendums will be made in writing to the COMPANY. Included in this written notification will be the date that the Addendum will be effective.

- 2.44 **ALLOWANCES - RIGHTS OF OWNER:** The CITY of Coral Gables reserves the right to waive any formalities in any quote, and reserves the right to reject any or all quotes or proposals, with or without cause, or to accept any quote that is in the City's judgment will be in the best interest of the CITY of Coral Gables, whether or not the accepted proposal is the lowest bid.
- 2.45 **HISTORIC BUILDINGS:** Several of the facilities are Registered Historic Sites and special care and attention must be given to this fact. Any harsh or abrasive cleaning chemicals or procedures must be approved by the Architectural Division of Public Works as a method of cleaning. It should be noted that certain finishes of both the building interior and exteriors could be affected by harsh chemicals, any and all products to be used as well as methods of application, will be required to be submitted to the OWNER for approval for use on Historical Sites.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 3

Request for Proposal (RFP) No 2010.05.07

3.0: RFP GENERAL CONDITIONS

3.1. Acceptance/Rejection

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

3.2. Legal Requirements

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

3.3. Non-Appropriation of funds

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

3.4. Occupational License Requirements

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a Proposal response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

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

3.5. Minimum Qualification Requirements

The City of Coral Gables intends to procure items or service as specified herein from sources of supply that will give prompt, professional and convenient service of acceptable quality. Each Proposer shall complete the applicable Qualifications Statement and submit it with Proposal. Failure to submit statement and documents required thereunder may constitute grounds for rejection. The Proposer must have a proven record of successfully completing projects. The City reserves the right to make pre-Award inspections of the Proposer's facilities and/or equipment prior to Contract Award.

Proposals will be considered only from firms that meet the following criteria:

- (a) Firms that are regularly engaged in the business of providing these goods and/or services as described in the Request for Proposal "Scope of Services".
- (b) Firms that have a record of regular performance of similar scope and quality for a reasonable period of time as specified in the "Scope of Services".

- (c) Firms that have sufficient financial support, as specified in Special Conditions, equipment and organization to insure that the firm can satisfactorily execute the Contract under the terms and conditions stated herein.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices of the industry as determined by the proper authorities of the City of Coral Gables.

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

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

3.6. Public Entity Crimes

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

3.7. Resolution of Protests

Pursuant to Section 2-950 of the City of Coral Gables Code:

Notice of Intent: Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the formal solicitation of a contract or who intends to contest bid specifications or a bid solicitation may file a written notice of intent to file a protest with the City Clerk's office within three (3) calendar days prior to the date set for opening of bids or receipt of proposals.

Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder or an offeror who perceives itself aggrieved in connection with the recommended award of contract may file a written notice of intent to file a protest with the City Clerk's office within three (3) calendar days after notice of the city manager's written recommendation to the city commission for award of contract.

A notice of intent to file a protest is considered filed when received by the City Clerk's office.

Written Protest: A written protest based on any of the foregoing must be submitted to the City Clerk's office within five (5) calendar days after the date the notice of protest was filed. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission at the time of filing the protest shall be permitted in the consideration of the written protest. A written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

A written protest is considered filed when received by the City Clerk's office.

Filing Fee: The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$2,500.00, whichever is less.

Compliance with filing requirements: Failure of a party to timely file either the notice of intent to file a protest or the written protest, or submit the filing fee, with the City Clerk's office within the time provided above shall constitute a forfeiture of such party's right to file a protest. The protesting party shall not be entitled to seek redress before the City Commission or seek judicial relief without first having followed the procedure set forth in this section.

3.8. Review of Responses for Responsiveness

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP, is submitted in the format outlined in the RFP, is a timely submission, and has the appropriate signature as required on each document.

3.9. Collusion

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

3.10. Sub-Contractor(s)

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

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

3.11 Substitutions for Assigned Personnel

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

3.12. Public Records

Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 10 days after bid or proposal opening, whichever is earlier.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5121, Fax: 305-460-5116

SECTION 4

Request for Proposal (RFP) No 2010.06.04

4.0: INDEMNIFICATION, HOLD HARMLESS & INSURANCE REQUIREMENTS

4.1 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

To the fullest extent permitted by Laws and Regulations, the Respondent(s) who are awarded the bid shall indemnify and hold harmless the City and its consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and chares of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury and (b) is caused in whole or in part by any willful or negligent act or omission of Respondent, any subconsultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the City or any of its consultants, agents, or employees by any employee of Respondent, and subconsultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Respondent or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

4.2 INSURANCE REQUIREMENTS

4.2.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-1007, the Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of Human Resources Department for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

4.2.2 INSURER REQUIREMENTS

The Contractor and/or Vendor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

4.2.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

4.2.3.1 Professional Liability Insurance with a limit of liability no less than \$5,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services performed by the PROFESSIONAL or any person employed in connection with this Agreement. This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

4.2.3.2 Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

4.2.3.2.1 Workers' Compensation - Coverage A
Statutory Limits (State of Florida or Federal Act)

4.2.3.2.2 Employers' Liability - Coverage B
\$1,000,000 Limit - Each Accident
\$1,000,000 Limit - Disease each Employee
\$1,000,000 Limit - Disease Policy Limit

4.2.3.3 Commercial General Liability Insurance written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

4.2.3.3.1 Each Occurrence Limit - \$1,000,000

4.2.3.3.2 Fire Damage Limit (Damage to rented premises) - \$100,000

4.2.3.3.3 Personal & Advertising Injury Limit - \$1,000,000

4.2.3.3.4 General Aggregate Limit - \$2,000,000

4.2.3.3.5 Products & Completed Operations Aggregate Limit - \$2,000,000

4.2.3.4 Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

4.2.3.4.1 Combined Single Limit (Each Accident) - \$1,000,000

4.2.3.4.2 Any Auto (Symbol 1)

4.2.3.4.3 Hired Autos (Symbol 8)

4.2.3.4.4 Non-Owned Autos (Symbol 9)

4.2.3.5 Property Insurance is required only when the contractor is in the care, custody or control of City owned property. Coverage will be provided for loss or damage by fire, lightning, windstorm and against loss or damage by all other risks (including transit) covered by the broadest Property Coverage Form commercially available,

including the expense of the removal of debris of such property as a result of damage by an insured peril. The insurance shall be written on a replacement cost basis, which is hereby defined as the cost of replacing the property insured without deduction for depreciation or wear and tear. Every attempt will be made to have coverage provided on an "Agreed Value" basis "Not subject to a Co-Insurance Clause" or the "Co-Insurance Clause" must be waived by endorsement and the limit of insurance must be for an amount equal to the total replacement cost of the property being insured. If the contract is related to construction, a Builders Risk policy and/or an Installation Floater may be required to meet the above requirements.

4.2.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

4.2.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

4.2.4.2 Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

4.2.4.3 Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

4.2.4.4 Property Insurance

As a minimum standard, the ISO (Insurance Services Office, Inc.) CP 0010 - Building and Personal Property Form along with the CP 1030 - Special Perils Coverage Form or their equivalents must be used.

4.2.5 REQUIRED ENDORSEMENTS

4.2.5.1 The following endorsements with City approved language

4.2.5.1.1 Additional insured status provided on a primary & non-contributory basis

4.2.5.1.2 Waiver of Subrogation

4.2.5.1.3 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
RISK MANAGEMENT DIVISION
2801 SALZEDO STREET, SECOND FLOOR
CORAL GABLES, FL 33134

4.2.5.2 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

4.2.5.3 The City of Coral Gables shall be named as a Loss Payee and Additional Insured on all Property and/or Inland Marine Policies as their interest may appear.

4.2.6 HOW TO EVIDENCE COVERAGE TO THE CITY

4.2.6.1 The following documents must be provided to the City;

4.2.6.1.1 A Certificate of Insurance containing the following information:

- 4.2.6.1.1.1** Issued to entity contracting with the City
- 4.2.6.1.1.2** Evidencing the appropriate Coverage
- 4.2.6.1.1.3** Evidencing the required Limits of Liability required
- 4.2.6.1.1.4** Evidencing that coverage is currently in force
- 4.2.6.1.1.5** Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

4.2.6.1.2 A copy of each endorsement that is required by the City

4.2.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf

4.2.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

4.2.6.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

4.2.7 WAIVER OF INSURANCE REQUIREMENTS

Should a Respondent not be able to comply with any insurance requirement, for any reason, the respondent must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

Respondents are encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5121, Fax: 305-460-5116

SECTION 5

Request for Proposal (RFP) No 2010.06.04

5.0: EVALUATION / SELECTION PROCESS

5.1. Evaluation Procedures

- (a) The Chief Procurement Officer or designee(s) shall review all Proposals submitted and evaluate each Proposal. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this RFP. The Chief Procurement Officer or designee(s) will also evaluate the Proposer(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, emergencies, cost of services, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.
- (b) The City of Coral Gables personnel may inspect other facilities to verify whether the Proposer possesses adequate equipment, repair facilities and personnel to satisfy the requirements of the Proposal. The City of Coral Gables shall be the sole judge in determining Proposer qualifications.
- (c) As part of the evaluation process, the City may conduct background investigations of Proposer, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department FDLE. Proposer submission of Proposal constitutes acknowledgement of the process and consent to such investigation.

5.2. Method of Selection/Selection Criteria

After Proposals are opened in the Procurement Division Office, proposals will be evaluated and one or more of the Proposers deemed responsible and responsive may be granted an interview with a selection committee. Upon the completion of the review and interviews, if any, the Chief Procurement Officer or designee(s) shall make a recommendation to the City Manager for City Commission approval.

Upon approval of the City Commission, when applicable, a Contract shall be awarded to one or more proposer deemed the most responsible, responsive Proposer meeting all specifications, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the City will strictly enforce all the Provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Contractor shall not be permitted rate increases as a result of a low Proposal. Non-performance shall result in cancellation of the contract with the Proposer.

5.3. Evaluation Criteria

The following criteria and assigned weights (points) will be used to evaluate the proposal:

Category		Points
<i>Evaluation Committee – Part I</i>		
1	<i>Contractors Qualifications, see below 5.4 (a)</i>	10
2	<i>Contractor's Resources, see below 5.4 (b)</i>	15
3	<i>Contractors Ability to Perform, see below 5.4 (c)</i>	15
4	<i>Contractors References, see below 5.4 (d)</i>	15
5	<i>Past Performance, see below 5.4 (e)</i>	15
<i>Finance Department / Procurement Division – Part II</i>		
6	<i>Contractors Price, see below 5.4 (f)</i> <i>Please submit your proposal pricing schedule in a separate sealed envelope.</i>	30

The City and the successful Proposer shall execute a contract ("agreement") within thirty (30) days after Notification of Award. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFP through action taken by the City Commission at a duly authorized meeting. If the Proposer first awarded the Contract fails to enter into the contract as herein provided, the award may be declared null and void, and the Contract awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the City.

5.4 Proposal Evaluation Criteria

Evaluation Committee – Part I

a. Contractor's Qualifications

- Provide narrative describing company's history and background.
- Include an organizational chart and licenses.

b. Contractor's Resources

- Provide list of all company owned equipment.
- Provide description of labor force.

c. Contractors Ability to Perform

- Provide verifiable experience in each area or type of services listed in the scope of services.

d. Contractors References

- Provide a minimum of three (3) references, preferably contracts with other municipalities.

e. Past Performance

- Provide a minimum of three (3) recommendation letters, preferably from other municipalities.

Procurement Division – Part II

f. Contractor's Price

- Proposal Pricing Schedule shall be submitted in a separate sealed envelope.
- Pricing will be evaluated by the Finance Department, Procurement Division.
- Pricing will be evaluated based on an average point system;
 - i. Proposer with the lowest total price automatically receives the maximum amount of points (30)
 - ii. Other qualified proposers will be awarded points accordingly after averaging the total price. See sample formula below...

Vendor A	Lowest Price	Max = 30 points
Vendor B	2 nd Lowest Price	$A / B = X\%$ (X% of 30 points awarded)
Vendor C	3 rd Lowest Price	$A / C = X\%$ (X% of 30 points awarded)
Vendor D	4 th Lowest Price	$A / D = X\%$ (X% of 30 points awarded)
Vendor E	5 th Lowest Price	$A / E = X\%$ (X% of 30 points awarded)
and so on for the next lowest prices, follow the same formula...		

- iii. Proposers not submitting pricing schedule in a separate sealed envelopes shall be disqualified and their proposals will be rejected.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 6

Request for Proposal (RFP) No 2010.06.04

6.0: RFP RESPONSE FORMS

SUBMITTED TO:

City of Coral Gables
Office of the Chief Procurement Officer
2800 SW 72 Avenue
Miami, Florida 33155

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the Other terms and conditions of the proposal and Contract Documents.
2. Proposer accepts and hereby incorporates by reference in this Proposal Response Form all of the terms and conditions of the Request for Proposal.
3. Proposer proposes to furnish all labor, services and supervision for the work described in this Request for Proposal.
4. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal:

Addendum No. 1 Date July 8, 2010 Initials JMH

Addendum No. 2 Date July 22, 2010 Initials JMH

Addendum No. 3 Date July 22, 2010 Initials JMH

No addendum was received _____ Date _____ Initials _____

5. Proposer accepts the provisions of the Contract as to penalties in the event of failure to provide services as indicated.

6. Proposers correct legal name: VISTA Building Maintenance Services, Inc.

Address: 8200 Coral Way

City/State/Zip: Miami, FL 33155

Telephone No./Fax No.: 305-552-1973, fax 305-552-6532

Social Security or Federal I.D. No.: 59-2106510

Officer signing Proposals: James M. Haley Title: President

STATEMENT OF NO BID

NOTE: If you do not intend to submit a Response on this commodity or service, please return this form in the bid envelope on or before bid opening. Failure to submit a response after three (3) times without a sufficient justification of "No Bid" will be cause for removal from the vendor/bidder's list.

City of Coral Gables
Procurement Division
2800 S.W. 72nd Avenue
Miami, FL 33155

We, the undersigned, have declined to submit a bid on your **RFP 2010.06.04 – Janitorial Services and Product Citywide.**

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Invitation for Bid.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet specifications.
- ☐ We are unable to meet bond requirements.
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet insurance requirements.
- ☐ Remove us from your bidders' list for this commodity or service.
- ☐ Other (specify below).

Remarks: _____

We understand that if this statement is not completed and returned, our company may be deleted from the City of Coral Gables bidders' list for this commodity or service.

Company Name: _____

Signature: _____

Title: _____

Telephone: _____

Date: _____

PROPOSAL RESPONSE FORM

The following documentation shall be included as a minimum in the original Proposal and five (5) identical copies submitted to the City. **Each proposal must contain the following below. Failure to provide all requested documentation may deem the proposal non-responsive.** Proposers should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if any. Failure to follow these instructions may be considered grounds for excluding a proposal from further consideration.

1. PROPOSAL

Proposer shall submit a Proposal expressing its interest in providing the services described herein. To receive consideration, this request for Proposal must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response form completely filled out. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Response form. Failure to do so may deem your Proposal non-responsive. Additional information shall be attached behind this form, carefully cross-referencing each item number and/or letter.

2. PROPOSER'S STAFF QUALIFICATIONS AND QUALIFICATIONS IN THIS TYPE OF WORK

Provide a Summary of staff qualifications, qualifications and experience in the work to be performed.

3. EXPERIENCE OF A SIMILAR NATURE

History of Proposer and similar work performed for other organization(s), and indicate if the City has awarded the firm any contracts in the past.

4. PROPOSER'S APPROACH AND MANAGEMENT PLAN

Describe the firm's organization history and structure and indicate if the City has awarded the firm any contracts in the past. Provide a list of all principals, owners or directors. Indicate the location of the principal office of the Proposer and the location of the local office, if applicable.

5. COST OF SERVICE

Provide price for services in the following pages.

6. QUALITY OF PRODUCTS AND PRICES

Provide manufacture brand and product description sheet if other than what products are specified. The vendor must provide a list of products they will be using, and how company is planning to store such products. The City of Coral Gables may ask for samples of such products for approval.



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 7

Request for Proposal (RFP) No 201.06.04

7.0: PROPOSAL PRICING SCHEDULE

7.1 PROPOSAL PRICING SCHEDULE FORM

Failure to provide all requested documentation in a sealed envelope may deem the proposal non-responsive. Proposers should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if applicable. Failure to follow these instructions may be considered grounds for excluding a proposal from further consideration.

Proposer shall submit a Proposal expressing its interest in providing the services described herein. To receive consideration, this Request for Proposal must be submitted in its entirety, with all forms executed. Proposals must be typed or printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Pricing Schedule Form. Failure to submit this form in a separate sealed envelope may deem your Proposal non-responsive. Additional information shall be attached behind this form, carefully cross-referencing each item number and/or letter.

PROPOSERS NAME: VISTA Building Maintenance Services, Inc.

CONTACT NAME / TITLE: James M. Haley

SIGNATURE:  DATE: July 28, 2010

ADDRESS: 8200 Coral Way, Miami, FL 33155

TELEPHONE 305-552-1973 FACSIMILE 305-552-6532 EMAIL: vistabms@bellsouth.net

PROPOSAL PRICING SCHEDULE

PRICING PROPOSAL SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE

Failure to comply with this request shall deem your proposal null and void, and will be rejected.

See form attached...

STANDARD CONTRACT PRICING

For general accounting list each price separately for each Facility.

<u>Location</u>	<u>Price per month</u>	<u>Price per Year</u>
City Hall 405 Biltmore Way	\$	\$
City Hall Annex 427 Biltmore Way	\$	\$
Coral Gables House 907 Coral Way	\$	\$
Central Police / Fire Station 1 2801 / 2815 Salzedo Street	\$	\$
Central Police Annex / Radio Shop 2800 SW 72 nd Avenue	\$	\$
Granada Club House 2001 Granada Boulevard	\$	\$
War Memorial Youth Center 405 University Drive	\$	\$
Maintenance & Storage Facility 2800 SW 72 nd Avenue	\$	\$
Salvadore Park Tennis Center 1120 Anastasia Avenue	\$	\$
Phillip Park 90 Menores Avenue	\$	\$
Biltmore Tennis Center 1150 Anastasia Avenue	\$	\$
Coral Gables Museum 285 Aragon Avenue	\$	\$
Trolley Depot 4133 LeJeune Road	\$	\$
<u>Total for Routine Services</u>	\$	\$
<u>Location</u>	<u>Price per month</u>	<u>Price per Season</u>
City Hall (Farmers Market) 405 Biltmore Way	\$	\$
Venetian Pool 2701 DeSoto Boulevard	\$	\$
<u>Total for Seasonal Services</u>	\$	\$

NOTE: THE CITY OF CORAL GABLES RESERVES THE RIGHT NOT TO HAVE THE CONTRACTOR SUPPLY PRODUCTS FOR THE ABOVE LOCATIONS, IF IT IS IN THE BEST INTEREST OF THE CITY TO DO SO. IF THE CITY DECIDES NOT TO HAVE THE CONTRACTOR SUPPLY THESE PRODUCTS, THE CITY WILL PURCHASE THEM FROM A SOURCE OF THEIR OWN CHOOSING AND WILL SUPPLY THEM TO THE CONTRACTOR AT NO CHARGE.

SPECIAL REQUESTS

PRICING FOR SQUARE FOOTAGE ITEMS: (PLEASE REFER TO SECTION 2.32 PRICE QUOTES)

<u>Category</u>	<u>Price sq/ft</u>
Shampoo of Carpets	\$
Stripping & Refinish Floors	\$
High Pressure Cleaning	\$
Degreasing Concrete Floors	\$
Pricing for labor extras per person hourly rate	\$ / hr.

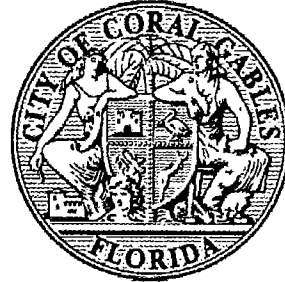
CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

City Commission

Don Slesnick II, Mayor
William H. Kerdyk, Jr., Vice Mayor
Maria Anderson, Commissioner
Rafael “Ralph” Cabrera, Commissioner
Wayne “Chip” Withers, Commissioner

City Administration

Patrick G. Salerno, City Manager
Elizabeth M. Hernandez, City Attorney
Walter Foeman, City Clerk



RFP No. 2010.06.04

**JANITORIAL SERVICES
AND PRODUCTS CITYWIDE**

PROCUREMENT/CONTRACT TEAM

2800 SW 72nd Avenue – Miami, FL 33155
Michael P. Pounds, Chief Procurement Officer
Joe V. Rodriguez, CPPB, FCCM, Contract Specialist
Margie Gomez, Contract Specialist

Joe V. Rodriguez, CPPB, FCCM, Contract Specialist Assigned to RFP
Telephone: 305-460-5121 / Facsimile: 305-460-5116
contracts@coralgables.com

JUNE 2010

ATTACHMENT “A” FORMS

Proposer shall prepare and submit these forms as part of its response, preferably signed in blue ink, one (1) original and five (5) copies.

CITY OF CORAL GABLES

PROPOSER QUALIFICATIONS STATEMENT

This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Proposer, along with the Proposal being submitted for the goods and/or services required by the City of Coral Gables. Do not leave any questions unanswered. When the question does not apply, write the word(s) "None" or "Not Applicable", as appropriate. Failure to complete this form, when applicable, may disqualify Proposal.

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

PROPOSERS NAME: VISTA BUILDING MAINTENANCE SERVICES, INC.

CONTACT NAME: James M. Haley

TITLE: President

ADDRESS: 8200 Coral Way, Miami, FL 33155

TELEPHONE 305-552-1973 FACSIMILE 305-552-6532

EMAIL: vistabms@bellsouth.net

FEDERAL EMPLOYER ID NO: _____

MARK ONE: CORPORATION X PARTNERSHIP _____ INDIVIDUAL _____ OTHER _____

List all current licenses held and provide copies

(a) STATE OF FLORIDA Division of Corporations # F38163

(b) MIAMI DADE COUNTY Occupational License # 075813

(c) CITY OF CORAL GABLES MUNICIPAL LICENSE _____

(d) OTHERS _____

1. State the true, exact, correct and complete name of the partnership, corporation, and trade of fictitious name in which business is transacted and the address of the place of business.

Proposers Name: VISTA BUILDING MAINTENANCE SERVICES, INC.

The address of the principal place of business is: _____

8200 Coral Way, Miami, FL 33155

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: July 17, 1981
- b. State of Incorporation: Florida
- c. President's: James M. Haley
- d. Vice President's: Regina Valentini
- e. Secretary: Maria J. Haley
- f. Treasurer: James M. Haley
- g. Name and address of Resident Agent: James M. Haley
- Telephone: 305-552-1973 Facsimile: 305-552-6532
- Email: vistabms@bellsouth.net

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:
- _____
- _____
- _____
- c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals and their titles:

5. Are any of the principals of this company employed by the City of Coral Gables? If so, please disclose their names below:

No principals are employed by the City of Coral Gables.

6. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statue. Not Applicable.

7. How many years has organization been in business under present business name?

VISTA has been in business for 33 years, since 1977.

- a. Under what other former names has organization operated?

None

8. Indicate registration, license numbers or certificate numbers for the business or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

Occupational License # 0758813-7, copy provided in Section 2 of this RFP.

F38163, Florida Department of State, Division of Corporations, copy provided in Section 2 of this RFP.

9. Have you personally inspected the site of the proposed work?

(Y) Yes (N) _____

10. Do you have a complete set of documents, including drawings and addenda?

(Y) Yes (N) _____

11. Did you attend the Pre-Proposal Conference if any such conference was held?

(Y) Yes (N) _____

12. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
(Please provide the name and contact information of the entity which was involved)

VISTA was established in June 1977 and has never failed
to complete any work awarded. VISTA contracts typically
extend to the maximum number of renewals. VISTA has never
defaulted on a contract and has had no bond claims whatsoever
in our 33 years of doing business.

- a Has any other entity held you in default of a contract? If so, which entity? Please provide
the name and number of the contact.

VISTA has never been in default of a contract.

VISTA has never been fined any amount on any contract
for any reason.

13. State the names, telephone numbers and last known addresses of three (3) owners, individuals or
representatives of owners with the most knowledge of work which you have performed or goods
you have provided. (Governments are preferred as references.)

Mr. Leo Gomez	101 West Flagler Street, Miami FL 33130	
<u>Miami-Dade County Public Library System</u>	<u>305-375-5051</u>	
(name)	(address)	(phone number)

Mr. JC Izquierdo	Number One Bob Hope Rd, Miami, FL 33136	
<u>Miami-Dade County Medical Examiner's Office</u>	<u>305-545-2441</u>	
(name)	(address)	(phone number)

Ms. Maria Corzo	6601 NW 72 Ave, Miami, FL 33166	
<u>Miami-Dade County Transit</u>	<u>305-889-6766</u>	
(name)	(address)	(phone number)

14. State the name of individual who will have personal supervision of the work:

Project Manager Name: James M. Haley

Title: President

Telephone: 305-552-1973 Facsimile: 305-552-6532

Email address: vistabms@bellsouth.net

Provide the following information regarding your Insurance Requirements:

- a. Name of Insurance Carrier: Travelers - General Liability
Technology Insurance - Workers Comp
- b. Type of Coverage: Travelers - General Liability
Technology Insurance - Workers Comp
- c. Limits of Liability: General Liability - \$1 million/\$2 million aggregate
Workers Comp - \$500,000.
- d. Coverage/Policy Dates: General Liability - 3/30/2010 - 3/2/2011
Workers Comp - 3/2/2010 - 3/2/2011
- e. Name of Insurance Agent(s): Frank Furman, Inc. 1314 East Atlantic Blvd.
Pompano Beach, FL 33061
- f. Agent(s) telephone including area code: 954-943-5050
15. Has your insurance coverage ever been cancelled for non-payment of insurance premiums?
No.
16. Has your insurance coverage ever been cancelled for any other reason? No.

If so, what was the reason? _____

17. **Experience Record:** List past and/or present contracts, work, and jobs, that PROPOSER has performed of a type similar to what is required by specifications of the City's Proposal:

FIRM NAME/ADDRESS	DATE OF JOB	DESCRIPTION OF JOB
City of Coral Gables 2800 SW 72 Ave	Jan 2005-present	Citywide Janitorial Services
City of Miami 400 NW 2nd Ave	Oct 2005-present	Citywide Janitorial Services
Miami International Airport Building 5A	Jan 2001-present	Zone 3 Cargo and Airport facilities
Miami Dade Transit 6601 NW 72 Ave	April 2006-present	MetroRail North Line, Metrobus and MetroMover Janitorial Svc.

18. State whether you or any officers of your company have been involved in any claims or litigation in the last five (5) years in any way relating to or arising from your gymnastics services business and provide detail as to the cause and outcome (judgments and settlements) of those claims or litigation, whether it is the present company, a predecessor or related company.

See pages at the end of Section 1

19. **References:** List references that may be contacted to ascertain experience and ability of Proposer. Provide a minimum of three (3) references including **COMPANY NAME, ADDRESS, CONTACT PERSON, TELEPHONE, FACSIMILE AND EMAIL ADDRESS:**

1. Maria Corzo, MD Transit 6601 NW 72 Ave, Miami, 33166
Phone# 305-889-6766, Fax# 305-884-7538, mecorzo@miamidade.gov
2. JC Izquierdo, MD Medical Examiner's Office, 1 Bob Hope Rd, Miami 33136
Phone# 305-545-2441, Fax# 305-325-0696, jcizq@miamidade.gov
3. Danny Gonzalez-Lauzan, City of Miami Police, 400 NW 2 Ave, Miami, 33128
Phone# 786-443-2226, Fax# 305-579-6446, e-mail address not available

20. Provide any additional information as to qualifications and/or experience, attach documentation to this form.

VISTA has successfully performed under this contract since January 2005. We have responded promptly to all requests and have maintained the City of Coral Gables Citywide facilities in good condition.

Signed: James M. Haley Title: President

Type Name: James M. Haley

Company: VISTA Building Maintenance Services, Inc. Date: 07/09, 2010

James M. Haley
Signature of Company Owner

STATE OF Florida

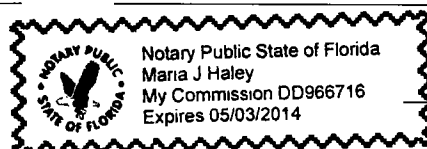
COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority James M. Haley
(Name of individual signing)

Who, after being sworn by me, affixed signature in the space provided above on this

9th date of July, 2010

Commission expires:



Maria J. Haley
Notary Public

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

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

1. This sworn statement is submitted to VISTA Building Maintenance Services, Inc.
[print name of the public entity]

by James M. Haley, President
[print individual's name and title]

for VISTA Building Maintenance Services, Inc.
[print name of entity submitting sworn statement]

Whose business address is:

8200 Coral Way, Miami, FL 33155

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2106510

If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____.)

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

services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.


6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

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

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

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

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


[signature]

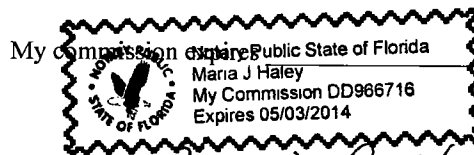
Sworn to and subscribed before me this 9th day of July, 2010.

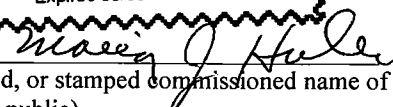
Personally known Personally Known

OR Produced identification _____

(Type of identification)

Notary Public - State of Florida




(Printed, typed, or stamped commissioned name of notary public)
Maria J. Haley

CONE OF SILENCE (Revised 11-17-2009)

Sec. 2-1059. Cone of silence; contracts for the provision of goods and services.

The requirements of section 2-11.1(t) ("Cone of Silence Ordinances") of the Code of Miami-Dade County, Florida, as amended, shall not be applicable to the City of Coral Gables.

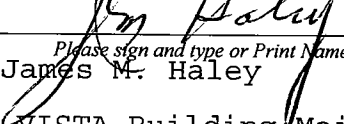
- (1) *Purpose and intent.* It is the intent of this article to prevent city commissioners, potential vendors, bidders, offerors or service providers from communicating with city department directors, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed on the request for proposals (RFP), request for qualifications (RFQ), or invitations for bids (IFB).
- (2) *Cone of silence* is defined to mean a prohibition on:
 - a. Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department directors, their staff, selection committee or evaluation committee members;
 - b. Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between the city commissioners and city department directors, the city departments' staff, selection committee or evaluation committee members.
- (3) *Applicability.*
 - a. The cone of silence shall be applicable only to contracts for the provision of supplies, services and construction for amounts greater than \$25,000.00.
 - b. The cone of silence shall not apply to:
 1. Informal bids as defined in the procurement code;
 2. Emergency purchases of supplies, services or construction;
 3. Duly noticed pre-bid or pre-proposal conferences;
 4. Duly noticed site visits;
 5. Sole source procurements;
 6. Bid waivers;
 7. Oral presentations during duly noticed meetings;
 8. Competitive negotiations;
 9. Public presentations made to the city commission during any duly noticed public meeting;
 10. Contract negotiations and electronic commerce;
 11. Inquiries by the city commissioners or third parties to the city manager or assistant city managers to determine responsibility or responsiveness of bidders/offerors regarding a particular solicitation, or with regard to the process;
 12. Written communications with the chief procurement officer or staff responsible for administering the procurement process for a particular solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation;
 13. Communications with the city attorney, **city manager or chief procurement officer**;
 14. Communications between a city commissioner, the city manager, assistant city managers, the city clerk and the city attorney;
 15. Communications between a city commissioner, the city manager, assistant city managers, the city clerk, the city attorney and potential offerors, vendors, service providers, lobbyists or consultants;

(4) *Procedure.*

- a. *Imposition.* A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) and any other solicitation when advertised. At the time of imposition of the cone of silence, the city manager shall provide public notice of the cone of silence and shall advise the affected department(s) in writing. The affected departments includes, but is not limited to, selection committee members, user departments, department directors, city attorney, city manager, assistant city manager(s), and the city commission.
- b. *Termination.* Except as otherwise provided herein, the cone of silence shall terminate at the time of the city manager's approval of the award, or the city manager's written recommendation to the city commission, as may be applicable, is received by the city clerk, or at such time that bids or proposals are rejected by the city commission or the city manager; provided, however, that if the commission refers the city manager's recommendation back to the city manager or staff for further review, the cone of silence shall be re-imposed until such time as the city manager's subsequent written recommendation is received by the city clerk.

- (5) *Penalties.* Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission. In addition to any other penalty provided by law, violation of any provision of this ordinance by a city employee shall subject said employee to disciplinary action up to and including dismissal. Any person who violates a provision of this ordinance shall be prohibited from serving on a city competitive selection or evaluation committee unless such appointment is approved by a four-fifths vote of the city commission. A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

Proposer must complete, sign, and enclose Cone of Silence document, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED:  TITLE: President
Please sign and type or Print Name:
James M. Haley

COMPANY: VISTA Building Maintenance DATE: July 9, 2010
Services, Inc.

CODE OF ETHICS AND CONFLICT OF INTEREST

Sec. 2-1055. Ethics

Any attempt by city employees to realize personal gain by conduct inconsistent with proper discharge of their duties is a breach of public trust. Any effort to influence any public employee to breach the standards of ethical conduct set forth in this division is also a breach of ethical standards. The provisions of city ordinances, county ordinances, and state statutes shall be strictly enforced to preserve the public trust.

Sec. 2-1056. Prohibition on transacting business with the city

No commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the board or committee of the City of Coral Gables on which that person serves, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violations of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal (1) the payment of taxes, special assessments or fees for services provided by the city government; (2) the purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time. This provision shall not apply to boards and committees which have been exempted by the city commission from the requirement of the city's ethic code.

(1) *Waiver of prohibition.* The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- a. An open-to-all sealed competitive proposal has been submitted by the offeror; or
- b. The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by an offeror defined above; or
- c. The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; or
- d. That the property or services to be involved in the proposed transaction are being offered to the city at a cost of no more than 80 percent of fair market value based on a certified appraisal paid for by the offeror; and
- e. That the proposed transaction will be in the best interest of the city. Such findings shall be spread on the minutes of the commission. This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

(2) *Provisions cumulative.* This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

Sec. 2-1057. Further prohibition on transacting business with the city

No commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city board or committee on which they serve, or with any person or agency acting for the city board or committee, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Waiver of this section may only be obtained by following the provisions of section 2-1056.

Additionally, no commission member shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any persons or entities which would be or might be directly or indirectly affected by any action of the city commission: (i) officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or (ii) stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the commission member in a manner distinct from the manner in which it would affect the public generally. Any commission member

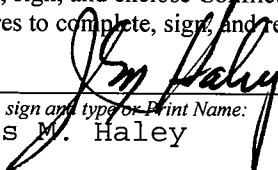
who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

Sec. 2-1058. Compulsory disclosure by employees of firms doing business with the city

Should any commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee be employed, by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the City within 15 days after the person has actual or constructive notice of the relationship.

Proposer must complete, sign, and enclose Conflict of Interest and Code of Ethics documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED:


Please sign and type or Print Name:
James M. Haley

TITLE: President

COMPANY: VISTA Building Maintenance
Services, Inc.

DATE: July 9, 2010

FORMAL SOLICITATIONS PROTEST PROCEDURES

Sec. 2-950. Resolution of protested solicitations and awards--Formal.

- (a) *Right to protest on solicitations.* The following procedures shall be used for resolution of protested solicitations.
- (b) *Protest of solicitation.* Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the formal solicitation of a contract or who intends to contest bid specifications or a bid solicitation may file a written notice of intent to file a protest with the city clerk's office within three calendar days prior to the date set for opening of bids or receipt of proposals. A notice of intent to file a protest is considered filed when received by the city clerk's office.
- (c) *Protest of award.* Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder or an offeror who perceives itself aggrieved in connection with the recommended award of contract may file a written notice of intent to file a protest with the city clerk's office within three calendar days after notice of the city manager's written recommendation to the city commission for award of contract. A notice of intent to file a protest is considered filed when received by the city clerk's office.
- (d) *Contents of protest.* A written protest based on any of the foregoing must be submitted to the city clerk's office within five calendar days after the date the notice of protest was filed. A written protest is considered filed when received by the city clerk's office. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (h) below. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission at the time of filing the protest shall be permitted in the consideration of the written protest.
- (e) *Computation of time.* No time will be added to the above time limits for service by mail. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday in which event the period shall run until the next day which is not a Saturday, Sunday or legal holiday.
- (f) *Challenges.* The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.
- (g) *Authority to resolve protests.* The chief procurement officer, after consultation with the city attorney, shall issue a written recommendation within ten calendar days after receipt of the written protest. Said recommendation shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. **On any protest on a contract for supplies and services not exceeding \$100,000.00 or a contract for construction not exceeding \$25,000.00 the city manager as authorized in Section 2-651 shall have sole authority to resolve in the best interests of the City. Otherwise, the city manager shall submit a recommendation to the city commission for approval or disapproval thereof.** A protest of an award of a contract by the city commission may be filed with the circuit court pursuant to the Florida Rules of Appellate Procedure.
- (h) *Stay of procurement during protests.* Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city manager or the city commission as provided in subsection (f) above, unless the city manager, after consultation with the head of the user department, the chief procurement officer, and the city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare and protect substantial interests of the city.
- (i) *Costs.* All costs accruing from a protest shall be assumed by the protestor.
- (j) *Filing fee.* The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$2,500.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the

administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor less any costs assessed under subsection (i) above.

- (k) *Compliance with filing requirements.* Failure of a party to timely file either the notice of intent to file a protest or the written protest, or submit the filing fee, with the city clerk's office within the time provided in subsections (a), (b) and/or (c), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek redress before the city commission or seek judicial relief without first having followed the procedure set forth in this section.

Proposer must complete, sign, and enclose Formal Solicitations Protest Procedures documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED: _____

Please sign and type or print name:

James M. Haley

TITLE: President

COMPANY: VISTA Building Maintenance
Services, Inc.

DATE: July 9, 2010

**CITY OF CORAL GABLES
AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to The City of Coral Gables
(print name of public entity)

by James M. Haley, President
(print individual's name and title)

for VISTA Building Maintenance Services, Inc.
(print name of entity submitting sworn statement)

whose business address is: 8200 Coral Way, Miami, FL 33155

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2106510
(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement:

_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

**CITY OF CORAL GABLES
AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Sworn to and subscribed before me this 9th day of July, 2010
James M. Haley

Personally known Personally Known

or produced identification:

[Type of Identification]

Notary Public, State of Florida



Maria J. Haley
[Printed, typed or stamped
commissioned name of
Notary Public]
Maria J. Haley

CERTIFIED RESOLUTION

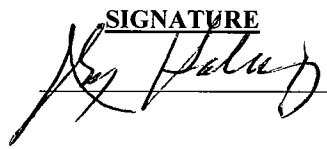
I, Maria J. Haley, duly elected Secretary of VISTA Building Maintenance Svc, Inc. a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of said corporation at a meeting held in accordance with law and the by-laws of said corporation.

IT IS HEREBY RESOLVED that James M. Haley (insert name), the duly elected President (insert title of officer) of Vista Building Maint. Svc. Inc. submit a Proposal and Bid Bond, if such bond is required, to the City of Coral Gables and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Proposal, Bid Bond and other such instruments signed shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Gables shall be fully protected in relying on such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>James M. Haley</u>	<u>President</u>	
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of said corporation this 16th day of July, 2010

(SEAL)

By: Maria J. Haley, Secretary
Maria J. Haley

VISTA Building Maintenance Services, Inc.
Name of Corporation


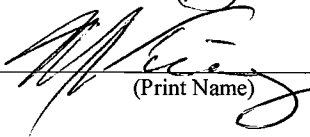
NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Gables that the person signing the Proposal and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

Signed, sealed and deliver in the presence of:

Marydelin Delgado
Witness

Muriel Dóne
Witness

By: 
(Signature)

(Print Name)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (904) 488-9000 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
 - _____ (a) Maintaining, defending, or settling any proceeding.
 - _____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - _____ (c) Maintaining bank accounts.
 - _____ (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - _____ (e) Selling through independent contractors.
 - _____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - _____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - _____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - _____ (i) Transacting business in interstate commerce.
 - _____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - _____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - _____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - _____ (m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorship or Self Employed

NOTE: This sheet **MUST** be enclosed with your Proposal if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

PROPOSER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OR PROPOSER

Offeror's Certification

WHEN OFFERER IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offerer hereto has executed this Proposal Form this ____ day of _____, 20 ____.

Print Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Print Name of Partner

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Registration

State of Florida

County of _____

On this ____ day of _____, 20 __, before me, the undersigned Notary Public of the State of Florida,
personally appeared _____ as whose name(s) is/are Subscribe
(Name(s) of individual(s) who appeared before notary)
to the within instrument, and he/she/they acknowledged that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

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

Personally known to me or
Produced identification:

(Type of Identification Produced)

DID take an oath, or **DID NOT** take an oath

Offeror's Certification

WHEN OFFERER IS A CORPORATION

IN WITNESS WHEREOF, the Offerer hereto has executed this Proposal Form this 9th day of July, 2010

VISTA Building Maintenance Services, Inc.
Print Name of Corporation

Florida

Print State of Incorporation

(CORPORATE SEAL)

By: James M. Haley

Signature of President/other Authorized Officer

James M. Haley, President

Print Name of President/other Authorized Officer

8200 Coral Way

Address of Corporation

Miami, FL 33155

City/State/Zip

305-552-1973

Business Telephone Number

ATTEST:

By: Maria J. Haley
Secretary
Maria J. Haley

On this 9th day of July, 2010, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledge by

James M. Haley, President

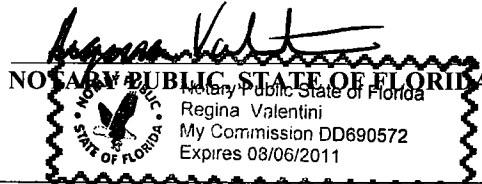
(Name of Corporate Officer(s) and Title(s))

of VISTA Building Maintenance Services, Inc., on behalf of the Corporation.

(Name of Corporation and State of Place of Incorporation)

WITNESS my hand
and official seal

NOTARY PUBLIC
SEAL OF OFFICE:



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

Personally known to me, or
Produced identification: Personally known

(Type of Identification Produced)

~~DID~~ take an oath, ~~or DID NOT take an oath~~

Offeror's Certification

**WHEN OFFERER IS A SOLE PROPRIETORSHIP OR
OPERATES UNDER A FICTITIOUS OR TRADE NAME**

IN WITNESS WHEREOF, the Offerer here to has executed this Proposal Form this ____ day of _____, 20 ____.

Print Name of Firm

By: _____
Signature of Owner

Witness

Print Name of Individual

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Florida

County of _____

On this ____ day of _____, 20 ____, before me, the undersigned Notary Public of the

State of Florida, personally appeared _____

(Name(s) of individuals(s) who appeared before notary)

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

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

**NOTARY PUBLIC
SEAL OF OFFICE:**

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

Personally known to me, or
Produced identification:

(Type of Identification Produced)

DID take an oath, or **DID NOT** did not take an oath

NON-COLLUSION AFFIDAVIT

State of Florida)

)ss.

County of Miami-Dade

James M. Haley being first duly sworn,
deposes
and says that:

- (1) Affiant is the owner _____,
(Owner, Partner, Officer, Representative or Agent) of
Vista Building Maintenance Services, Inc. the Proposer that has submitted the
attached Proposal; RFP # 2010.06.04, Janitorial Services & Products Citywide
- (2) Affiant is fully informed respecting the preparation and contents of the attached Proposal and of
all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor and of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, have in any way colluded, conspired,
connived or agreed, directly or indirectly, with any other Proposer or firm, or person to submit a
collusive or sham Proposal in connection with the work for which the attached Proposal has been
submitted; or to refrain from bidding in connection with such work; or have in any manner,
directly or indirectly, sought by agreement or collusion, or communication, or conference with
any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal price or
the Proposal price of any other Proposer, or to secure through any collusion, conspiracy,
connivance, or unlawful agreement any advantage against (Recipient), or any person interested in
the proposed work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other
of its agents, representatives, owners, employees or parties in interest, including this affiant.



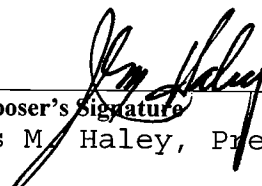
DRUG-FREE WORK PLACE FORM

VISTA Building
Maintenance
Services, Inc.
(Name of Business)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, Employee Assistance Programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee a copy of the statement specified in subsection (1) that are engaged in providing the commodities or contractual services that are proposed.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are proposed, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

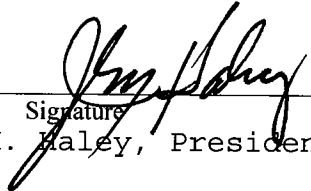
As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature
James M. Haley, President

July 9, 2010
Date

I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS QUALIFICATION STATEMENT ON BEHALF OF THE APPLICANT. THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE PROPOSAL, AND IF, AFTER TERMINATE THE AWARD AND/OR CONTRACT.

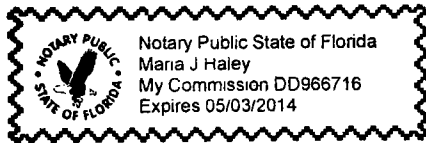


Signature
James M. Haley, President

State of Florida

County of Miami-Dade

On this the 9th day of July, 20 10, before me, the undersigned Notary Public of the State of Florida, personally appeared James M. Haley and whose name(s) is/are subscribes to
(Name(s) of individual(s) who appeared before notary)
the within instrument, and acknowledge it's execution.





NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

Personally known to me, or
Produced identification:

Personally Known
(Type of Identification Produced)

**CITY OF CORAL GABLES
LOBBYIST – ISSUE APPLICATION**

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

FOR THIS PURPOSE: To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

TIME PERIOD: During the time period of the entire decision-making process on an action, decision or recommendation which foreseeable will be heard or reviewed by the Commission, or a board or Committee.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.

Your Name: (Print)

LOBBYIST

Your Business Name: (Print)

Business Telephone Number:

Business Address:

Client you are representing on this issue:

Name of Client: (Print)

Client's Address:

Name of Corporation, Partnership, or Trust: (Print)

Names of all persons holding, directly or indirectly, a 5% or more ownership interest in the corporation, partnership, or trust: (Print)

ADDITIONAL CLIENTS: You are required to fill out an additional Application for each additional Client represented on this issue, and attach to this Application.

Date: _____

Signature of Lobbyist

Additional Client Application Attached: _____

**CITY OF CORAL GABLES
LOBBYIST
BIENNIAL REGISTRATION APPLICATION**

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

FOR THIS PURPOSE: To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

TIME PERIOD: During the time period of the entire decision-making process on an action, decision or recommendation which will be heard or reviewed by the Commission, or a board or Committee.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.

Name: (Print) _____
LOBBYIST

Business Name: (Print) _____

Business Telephone Number: _____

Business Address: _____

State the extent of any business or professional relationship with any current member of the City Commission.

PRINCIPALS REPRESENTED: List here all principals currently represented by you, including address and telephone number:

ANNUAL REPORT: On July 1st of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed without expenditures.

ISSUE FEE: You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on behalf of a specific issue and to fill out an Application stating under oath, your name, business address, the name of each principal employed by you to lobby, and the specific issue of which you wish to lobby.

NOTICE OF WITHDRAWAL: If you discontinue representing a particular client, a notice of withdrawal is required to be filed with the City Clerk.

BIENNIAL LOBBYIST REGISTRATION FEE: This Registration must be on file in the Office of the City Clerk prior to the filing of an Issue Application to lobby on a specific issue and the \$500.00 Biennial Lobbyist Registration Fee must be paid on or before October 1, 2000.

I _____ hereby swear or affirm under penalty of
(Print Name of Lobbyist)
perjury that I have read the provisions of Dade County Code Sec. 2-11.1(s)
governing Lobbying and that all of the facts contained in this Registration
Application are true and that I agree to pay the \$500.00 Biennial Lobbyist
Registration Fee on or before October 1, 2000 and on or before October 1,
of each even-numbered year thereafter, if I continue as an active Lobbyist in
the City of Coral Gables.

Signature of Lobbyist

STATE OF FLORIDA)
 }
COUNTY OF DADE)

BEFORE ME personally appeared _____ to me well known and known to me to be the
person described in and who executed the foregoing instrument, and acknowledged to and before me that _____
executed said instrument for the purposes therein expressed.

WITNESS my Hand and Official Seal this _____.

_____ Personally Known

_____ Produced ID

Notary Public
State of Florida

\$500.00 Fee Paid _____

Received By _____

\$500.00 Fee Waived for Not-for-Profit Organizations (documentary proof attached) _____

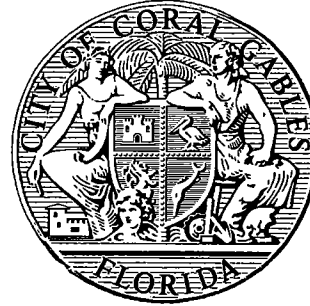
CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

City Commission

Don Slesnick II, Mayor
William H. Kerdyk, Jr., Vice Mayor
Maria Anderson, Commissioner
Rafael “Ralph” Cabrera, Commissioner
Wayne “Chip” Withers, Commissioner

City Administration

Patrick G. Salerno, City Manager
Elizabeth M. Hernandez, City Attorney
Walter Foeman, City Clerk



RFP No. 2010.06.04

**JANITORIAL SERVICES
AND PRODUCTS CITYWIDE**

PROCUREMENT/CONTRACT TEAM

2800 SW 72nd Avenue – Miami, FL 33155
Michael P. Pounds, Chief Procurement Officer
Joe V. Rodriguez, CPPB, FCCM, Contract Specialist
Margie Gomez, Contract Specialist

Joe V. Rodriguez, CPPB, FCCM, Contract Specialist Assigned to RFP
Telephone: 305-460-5121 / Facsimile: 305-460-5116
contracts@coralgables.com

JUNE 2010

**ATTACHMENT “B”
PROFESSIONAL SERVICE AGREEMENT**

The PSA Form below is the agreement the City of Coral Gables would ask the awarded proposer to sign, is shown here as a sample and your review. Please submit any questions or clarification needed on this PSA form during the questions and answer period.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, is made as of this ____ day of _____, 20____, between the City of Coral Gables (hereinafter called the "CITY"), and _____ (hereinafter called the "PROFESSIONAL").

RECITALS

WHEREAS, the CITY wishes to retain _____; and

WHEREAS, the CITY having investigated the qualifications of the PROFESSIONAL to perform the services herein contemplated and found those qualifications satisfactory; and

WHEREAS, the PROFESSIONAL having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the CITY in support of those expressed desires; and

WHEREAS, the PROFESSIONAL agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

WHEREAS, the City Commission has approved the selection of the PROFESSIONAL to perform such services, and the PROFESSIONAL agrees to accept this Agreement upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the CITY agrees to retain the PROFESSIONAL for a three (3) year period. However, this period may be extended at the sole discretion of the CITY for two (2) additional two (2) year periods. The PROFESSIONAL agrees to perform all _____ services in connection with the services described herein.

I. GENERAL PROVISIONS

1.1 **Engagement.** The CITY agrees to engage the PROFESSIONAL for a period specified in paragraph 1.2, and the PROFESSIONAL agrees to accept such engagement and to perform such services for the CITY upon the terms, and subject to the conditions forth herein.

1.2 **Agreement Period.** The terms of the Agreement (the "Professional Period") shall commence within thirty (30) days of the award of the bid titled (_____), on the ____ day of _____, 20____, and shall continue thereafter for a period of _____ (____) years or until terminated by the CITY upon 30 days written notice to the PROFESSIONAL, in accordance with the notice requirements contained in Section XII.

1.3 **Priority of Interpretation.** This document without exhibits is referred to as the "Base Agreement". In the event of any conflict of inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Master Agreement, and then to the exhibits according to the following priority:

- a) CITY Resolution and applicable Code provisions;
- b) CITY Request for Proposal (Exhibit "A");
- c) PROFESSIONAL'S Response to Request for Proposal (Exhibit "C");
- d) Scope of Service (Exhibit "B");
- e) Insurance Certificates, and related documents;
- f) PROFESSIONAL'S Exceptions to Terms and Conditions.

1.4 **Background Investigation.** The PROFESSIONAL agrees that all employees including the PROFESSIONAL may be subject to an annual background investigation.

1.5 **Polygraph Examination.** The PROFESSIONAL agrees to submit to polygraph examinations at the request of the Director or designee.

1.6 **Medical, Drug Screening and Check-ups.** All PROFESSIONALS, contractors, their employees, agents and subcontractors must satisfactorily complete the CITY'S pre-placement medical and drug screening examinations and be certified as drug free as well as abide by the CITY'S Drug Free Work Place Policy at PROFESSIONAL'S expense. The CITY may require that the PROFESSIONAL, contractor and/or their employees, agents and subcontractors performing services for the CITY submit to yearly medical examinations at PROFESSIONAL'S expense. The PROFESSIONAL, contractor and/or their employees, agents and subcontractors agree to submit to unannounced drug testing at the request of the Director or designee.

1.7 **Driver's License.** At CITY'S option, the contractor (PROFESSIONAL) must provide a valid Florida Driver's License or appropriate commercial driver's license for each employee, agent or subcontractor and be willing and able to operate any required vehicles as authorized by the CITY. Evidence of compliance with the Defensive Driving Course must be submitted to the CITY prior to operating a CITY vehicle or any vehicle where patrons or their children are passengers. Individuals must be approved by the Risk Management Division of the CITY prior to the operation of a CITY owned vehicle and/or privately owned vehicles while conducting CITY business. The CITY reserves the right to request the employee/agent's driving record from the State of Florida, at PROFESSIONAL'S (contractor's) expense.

1.8 **Confidential Information.** The PROFESSIONAL agrees that any information received by the PROFESSIONAL for the CITY and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations.

1.9 **Most Favored Public Entity.** PROFESSIONAL represents that the prices charged to CITY in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If PROFESSIONAL'S prices decline, or should PROFESSIONAL, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the CITY.

II. PROFESSIONAL SERVICES

2.1 **Basic Services.** During the Professional Period, the PROFESSIONAL will serve as a PROFESSIONAL to the CITY and shall assist the CITY as the Broker/Agent of Record, and shall perform and oversee those tasks outlined, including, but not limited to:

- a) Scope of Services (Exhibit "B");

b) PROFESSIONAL'S Response to Request for Proposal (Exhibit "C")

The PROFESSIONAL shall perform the services as specifically stated in the Scope of Services, which is attached hereto and incorporated herein as Exhibit A, and as may be specifically designated and authorized by the CITY.

2.2 **Authorizations.** Authorizations will be in the form of a Work Authorization. Each Work Authorization will set forth a specific Scope of Services, amount of compensation, a completion date, and shall be approved by the Human Resources Director.

2.3 **Reporting.** The PROFESSIONAL shall provide the necessary reporting requirements as outlined by the Director or designee for review. In addition, the PROFESSIONAL shall submit a monthly report to the Director or designee, which shall include detailed information regarding the activities of the PROFESSIONAL during the previous month.

2.4 **Availability of Professional.** The PROFESSIONAL shall make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the CITY'S emergency demands for continued, non-interrupted service.

III. COMPENSATION

3.1 **Basic Compensation.** In full consideration of the services of the PROFESSIONAL hereunder, the PROFESSIONAL shall be paid at an estimated rate of \$_____ annually, to be paid in \$_____ monthly increments. The CITY reserves the right to contract with the PROFESSIONAL for additional services. Any increase in the agreed upon amount shall be approved by the Director or designee, and shall be in accordance with applicable CITY and State regulations.

3.2 **Expenses.** As part of, and in addition to the basic compensation described in this Agreement, the CITY shall provide the PROFESSIONAL with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the Director or designee.

IV. INDEPENDENT CONTRACTOR AND PROFESSIONAL HOLD HARMLESS PROVISIONS

4.1 **Independent Contractor and Professional.** The PROFESSIONAL acknowledges entering into this Agreement as an independent Contractor and Professional, and that the PROFESSIONAL shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to PROFESSIONAL'S services, or those of employees of the PROFESSIONAL. The CITY shall not withhold from sums payable to the Professional, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The PROFESSIONAL, their employees or agents, will not be considered an employee of the CITY or entitled to participate in plans, distributions, arrangements or other benefits extended to the CITY employees.

4.2 **Agency/Third Party Beneficiary.** The PROFESSIONAL is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. Nothing herein shall imply or shall be deemed to imply an agency relationship between the CITY and PROFESSIONAL. The PROFESSIONAL has no authority to bind the CITY to any promise, debt, default, or undertaking of the PROFESSIONAL.

The PROFESSIONAL and the CITY agree that it is not intended that any provision of the Agreement establish a third party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

4.3 Indemnification and Hold Harmless. To the fullest extent permitted by Laws and Regulations, the PROFESSIONAL shall indemnify and hold harmless the CITY and its consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and chares of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury and (b) is caused in whole or in part by any willful, negligent, reckless or intentional act or omission of PROFESSIONAL, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

4.3.1 For any and all claims against the CITY or any of its consultants, agents, or employees by any employee of PROFESSIONAL, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for PROFESSIONAL or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

4.3.2 The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event PROFESSIONAL will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, PROFESSIONAL will reimburse the CITY at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the CITY to pay.
- d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from PROFESSIONAL or any other party, PROFESSIONAL will reimburse CITY \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, PROFESSIONAL will reimburse CITY on a per hour basis as follows:
 - For the Mayor or City Commissioner: \$300.00 per hour
 - For the City Manager: \$250.00 per hour

- For an Assistant City Manager or Department Director: \$250.00 per hour
 - For an Assistant Department Director: \$100.00 per hour
 - For City Attorney: Prevailing market rates
 - For other employees: \$ 50.00 per hour
- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

4.3.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

V. INSURANCE

5.1 Without limiting PROFESSIONAL'S indemnification of the CITY, and during the term of this Agreement, PROFESSIONAL shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the CITY and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the CITY. Certificates or other evidence of coverage shall be delivered to:

City of Coral Gables
Risk Management Division
2801 Salzedo Street, 2nd Floor
Coral Gables, Florida 33134

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall specifically identify this Agreement, and shall contain the express condition that the CITY is to be given written notice, by receipted deliver, at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy.

5.2 The PROFESSIONAL shall maintain during the terms of this Agreement, except as noted herein, the Insurance required under the Request for Proposal or as follows:

a. **Professional Liability Insurance** with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services performed by the PROFESSIONAL or any person employed in connection with this Agreement (as applicable). This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

b. **Comprehensive General Liability Insurance** with broad form endorsement or equivalent, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate. Said policy or policies shall name the CITY as an

additional insured on a primary and non-contributory basis and shall reflect the hold harmless provision contained herein.

c. **Worker's Compensation Insurance** covering ALL employees of PROFESSIONAL, in compliance with the requirements of Florida Statutes Section 440, and employer's liability insurance with limits not less than, \$1,000,000.

d. **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

e. **Other (or increased amounts of) Insurance** which CITY shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).

f. All policies shall contain waiver of subrogation against CITY where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance the CITY may have.

g. All of the above insurance is to be placed with insurance companies with an A.M. Best Key Rating Guide, latest edition, or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida. The PROFESSIONAL shall maintain coverage with equal or better rating as identified herein for the term of the contract.

h. The CITY shall be named as an additional insured on a primary and non-contributory basis under such policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the CITY. The CITY reserves the right to request a copy of required policies for review.

i. All insurance policies shall provide for thirty (30) days [ten (10) days for non-payment of premium] advance written notice to CITY prior to cancellation, non-renewal or material change.

j. The PROFESSIONAL shall furnish Certificates of Insurance to the Risk Management Division of the Human Resources Department, for review and approval, prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the CITY is named as an additional insured on a primary and non-contributory basis and that the PROFESSIONAL has obtained insurance in the type, amount and classification required for strict compliance with this Section and that no material change, cancellation or non-renewal of this insurance shall be effective without thirty (30) days [ten (10) days for non-payment of premium] advance written notice to the CITY.

k. The PROFESSIONAL shall furnish copies of insurance policies pertaining to this Agreement to the Risk Management Division of the Human Resources Department within ten (10) days of written request.

5.3 **Breach.** Failure on the part of the PROFESSIONAL to obtain and maintain all required insurance coverage is a material breach upon which the CITY may, in its sole discretion, immediately suspend PROFESSIONAL'S performance or terminate this Agreement (Termination for Default 13.1).

VI. STANDARD OF CARE

6.1 **Degree of Care.** The PROFESSIONAL shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable professional under similar circumstances, and the PROFESSIONAL shall, at no additional cost to the CITY, re-perform services which fail to satisfy the foregoing standard of care.

6.2 **Warranty.** The PROFESSIONAL warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

6.3 **Key Staff.** The parties acknowledge that PROFESSIONAL was selected by the City, in part, on the basis of the qualifications of particular staff identified in the PROFESSIONAL's response to the City's solicitation. The PROFESSIONAL shall ensure that this staff is available for work hereunder as long as the staff is in the PROFESSIONAL's employ.

6.4 **Suspension Procedures.** PROFESSIONAL may be suspended for any violation of the provisions of this Agreement, which in the sole discretion of the CITY may be cause for such suspension as follows:

- (a) 1st violation – up to 7 days
- (b) 2nd violation – up to 14 days
- (c) 3rd violation – City Manager may terminate this agreement.

VII. FEDERAL/STATE/LOCAL LAWS

7.1 **EEO and ADA.** The contractor (PROFESSIONAL) must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

7.2 **Discrimination.** It is understood that the PROFESSIONAL shall not discriminate against any employee in the performance or the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex, or disability.

7.3 **CITY Policy Regarding Conduct.** All contractors (PROFESSIONAL) their employees, agents and subcontractors must abide by the CITY'S policies regarding conduct. Discrimination, harassment, and/or violations of CITY policies will not be tolerated and are grounds for termination of the contract without harm to the CITY or its employees.

7.4 **Aliens.** PROFESSIONAL warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal statutes and regulations. PROFESSIONAL shall indemnify, defend, and hold harmless CITY, its officers and employees from and against any sanctions and any other liability which may be assessed against PROFESSIONAL or CITY in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

7.5 **Premises.** The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

VIII. CONFLICT OF INTEREST

8.1 The PROFESSIONAL represents that it has provided a list of all current clients subject to the jurisdiction of the CITY. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the CITY. The PROFESSIONAL agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the CITY. Upon request of the PROFESSIONAL, and full disclosure of the nature and extent of the proposed representation, the City Manager shall have the authority to authorize such representation during the term of this Agreement.

IX. CONFIDENTIALITY

9.1 No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the PROFESSIONAL under this Agreement shall be made available to any individual or organization by the PROFESSIONAL without prior written approval of the CITY.

X. OWNERSHIP OF DOCUMENTS

10.1 All right, title, and interest in and to all work performed under this Agreement, including without limitations all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by the PROFESSIONAL or sub-consultants, shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY; provided that any materials used by the PROFESSIONAL and any sub-consultants for which a patent or copyright protection has previously been secured by them shall remain the property of the PROFESSIONAL or sub-consultants.

10.2 The CITY shall have the right to visit the site for inspection of the work and the products the PROFESSIONAL at any time. The PROFESSIONAL shall be permitted to retain copies, including reproducible copies, solely for information and reference in connection with the CITY's use.

10.3 To the extent allowed by law, the PROFESSIONAL shall not divulge, furnish or make available to any third person, firm or organization, without the CITY's prior written consent, or unless incident to the proper performance of the PROFESSIONAL's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public concerning the services to be rendered by the PROFESSIONAL hereunder, and PROFESSIONAL shall require all of its employees, agents, subconsultants, and subcontractors to comply with the provisions of this paragraph.

XI. TRUTH-IN-NEGOTIATION CERTIFICATE

11.1 Execution of this Agreement by the PROFESSIONAL shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

11.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

XII. NOTICE

12.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or three (3) calendar days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notice as the City of Coral Gables shall be to:

City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

cc: City Attorney

Notice as to Professional shall be to:

XIII. TERMINATION

13.1 **Termination by City for default.** CITY may, by written notice to PROFESSIONAL, terminate the whole or any part of this Agreement if, in the judgment of the City Manager:

- a) PROFESSIONAL has materially breached any portion of this Agreement;
- b) PROFESSIONAL fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement;
- c) PROFESSIONAL has assigned or delegated its duties or subcontracted any performance of this Agreement without prior written consent by the CITY;
- d) Insolvency of PROFESSIONAL. PROFESSIONAL shall be deemed insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not PROFESSIONAL is insolvent within the meaning of such laws;
- e) There has been a filing of a voluntary or involuntary petition regarding PROFESSIONAL under the Federal Bankruptcy Code;
- f) There has been the appointment of a Receiver or Trustee for PROFESSIONAL;

- g) There has been an execution by PROFESSIONAL of a general assignment for the benefit of creditors;
- h) PROFESSIONAL fails to obtain or maintain insurance or bonding herein required.

13.1.1 **Return of Payments.** Upon the occurrence of a default hereunder, all payments, advances, or other compensation paid by the CITY to the PROFESSIONAL while the PROFESSIONAL was in default shall be immediately returned to the CITY.

13.1.2 **Expenses.** The PROFESSIONAL shall be liable to the CITY for all expenses incurred by the CITY in preparing and negotiating this Agreement, as well as all costs and expenses incurred by the CITY in the re-procurement of the services, including consequential and incidental damages.

13.1.3 **Obligations to City.** The PROFESSIONAL agrees that termination of this Agreement under this section shall not release the PROFESSIONAL from any obligation accruing prior to the effective date of termination.

13.1.4 **No default.** If, after CITY has given notice of termination under the provisions hereunder, it is determined by CITY that PROFESSIONAL was not in default under these provisions, or that the default was excusable under these provisions, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 13.2 (Termination for Convenience).

13.1.5 **Non-exclusive.** The rights and remedies of CITY provided in this Paragraph 13.1 are non-exclusive and cumulative.

13.2 **Termination for Convenience.** This Agreement may be terminated when such action is deemed by CITY to be in its best interest. Termination shall be effected by delivery to PROFESSIONAL of a notice of termination specifying the extent to which performance of Agreement is terminated and the date upon which such termination becomes effective, which shall be no less than ten (10) days after the notice is sent.

13.3 **Termination with or without cause.** This Agreement may be terminated by the CITY, with or without cause. Termination shall be effected by delivery to PROFESSIONAL of a thirty (30) day written notice of termination specifying the extent to which performance of the Agreement is terminated and the date upon which such termination becomes effective.

13.4 **Professional's responsibilities.** After receipt of a Termination Notice, and except as otherwise directed by the CITY, the PROFESSIONAL shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue to complete all parts of the work that have not been terminated.

13.5 **Payments for work performed.** After receipt of a notice of termination, PROFESSIONAL shall submit its termination claim and invoice to CITY, in the form and with any certifications as may be prescribed by CITY. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure by PROFESSIONAL to submit its termination claim and invoice within the time allowed, CITY

may determine on the basis of the information available to the CITY, the amount, if any, due to PROFESSIONAL in respect to the termination, and such determination shall be final. When such determination is made, CITY shall pay PROFESSIONAL the amount so determined. The PROFESSIONAL shall have no recourse or remedy from a termination made by the CITY except to retain the fees earned for the services that were performed in complete compliance with this Agreement as full and final settlement of any claim, action, demand, cost, or charge.

13.6 **Termination by Professional.** This Agreement may be terminated by the PROFESSIONAL upon sixty (60) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the PROFESSIONAL.

13.7 **Professional's warranty.** The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bone fide employee working solely for the PROFESSIONAL to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bone fide employee working solely for the PROFESSIONAL, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of this Agreement.

13.8 **Documents.** Upon termination of this Agreement, all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by the PROFESSIONAL or sub-consultants, whether finished or not, shall become CITY property. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by the PROFESSIONAL until all documentation is delivered to the CITY.

XIV. UNCONTROLLABLE FORCES

14.1 Neither the CITY nor PROFESSIONAL shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

XV. AUDITS

15.1 **Financial records.** The PROFESSIONAL shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. PROFESSIONAL shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. PROFESSIONAL shall also maintain accurate and complete employment and other records relating to its performance of this

Agreement. PROFESSIONAL agrees that CITY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by PROFESSIONAL and made available to the CITY during the terms of this Agreement and for a period of three (3) years thereafter unless CITY'S written permission is given to dispose of any such material prior to such time. All such materials shall be maintained by PROFESSIONAL at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at CITY'S option PROFESSIONAL shall pay CITY for travel, per diem, and other costs incurred by CITY to examine, audit, excerpt, copy or transcribe such material at such other location. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the PROFESSIONAL'S place of business.

15.2 **Copies of audits.** In the event that an audit is conducted by PROFESSIONAL specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by PROFESSIONAL, then PROFESSIONAL shall file a copy of the audit report with the CITY'S Auditor within thirty (30) days of PROFESSIONAL'S receipt thereof, unless otherwise provided by applicable Federal or State law. CITY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

15.3 **Breach.** Failure on the part of PROFESSIONAL to comply with the provisions of this Paragraph 15.1 shall constitute a material breach upon which the CITY may terminate or suspend this Agreement.

15.4 **City Audit Settlements.** If, at any time during or after the term of this Agreement, representatives of the CITY conduct an audit of PROFESSIONAL regarding the work performed under this Agreement, and if such audit finds that CITY'S dollar liability for any such work is less than payments made by CITY to PROFESSIONAL, then the difference shall be either repaid by PROFESSIONAL to CITY by cash payment upon demand or, at the sole option of CITY, deducted from any amounts due to PROFESSIONAL from CITY. If such audit finds that CITY'S dollar liability for such work is more than the payments made by CITY to PROFESSIONAL, then the difference shall be paid to PROFESSIONAL by cash payment.

XVI. MISCELLANEOUS

16.1 **Modification.** This agreement may not be amended or modified unless in writing and signed by both parties.

16.2 **Assignment and subcontracting.** This Agreement and the rights of the PROFESSIONAL and obligations hereunder may not be transferred, pledged, sold, assigned, or delegated by the PROFESSIONAL without the express prior written consent of the CITY via executed amendment. It is understood that a sale of the majority of the stock or partnership shares of the PROFESSIONAL, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior to CITY approval.

16.2.1 Any transfer, pledge, sale, assignment, or delegation without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the CITY may immediately terminate the Agreement in accordance with the provisions of paragraph 13.1 (Termination by Default). The CITY may assign its rights, together with its obligations hereunder.

16.3 **Availability of funds.** The obligations of the CITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.

16.4 **Compliance with laws.** In performance of the services, the PROFESSIONAL will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the PROFESSIONAL to obtain and maintain, at no cost to the CITY, any and all license and permits required to complete the services provided pursuant to this Agreement.

16.5 **Conflict of Interest.** PROFESSIONAL covenants that no person employed by the PROFESSIONAL which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the CITY. PROFESSIONAL further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of PROFESSIONAL or its employees must be disclosed in writing to CITY.

16.5.1 PROFESSIONAL is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

16.6 **Federal and State taxes.** The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to the PROFESSIONAL. The Professional shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the CITY, nor shall the PROFESSIONAL be authorized to use the CITY'S Tax Exemption Number in securing such materials.

16.7 **Entirety of agreement.** The CITY and the PROFESSIONAL agree that this Agreement, as amended from time to time, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications, written or oral, between the CITY and the PROFESSIONAL pertaining to the services. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

16.7.1 The following documents are made an integral part of this Agreement:

- A. Request for Proposal;
- B. Performance and Payment Bonds;
- C. Insurance Certificates and related documents;
- D. Response to Request for Proposal of PROFESSIONAL.

16.8 **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

16.9 **Waiver.** A waiver by either the CITY or the PROFESSIONAL of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party

with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

16.10 **Severability, survival.** If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

16.11 **Governing law and venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

16.12 **Priority of provisions.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

16.12.1 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

16.13 **Time is of the Essence.** The PROFESSIONAL agrees to start all work and to complete each assignment, task, or phase within the time stipulated in this Agreement (including all attachments). If any anticipated or actual delays arise, PROFESSIONAL shall immediately so notify the CITY. Regardless of notice if services or deliveries are not made at the time agreed upon, the CITY may, at its sole discretion, terminate this Agreement and proceed pursuant to Paragraph 13.1 (Termination by Default).

16.14 **Joint preparation.** Preparation of this Agreement has been a joint effort of the CITY and the PROFESSIONAL and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

16.15 **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written by the City Clerk on the day of attestation.

Approved as to Insurance:

AS TO CITY:

Michael Sparber
Risk Management Division

Patrick G. Salerno
City Manager

Approved by
Department Director or head of
Negotiations team as to
the negotiated business terms

ATTEST:

Fred Couceyro
Parks & Recreation Director

Walter J. Foeman
City Clerk

Approved as to compliance with
the Procurement Code

Approve as to form and legal sufficiency:

Michael P. Pounds
Chief Procurement Officer

Elizabeth M. Hernandez
City Attorney

Approve as to Funds Appropriation

Donald G. Nelson
Chief Financial Officer

ATTEST:

AS TO PROFESSIONAL

Corporate Secretary
Print Name: _____
(SEAL)

(OR)
WITNESSES (2):

PREPARED BY:
ELIZABETH M. HERNANDEZ
CITY ATTORNEY
405 BILTMORE WAY
CORAL GABLES, FL 33134

Print Name: _____

Print Name: _____

The following claims or lawsuits have been filed or were pending against Vista within the last five years:

Calleja v. Vista Building Maintenance Services, Inc., Miami-Dade Circuit Court Case No. 10-31732 CA 13 (Ms. Calleja claims she fell in a stairwell. Vista has a contract with Miami-Dade County to clean common areas, restrooms, and/or offices in various cargo and other office buildings at Miami International Airport)(this matter remains pending in court);

Moore, et al. v. Vista Building Maintenance Services, Inc., U.S. District Court, Southern District of Florida, Case No. 09-60393-Civ-Moreno (Mr. Moore and the other African American or Haitian Plaintiffs alleged that they were discriminated against because of their race and/or national origin when they sought employment at Vista but were not hired to work at the Metromover stations; Miami-Dade County had awarded Vista a contract to replace a contractor who was providing janitorial services at the Metromover system, and the Plaintiffs allegedly worked for that prior contractor at the Metromover locations)(Plaintiffs dismissed their claims in exchange for payment only of minimal court costs).

U.S. Equal Employment Opportunity Commission (EEOC): Four additional African American or Haitian co-workers of the Moore-suit Plaintiffs had filed complaints with the EEOC against Vista alleging that they were also discriminated against during Vista's hiring for the Metromover contract. Apparently because of backlog, those claims remain pending with the EEOC.

Two additional Hispanic co-workers of the Moore-suit Plaintiffs filed complaints with the U.S. EEOC against Vista alleging that they were retaliated against during Vista's hiring for the Metromover contract (one was not hired, and the other was hired but let go after the first day of the contract because the contract was overstaffed). The EEOC just dismissed one of these files, but making no determination as to the allegations. Apparently because of backlog, the other claim remains pending with the EEOC.

Mayra Martinez v. Vista Building Maintenance Services, Inc., Miami-Dade Circuit Court Case No. 09-10603 CA 24 (Ms. Martinez alleged she was owed for some overtime worked and that her employment was terminated in retaliation for seeking payment of the overtime)(this matter settled).

Miami-Dade County Equal Opportunity Board (EEOB): Miami-Dade County had awarded Vista a contract to replace a contractor who was providing janitorial services at various Miami-Dade Transit locations. Three African American persons, who had worked for the prior contractor but whom were not hired by Vista, filed discrimination claims against Vista with the Miami-Dade County EEOB. The EEOB dismissed the claims, finding no probable cause to believe that discriminatory employment practices had occurred. The U.S. EEOC later dismissed the same claims, adopting the findings of the EEOB.

Michele Ann Matalon v. Vista Building Maintenance Services, Inc., Miami-Dade Circuit Court Case No. 07-27885 CA 32 (Ms. Matalon alleged that she slipped and fell while on Florida Department of Transportation premises in Miami-Dade County. Vista had a contract with the state to clean such premises)(this matter settled);

Esther Wartenberg v. Miami Dade County, et al., Miami-Dade Circuit Court Case No. 06-4118 CA 20 (Mrs. Wartenberg claimed she fell entering or exiting a restroom. Vista had a contract with Miami-Dade County to clean common areas, restrooms, and/or offices in various cargo and other office buildings at Miami International Airport)(this matter settled);

Akeitha Carey v. The Florida International University Board of Trustees, et al., Miami-Dade County Circuit Court Case No. 04-17603 CA 32 (Ms. Carey claimed she fell during a dance class at FIU. Vista had contracts to clean various buildings on FIU's campuses)(this matter settled);

Elba Baldizon v. Florida International University, Miami-Dade County Circuit Court Case No. 01-19959 CA 32 (Ms. Baldizon claimed she fell on a hurricane shutter track screw while cleaning at FIU as a Vista employee)(this matter resolved with Vista obtaining a judgment in its favor against FIU's indemnity claim).

LETTER OF COMMITMENT

VISTA Building Maintenance Services, Inc., is pleased to submit this RFP for janitorial services for the City of Coral Gables.

VISTA is the current janitorial contractor for the City of Coral Gables. We have responded promptly to all requests made by the City, and have met all of our contract requirements under our current RFP. To date we have never been fined with non-compliance deductions by the City of Coral Gables, or by any one of our other contracts.

VISTA is committed to its clients, and in the case of the expiring Coral Gables contract (2005 - 2010), VISTA demonstrated its commitment by, for example, never requesting a price increase during its term.

VISTA has never failed to complete any awarded work and typically extends contracts to the maximum number of renewals. In our 33 years of doing business, **not one** of our contracts has ever been canceled for non-compliance or unsatisfactory performance.

VISTA is a local business headquartered at 8200 Coral Way, Miami, Florida 33155 - our main telephone number is (305)552-1973, our fax line is (305)552-6532 and our e-mail address is VistaBMS@bellsouth.net. Jimmy Haley, President of VISTA, is ultimately responsible for this contract.

VISTA is a drug free workplace and an equal opportunity employer serving South Florida since 1977. The effectiveness of our work is best judged by touring our clients' facilities; a diverse customer base that includes medical buildings, county courthouses, police departments, libraries, transit, and Miami International Airport. A detailed description of our current contracts and accounts previously serviced is included in Section 4 of this RFP.

The finances required for the start-up of this contract, including payroll obligations, are not an issue for VISTA. VISTA has strong financial positions with several financial institutions and a bonding program with our surety for over \$8,000,000.00 - we have never defaulted on a bond (please see our letter from Frank Furman Insurance and BBT in Section 5).

We will comply with all of the requirements, conditions, work statement tasks and schedules contained in this RFP. May this letter and all of our references stand to your assurance that there are no laws, rules or regulations preventing us from performing the work required in this RFP. While in business we have had contracts for small, large and multiple-site facilities. We have proven in each contract that we are capable of performing under any circumstance and under any condition, whether it be natural or man-made disaster (please refer to our letters of reference regarding hurricane and flood response times in Section 6).

VISTA Building Maintenance Services, Inc., a small local business, is 100% minority owned and operated, as certified by the following authorities:

- *SBE Cert # 10532 - Miami Dade County*
- *MBE Certified- Florida Dept Management Services - Office of Supplier Diversity*
- *MBE Cert # 03-9168281 - North Broward Hospital District*

VISTA management is extremely visible and always accessible to clients; either by cell phone, e-mail or fax, making it effortless for our clients to reach a decision maker for whatever issue they may have.

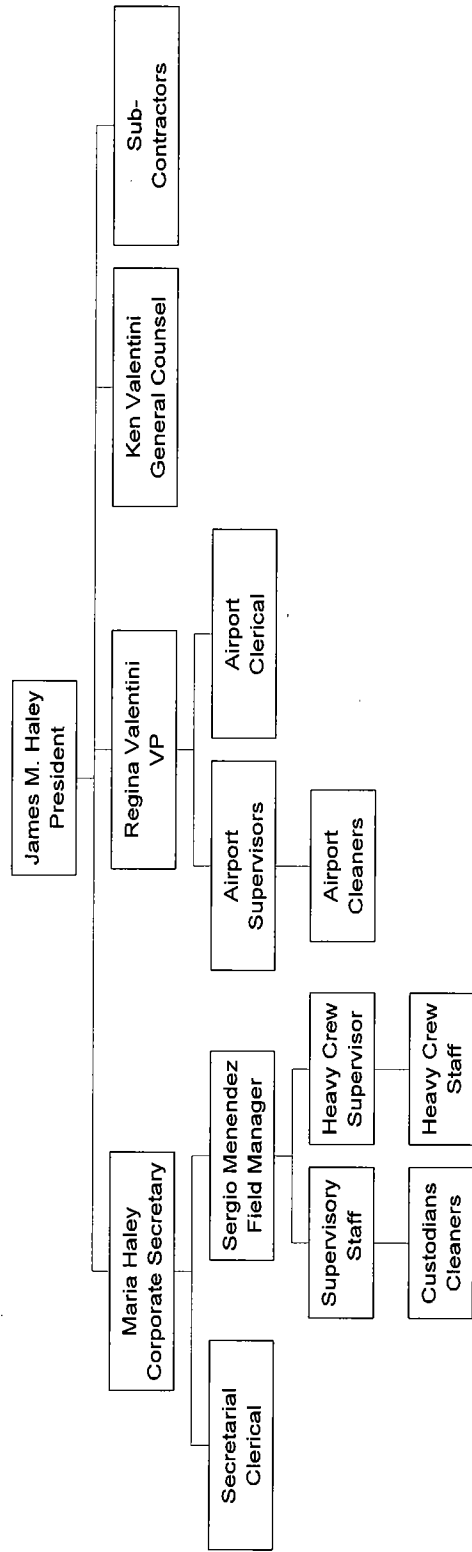
With approval from the City of Coral Gables, VISTA will retain all existing supervisors, custodians and heavy crew currently working at each facility, as they are familiar with the building, schedules and contract requirements. Additionally, our existing staff has been successfully drug tested and has provided police clearance letters to VISTA at the time of hire.

Back office operations such as weekly payroll processing and payroll distribution, accounts receivable and payable, federal, state and unemployment tax filing and annual W-2 reporting are processed internally by VISTA's office staff, assisting us to keep costs as low as possible.

VISTA Building Maintenance Services is prepared to commence work on the start date of this contract and will continue to provide services as per contract terms.

By this letter, we state that VISTA will adhere to the specifications of RFP-2010.06.04 to furnish services as specified by contract.

For all references submitted in this RFP, we hereby state that all contracts and projects were completed on time.



ORGANIZATIONAL CHART

James M. Haley

Permanent Residence:
8210 S.W. 24 Street
Miami, FL 33155, USA

PRESIDENT
Permanent Office Location: Miami Office (Miami, Florida, USA)
(305) 552-1973

CURRENT POSITION President of **Vista Building Maintenance Services, Inc.**

JOB EXPERIENCE **Vista Building Maintenance Services, Inc.,** Miami, Florida
August 1977 to present.

General Manager for City of Coral Gables and MIA's Zone 3. Contract Manager of the Downtown Government Center Complex and of FIU North and South Campus contracts. Established a successful janitorial service company in Miami, Florida. His company received the "Minority Business of The Year" Award of 1991, sponsored jointly by The Florida Regional Minority Purchasing Council, The State of Florida, Metropolitan Dade County and The City of Miami. Responsibilities include bidding proposals, scheduling of major tasks, disciplinary measures and safety matters.

Prior to 1977

Cooper College, Building Maintenance Supervisor, Manhattan, N.Y. (York Building Maintenance. St. John's University, Building Maintenance Supervisor, (4 years), Queens, N.Y. (McClean Services). Also served in a supervisory capacity to the following companies: McClean Services, New York City; Allied Building Maintenance, New York City; York Building Maintenance, New York City. Managed a seven-building apartment complex for Carol Management Company in New York City. Performed all services from rental to supervision of the maintenance of the apartments and the surrounding grounds.

Associate Certified Public Accountant for the most prestigious C.P.A. firm on the island of Cuba.

EDUCATION

Prada High School, Cuba: graduated, 1946. Oriente School of Commerce, School of Business Administration, Cuba: graduated 1950. Service: President of the Student Council.

PERSONAL DATA

Divorced, two daughters. In good physical condition. Sports include walking and deep sea fishing. Major personal achievement was the completion of the Orange Bowl Marathon in 1984.

In 1991, received recognition and service awards from the Bethany S.D.A. Sabbath School and from The Bethany Seventh-Day Adventist Church for his active participation in community affairs.

Sergio Menendez

Field Manager

JOB EXPERIENCE

Vista Building Maintenance Services, Inc.: Miami, Florida.
1995 - present

Mr. Menendez started as a cleaner at VISTA, but his skills earned him several promotions reaching his current position. He is a highly valued employee known for his honesty, leadership, dependability, good-natured character, and loyalty.

Sergio is well organized and takes pride in a job well done. He has not taken a sick day in seven years, and is always punctual. He has been named Employee of the Month on several occasions.

Sergio started working for Vista as a Heavy Crew team member at FIU South Campus, where he became a master in special projects (wood floor care, machine-scrubbing, waxing....). He assisted the Night Project Manager for years, learning how to handle personnel issues and special project procedures. He was promoted to Project Supervisor in 2004 and Field Manager in 2008 and has performed exceptionally well.

As Project Manager, he inspects work performed, including inventories supplies, and Heavy Crew Tasks (waxing, spray-buffing and floor machine-scrubbing). He is very familiar with the floor plans of all our contracts and is able to anticipate the needs of various facilities throughout the year.

Sergio works closely with the president of Vista, Mr. James M. Haley, and assists Mr. Haley in handling high priority projects.

REFERENCES: Maria Corzo, Miami Dade Transit, 305-889-6766

Maria J. Haley*Permanent Residence:*

8115 S.W. 13 Terrace
Miami, FL 33154, USA

OFFICE MANAGER

Permanent Office Location: Miami Office (Miami, Florida, USA)
(305) 552-1973

EXPERIENCE

Vista Building Maintenance Services, Inc.: Miami, Florida
Since 1977 to present.
Corporate Secretary and Office Manager

Contract Manager of Florida International University (South Campus) Responsible for the effective performance of ten buildings as follows: CSC, ECS, VH, DM, BA, CH, CP, PC, PAC, and OE.

Trains and Supervises new hires: supervisors and personnel. Enforces safety standards. Representative responsible for the establishment of daily controls regarding work performance, quality and quantity. Responsible to maintain good working relationships with individual production employees and supervisors. Equipment and supply requisition, inventory and maintenance. Daily visual and written inspections of work per established schedule. Daily scheduling and recording of special and periodic work performance.

Communicates with Vista's management and customer representatives regarding facility equipment or fixture deficiencies; e.g., plumbing problems, etc. Furnishes supervisors with individualized instructions. Reviews personnel performance with immediate supervisor.

Designates work assignments to supervisors. Daily scheduling and recording of special and periodic work performance. Random and scheduled inspections of different buildings. Meets with supervisory personnel and building officials.

REFERENCES

Florida International University
University Park, Miami, Florida
Contact: Mayra Vazquez, Superintendent
Physical Plant, (305) 348-1946

City of Miami Police Department Headquarters
400 N.W. 2 Avenue, Miami, FL 33128
Contact: Mr. Danny Gonzalez, (305) 579-6161

MDTA Lehman Center
6601 N.W. 72 Avenue, Miami, Florida
Mr. Roberto Alemán, (305) 884-7585

Data Processing & Communications Ctr.
5680 S.W. 87 Ave., Miami, FL
Mr. Ozzie Astudillo, (305) 233-8140

KENNETH L. VALENTINI

11825 S.W. 103 Avenue, Miami, Florida 33176

(305) 297-1831

KVALENTINI@BELLSOUTH.NET

Profile **Licensed to practice law in Florida for more than sixteen years. Background in Florida law concerning insurance coverage, insurer bad faith, and general tort liability issues and federal law concerning labor relations. Admitted to the bars of the U.S. Court of Appeals-Eleventh Circuit and the federal district courts for the northern, middle, and southern districts of Florida.**

Education J.D., University of Miami School of Law, Miami, FL *May 1993*
• *cum laude* honors
• Recipient of Book Awards: Property; Legal Research & Writing
• Member, University of Miami Law Review (August 1992-May 1993)
• Member, Moot Court Board, and member of winning team during school's 1991-92 moot court competition

B.B.A. Accounting, Hofstra University, Hempstead, NY *June 1990*
• Honor Council student justice (1990)

Career History **Vista Building Maintenance Services, Inc., Miami, FL *Sept. 2006-current***
Vice President
• Handle tort liability, risk management, employment, labor relations, and insurance procurement matters and conduct contract analysis

• Assist in maintaining existing accounts and preparation of bids for new accounts

Walton Lantaff Schroeder & Carson LLP, Miami, FL *Sept. 1994-August 2006*
Of Counsel (December 2006-current)
Junior Partner (January 2001-August 2006)
Associate Attorney (Sept. 1994-January 2001)
• Litigation practice in the areas of insurance coverage, insurer bad faith, and general liability/insurance defense
• Appellate practice
• Approved by Florida Department of Financial Services to provide, and speaker at over one dozen, seminars for insurance adjusters concerning proper property/casualty claims handling under Florida law

Florida Third District Court of Appeal, Miami, FL *Sept. 1993-Sept. 1994*
Law Clerk to The Honorable Alan R. Schwartz, Chief Judge
• Performed legal research and drafted memoranda analyzing various legal issues



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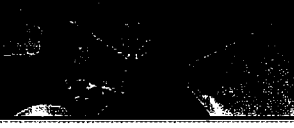
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VISTA BUILDING MAINTENANCE
SERVICE
8200 CORAL WAY
MIAMI FL 33155

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<h2>Detail by Entity Name</h2> <h3>Florida Profit Corporation</h3> <p>VISTA BUILDING MAINTENANCE SERVICES INC.</p>													
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<h3>Registered Agent Name & Address</h3> <p> HALEY, JAMES M 8200 CORAL WAY MIAMI FL 33155 US Address Changed: 03/23/1992 </p>													
<h3>Officer/Director Detail</h3> <p>Name & Address</p> <p>Title PD</p> <p>HALEY, JAMES M 8200 CORAL WAY MIAMI FL</p> <p>Title CS</p> <p>HALEY, MARIA J 8115 SW 13 TERR MIAMI FL 33144</p> <p>Title VP</p> <p>VALENTINI, REGINA A 8200 CORAL WAY MIAMI FL 33155</p>													
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EQUIPMENT AND MATERIALS

VISTA Building Maintenance Services, Inc. will provide all of the supplies, materials and equipment necessary to perform the functions required to fulfill bid requirements as specified in this RFP.

It is our policy to purchase equipment, materials and supplies of the best quality available in the market. VISTA owns all its own equipment, materials and supplies - we do not lease or rent equipment or vehicles. We have tested various models during our 30 year history, and have determined which are of the highest performance and quality. We also have extensive experience in their care and maintenance.

We use state of the art cleaning equipment, such as **Hepa** vacuums, **steam pressure cleaners** and the **Kaivac** machine, which we use to deep clean the bathrooms. The Kaivac is a no-touch deep cleaning machine that specializes in grout cleaning and heavy dirt removal with a minimal amount of water usage. Within the Kaivac is a wet/dry vacuum to remove any excess water. It takes only one man or woman to operate the Kaivac, with excellent results.

The vacuum cleaners we purchase bear the "**Green Label**", and are tested and certified by the Carpet and Rug Institute as being more efficient in removing soils. Because of their advanced filtration systems, they help protect the health of the cleaner and the building occupants, and even extend the life of carpets.

VISTA currently uses Environmentally Preferable Products / Green Seal Certified / DERM approved products. We would inform you in advance of any changes of brands, for your approval. Our principal suppliers are Ideal Paper Inc., Dade Paper & Bag, Co., REX Chemical and Cosgrove Enterprises. The fierce competition among distributors provides us with different brands of similar or higher quality at lower prices. REX Chemical is certified SBE.

In the event that a custodian must work in a hazardous environment due to the nature of the client's operations, we comply with all appropriate safety precautions. Goggles and gloves are standard issue for our custodians and our specialists/custodians. We also receive back supports.

Due to the nature of our business, we do not use harmful substances. VISTA provides an extensive OSHA Manual at each job site and VISTA has also prominently posted OSHA job safety posters. We use only state-approved chemicals and follow all labeling guidelines and provide MSDS books at each job site as well. All employees are given thorough instruction on the proper use of chemicals and equipment before being allowed to work independently.

We hereby state that we will provide similar or superior equipment for The City of Coral Gables, as specified in RFP 2010.06.04.

VISTA BUILDING MAINTENANCE SERVICES, INC. MATERIALS MASTER LIST

[illegible]

EQUIPMENT LIST

DESCRIPTION	BRAND	MODEL #
<i>Floor Machine 17" .175 RPM, 1.5 horsepower</i>	<i>Powr-Flite</i>	<i>M171HD-3</i>
<i>Solution tank for floor machine - 3 gallon</i>	<i>Powr-Flite</i>	<i>F 91P</i>
<i>Burnisher (w/buffer) 20"</i>	<i>Powr-Flite</i>	<i>M 2000</i>
<i>HEPA Commercial 16" Vacuum Cleaner</i>	<i>Powr-Flite</i>	<i>PF 757 EC</i>
<i>16" Magnet for upright Vacuum</i>	<i>Powr-Flite</i>	<i>MC6</i>
<i>Back Pack Vacuum w/tools</i>	<i>Powr-Flite</i>	<i>PF16BP</i>
<i>Heavy Duty 3 speed carpet dryer</i>	<i>Powr-Flite</i>	<i>PD 2500</i>
<i>Heavy Duty Wet & Dry Vac</i>	<i>Powr-Flite</i>	<i>PF 43</i>
<i>Carpet spotter and upholstery cleaning</i>	<i>Powr-Flite</i>	<i>PS 25</i>
<i>Extractor wand for carpet spotter</i>	<i>Powr-Flite</i>	<i>PFX 25</i>
<i>Pre-spray 5 quart tank w/injection valve</i>	<i>Powr-Flite</i>	<i>PFS 1</i>
<i>Automatic scrubber</i>	<i>Powr-Flite</i>	<i>PAS28DX</i>
<i>Extractor Hot Water Shampoo Machine & Wand</i>	<i>Powr-Flite</i>	<i>PFX1300DX</i>
 <i>Brute Containers 44 gallon</i>	 <i>Rubbermaid</i>	 <i>62879</i>
<i>Brute Mobile Wheels</i>	<i>Rubbermaid</i>	<i>77303</i>
<i>Maid Caddy</i>	<i>Rubbermaid</i>	<i>85043</i>
<i>Mopping bucket 26 gallons</i>	<i>Rubbermaid</i>	<i>66537</i>
<i>Mopping bucket wringer</i>	<i>Rubbermaid</i>	<i>92434</i>
<i>Wet Floor Sign, 26 1/2 " high</i>	<i>Rubbermaid</i>	<i>28964</i>
<i>Plastic lobby pans with handle</i>	<i>Paper Master</i>	<i>COM2007</i>
<i>Lobby Brooms</i>	<i>Paper Master</i>	<i>COM6393</i>
 <i>Tennant Power Sweeper</i>	 <i>Tennant</i>	
 <i>Billy Goat, 3 horse power</i>	 <i>Billy Goat</i>	 <i>LB31</i>
<i>Power Blower, 5 hp, on wheels</i>	<i>North Star</i>	<i>170633-C159</i>
 EQUIPMENT FOR SPECIFIC EMERGENCY SERVICES		
<i>The Gulper Flood Pump</i>	<i>Powr-Flite</i>	<i>PF75DX</i>
<i>O-Z Care Systems - Air Filtration System</i>	<i>Powr-Flite</i>	<i>PF03</i>
<i>Inside Dryer Attachment</i>	<i>Powr-Flite</i>	<i>IDS1</i>
<i>Pressure Washer, steam</i>	<i>LANDA</i>	<i>MHPA-3500</i>
<i>Pressure washer, 4 GPM</i>	<i>North Star</i>	<i>1573981-C159</i>

DESCRIPTION OF LABOR FORCE

Ours is an open door policy guaranteeing equal opportunity to all applicants regardless of race, gender, ethnicity, religious beliefs, disabilities, sexual orientation, or any other non work-related factor. VISTA practices on-the-job training, which allows for hiring new workers without previous experience who have a desire to learn the trade. Our high standards have proven successful over the 33 years that we have been serving the South Florida community. Employees are trained thoroughly on professional equipment and cleaning products to ensure safety and quality performance.

Most of our employees are found through personal references of existing employees. We also use Florida Unemployment Compensation Department's Job Service, The Department of Human Services Employment Services Bureau and private employment agencies. VISTA Building Maintenance Services, Inc. is a drug-free workplace - **all applicants must pass a drug test before** he or she is hired. Our drug testing is administered through TCN - our certificate is included in Section 8 of this bid.

Each applicant must pass a criminal background check **before they are hired** - they must provide us with a clearance letter from the police department, which is kept on file. Employees who work at a healthcare facility are sent to Mercy Hospital Outpatient Clinic for a set of three Hepatitis B Vaccinations.

All cleaners receive one-on-one training with an experienced supervisor or lead worker for about one week before being allowed to work independently on assigned tasks. Employees also receive a detailed book describing recommended procedures for a variety of cleaning tasks (VISTA's Policies & Procedures Manual). Chemical company and insurance company representatives also provide periodic, on-site training regarding the appropriate use of products and equipment.

We provide each new employee with a bright yellow VISTA **picture ID** which the employee must visibly display during all times while on the job. Men receive uniform shirts and women receive uniform smocks which must be worn at all times while on the job - each shirt and smock displays a large VISTA label on the front right breast pocket.

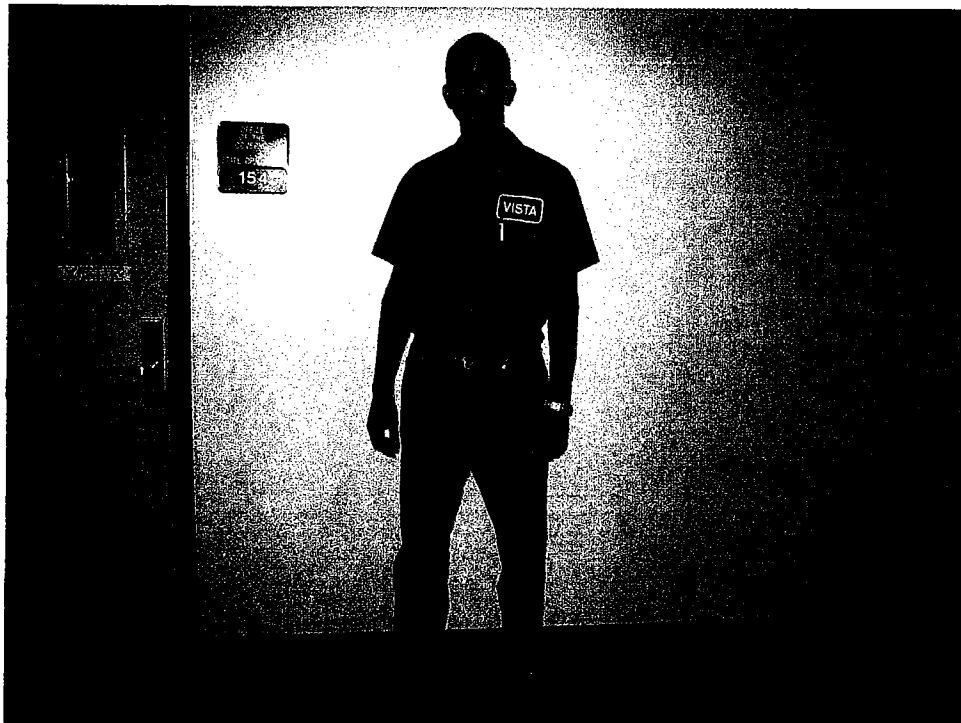
TIME KEEPING

At the start of each shift, each VISTA employee punches their personalized time card (each time card is printed with the employee's name, the payroll period and contract name). Time cards are punched at the start and end of lunch/break, and again at the end of their shift. Our time clocks stamp the date, day and time in military hours. This time-clock contains an internal UPS that allows it to operate uninterrupted during power outages. Supervisors also call the main office at the beginning of each shift to report any absences so that replacements can be coordinated.

Time cards are collected each Monday in order to process weekly payroll. We process payroll in house, we do not out source. Similarly, we process our quarterly unemployment, state and federal taxes in house. Annual W-2 forms are also processed and printed internally and reported electronically.

As part of our Corporate Safety Program, at the end of the work week, each employee must sign their timecard and indicate that they either did or did not get hurt while working during the week, and that they did or did not witness an accident.

VISTA UNIFORMS





CITY OF CORAL GABLES

CUSTODIAL LIST

<u>First Name</u>	<u>Last Name</u>	<u>SS No.</u>	<u>Date of Birth</u>
JOSEFINA	ABREU AZCUY	XXX-XX-9966	06-17-1963
SONIA	ALDANA	XXX-XX-1210	04-09-1964
ALINA	DIEGUEZ	XXX-XX-1916	06-07-1963
NOIRY	FERNANDEZ MORFFI	XXX-XX-1717	01-18-1956
ONOFRE	GUERRA	XXX-XX-4915	06-12-1938
ALBERTO	HERNANDEZ LOPEZ	XXX-XX-3082	11-11-1956
DORIS	JARQUIN	XXX-XX-9883	06/27/1945
IDELIA	JORRIN MACIAS	XXX-XX-8285	11-17-1964
HONORIA	MARTINEZ LOPEZ	XXX-XX-2859	01-09-1965
ESTEBAN	MEDEROS MEDEROS	XXX-XX-2883	12-26-1960
ELIZABETH	MENA	XXX-XX-0001	03-11-1956
MILADYS	MONTENEGRO	XXX-XX-6666	05-05-1972
VLADIMIR	MOYA ACOSTA	XXX-XX-0926	01-12-1973
DIANA	OLIVA GEREZ	XXX-XX-5169	12-22-1976
TERESITA	PEREZ-IGLESIAS	XXX-XX-2065	02-21-1957
GEORGINA	RONDON	XXX-XX-0549	02-02-1966
MAGLENE	RUIZ	XXX-XX-0600	12/16/1969
ZAIDA	SOTOLONGO	XXX-XX-2501	01-02-1959
ANTONIO	VALDES PADRON	XXX-XX-5910	10-13-1975
MARIETA	ZUMAQUERO	XXX-XX-5079	09-09-1959

VISTA'S EMPLOYEE TRAINING PROGRAM

Vista recognizes that janitorial positions are entry-level jobs which are typically filled with unskilled workers with limited education. Because of the nature of the worker pool, there is a great need to repeat the necessary information of which employees must be aware in order to properly perform their jobs. We have found that constant reinforcement of policies, procedures, rules and regulations is an essential part of the training program. Moreover, we have found that employing a variety of media works well to get the message across.

Currently Vista employs the following multi-faceted approach to employee training, encompassing:

- **Inter-active video training**
- **Handbook training**
- **On-the-Job training**
- **Periodic, Printed Refresher Materials**
- **Periodic Safety Lectures**

Vista's employees begin to receive training as soon as they apply for a position. When the prospective applicants fill out the employment application, they are required to watch an interactive video (available in English and Spanish). The video is in two parts: the first section discusses "General Guidelines for Janitorial Workers," and the second section reviews "Safety Do's and Don't's for Janitorial Workers." There are 10 multiple choice questions presented in each section to reinforce the material presented; the applicants must write down their responses as they watch the video to ensure that they are paying attention and absorbing the information.

Applicants who agree to abide by the guidelines of the video and accept a position, are given our **Policies and Procedures Manual** as part of our handbook training.

THE POLICIES AND PROCEDURES MANUAL

Over the years Vista has compiled and developed an extensive **Policies and Procedures Manual** for our employees. This manual includes general, administrative policies as well as job-related procedures related specifically to custodial work. These policies were developed after extensive research. We fine tuned our own existing policies and procedures and added others to make one comprehensive source book to which employees could turn for guidance on a multitude of issues.

The manual also includes First Aid information as well as an entire section on "Safety Regulations" which was developed in conjunction with our insurance carrier. There is also a section on "Emergency Procedures," covering what to do in the

event of a hurricane, fire, bomb threat, power failure, et cetera.

Over the years, Vista has spent a great deal of time and effort translating the policies into Spanish because we realized that unless the employees are able to read the policies in a language that is comfortable to them, the manual would be useless.

And realizing as well that this manual is quite extensive, Vista's management is committed to reminding the employees of various policies by reprinting them periodically. For example, in each **Employee Newsletter** (which is printed in English and in Spanish), there is a section to highlight a policy from the manual. Furthermore, in between newsletter issues, individual policies may be reprinted and included as a "**payroll insert**" with their weekly paycheck. Some crucial, key policies are also read by the employees when they fill out their job applications; the applicant, in the presence of the human resources assistant taking his or her application, must read these policies in full (such as those relating to sexual harassment, drug use, safety do's and don't's and common disciplinary matters) and must sign a statement that they have done so, that they understand what they have read, that they had the opportunity to ask questions if they did not, and that they agree to abide by these policies. In addition, when the applicants receive the employment manual, they must sign an acknowledgment form which states that they understand that they are responsible for reading and complying with the policies outlined in the manual.

ON-THE-JOB TRAINING

On-the-job training allows for greater flexibility in hiring new workers, with or without experience, who have a desire to learn the trade.* In fact, it is often preferable that they have *no experience* so that there are fewer "bad habits" to correct. Our high standards have proven successful over the past 25 years that we have been serving the South Florida community. All cleaners receive intensive training with an experienced supervisor or lead worker for about one week before being allowed to work independently on assigned tasks. Employees are trained thoroughly on professional equipment and cleaning products to ensure safety and quality performance. Supervisors are accessible and provide guidance and inspection of performance.

***NOTE:** Whenever a contract requires it, only applicants with prior experience will be hired to fill positions at that contract site.

CUSTODIAL TRAINING:

Custodians are instructed of their duties as follows:

CUSTODIAL DUTIES - OUTLINE

Cleaners/Janitors/Custodians/Porters/Attendants:

Report to Building Supervisor or Project Manager as applicable.

1. In general, to clean all areas to the assigned station.
2. To perform all preventative cleaning in all areas given to the assigned station.
3. Treat the equipment as if it was your own.
4. Use all supplies as so directed.
5. Follow Vista's rules and regulations.
6. Report to work at the scheduled time and, if sick, call in giving your Supervisor time to call a replacement.
7. Regular cleaner duties shall consist of sweeping, vacuuming, dust mopping, wet mopping, dusting, emptying waste receptacles, emptying and cleaning ash trays, cleaning and servicing of restrooms, sweeping of sidewalks and parking lots (where applicable), spot-cleaning walls, spot cleaning entrance and partition glass, replacement of burned out light tubes and bulbs -where required-, and other related work.
8. Report any out-of-order items to the Supervisor so s/he can report them to the Building Maintenance Department.
9. Performing mopping of restroom floors, spotting of spills and mopping of entrances during inclement weather.
10. Operation of automatic power equipment in regularly assigned jobs such as floor machines.

We teach our employees proper and uniform methods of cleaning based on a variety of criteria. Below is an outline of the types of issues that are addressed via on-the-job training.

CUSTODIAL WORKER TRAINING PROGRAM - OUTLINE

All custodial personnel at Vista are trained as follows:

- I. Orientation in the Vista system of cleaning.
- II. Proper use and care of tools and supplies.
- III. Cleaning Methods:
 - A. Restroom cleaning - in general
 - B. Cleaning ashtrays and wastebaskets
 - C. Dusting, damp wiping and spot cleaning
 - D. Dust mopping, damp mopping, vacuuming
 - E. Trash and recyclable material removal
 - F. Specific Building problem areas
 - G. Specific area procedures:
 - i) Conference rooms
 - ii) Offices
 - iii) Corridors
 - iv) Stairwells
 - v) Entries
 - vi) Elevators
- IV. Periodic Methods:
 - A. Hard surface floor care
 - B. Carpet shampooing
 - C. Wall washing
 - D. Furniture and equipment
 - E. Drapes and Venetian blinds
 - F. Ceiling
- V. Safety Program and Cleaning procedures:

Follow-up: Vista considers follow-up training extremely important. A series of follow-up visits are necessary to ensure that the personnel are performing correctly as the new program evolves. Correction sessions will be held on a one-to-one basis until each worker is fully competent.

In addition, from time to time, each custodian will be given review sessions, as needed, as well as instructions in new techniques and the use of new pieces of equipment as they are brought to the site.

SUPERVISOR TRAINING:

Supervisors are typically hired from within the worker pool. They are usually selected from among the custodians who have been promoted to intermediate, "lead worker" positions. Upper management and experienced supervisors will have personally trained the supervisor candidates before they are given the promotion to a supervision position. Below is an outline of the issues that are addressed via on-the-job training of supervisors.

SUPERVISOR DUTIES - OUTLINE

Supervisors:

SUBORDINATES: Maids, janitors, attendants, custodians, porters, special project workers, and utility persons.

1. Supervision of a crew consisting of Janitors, Maids and/or Special Project workers.
2. On-the-job training and supervision of personnel.
 - a. Daily visual and written inspections of work per established schedule.
 - b. Daily scheduling and recording of special and periodic work performance.
3. How to follow the budget hours common to each building.
4. How to maintain all equipment to its best efficiency and report any maintenance problem.
5. How to control all supplies and keep records.
6. Equipment and supply requisition, inventory and maintenance.
7. How to follow the guidelines within Vista's regulations.
8. How to comply with the rules and regulations of Vista and the building administration.
9. Maintenance of payroll records.
10. The Supervisor is the company's representative responsible for the establishment of daily controls regarding work performance, safety, quality and quantity.
11. How to maintain good working relationship with individual employees.
12. Communication with Vista management and customer representatives regarding facility equipment or fixture deficiencies (e.g., plumbing problems, etc.).

SUPERVISOR TRAINING PROGRAM OUTLINE

All supervisory personnel at Vista are trained in the:

- I. Fundamentals of Supervision
 - A. Leadership
 - B. Knowledge
 - C. Goals and Planning
 - D. Organization and Scheduling
 - E. Responsibility (directing control)
 - F. Personnel Motivation
- II. Fundamentals of Administration
 - A. Work Measurement
 - B. Work Scheduling and Organization
 - C. Use of Equipment and Supplies
 - D. Safety Program
 - E. Quality control
 - F. Record Keeping
 - G. Response
 - H. Communication
- III. Use of Supervisory Tools
 - A. Inspections Forms
 - B. Work orders
 - C. Periodic Work Logs
 - D. Evaluation Forms
 - E. Supply Control
- IV Training of Workers
 - A. Safety
 - B. Station Assignments
 - C. Cleaning Procedures
 - D. Company Policies

PERIODIC, PRINTED REFRESHER MATERIALS:

Vista reprints various policies and procedures in our periodic employee newsletter (which is published in English and Spanish). In between newsletter editions, we also reprint important excerpts from the manual and attach them as payroll inserts.

We believe that by making the amount of material the employees must read concise, the information is easier for them to digest and retain.

PERIODIC SAFETY LECTURES

Chemical company and insurance company representatives also provide periodic, on-site training regarding the appropriate use of products and equipment. If a particular problem arises, upper management may instruct supervisors to provide a brief, refresher session to employees at roll call to reinforce the message.

EMPLOYEE RETENTION

Our Employee Manual provides guidelines for preferred methods of performing janitorial functions so that all employees are aware of the standards by which they will be judged (in addition to the fact that they will also receive these instructions orally via on-the-job training from their supervisors and/or lead worker). All employees also receive video instruction.

VISTA then provides career development opportunities by promoting from within our employee workforce. An employee may start working as a custodian, then be promoted to Lead Worker, Supervisor, Manager or quite possibly Field Manager over a period of years. Because these employees have been trained as per our company policies and procedures, we prefer to promote from within rather than hire outside personnel to fill any openings whenever possible.

We also give employees the opportunity to work additional hours on special assignments or emergencies, such as fire restoration, hurricane or tornado cleanup. These types of assignments provide key opportunities for employees to learn new techniques that they might not normally perform, and to interact with VISTA's upper level management (who are always on site when special projects are conducted).

Whenever new contracts are awarded, exceptional workers are given the first opportunity to help train/retrain the former contractor's employees and/or to transfer to the location either temporarily or permanently. These opportunities allow them to exercise leadership skills and to manage new challenges.

Employees who currently work at the City of Coral Gables will be retained in their positions, based on feedback from the City of Coral Gables.

LABOR FORCE and STAFF EXPERIENCE

We teach our employees proper and systematic methods of cleaning based on the following criteria:

I. SUPERVISORS/LEAD WORKERS:

SUBORDINATES: Maids, janitors, waxers and utility persons.

- a. Supervision of a crew consisting of Janitors, Maids and Waxers/Buffers.
- b. On-the-job training and supervision of personnel.
- c. Daily visual and written inspections of work per established schedule.
- d. Daily scheduling and recording of special and periodic work performance.
- e. To follow the budget hours common to each building.
- f. To maintain all equipment to its best efficiency and report any maintenance problem.
- g. To control all supplies and keep records.
- h. Equipment and supply requisition, inventory and maintenance.
- i. To follow the guidelines within Vista Building Maintenance Services, Inc.'s regulations.
- j. To comply with the rules and regulations of Vista Building Maintenance Services, Inc. and the building administration.
- k. Maintenance of payroll records.
- l. The Supervisor is the company's representative responsible for the establishment of daily controls regarding work performance, safety, quality and quantity.
- m. To maintain good working relationship with individual employees.
- n. Communication with Vista Building Maintenance Services, Inc. management and customer representatives regarding facility equipment or fixture deficiencies; that is, plumbing problems, etc.

II. CLEANERS:

SUPERIOR: Building Supervisor

- a. To general clean all areas to the assigned station.
- b. To perform all preventative cleaning in all areas assigned.
- c. Treat the equipment as if it was your own.
- d. Use all supplies as so directed.
- e. Follow Vista Building Maintenance Services, Inc.'s rules and regulations.
- f. Report to work on scheduled time and if sick, call in giving your Supervisor time to call a replacement.
- g. Regular cleaner duties shall consist of sweeping, vacuuming, dust mopping, wet mopping, dusting, emptying and cleaning ash trays, cleaning and servicing of restrooms, sweeping of sidewalks and parking lots, spot-cleaning walls, spot cleaning entrance and partition glass, replacement of burned out light tubes and bulbs - where required - and other related work.
- h. Report any out of order items to the Supervisor so he can report them to the building Maintenance department.
- i. Performing mopping of restrooms' floors, spotting of spills and mopping of entrances during inclement weather.
- j. Operation of automatic power equipment in regularly assigned jobs such as floor machine.

EXPERIENCE OF A SIMILAR NATURE

VISTA Building Maintenance Services, Inc., has been the janitorial contractor for the City of Coral Gables since January 2005. VISTA also held this contract for ten (10) years, (1977 through 1987) under Building Manager Harry L. Rimmenger, Maintenance Superintendent.

Over the length of our current contract we obtained great results and compliments for our employees overall work performance. VISTA employees had received commendations from various Building Managers at the City of Coral Gables, which are included in Section 5 of our bid.

The cleaning of The City of Coral Gables City Hall Building was a great opportunity for VISTA to show off professional janitorial skills and expertise. This landmark building with marble floors, columns and coral rock walls and window sills was a challenge to maintain, which we have done successfully for the term of our contract. This three story building had many daily visitors and festive activities, especially around the winter holidays and New Year. ... and VISTA kept it all shining. This contract also includes City Hall Annex, Central Police and the Fire Station.

Aside from our daily janitorial services citywide to the City of Coral Gables, we perform project work for citywide facilities, which includes: vinyl tile stripping and waxing, carpet shampoo, annual deep cleaning of Youth Center Facility, seasonal work as requested for Venetian Pool, Biltmore Tennis Tournament, Farmer's Market, and Fourth of July (when required), deep cleaning to the Police Department to accomplish detailed cleaning in security sensitive areas such as holding cells and DUI rooms, and special cleaning performed for the Police Department for on-site accreditation.

VISTA provides e-mail notices to our main administrative contact (Gail Springer) when work is completed, including e-mail notification concerning any leaks, burned out lights, and any other hazardous condition that our custodians may observe at the facilities we maintain. We have responded promptly to any emergency or special request issued under this contract, and worked closely with administration after the Katrina and Rita hurricanes.

VISTA has 26 years of experience working with Miami-Dade County, The City of Coral Gables, The City of Miami, the State of Florida, the federal government, as well as other municipalities. Our Current Account List, provided in Section 5, provides detailed information regarding our current accounts, square footage per contract, contact names, phone and fax numbers, and a summary of janitorial services VISTA currently provides.

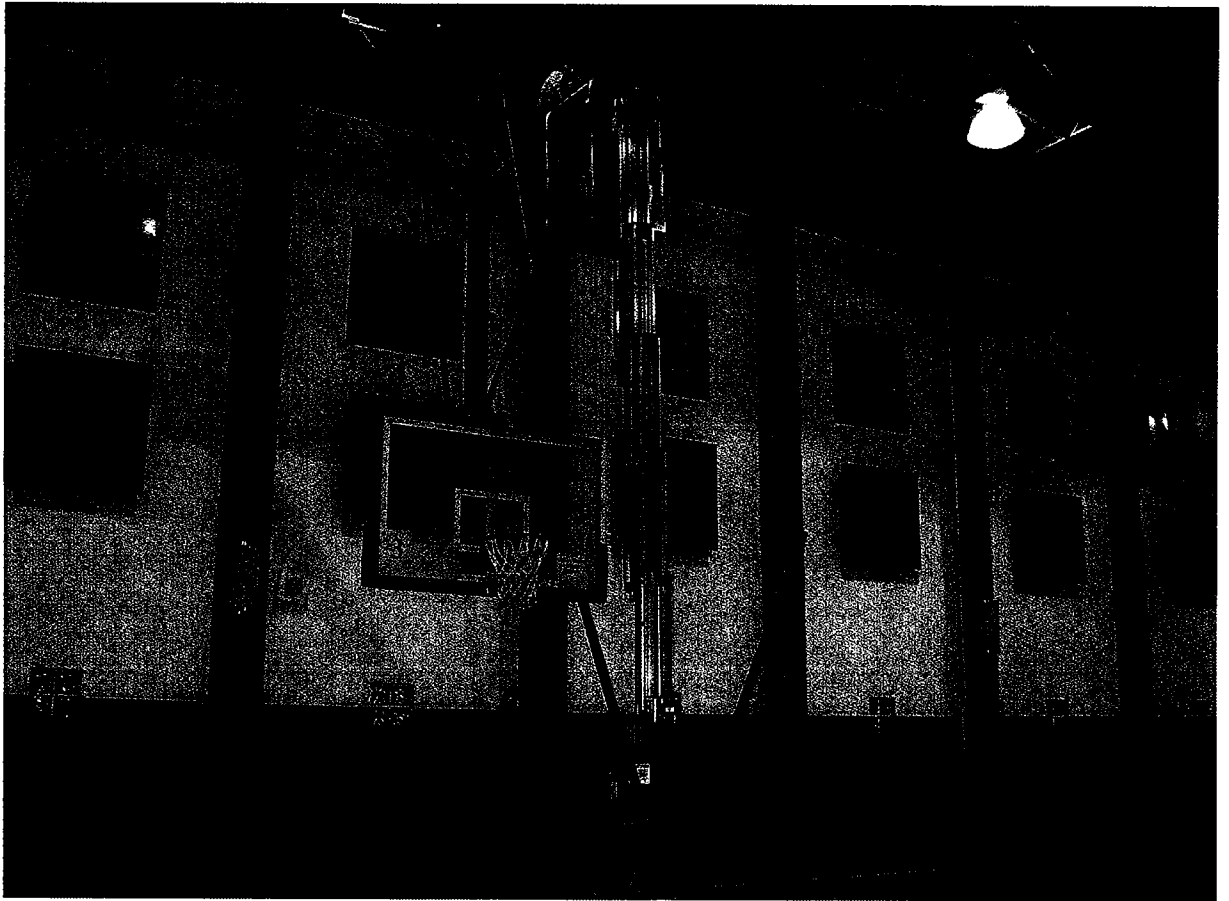
In all, VISTA currently cleans over 5 million square feet of commercial space daily.



City of Coral Gables Youth Center
Cleaned Carpet After Summer Camp

CITY OF CORAL GABLES Youth Center Annual Cleaning

Use of Hydraulic Lift to clean ceiling beams

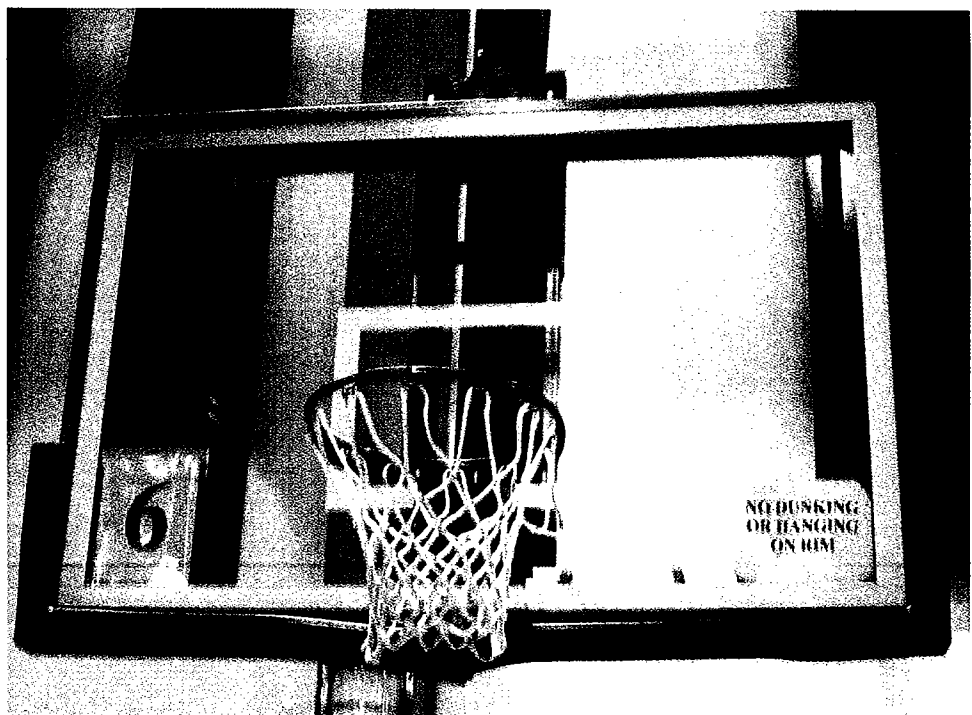


CITY OF CORAL GABLES
Annual Youth Center Detailing
Deep Cleaning Basketball Court
BEFORE and AFTER

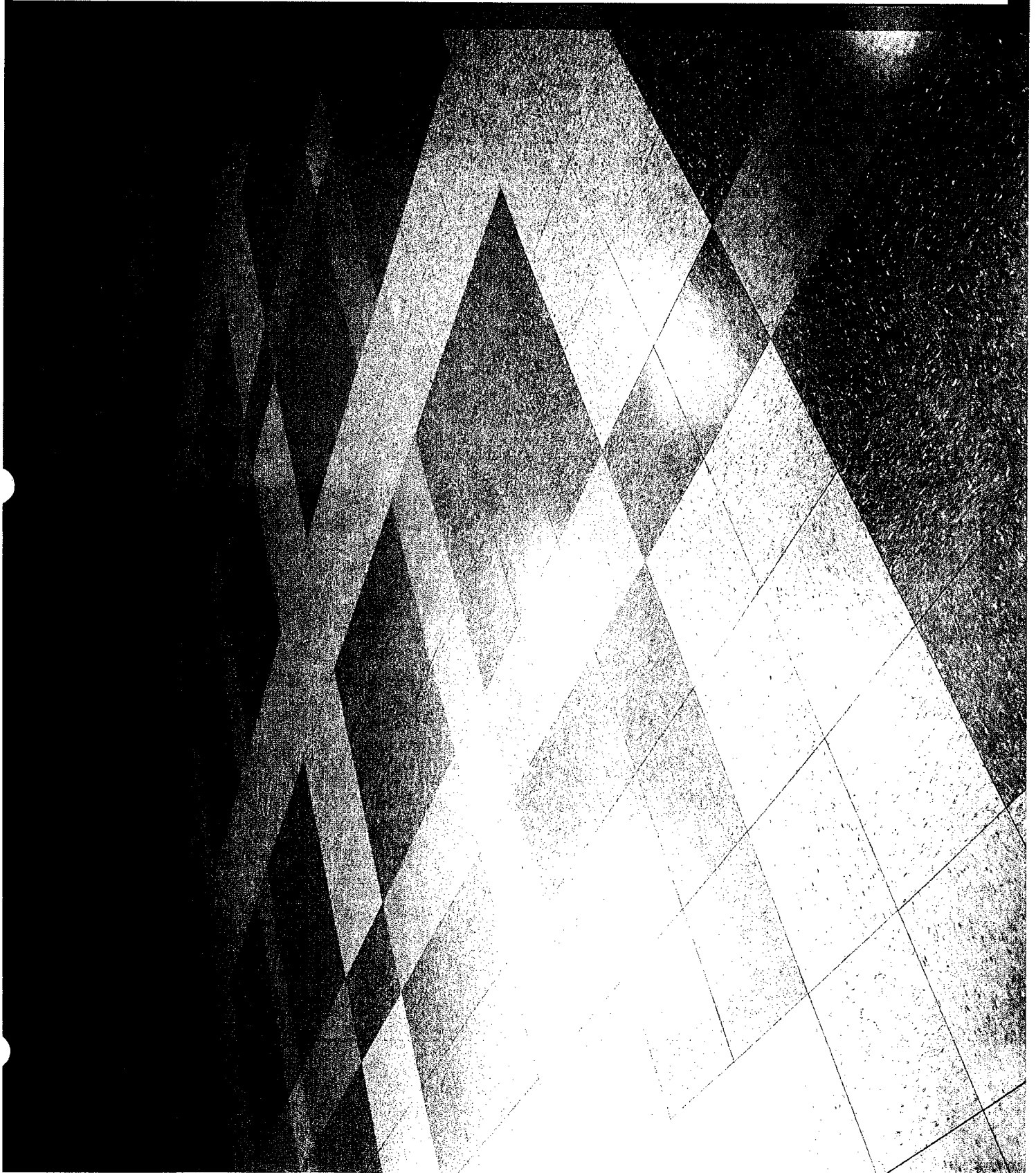
BEFORE



AFTER



City of Coral Gables Breakroom/Lunch Room
SW 72nd Ave
STRIP & WAX July 2010

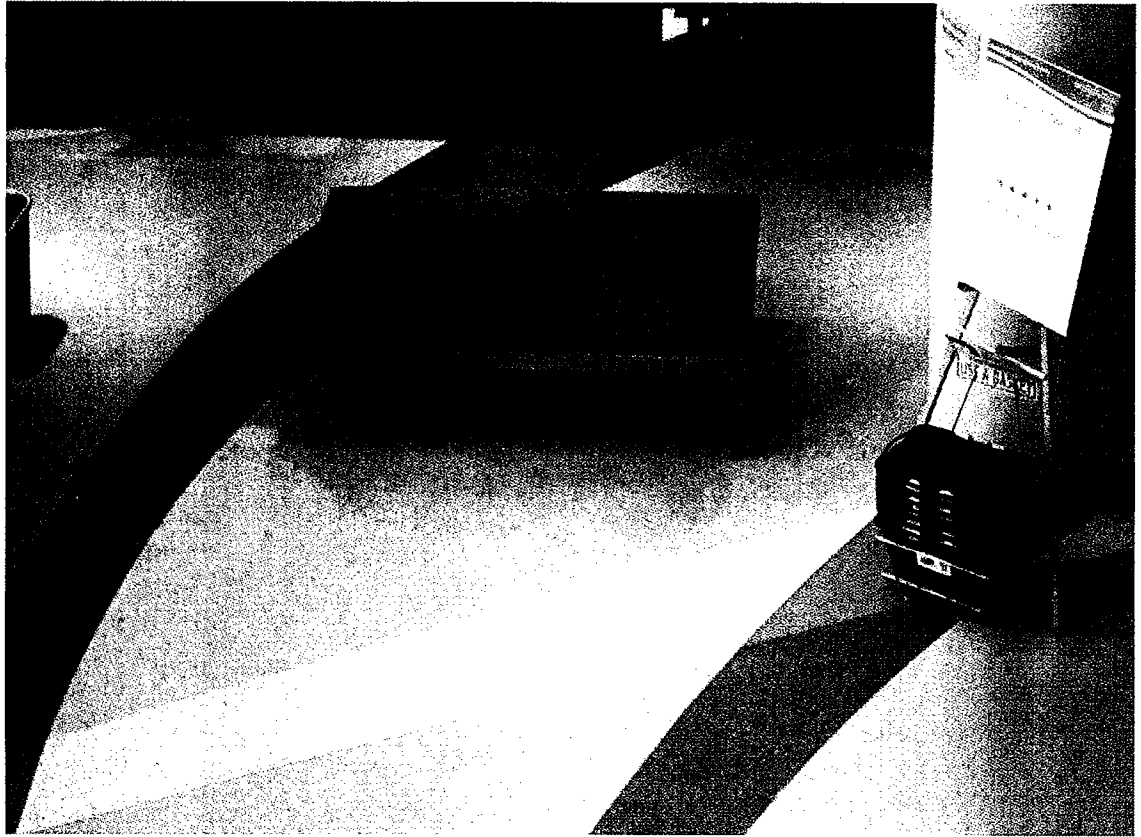


City of Coral Gables Breakroom/Lunch Room
SW 72nd Ave
STRIP & WAX July 2010

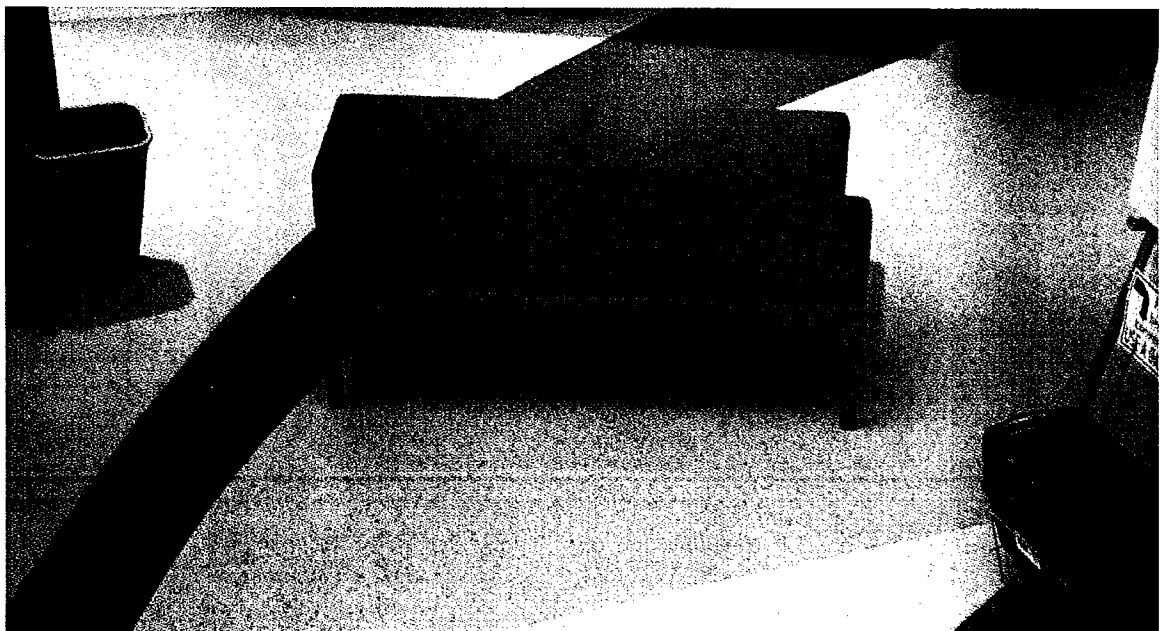


Miami Beach Regional Library Terrazzo Restoration

BEFORE

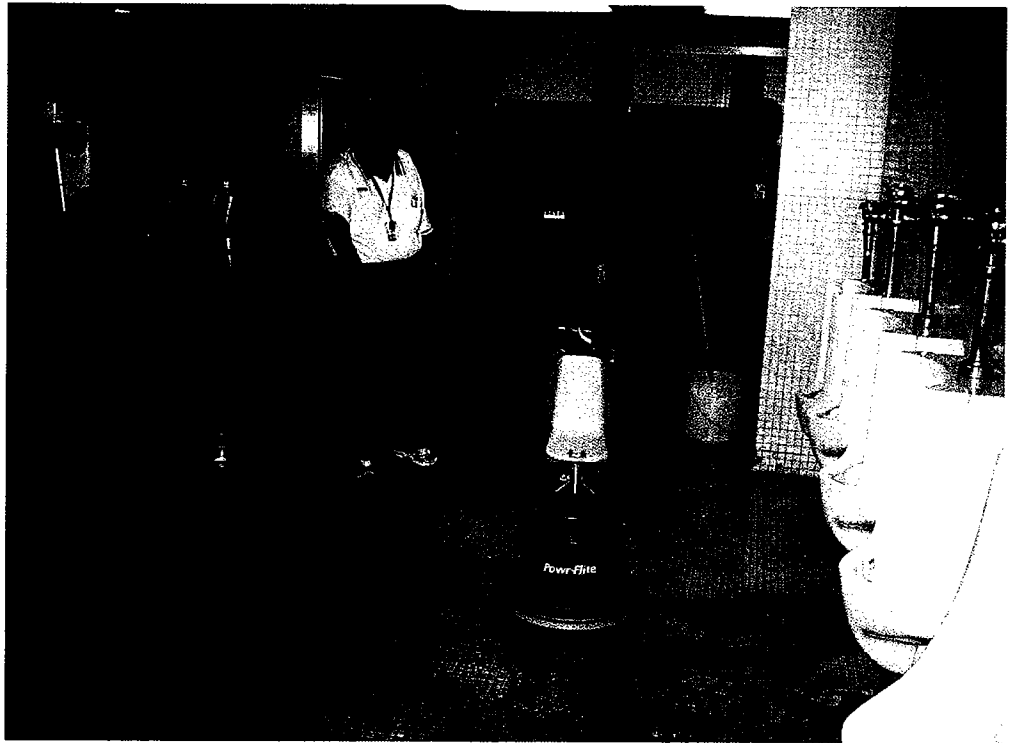


AFTER

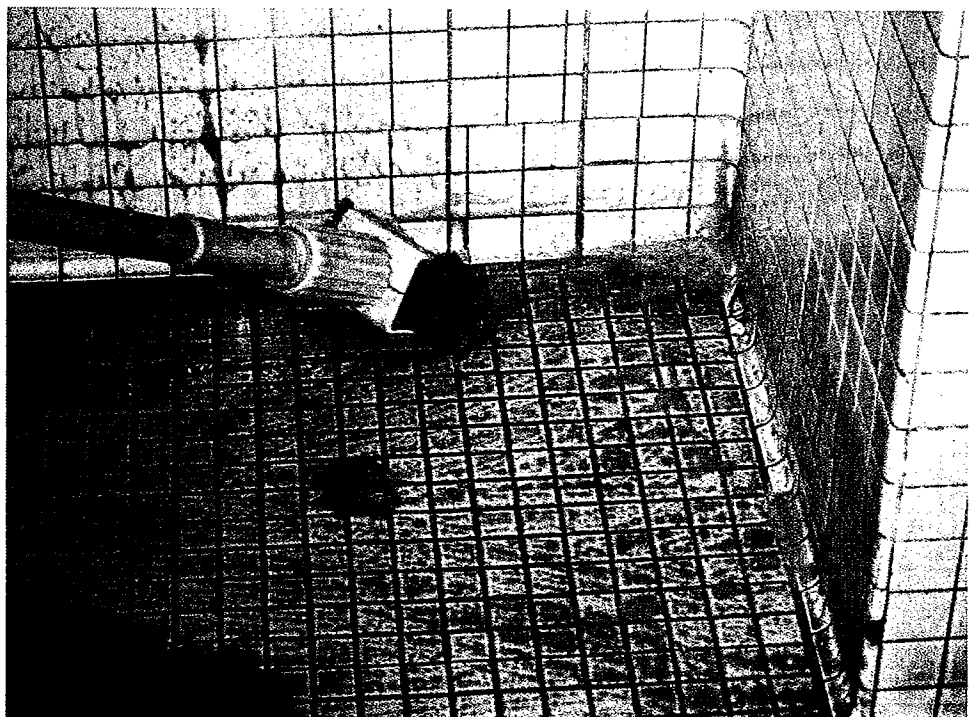


FIRST WEEK OF CONTRACT
INITIAL CLEANING
METROBUS BATHROOM FLOOR

MACHINE SCRUBBING BATHROOMS



WE CLEAN CORNERS



CURRENT ACCOUNT LISTING

City of Coral Gables

2800 SW 72 Avenue

Miami, FL 33155

Contact: Gail Springer, phone 305-460-5178, fax 305-460-5082, gspringer@coralgables.com

January 2005 - present

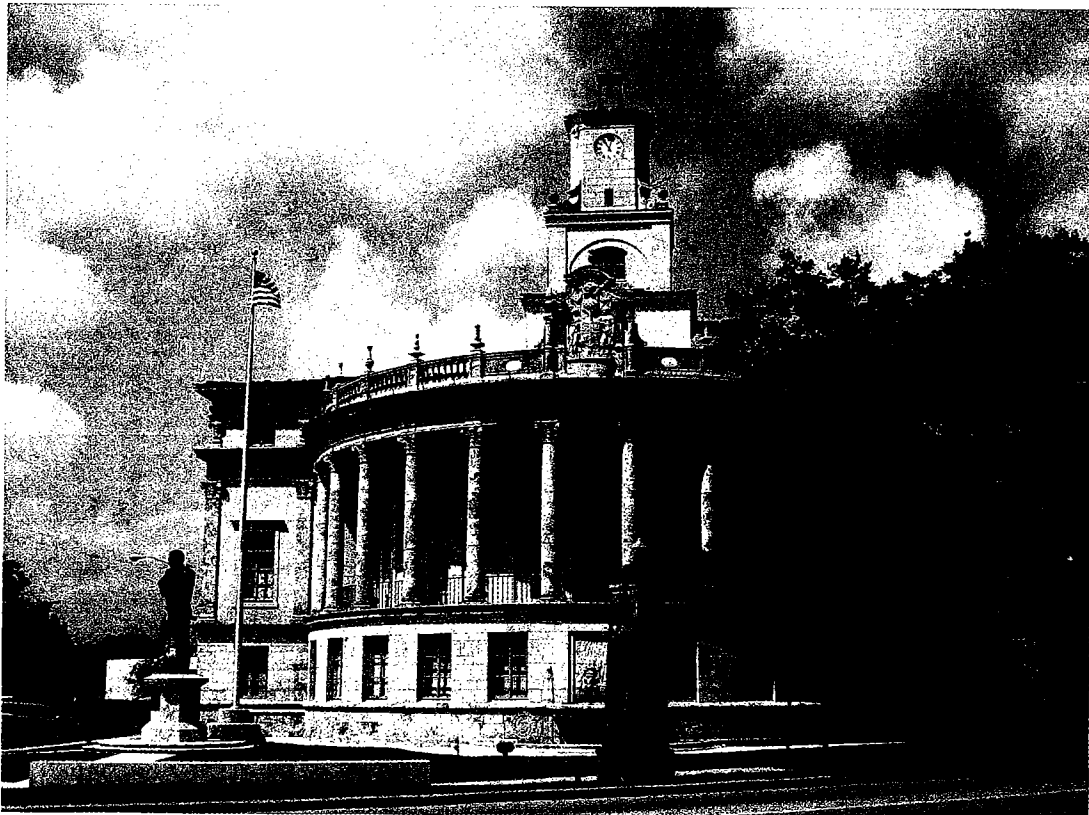
1977 - 1987

Daily janitorial services, routine and project work for citywide facilities, including: annual deep cleaning of Youth Center Facility, seasonal work as requested for Venetian Pool, Biltmore Tennis Tournament, Farmer's Market, and Fourth of July (when required). Stripping, waxing and carpet cleaning performed when requested by the City. Deep cleaning to the Police Department to accomplish detailed cleaning in security sensitive areas such as holding cells and DUI rooms. Special cleaning performed for the Police Department for on-site accreditation. All employees working on this contract have a clean police background record and clean drug testing results, a requirement for employment with VISTA or any of its subcontractors.

VISTA provides e-mail notices to our main administrative contact (Gail Springer) when work is completed, including e-mail notification concerning any leaks, burned out lights, and any other hazardous condition that our custodians may observe at the facilities we maintain. We have responded promptly to any emergency or special request issued under this contract, and worked closely with administration after the Katrina and Rita hurricanes.

City Hall Annex - 12,260 square feet
Coral Gables House - 5,079 square feet
Central Police/Fire Station - 52,434 square feet
War Memorial Youth Center - 43,676 square feet
Maintenance & Storage Facility - 69,061 square feet
Biltmore Tennis Center - 2,371 square feet

Phillips Park - 900 square feet
City Hall - 17,738 square feet
Central Police Annex - 2,760 square feet
Granada Club House - 2,370 square feet
Salvadore Park- 1,100 square feet
Venetian Pool - seasonal - 8,342 square feet



CURRENT ACCOUNT LISTING

City of Miami Police HQ and Substations

400 NW 2nd Avenue

Miami, FL

Contact: Danny Gonzalez, phone (cell) 786-443-2226, fax 305-579-6446

October 2006 - present

1988 - 1996

The City of Miami Police Headquarters, two substations and 11 police facilities, totaling over 400,000 square feet. The City of Miami Police HQ is a 24/7/365 high profile facility which is heavily trafficked by police officers day and night. Our custodians are trained to clean security sensitive areas, including the Chief's office and the 911 communications center, which is manned by police officers 24/7. VISTA provides janitorial services 7 days a week in two shifts, including holidays, emergencies and hurricanes. Daily janitorial services, routine and project work for the following facilities:

City of Miami Police Headquarters

Northside Substation

South Substation

Internal Affairs

David Herring Center

MDP Fleet Trailer

Police Mounted Stables

Overtown Mini Station

Auto Pound

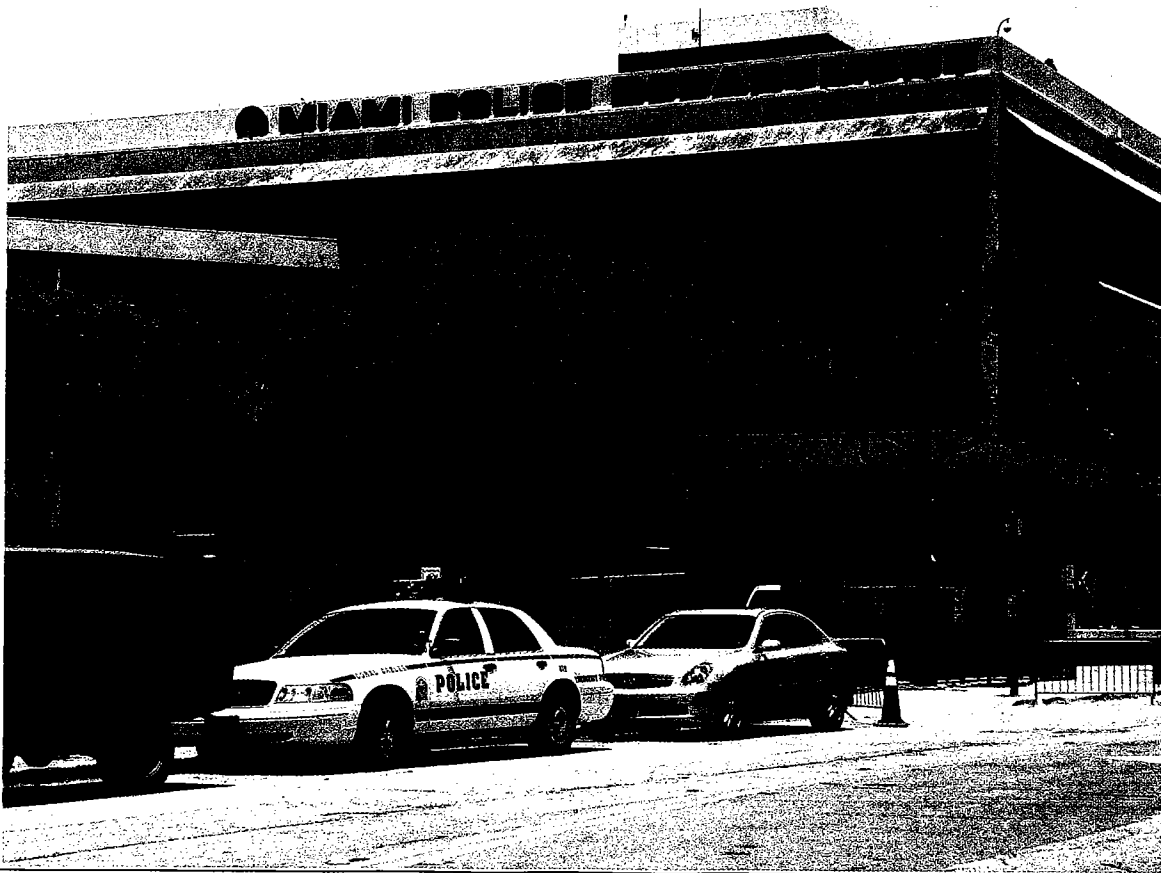
Bicycle Detail

Police Downtown Mini Station

Police Bomb Squad Station

Marine Patrol Yacht Club

NE Mini Station



CURRENT ACCOUNT LISTING

Miami-Dade County GSA

Hialeah Courthouse

11 East 6th Street

Hialeah, FL 33010

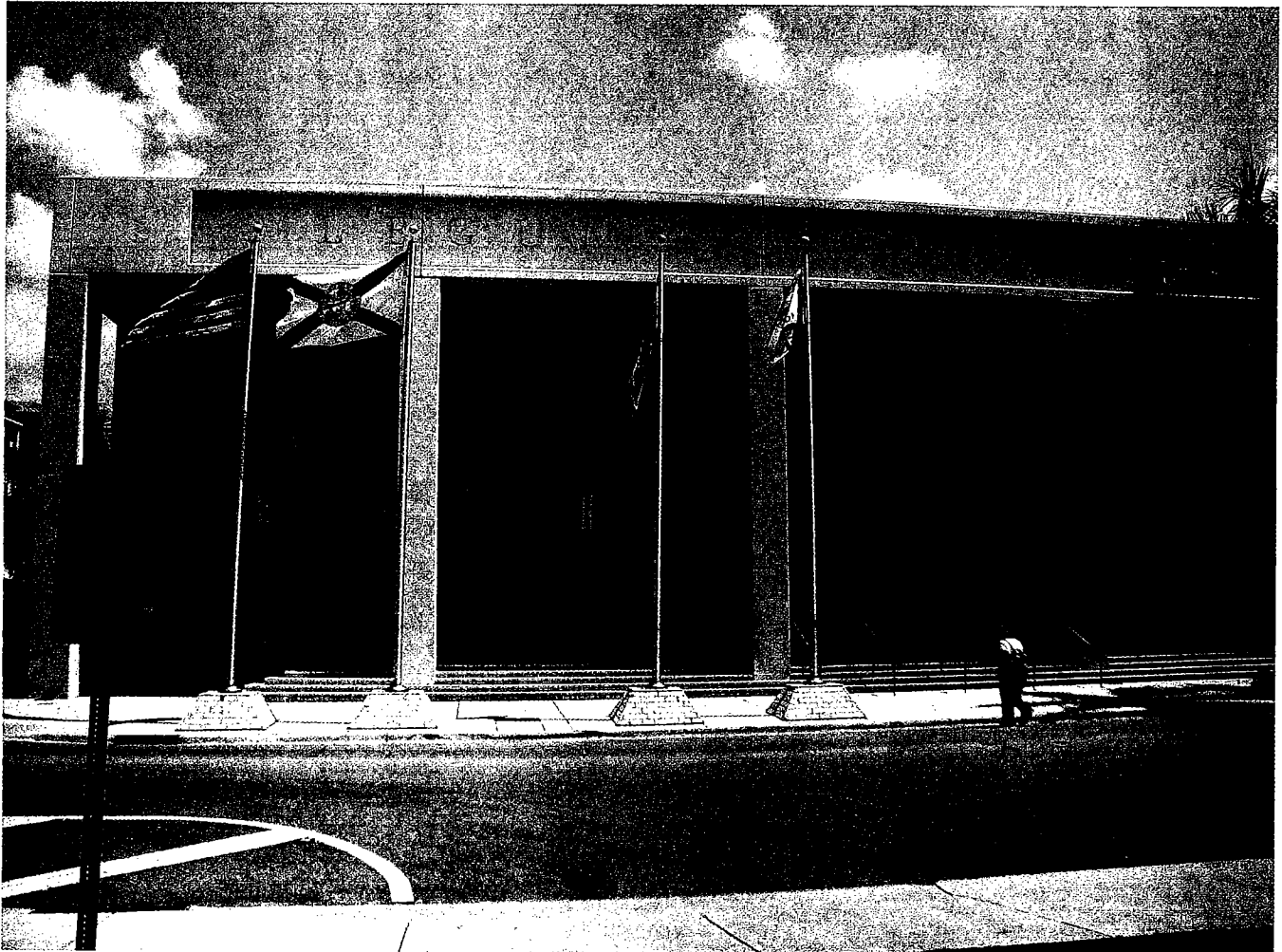
Contact: Mike Cruz, 305-499-8526

April 2008 - present

approximately 60,000 square feet

Description of work and services:

Daily janitorial service, 5 days per week, including weekly waxing, buffing of vinyl floors and scrubbing of restrooms in this security sensitive facility.



CURRENT ACCOUNT LISTING

Miami International Airport

Building 5A, Miami, Florida

Contact: Ms. Dickie Davis, Contract Manager

Phone 305-876-7005, fax 305-876-7743

January 2001 - present

Approx 400,000 square feet

Contract Buildings:

OpaLocka General Aviation Airport

Administration Building

Customs Building

Homestead General Aviation Airport

Kendall-Tamiami Executive Airport

Administration Building

U.S. Customs Building

Customs Clearance Center (CCC), Building 2122

US Customs Trailer

USDA Fumigation Trailer

General Aviation Center Trailer

MIA Cargo buildings:

700, 701, 702, 706, 707, 708, 716, 718

Our contract at Miami International Airport's Zone 3 includes over twenty (20) buildings, including MIA cargo, one of the busiest cargo facilities in the country. VISTA maintains this contract with an Operations Manager, four supervisors, forty-one specialists and custodians working in three shifts over a 24 hour period, during the work week. Some weekend services were cut back after 9/11. Services are performed 365 days a year.

VISTA has faced many emergencies at these facilities during the last six years, including roof collapses and leaks due to hurricanes - we have always responded immediately with a crew to secure and clean up, regardless of the day or time.



CURRENT ACCOUNT LISTING

Miami-Dade County
Medical Examiner's Office

1851 NW 10th Avenue
Miami, FL 33125

Contact: Juan Carlos Izquierdo, phone 305-545-2441, fax # 305-325-0696

April 2008 – present
December 2003 – March 2008
88,000 square feet

Three buildings consisting of two morgues, a laboratory and administrative offices. Janitorial and custodial services, routine and project work for the administration building, offices, reception areas, conference rooms, and for the morgue & labs section, cadaver coolers, photo lab, patio and receiving areas. Vista cleaned the old Medical Examiner's Building, and Vista is very proud to have cleaned/prepared the new building before operations began. Because of the nature of the ME's operations, this is a very complex and challenging building to clean. All Vista employees were highly trained and vaccinated before hire, and periodically reminded of the hazardous and infectious waste conditions. Both the administrative part of the building, as well as the morgue and lab sections, were kept spotless and freshly sanitized. The morgue has many daily cleaning details and tasks which needed special attention, such as the cleaning of the stainless steel body trays. Also, the walls had to be free of "splashes" and the floor and "coolers" kept clean, 7 days a week.



VISTA employee cleaning trays at the morgue in disposable uniform

CURRENT ACCOUNT LISTING

Miami-Dade County

Joseph Caleb Community Complex

5400 NW 22nd Avenue

Miami, FL 33128

Contact: Mr. Adrian Callwood, Building Manager, phone 305-636-2250, fax 305-636-2239

July 2007 - Present

Over 100,000 square feet

Routine Janitorial services and project work for multiple facilities, which is composed of a main building and a seven story tower building. This contract, which was an RFP, also includes janitorial services for the busiest and largest branch library within the inner-city area. There are approximately 29 restrooms, 2 elevators and 3 sets of stairs that are cleaned daily, in two shifts, Monday through Friday. We also provide additional service on weekends - as requested - for meeting room and special event setup and breakdown.



CURRENT ACCOUNT LISTING

Miami-Dade Public Library System

101 West Flagler Street

Miami, FL 33130-1523

Contact: Mr. Leo Gomez, phone 305-375-5051, Fax # 305-375-2978

November 2007 - present

Over 400,000 square feet

Daily cleaning and project maintenance for five regional libraries and 37 branch locations in Dade and Broward County. After we won this contract, which was an RFP, we provided an initial cleaning to each branch, providing a much needed facelift. We work closely with 39 different librarians to provide each library with its unique cleaning schedule and routine.

Allapattah	Hialeah Gardens	North Central
California Club	Hispanic	North Dade Regional
Civic Center	Homestead I	North Shore
Coconut Grove	International Mall	Opa Locka
Concord	Kendall	South Miami
Coral Gables Regional	Key Biscayne	South Shore
Coral Reef	Lakes of the Meadow	Sunset
Country Walk	Lemon City	Tamiami
Culmer/Overtown	Little River	West Dade Regional
Doral	Miami Beach	West Kendall Regional
Edison Center	Miami Lakes	Shenandoah
Fairlawn	Miami Springs	West Flagler
Golden Glades	Naranja	Kendale Lakes

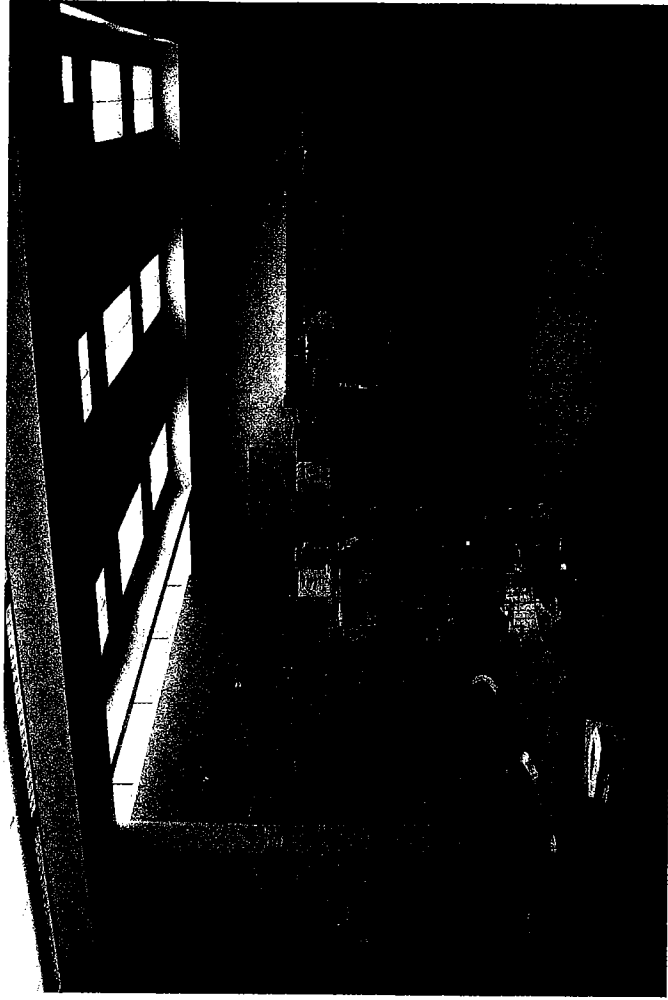


WEST DADE REGIONAL LIBRARY

Miami Dade Public Libraries

2007 - present

- 37 Branches & Regional Libraries
- Over 400,000 square feet maintained daily



CURRENT ACCOUNT LISTING

Miami-Dade Transit, Metro Rail North Line
111 NW 1st Street, #910
Maimi, FL 33128-1999

April 2006 - Present
3 million square feet

Contact: Ms. Maria Corzo, phone 305-889-6766, fax # 305-884-7538, mecorzo@miamidade.gov

Routine Janitorial services and project work at Metro Rail Stations, office buildings and parking garages in three shifts 24 hours a day, 7 days a week, 365 days a year.

Civic Center
Santa Clara
Allapattah
Earlington Heights
Earlington Heights Garages
Brownsville
Martin Luther King Station
Martin Luther King Garages

North Side
Tri Rail
Hialeah
Hialeah Overpass
Okeechobee
Okeechobee Garfage
Palmetto
Lehman Center / Support Facilities

Janitorial Services provided for 11 Metro-Rail stations, 3 multi level parking garages and 1 multi-story office building (Lehman Center). Services are provided in three shifts daily, 7 days per week, 365 days per year. Project work is performed nightly, especially pressure cleaning. The North Line stations are frequented by the homeless, and our crew is thoroughly trained in the removal of bio-hazardous material that they often encounter.

From opening day in May 1984 to January 1996, VISTA performed the contract for the janitorial services for the *Metro-Rail South Line Stations*. We are very proud that we also prepared the Metro-Rail North Line Stations and the Metro-Mover Stations for their grand openings. In addition, we successfully held these two last contracts on three different occasions.



CURRENT ACCOUNT LISTING

Commissioner Joe A. Martinez

1401 SW 107 Avenue, #301M

Miami, Florida 33174

Contact: Rene Diaz, 305-552-1155

February 2001 - present

1,000 square feet

Janitorial services, routine and project work for a small office suite, cleaning of the carpet and window and Venetian blinds on a weekly basis. This facility consists of a small office suite which faces a parking lot; it has a good deal of visitors and usage. Vista has kept these offices clean, free of dust, and the carpet free of stains.

Commissioner Javier Souto

9766 Coral Way, Suite #1

Miami, Florida 33165

Contact: Bernardo Escobar,

Phone 305-222-2116, fax 305-222-2120

May 1999 - present

900 square feet

Janitorial services, routine and project work for a small office suite, cleaning of the carpet and window and Venetian blinds on a weekly basis. Vista has kept these offices clean, free of dust, and the carpet free of stains.

LISTING OF THREE REFERENCES

Miami Dade Medical Examiner's Office

December 2003 – March 2008, April 2008 - present

1851 NW 10th Avenue, Miami, FL 33125

Contact: Mr. JC Izquierdo

Phone 305-545-2441, fax 305-325-0696, e-mail: ij2601@miamidade.gov

Miami Dade Transit

April 2006 - present

6601 NW 72nd Avenue, Miami, FL 33166

Contact: Ms. Maria Corzo, Property Manager Supervisor

Phone 305-889-6766, fax 305-884-7538, e-mail: mecorzo@miamidade.gov

Miami Dade Public Library System

November 2007 – present

101 West Flagler Street, Miami, FL 33130

Contact: Mr. Leo Gomez

Phone 305-375-5051, fax 305-375-2978, e-mail: gomezl@mdpls.org



The City of Coral Gables

Historical Resources Department

2327 SALZEDO STREET
CORAL GABLES, FLORIDA 33134

James M. Haley, President
VISTA Building Maintenance Services, Inc.
8200 Coral Way
Miami, FL 33155

Dear Mr. Haley:

I am pleased to offer this letter commending your company on their good performance in providing cleaning service for Coral Gables Merrick House. Since Merrick House is a museum, great care is required in providing such a service. I am grateful to you and your staff, particularly Maria Haley as manager and Doris Jarquin as the on-site cleaning person, for providing exceptional care and attention to detail in their work at Coral Gables Merrick House.

Sincerely,

A handwritten signature in cursive script, reading "Mary Agnes Beach".

Mary Agnes Beach
Museum Curator,
Museum Division

City of Coral Gables
Return of \$20 found
in the trash.

Marie Haley-Black

From: "Springer, Gail" <gspringer@coralgables.com>
To: <VistaBMS@Bellsouth.net>
Sent: Thursday, February 16, 2006 7:15 AM
Subject: FW: \$20.

Marie,
THANK YOU !!!
Gail

> -----Original Message-----

> From: Brown, Dallas

> Sent: Wednesday, February 15, 2006 4:12 PM

> To: Springer, Gail

> Subject: FW: \$20.

>

> Gail,

> Please forward this to Vista. I would also like to commend them for there
> honesty.

>

> Dallas Brown

> Facilities Superintendent

> City of Coral Gables

> -----Original Message-----

> From: Beach, Mary Agnes

> Sent: Wednesday, February 15, 2006 3:00 PM

> To: Brown, Dallas

> Subject: \$20.

>

> Dallas:

>

> I received the \$20. that Vista found in my trash with the Merrick House
> envelopes. very cool of them to return that!

>

> MA

>

THE CITY OF CORAL GABLES



OFFICE OF CITY COMMISSIONER

The City Beautiful

CITY HALL 405 BILTMORE WAY,
CORAL GABLES, FLORIDA 33134

May 2, 2005

To whom it may concern:

The purpose of this letter is to share with you how impressed I am with the performance of Ms. Delia Mena.

Delia has established an efficient, organized routine to accomplish her work. Always with a smile, very polite and conscientious. You can see how everyday she is trying to find new ways to help in any way she can. Not only did she have the initiative to clean the refrigerator and microwave but she is maintaining it as well. This is something no one expected her to do.

Delia is has a friendly, congenial personality. Whenever I see her she is always going the extra mile to assist in every way possible in a resourceful and very conscientious manner. These are rare qualities to find in the workplace and it is to be commended highly.

Sincerely,

A handwritten signature in cursive script that reads "Candy Suris".

Candy Suris
Assistant to the City Commission
City of Coral Gables



The City of Coral Gables

Building and Zoning Department
ISO Class 1

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

February 18, 2005

Vista Cleaning Company

This letter is to commend one of your employees who took over the maintenance of City of Coral Gables City Hall Delia Mena. Prior to Miss Mena's employment the building was not being cleaned at all. Miss Mena has made a noticeable difference in this facility. The ladies room and the lounge area have never been so clean. Not only do you see a difference in the building but the appliances in the building, Window sill's etcetera. The building even smells nicer. Again we commend Miss Mena, an asset to your company.

Sincerely,

The Staff of Code Enforcement (Millicent, Martha, Hilda, Katherine, Kim and Terri)

Millicent Ari
Martha S. Belgado
Kathy Arjun
Brytte M. Hodge
Hilda Marin
Kim Springmyer
Terri Sheppard

THE CITY OF CORAL GABLES

DEPARTMENT OF
PUBLIC WORKS



P. O. DRAWER 141549
CORAL GABLES, FLORIDA 33114-1549
TELEPHONE (305) 442-6848

December 31, 1986

TO WHOM IT MAY CONCERN:

Vista Building Maintenance Company has been doing janitorial services in the City for Nine Years, and I have found them capable of their duties and reliable. On several occasions, I have called on them to do extra jobs, at the last minute, and they completed them on time and even before.

The City has had three or four different services in the past, and I find Vista to be the best.

They render services to City Hall, City Hall Annex, Central Fire and Police Station and the Bus Terminal.

Please do not hesitate calling me at 261-1687.

Harry L. Himmenger
Retired Maintenance Division Superintendent

HLH:eh



Miami-Dade County, Florida
Juan Carlos Izquierdo
Building Manager, GSA
Medical Examiner Department
Number One Bob Hope Road
Miami, Florida 33136-1133
305 545-2441 Office
305-325-0696 Fax

July 14, 2010

To Whom It May Concern:

Vista Building Management Services, Inc. has held the janitorial cleaning contract for the Miami-Dade County Medical Examiner Department for the past four years. I can honestly report that they keep this facility in immaculate condition.

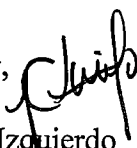
The Medical Examiner Department for Miami-Dade County is a unique facility. Cleanliness is paramount here, and Vista is well aware of this stipulation. Their ability to clean, sanitize and maintain a germ-free environment is vital to the operation of this facility. In fact during a recent visit County Commission Chairman Dennis C. Moss noted that our facility was very clean and well maintained. This was attributed to the efforts from Vista.

Vista Building employs only staff with experience in the janitorial field. They maintain constant vigilance on the performance of their staff to insure that employees are performing to their expectations and that the customer is receiving quality work. Vista maintains this facility fully stocked with supplies and equipment for the day-to-day operations. Their administration and management staff is always accessible and willing to go the extra mile.

I strongly urge you to consider their presentation and give them the opportunity to perform and prove their ability to provide excellent service. They certainly have my support.

Please call me if you desire additional information.

Respectfully,


Juan Carlos Izquierdo

City of Miami



PEDRO G. HERNANDEZ, P.E.
City Manager

February 12, 2009

Jimmy Haley
President
Vista Building Maintenance Services, Inc.
8200 Coral Way
Miami, FL 33155-1229

Dear Mr. Haley:

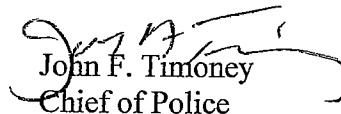
I wanted to take this opportunity to let you know of the fine work your employees are doing at the Miami Police Department.

It has come to my attention that several members of your team go above and beyond the call of duty to maintain our offices and bathrooms clean and presentable and are most accommodating with our employees when something is needed.

Please know that in preparation for a very important on-site re-accreditation audit of our agency this December, the appearance of our facilities was impeccable, thanks to your employees who went out their way to make sure our assessors were impressed with our work environment.

On behalf of the men and women of the Miami Police Department, please extend my gratitude to them for the hard work they perform with such dedication on a daily basis. We could not ask for better service.

Sincerely,


John F. Timoney
Chief of Police

JFT:lbm

cc: Ofc. Martin Garcia
Support Services Section





January 26, 2009

To Whom It May Concern:

Vista Building Maintenance Services Inc. has been responsible for janitorial services at 37 library facilities since September 2007. Their performance has been exemplary. Our facilities receive over a quarter million visitors per month and we have received many complements over the look of the facilities. Their staff is extremely dedicated and work very well with library staff during emergencies. The office staff is always available and has promptly responded to our calls when needed. During the Presidential election, eleven Library branches served as early voting sites and over 100,000 voters used our services during early voting. Mr. Haley and his staff are to be commended for their participation in success of this effort.

I have worked with many janitorial contractors in my 20 years in the Library System and can testify that Vista is by far one of the best in their quality of work and responsiveness to emergencies and special events.

Please call me at (305) 375-5051 should you require any additional information on the Library System's relationship with this company.

Sincerely,

Leo Gomez
Library Support Services Administrator
Miami-Dade Public Library System

c. Vista file

Delivering Excellence Every Day

LIBRARIES

From: "Ian Rosenior" <roseniori@mdpls.org>
To: "Leo Gomez" <gomezl@mdpls.org>; "Jesus Sanchez" <sanchezj@mdpls.org>
Cc: "Marie Black" <vistabms@bellsouth.net>; "Gia Arbogast" <arbogastg@mdpls.org>
Sent: Monday, June 23, 2008 11:29 AM
Subject: Cleaning

I just want you to know that the cleaning of the Miami Beach library is already having a positive impact with both the public and the staff. I have been having so many positive comments that I have to let you know. I am myself very pleased to see that what I had believed to have been a permanent damage to the terrazzo and bathroom tiles that are being restored. I salute Vista for the work done so far and I am obviously delighted with the progress.

Miami Beach Regional Library
Miami Dade Public Library System
227 22nd Street
Miami Beach FL 33139
Telephone: 305-535-4219
Fax: 305-535-4224
e-mail: roseniori@mdpls.org
Delivering excellence every day

CALEB CENTER LIBRARY

VISTA BUILDING MAINTENANCE SERVICES, INC.

From: "Callwood, Adrian (GSA)" <CA4390@miamidade.gov>
To: <vistaBMS@bellsouth.net>
Cc: "Henry, Beverley (GSA)" <hb3118@miamidade.gov>; "Silva, Juan C. (GSA)" <silvaj@miamidade.gov>; "Wiggins, Drakus (DPM)" <DWIGGIN@miamidade.gov>; "Faye Finlay" <finlayf@mdpls.org>
Sent: Tuesday, October 02, 2007 1:43 PM
Subject: FW: Cleanning

Good Afternoon Jimmy

Please commend your staff for a job well done.....

Adrian

From: Faye Finlay [mailto:finlayf@mdpls.org]
Sent: Tuesday, October 02, 2007 12:47 PM
To: Callwood, Adrian (GSA)
Cc: Amy Rolnick
Subject: Cleanning

Hi Adrian,

I would like to commend you for overseeing the on-going cleaning and the special projects cleaning for the library. I'm especially impressed with the excellent job done on the floors. The tile was restored to its original color and the rug was shampooed without an odor and is now stain-free. This is the first time the rug has looked this good since my tenure here. Thank you for helping the staff to provide an environment that we can be proud to present to the public in our efforts to "deliver excellence everyday"



Miami-Dade Transit
6601 NW 72nd Avenue
Miami, Florida 33166
T 305-884-7596 F 305-884-7556

miamidade.gov

July 13, 2010

To Whom It May Concern:

On April 1, 2006, Miami Dade County awarded a Janitorial Services Contract (Bid No. 7898-3/10-OTR) to **Vista Building Maintenance Services Inc.** This was a two year period contract with County option to renew for an additional three years, on a year to year basis. On the last quarter of year 2008, Contract Award Addenda were issued, adding locations to this Contract. The three renewal options were exercised by the County and the last Contract Award Sheet (Bid No. 7898-3/10-3) was issued for the period 4/1/10 – 3/31/11.

The Contract scope of work is to provide managerial, janitorial, subcontractor and related services in the form of necessary management supervision, manpower, equipment, materials, and supplies for: Metrobus Maintenance Garages and Office Buildings, and Metrorail and Metromover Stations (including Maintenance Buildings, Station Overpasses, Station Parking Garages and Station Parking Lots). The current Contract covers approximately a total of over 2,000,000 square feet.

The contractor's current performance in providing the janitorial services meets the expectations and fulfills the Contract's provisions and specifications. The contractor is very responsive to our needs and has demonstrated a high level of professionalism.

Sincerely,

Maria E. Corzo
Maria E. Corzo
MDT Property Management Supervisor
Facilities Maintenance Division

ADA Coordination
Agenda Coordination
Animal Services
Art in Public Places
Audit and Management Services
Aviation
Building
Building Code Compliance
Business Development
Capital Improvements Construction Coordination
Citizens' Independent Transportation Trust
Commission on Ethics and Public Trust
Communications
Community Action Agency
Community & Economic Development
Community Relations
Consumer Services
Corrections & Rehabilitation
Cultural Affairs
Elections
Emergency Management
Employee Relations
Empowerment Trust
Enterprise Technology Services
Environmental Resources Management
Fair Employment Practices
Finance
Fire Rescue
General Services Administration
Historic Preservation
Homeless Trust
Housing Agency
Housing Finance Authority
Human Services
Independent Review Panel
International Trade Consortium
Juvenile Assessment Center
Medical Examiner
Metro-Miami Action Plan
Metropolitan Planning Organization
Park and Recreation
Planning and Zoning
Police
Procurement Management
Property Appraiser
Public Library System
Public Works
Safe Neighborhood Parks
Seaport
Solid Waste Management
Strategic Business Management
Team Metro
Transit
Office on Urban Economic Revitalization
Vizcaya Museum And Gardens
Water & Sewer



FLORIDA DEPARTMENT OF JUVENILE JUSTICE

Charlie Crist, Governor

Frank Peterman, Jr., Secretary

July 12, 2010

To Whom It May Concern:

This serves as our letter of reference on behalf of Vista Building Maintenance Service. Vista has been providing excellent service for our staff for the past three years in both lawn maintenance and janitorial service. Their service and professionalism has made it a pleasure doing business with them.

I highly recommend Vista for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Nikita V. Pottinger". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Nikita Pottinger
Administrative Assistant

11430 N. Kendall Drive, Suite 101, Miami, Florida 33176 • Phone: (305) 598-6998

The mission of the Department of Juvenile Justice is to increase public safety by reducing juvenile delinquency through effective prevention, intervention, and treatment services that strengthen families and turn around the lives of troubled youth.

Marie Black

From: "Corzo, Maria (MDT)" <mecorzo@miamidade.gov>
To: "VISTA BUILDING MAINTENANCE" <vistabms@bellsouth.net>
Cc: "(MDT) Property Management" <mdtpropertymgmt@miamidade.gov>
Sent: Wednesday, June 23, 2010 2:53 PM
Subject: Brownsville Metrorail Station Groundbreaking Event

Maria,

This is to recognize the good job done by the heavy crew, in preparation for today's event. Thanks also to the additional staff (from the Earlington Garage), the regular station cleaner, the supervisor, and any other Vista staff involved in the process. It made a difference. Everyone efforts are appreciated.

Maria E. Corzo
MDT Property Management Supervisor
Miami-Dade Transit
Facilities Maintenance Division
Phone (305) 889-6766 Fax (305) 884-7538

"Delivering Excellence Every Day"

Maria Haley

From: Corzo, Maria (MDT) [mecorzo@miamidade.gov]
Sent: Wednesday, February 24, 2010 8:11 AM
To: vistabms@bellsouth.net
Cc: (MDT) Property Management
Subject: Job Well Done! by heavy crew at Civic Center

Maria,

This is to commend the work done by the heavy crew last night, at Civic Center. The Property Manager doing the inspection last night was very impressed with the heavy crew performance and organization - he observed a good distribution of staff and tasks, and safety awareness (all cones in place). Job well done!

Maria E. Corzo

MDT Property Management Supervisor

Miami-Dade Transit

Facilities Maintenance Division

Phone (305) 889-6766 Fax (305) 884-7538

"Delivering Excellence Every Day"



[\[Print\]](#) [\[Close\]](#)

From: "Valentini, Regina (Aviation)" <RValentini@miami-airport.com>
To: <vistabms@bellsouth.net>
Subject: FW: VISTA Janitorial Services / Bldg. 702
Date: Tue, 30 Oct 2007 12:44:46 +0000

-----Original Message-----

From: Alonso, Roy A. (Aviation)
Sent: Monday, October 29, 2007 5:44 PM
To: Valentini, Regina (Aviation)
Subject: FW: VISTA Janitorial Services / Bldg. 702

As always thank you for the great job you do. Pass on the good word to your staff.

From: Brador, John (Aviation)
Sent: Monday, October 29, 2007 4:39 PM
To: Davis, Dickie K. (Aviation)
Cc: Raymond, Michele (Aviation); Valentini, Regina (Aviation); Haley, Margaret (Aviation); Alonso, Roy A. (Aviation)
Subject: VISTA Janitorial Services / Bldg. 702

Dickie,

I'd like to take this opportunity to commend the VISTA Janitorial Service cleaning staff for an outstanding job. Vista recently cleaned the ground floor reception area, offices and interior warehouse bathrooms of the Cargo Building 702 facility in West Cargo formerly leased by (Northwest Airlines). A work order was issued by Real Estate Mgmt./Properties in order to prepare the space for new tenant occupancy. Vista's staff was very responsive. The job they performed was of extremely high quality. The bathrooms were magically converted from an ugly, dirty, and grimy condition to bathrooms that glimmered and gave it a complete new clean look. The new lessee (Strategic Air Service) upon initially viewing the office space they will lease, complained to Properties that the ground floor office flooring was in very poor condition and unsalvageable. The new lessee (Strategic) harbored little hope the floor could be restored. Strategic considered total replacement of the existing floor at their own cost. After Vista's crew cleaned the floor and buffed it, the transformation was impacting. The Lessee has now reconsidered and informed Properties it will now accept the space given the transformed condition of the flooring.

Kudos to VISTA & to its staff and crew.

John Brador
Aviation Property Manager
Real Estate Management & Development
305 / 876 -0368

Marie Black

From: "Gomez, Leo (LIB)" <GLE@miamidade.gov>
To: <VistaBMS@bellsouth.net>
Sent: Monday, November 03, 2008 12:42 PM
Subject: Fw: Vista Employees
FYI. Pis call my cell

From: Sylvia Mora-Ona
To: Leo Gomez ; Jesus Sanchez
Cc: William Urbizu ; Santiago, Raymond (MDPLS); Ailyn Carrion ; Amy Rolnick ; Barbara Benoit ; Barbara Sims-Smith ; Daniel Buggs ; Deloris Howard ; Donna Smith ; Grace Armada ; Hector Vazquez ; Helen McCray ; James Paul ; Javier Corredor ; John Heim ; Katherine Seaver ; Lori Zimmerman ; Michele Dye ; Monica Martinez ; Nadja Howerton ; Rafael Costa ; Stephanie Hope-Cochran ; William Runyan ; Zelda Ryles
Sent: Mon Nov 03 11:40:13 2008
Subject: Vista Employees

Leo and Jesus:

A big applause and thank you to the Vista employees who worked the Early Voting this past two weeks! They were fabulous! They worked relentlessly at all the branches. Both the day porters and afternoon helpers were tremendous! They cleaned bathrooms and picked up outside the papers and thousands of water bottles that voters left everywhere! 235,000 people voted in the Early Voting phase of the Elections and most of them went to Libraries.

They all deserve a huge hug and many, many thanks! Mil gracias!

Sylvia Mora- Oña
Assistant Director, Branch Operations and Youth Services
Miami-Dade Public Library System
moras@mdpls.org
305 375-5005
305 298-8117 cell
"Delivering Excellence Every Day"



- ◆ COMMERCIAL INSURANCE
- ◆ OSHA COMPLIANCE
- ◆ CONSTRUCTION BONDS
- ◆ EMPLOYEE LEASING
- ◆ PAYROLL SERVICES
- ◆ LIFE & HEALTH
- ◆ GROUP BENEFITS
- ◆ HOMEOWNERS • AUTO
- ◆ YACHT • MARINE
- ◆ HUMAN RESOURCE CONSULTING

July 15, 2010

To Whom It May Concern:

**RE: Vista Building Maintenance Services Inc.
8200 Coral Way
Miami, FL 33155**

The Furman Agency has been the surety advisor for Vista Building Maintenance Services, Inc. since 1992. Since that time, we have provided surety bonding to Vista Building Maintenance Services, Inc. with absolutely no bond claims whatsoever. The financial stability and exceptional management team of Vista Building elevates them to the top of the building maintenance services profession.

Vista Building Maintenance Services invests a great deal of resources in training their work force which has led to an exceptional safety record.

Vista Building Maintenance Services is a "best in class" maintenance firm. We highly recommend Vista.

Sincerely,

Robert P. Foote, CPCU, ARM, AIM, CRIS, AFSB
Executive Vice President
rob@furmaninsurance.com

RPF:jg



Page 150

Business Services

1010 Kennedy Drive, Suite 100
Key West, FL 33040

July 15, 2010

Re: Vista Building Maintenance Services

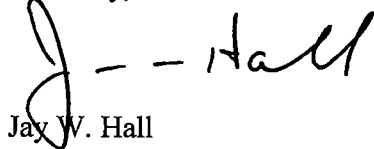
To Whom It May Concern:

This letter is being written on behalf of Vista Building Maintenance Services. BB&T has provided personal and business financial services to the company and its principals since 2001. They are valued clients and we look forward to further building our relationship with them.

Regarding the business relationship, Vista Building Maintenance Services has two existing letters of credit totaling in the medium-high six figure range and a deposit account in the medium five figure range. The letters of credit remain in good standing and have never been collected or exercised by the beneficiary. As is relates to the personal accounts, the owner of the company also has deposit and investment accounts totaling in the low seven figure range. Based on current information, we anticipate being able to provide additional letters of credit for our client in the medium six figure range under similar conditions to the existing letters of credit if the need arises.

Please call me at if you need additional assistance.

Sincerely,



Jay W. Hall
Vice President
(305) 292-3832

ACCOUNTS PREVIOUSLY SERVICED

American Airlines Flagship Lounge

Miami International Airport

Miami, Florida 33299

Contact: Manager of Premium Services, 305-526-1766

January 2000 - Feb 2003

3,500 square feet

Description of work and services:

Janitorial services, project work and 24/7/365 attendant coverage of the Flagship Lounge at Miami International Airport, Concourse E. This facility is used by American Airlines' First Class International Passengers. We maintained these VIP facilities in exceptional condition, including private showers, bathrooms, a galley area, a smoking room, computer stations, and a general lounge seating area. The facility is comprised of high quality materials and furnishings, which required special care, and which needed to be ready for use between flight arrivals and departures.

This contract ended in February 2003 when the Flagship Lounge was closed due to budget cuts.



ACCOUNTS PREVIOUSLY SERVICED

Florida International University - South Campus

University Park

Miami, Florida 33199

Contact: Mr. Joe Nuninga, Superintendent

Phone 305-348-4630, fax 305-348-4622

1995 - 2007

Over 1,947,933 square feet

Description of work and services:

Janitorial and custodial services, routine and project work, 6 days a week, 16 hours a day (2 shifts), including the following academic facilities:

- **Charles E. Perry Bldg.** (5 stories)
- **Wertheim Performing Arts Center**
- **Maintenance Support Complex** (4 stories)
- **Business Administration** (3 stories)
- **College of Health** (2 stories)
- **Chemistry & Physics** (4 story)
- **Deuxieme Maison** (4 stories)
- **Engineering & Computer Science** (4 story)
- **Owa Ehan & Wertheim Conservatory** (3 stories)
- **Viertes Haus** (3 stories)

We provided a host of services to clean areas that require special handling and chemical expertise, such as the Computer & Chemical laboratories; classroom activities and daily cleaning; the President's, Vice-Presidents' & Provost's offices and their private conference rooms and areas. These areas house very expensive art and valuable paintings. W-PAC's Concert Hall & Theater, which is frequently cleaned before, during and after performances is also under contract with our company.

Vista has also has been called in to perform services before and after **special events**, such as the **Dali Lama visit**, held in the Golden Panther Arena (that facility was under contract with another janitorial company, but **we** were asked to perform), **The Elian Gonzalez ABC News Nightline special**, countless hurricanes and floods (please see our letters of reference). There have been many other instances when emergency services were needed and Vista responded with only a few hours notice.

In January 2000 there was a fire and few weeks later a broken water pipe; both incidents happened during weekend hours. Vista was called by FIU to step in with an experienced crew and these building were cleaned and ready for operation as per normal schedule. Again these buildings were not part of Vista's contract, but out of our sense of professionalism and our dedication to the client to provide the best possible service, we responded to the emergencies **immediately**. This contract ended in January 2007 when FIU took custodial services in house.

ACCOUNTS PREVIOUSLY SERVICED

Florida International University - South Campus – continued



EXTERIOR AND INTERIOR OF FIU SOUTH CAMPUS LIBRARY

ACCOUNTS PREVIOUSLY SERVICED

Miami-Dade County Government Center Complex

111 NW 1st Street

Stephen P. Clark Bldg., Miami, Florida

Contact: Mr. Juan Silva

Phone 305-375-5079, fax 305-375-3762

1996 - Nov 2004

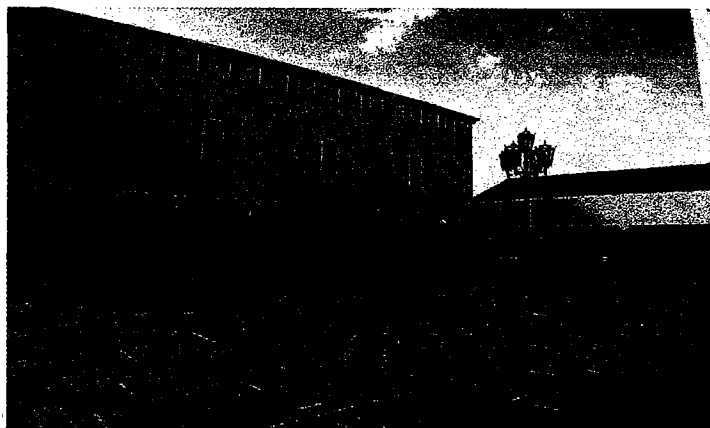
Over 2,000,000 square feet

Description of work and services:

16 hour a day (2 shifts), 7 days/week for several thirty (30) story high facilities:

- Steven P. Clark Building at 111 NW 1st Street (including the inside fountains and art displays and Commissioners' Chambers and private office areas)
- Cultural Center that includes the Main Library, Art Museum, Plaza, Central Support Facility Building and garage
- Courthouse Center and garage, at 73 West Flagler
- Courthouse Building and garage
- Hickman Building and garage (5 story)

Vista improved the appearance of these locations within a short period of time once we were awarded this contract. The difference was immediately noticed in the Courthouse lobby consisting of terrazzo and marble floors. The red-brick tiles in the lobby of the Stephen P. Clark Building has never been cleaner and brighter. The carpeted main corridors at these busy and heavily traveled buildings has been kept up to standards. Over the past years, many renovations and alterations to these buildings have been made, and Vista has kept these facilities environmentally safe. It has not been easy task to keep the dust and construction dirt to a minimum. We have received much praise from the Building Managers and from the occupants as well for the professional and amiable service that we provide on a daily basis. This contract ran to the maximum number of renewals, but was lost to a low bidder when re-bid in December 2004.



CULTURAL CENTER PLAZA - DOWNTOWN GOVERNMENT CENTER

ACCOUNTS PREVIOUSLY SERVICED

Miami-Dade County Government Center Complex – continued



DADE COUNTY COURTHOUSE AT 73 WEST FLAGLER DOWNTOWN GOVERNMENT CENTER

Sq. Ft. = 273,884	Courthouse Center (175 NW 1 St)	2 shifts per day
Sq. Ft. = 111,500	Courthouse Center Garage	2 shifts per day
Sq. Ft. = 257,000	Courthouse (73 West Flagler)	2 shifts per day
Sq. Ft. = 14,919	Courthouse Garage/Basement	
Sq. Ft. = 262,782	Cultural Ctr (Lib/MAM)	2 shifts per day
Sq. Ft. = 760,000	S. P. Clark (111 NW)	2 shifts per day
Sq. Ft. = 350,000	Central Support Facility (200 NW)	2 shifts per day
Sq. Ft. = 253,400	Central Support Garage	
Sq. Ft. = 77,000	Hickman Building (275 NW 2 St)	2 shifts per day
Sq. Ft. = 245,000	Hickman Garage	2 shifts per day

ACCOUNTS PREVIOUSLY SERVICED

State of Florida, Department of Transportation

July 1994 – June 2006

District IV Office, 3400 West Commercial Boulevard

160,000 square feet

Ft. Lauderdale, FL 33309

Contact: Mr. Patrick Friewald

Phone 954-677-7894, fax 954-677-7895

Description of work and services:

Janitorial, Project Work and custodial services for the District IV building. This three-story building houses administrative offices and conference room for various branches of the Transportation Department (Purchasing, Mapping, Contract, etc.). Vista kept this building in optimum condition, addressing its many fine details, like the outside glass-mirrors, stainless steel elevator and wall ceiling, the lobby's fine wood furniture, the superior carpeting, the lobby's Italian ceramic tiles and the lobby's expensive and delicate wall art displays. VISTA also maintained the new EOC (Emergency Operations Center) facility, erected in the back of the main building, which also houses the Credit Union bank facilities and conference rooms.



Before pressure washing



After pressure washing

ACCOUNTS PREVIOUSLY SERVICED

State of Florida, Department of Transportation - continued



VISTA PERFORMING PRESSURE WASHING – D.O.T.

VISTA performed exterior pressure washing to the building using a lift, which included pressure washing to exterior walls, sidewalks, and exterior windows and window sills, including the mirror-type glass panels and walls at the entrance to the building. We received many compliments about the service we provided and the politeness and efficiency of our cleaning crew members.

VISTA was initially awarded this contract after another contractor failed to perform. Although it is a modern and fairly new building, this facility needed immediate attention, not only regarding the routine tasks but also with respect to the fine details. It was a challenge to bring it back to exceptional, like-new condition. We were awarded this contract again in 2002 even though we were not the lowest bidder.

This contract ran to the maximum number of renewals but instead of being re-bid this contract was outsourced to Goodwill.

ACCOUNTS PREVIOUSLY SERVICED

Broward County Parking Garages

201 SE 6th Street, #268

Ft. Lauderdale, Florida 33301

Contact: Mr. Paul Curry, 954-357-6486, fax 954-357-5544

July 18, 2003 – July 2007

1,200,000 square feet

Description of work and services:

Janitorial services, routine and project work for four (4) parking garages. VISTA purchased specialized equipment to provide steam pressure cleaning and power sweeping using a truck mounted sweeper. This contract ran to the maximum number of renewals, but we were unable to re-bid on it as it was re-bid under Broward's sheltered market.

- East Garage - 777,000 square feet
- West Garage - 170,000 square feet
- South Regional Garage - 70,236 square feet
- One University Drive - 200,000 square feet

Florida International University - North Campus

3000 NE 145th Street

North Miami, Florida 33181

Contact: Mr. Brian Bitar, phone 305-919-5567, fax 305-919-5578

1996 - 2007

213,000 square feet

Description of work and services:

Janitorial and custodial services, routine and project work, 6 days a week, 16 hours a day (2 shifts), of Academic I & Academic II. This contract ended in January 2007 when FIU took custodial services in house.

State of Florida - Job Service and Benefit Center

Bureau of Financial Management

2660 W. Oakland Park Boulevard

Oakland Park, FL 33311,

Contact: Ms. Diane Blue, 954-487-1027

1995 - 1999

140,000 square feet

Description of work and services:

Janitorial and custodial services, routine and Project Work, for a complex of four buildings three stories high. When Vista was awarded this contract, the overall appearance of the building changed in a few month's time once Vista had refurbished the vinyl tile floors, scoured and scrubbed the bathrooms, removed stains from the carpets and washed and scoured the front entrance glass doors and windows. Again, Vista was congratulated for the contract work and employee performance, specifically because the vinyl tile floor in the busy computer area was kept clean and free of scuff marks, the outside areas were policed and cleaned each night, and all of the bathrooms and offices had a clean and neat look. This contract was extended 6 months beyond the term to prepare for a new contract, but VISTA was underbid.

EMERGENCY SERVICES

VISTA management is available 24 hours a day, 7 days a week to respond to any emergency, whether it be a natural or man-made disaster (flood/water damage, hurricane damage, tornado damage, fire damage, vandalism, etc). As documented in our letters of reference in Sections 4, 5 and 6 of this RFP bid package, we have earned and established a reputation for always responding promptly, no matter when disaster strikes.

The response time and emergency service VISTA provides to clients is no less than outstanding. It is the type of customer service most companies claim, but few deliver.

The following letter is mailed to each of our clients at the start of contract. For the City of Coral Gables, we provided the following letter to Dallas Brown, and Ron Van Eyk. We will provide a new letter if we are awarded RFP 2010.06.04, even though contact phone numbers have not changed.

Please note phone numbers have been deliberately excluded from this sample letter.

In the event an emergency occurs **after normal business hours**, please use the contact list provided below. Sergio Menendez is your first contact, Marie Black your second, etc.

- | | |
|--------------------|---|
| 1. Sergio Menendez | Cellular:
Nextel Walkie-Talkie:
Beeper: |
| 2. Marie Black | Cellular: |
| 3. Maria J. Haley | Cellular: |
| 4. James M. Haley | Cellular: |

As always, you may call our main office at 305-552-1973, which operates Monday through Friday, 7:00 am through 7:00 pm. You will never hear an automated message and we do not have an answering machine - **you will always reach a "live" person.** Our fax number is 305-552-6532 and our e-mail address is vistabms@bellsouth.net.

We are enclosing a wallet card with all of our numbers. We thank you for your continued confidence and hope that you will never have the occasion to use any of these emergency numbers.

Sincerely,

James M. Haley, President
Vista Building Maintenance Services, Inc.



July 27, 2006

To Whom It May Concern:

Vista Building Maintenance Services is currently under contract with Miami Dade Transit (MDT) to provide janitorial services at various Metrorail Stations and the William Lehman Rail Vehicle Maintenance facility.

Vista's performance with regard to this contract has been exemplary. Their management staff has demonstrated a very high level of professionalism at all times.

Recently, Miami Dade Transit experienced plumbing problems at one of our Administrative facilities requiring the services of a water extraction/carpet cleaning company. The County's Department of Procurement Management (DPM) suggested that MDT contact Vista to perform the work as Vista had successfully assisted DPM with tasks of this nature in the past.

Vista responded to the emergency within one and a half hours after being called with a full staff of employees and equipment and began work immediately. Their staff worked until the job was successfully completed performing tasks such as water extraction, carpet shampooing with deodorizer and germ control, and removal and replacement of boxes and office furniture.

Vista truly lives up to their company motto: "We don't cut corners, we clean them". For the aforementioned reasons, I recommend Vista for any and all janitorial and water extraction-related tasks.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrian Dennis-Jones'.

Adrian Dennis-Jones
Manager, Contracts & Maintenance
Facilities Maintenance Division

500 College Terrace
Homestead, Florida 33030-6009
(305) 237-5000 phone



Homestead Campus

May 19, 2006

Ms. Marie Haley-Black, CFO
VISTA Building Maintenance Services
8200 Coral Way
Miami, FL 33155

Dear Ms. Haley-Black:

I would like to take this opportunity to thank you for all your support and assistance during the past year. An excellent example was last year's hurricane season. These storms caught most of us by surprise and thanks to your assistance we were able to open our doors in a timely fashion. Your staff has always proven to be prompt, courteous and extremely resourceful. Their hard work and dedication before and after the storm is truly commendable. In addition, your personal updates at both of our outreach locations (MIA and Tamiami Airport) were crucial and well above the call of duty. We definitely could not have recovered so quickly without you or your staff's assistance.

I would also like to extend many thanks for all the hard work and dependability your staff consistently displayed during our special campus events; especially this year's Commencement exercises. This is a special event for our faculty, staff and students, one we look forward to every year. In addition, I was very impressed with the timeliness and effectiveness of execution of services rendered for our many campus functions, including our Environmental Fair.

On behalf of the entire campus, thank you once again and I look forward to working with you in future endeavors.

Sincerely,



Ms. Tania M. Acosta
Director, Administrative Services



Public Works and Transportation Department

Facilities Maintenance Division

115 S. Andrews Avenue, Room 501 • Fort Lauderdale, Florida 33301 • 954-357-6486 • FAX 954-357-5544

June 9, 2006

Mr. James M. Haley, President
VISTA Building Maintenance Services, Inc.
8200 Coral Way
Miami, FL 33155

Dear Mr. Haley:

We are approaching the third anniversary of contract number E-X-02-265-M1, JANITORIAL SERVICES FOR PARKING GARAGES for Broward County. I would like to thank you for your continued cooperation in complying with the contract specifications in place to assure quality service is provided under the contract.

As you know Vista's quality workmanship and adherence to the specifications of this contract resulted in the contract's initial renewal on July 16, 2005 and it's pending renewal again on July 17, 2006.

You and your staff have been very responsive to the needs of the county in adhering to these requirements. In addition, your adherence to administrative tasks, particularly the Living Wage reporting requirements is appreciated.

I commend you for regularly achieving the quality standards established by this contract. We have received compliments regarding the performance of your company and staff in achieving the quality of service expected by the contract. As one of our tenants said, "The place has never looked better".

Thank you for your attention to Broward County

A handwritten signature in cursive script that reads "Paul Curry".

Paul Curry
Maintenance Contract Supervisor
Facilities Maintenance Division

Maria Haley

From: Curry, Paul [PCURRY@broward.org]
Sent: Monday, October 29, 2007 7:56 AM
To: VISTA BUILDING MAINTENANCE SERVICES, INC.; Leslie, Dora
Cc: Mosley, Sherman; Overton, Liz; Tarquine, Henry
Subject: RE: End of Contract - Broward Garages # EX 02 265 M-1

Hello Jimmy,

Thank you for your fine service during the term of the contract. You and your staff have been very professional and conscientious in living up to all contract terms while providing service to the County. I look forward to your responses to future solicitations for services by the County. Again, thank you for a job well done.

Paul
954-357-6486

From: VISTA BUILDING MAINTENANCE SERVICES, INC. [mailto:vistabms@bellsouth.net]
Sent: Thursday, October 18, 2007 2:21 PM
To: Curry, Paul; Leslie, Dora
Cc: Mosley, Sherman
Subject: End of Contract - Broward Garages # EX 02 265 M-1

Following up on our conversation with Dora this morning, please note:

Last night all of VISTA's equipment was removed from all 4 garages.
All keys were returned to Mr. Mosley last night.
All four garages were left in good condition.

Thank you for the opportunity to be of service.

James M. Haley
VISTA Building Maintenance Services, Inc.

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Flagship LoungeSM

April 16, 2001

Mr. Jimmy Haley
President
Vista Building Maintenance
8200 Coral Way
Miami, FL 33155


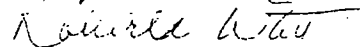
Dear Mr. Haley:

We are writing this letter to commend two of your employees that work in the American Airlines Flagship Lounge at Miami International Airport.

On Friday, April 13, our 4 AM employee did not come to work as scheduled. This was a problem since I did not even know how to make the coffee! Your employee, Ernesto Velez, came to my rescue putting out pastries, making coffee, etc. What a team player. It's a pleasure working with him.

On Sunday, April 15, we experienced a scheduling mistake. We had a new Service Assistant on duty to set up the opening buffet. Fortunately, for us, Juana Hernandez was familiar enough to know where everything was to be set up and pitched right in, helping our Service Assistant. Thanks to her helpfulness, we were able to open on time. She is always very pleasant and hard working. Juana is a great asset to your company as well as American Airlines.

Sincerely,

Mary Frances Vittorio
Roberta Watt

FLORIDA INTERNATIONAL UNIVERSITY



January 22, 1998

Ms. Stacey Weiss
Florida Department of Transportation
District IV Contractual Services Office
3400 West commercial Boulevard
Ft. Lauderdale, FL 33309-3421

Dear Ms. Weiss:

In the past, Florida International University has had serious problems with custodial contractors and the level of service provided to the University. Our experience with Vista Building Maintenance is not only refreshing, but very welcome.

While Vista has only been with the University since November 1995, their performance has not been unnoticed. Not only complaints have diminished to almost non-existent levels, but the overall appearance of the buildings under contract shows the pride Vista has in their work.

Currently, they have eight buildings under contract in this campus. I highly recommend them.

Sincerely,

FLORIDA INTERNATIONAL UNIVERSITY

Mayra Vazquez, Coordinator
Custodial Services

FIU SOUTH CAMPUS

Facilities Managem
University Park
Miami, Florida 33199

(305) 348-4000 • FAX (305) 348-4010

TDD via FRS (800) 955-8771 • Equal Opportunity / Equal Access Employer and Institution

OFFICE OF THE STATE ATTORNEY

JANET RENO
STATE ATTORNEY

INTER-OFFICE MEMORANDUM

TO: Herminio Enrique
Building Manager
Francis Mack Building
Operation Assistant

DATE: August 22, 1988

FILE OR
CASE NO.:

FROM:  Don Nelson
Executive Director

SUBJECT
OR CHG.:

We have noticed a remarkable difference in the appearance of the 6th and 9th floors since Vista Building Maintenance Service, Inc. has taken over maintenance of these floors.

In a short time, they have done an outstanding job of keeping the floors cleaned and waxed and the bathrooms clean.

We are very pleased.

DKN/pr

MIAMI-DADE COUNTY, FLORIDA**STEPHEN P. CLARK CENTER**

September 16, 2002

**DEPARTMENT OF PROCUREMENT MANAGEMENT
BIDS AND CONTRACTS DIVISION
111 N.W. 1st STREET
SUITE 2350
MIAMI, FLORIDA 33128-1989
(305) 375-5289
FAX: (305) 375-5409**

To Whom It May Concern:

This is a letter of recommendation on behalf of Vista Building Maintenance Services Inc.

Miami-Dade County has been doing business with Vista Building Maintenance for at least the past fourteen years and are very happy with the professional service they have provided us. A sampling of the sites they serviced are:

Downtown Government Center Complex, over two million square feet of office, library and museum spaces.

Metro Rail Stations, over twenty heavy rail stations with very high public usage serviced sixteen hours a day, seven days a week.

Medical Examiner's Office, high quality work required with personnel trained in working in bio-hazardous areas.

I would not hesitate in recommending this company to anyone involved in the procurement of Facilities Management or Custodial Services.

If I may be of further assistance please contact me at (305) 375-4258.

Sincerely,

A handwritten signature in cursive script, appearing to read 'A. Rodriguez'.

A. Rodriguez, Sr. Procurement Agent
Department of Procurement Management



June 2, 1995

Re: VISTA BUILDING MAINTENANCE
Contract No.: B-9059
State Proj. No.: 99904-5000
Description: Multifunctional Custodial Services-District Office

To: Whom Ever It May Concern

It is with great pleasure that I am writing this letter, I feel, to often, that quality work by contractor's and other vendor's go unrecognized. In today's society it is a pleasure when you come across a vendor who is quality and task oriented, organized, efficient, and cares not only about the customer but also about their employees.

I am the Facility Superintendent for the Florida Department Of Transportation, District Four Headquarters, located at 3400 West Commercial Boulevard Fort Lauderdale Florida, this facility is 120,000 s.q. feet with 600 employees. This facility conducts training, bid opening's, and other professional related services. We have a number of conference rooms, auditoriums and office's in addition to modular unit furniture.

As you are aware, its a full time job just in maintaining your facility, as it was in my case. When we awarded the contract for custodial services to Vista Maintenance I began to notice a difference first in the areas that had been neglected for a number of month's by our last vendor, then I noticed that I was no longer receiving complaint's from employee's about sanitary problem's and the appearance of the facility as I had been in the past. Over the past year I have been able to focus more of my attention on other facility related issues, thank's to Vistia Building Maintenance serves.

As you know from time to time you will have a problem develop and that's OK it's what happen's after the problem occurs that counts, this is were Vista shines and stands out from the rest, a plan is immediately developed and implemented to resolve any problem. In order to be able to solve problems in this manner you must have an outstanding team of supervisor's and employee's and this is what you will find when you obtain the services of Vista Building Maintenance.

Annex 19.a. (Page 1 of 2)

You will be 100% satisfied with the services from Vista Building Maintenance, If anything can be said about family owned and operated businesses is that the type of quality and effort that goes into your job is un-matchable by any other, that is what can be expected from Vista.

Please feel free to contact me for any further information regarding the services that are being received by Vista. Upon request and appointment I will be proud to open my doors for a close inspection of our housekeeping.

If I can be of any further assistance please contact me at (305) 777-4096.

Sincerely,

A handwritten signature in cursive script that reads "Jerry Karp".

Jerry Karp
District 4, Building Superintendent

Annex 19.a. (Page 2 of 2)

TRANSITIONAL PLAN / PROJECT APPROACH

If awarded this new RFP, VISTA will meet with the building manager at the City of Coral Gables to discuss any changes in VISTA personnel he may wish to make or any concerns he may have.

We will follow our current staffing schedule, which meets the requirements of RFP 2010.06.04, but we will stress to our employees that the tasks they perform may be changed at the building manager's discretion. Each employee will agree to clean at any one of the facilities or perform any other required janitorial services that may be normally performed by another custodian.

VISTA continually keeps the City of Coral Gables citywide facilities up to standard and has recently deep cleaned the majority of the citywide facilities in this RFP, including:

- Stripping and waxing the vinyl tile lunchroom/meeting room in the Maintenance and Storage facility, July 2010
- Machine scrubbed the bathroom floors and showers, July 2010
- Shampooed carpets in City Hall, Building and Zoning, July 2010
- Shampooed carpets in Golf Shop July 2010, (Emergency e-mail from Gail), no charge

The citywide facilities for the City of Coral Gables are currently up to standard. We will work closely with the Building Manager to schedule any additional work he would like done.

We will strive to make the transition into this new contract from our existing contract as transparent as possible for the City of Coral Gables and our employees:

- Our existing custodial staff has already been processed by The City of Coral Gables for the required badging/keys/key cards to access City buildings and would not require new badging/keys should the City of Coral Gables so decide.
- Our existing custodial staff has been drug tested and has a clean police record
- Our existing custodial staff is trained and they are familiar with the scheduling requirements and specifications of the existing contract. The first day of this new contract will run as usual.
- Our equipment, materials and supplies are already on site at the citywide facilities. We will continue to rotate out any damaged or worn equipment during the term of our contract.

We are familiar with the City's scheduling of seasonal and annual work (Youth Center deep cleaning at the end of summer camp, Farmers Market, Venetian Pool) and we have an experienced crew to work these events.

VISTA's equipment is checked at the start of each shift for signs of wear and tear (we tell our custodians to check the vacuum's bag to make sure it is not full, check the vacuum cord for exposed/frayed wires, etc). Supervisors also inspect equipment when they visit citywide facilities, at least twice a week.

Our Workers Comp Carrier performs annual safety inspection visits to ensure that our janitorial closets are kept in an orderly condition, proper wet floor signs are available and that chemicals are properly labeled and stored.

James M. Haley is 100% owner of VISTA. VISTA's main office is located at 8200 Coral Way, Miami, FL 33155 - we are located just minutes away from all of Coral Gables' citywide facilities.

CORPORATE SAFETY POLICY

For the protection and safety of our employees, and the people who use the facilities we service, VISTA has developed mandatory programs in order to instill a safety consciousness in our workforce. These programs are:

- Safety Training: Video Instruction & On-the-Job Training
- Safety Protocol Reinforcement: On-the-job instruction, newsletters, payroll inserts
- Safety Committee: Quarterly

At new hire orientation, all employees receive safety training via video instruction, designed specifically for the janitorial industry. The video covers topics such as: removing spills and obstructions, reporting all injuries, the safety committee, the importance of being careful (walking, not running), swinging doors, horseplay, equipment maintenance, and other basic issues which nevertheless warrant explanation and repetition.

Through on-the-job training, payroll inserts, newsletters, and the Policies and Procedures Manual, employees receive constant reminders of important safety protocol. For example, at roll call, supervisors periodically review important safety procedures so that employees will perform certain tasks as second nature. For example, wet floor signs are a must. Workers must immediately place such signs inside and outside of bathrooms before they start cleaning them. They must also use them to indicate the location of spills, or to alert the public that hallways are being spray buffed. Whenever it rains, custodians are instructed to place a wet floor sign at all building entrances since patrons will constantly track water into the building, thereby creating a hazard.

VISTA has also established an official Safety Committee (SC) which is monitored by our insurance company. The SC meets at least quarterly and consists of employees from virtually all client locations. It is comprised of management, supervisors, lead workers, and custodians. The SC will address any breaches of safety that may have occurred since the last meeting and will discuss how to address any problems. Management will invite insurance company or chemical company representatives to review various topics. The committee may also preview and suggest videos before they are shown to the rest of the workforce. VISTA's management will also use this opportunity to reinforce uniform methods of performing certain janitorial tasks so that workers have consistent information. For example, we may review the proper way for an employee to sweep a stairwell so as to minimize risk of injury. Such lessons help ensure the safety of both our employees as well as the public.

CORPORATE SAFETY POLICY

For the inspection, detection, and correction of unsafe working conditions, VISTA employs the following:

- Safety Committee
- Insurance Company Spot Checks
- Management Inspections

As described in the above section, the Safety Committee will address any breaches of safety protocol and will address ways to educate the employees and prevent future mishaps. Management will address any safety issues in between SC meetings. Typically, if there is a mishap, management will use the Employee Newsletter as a means to disseminate information without embarrassing a particular employee; for example, we may reprint a policy statement from our employee manual regarding the use of wet floor signs or a reminder to inspect all equipment for defects.

Our insurance company also sends a safety consultant to perform spot checks at client sites and provide reports of any unsafe conditions which we need to address. Similarly, upper management conducts random inspections of the facilities. Management visits each facility on a weekly basis and addresses concerns immediately. Supervisors and custodians are also reminded that because they are our eyes and ears on a daily basis, they need to report infractions or unsafe conditions, no matter how small.

Some safety concerns are outside of our control (e.g., an obstruction to a fire exit). Nevertheless, we report such matters to the building manager, maintenance, or appropriate department who are often grateful for the opportunity to correct hazards before incidents occur.

OSHA

VISTA provides an extensive OSHA Manual at each job site and also prominently displays OSHA job safety posters. Due to the nature of our business, we do not use harmful substances. We use only state-approved chemicals and follow all labeling guidelines and provide MSDS books at each job site as well. All employees are given thorough instruction on the proper use of chemicals and equipment before being allowed to work independently. We maintain first aid kits and first aid instructions at each location as well.

In the event that a custodian must work in a hazardous environment due to the nature of the client's operations, we comply with all appropriate safety precautions. For example, the custodians working at the Medical Examiner's Office were given

full body suits to cover their arms and legs, thick rubber gloves and boots, face masks, and eye goggles. In addition, they were required to undergo Hepatitis B vaccinations (or sign an informed consent waiver). They were also given special instruction on the proper handling and disposal of infectious waste.

SAFETY RULES FROM EMPLOYEE MANUAL

The following rules are company policy. They have been developed and are enforced for everyone's protection and benefit.

I. EMPLOYEES

II.

- A. Work in a safe manner at all times. Always be conscious of the potential for injury. **DO NOT COMMIT AN UNSAFE ACT.**
- B. Notify your supervisor/foreperson immediately if you are injured or involved in an accident.
- C. Any condition or equipment that is unsafe or dangerous should be reported to your supervisor/foreperson immediately.
- D. Do not impair the effectiveness of safety or fire fighting equipment.
- E. Know the exact location and proper use of fire alarms and extinguisher. Also, be familiar with all exit routes for your locations.
- F. **NO SMOKING** while dumping trash or working in any area inside the building.
- G. Dress appropriately for work. No bare feet, open-toe shoes or high-heeled shoes allowed.
- H. Wear rubber gloves and goggles when using harsh, caustic or corrosive chemicals.
- I. Never mix chemicals unless instructed by your supervisor/foreperson.
- J. Keep your hands, arms and feet out of trash cans, chutes and dumpsters.
- K. Walk quickly but do not run when working. Use the handrail when going up or down stairs and use caution when opening doors.
- L. Always use proper lifting procedure.
- M. When working overhead or cleaning/hanging lights, wear goggles to avoid getting anything into your eyes.
- N. Make sure all electrical equipment is **OFF** before plugging it in. Unplug electrical cords carefully and do not trip, vacuum or scrub over them.
- O. Position all supplies and equipment in a safe manner while working; return to proper storage when finished.
- P. Do not leave trash in carts or closets overnight unless instructed by your supervisor/foreperson. Place cigarette butts in a metal can, not in the trash.

- Q. Position ladders firmly on the floor or ground; climb and descend with caution. Do not overreach or use chairs, boxes or furniture instead of ladder.
- R. Do not force elevator doors open or prevent them from closing. Beware of a dark elevator; it may be an open shaft.
- S. Soak all oily rags in water before disposal; store treated dust mops in a covered, metal container.

T. II STAFF

a.

- A. Acts as an advisor to Safety Committee on safety-related policy-making matters.
- B. Assist with the review and audit of safety training sessions.
- C. Assist with the review and audit of accident investigations and corrective action.
- D. Review and audit evaluations for safety.
- E. Review accident and injury records.
- F. Assist in on-going evaluation of effectiveness of safety program. Recommend modifications, changes, deletions as situations change.
- G. Distribute to all levels of management information relating to legislative changes addressing safety standards and methods of compliance.
- H. Administer the Corporate Motor Vehicle annual audit.
- I. Provide statistical accident analysis information and safety-related performance audits to all levels of management.
- J. Participate in decisions addressing safety and loss control relating to new business, a change in operations, purchase of equipment, chemicals, materials and supplies.

QUALITY CONTROL PROGRAM

VISTA's training programs, employee reference manuals, and inspection and reporting procedures assist us in meeting our goal to continually improve our services to The City of Coral Gables and to consistently meet or exceed contract requirements.

For our existing, RFP performance based contracts (Miami Dade Public Library System and the Joseph Caleb Community Center), we have developed a Performance Standards Checklist for our clients' use to evaluate the cleanliness of their facilities. This check-list is modified in-house and a copy is included at the end of this section.

Our quality control program starts during new hire orientation. Each employee is thoroughly trained before allowed to work alone. Our supervisors, who are typically long time employees who started as custodians, are trained to monitor their crews, evaluate schedules and provide corrective instructions whenever necessary.

Planning and scheduling assignments are crucial factors to controlling workloads and maximizing efficiency of our work force. On a daily basis, management will talk with on-site supervisors to discuss the status of work completed and in progress, schedule project work that may need to be done or special requests made by the client, etc. Supervisors review employee work on a daily basis at varying times.

Our Supervisors inspect citywide facilities at least twice a week. VISTA field managers also make weekly scheduled and unscheduled (random) site inspections.

REMEDIAL ACTION:

Whenever a deficiency is reported, whether by a client, supervisor, or the general or operations manager, the concern is immediately addressed. Management will research the concern to learn "why" the deficiency occurred in the first place so that corrective action can be taken.

For example, if an employee failed to perform a task, we will find out whether there was an unusual event (e.g., a door was locked when it should have been left open, or perhaps the employee was redirected to address an emergency).

If the error was due to some fault or oversight by the employee, he or she may receive a verbal or a written reprimand, depending on the nature of the deficiency. The employee will be reminded of the correct procedures to be implemented, and, in some cases, will receive remedial training. Depending on the severity of the deficiency, in some cases, employees may be placed on probation or even terminated as a last resort.

We also use the following forms for our Quality Control Program:

QUALITY CONTROL PROGRAM

VISTA Phone Log: This form is a log for phone calls regarding client requests, issues or complaints.

Notice of Changes to Payroll: This form is used by our accounting department to document and approve any changes in our payroll system to an employee's shift, position, rate of pay, or accrual rate for paid days off. The approved form is filed in the respective employee's personnel file.

Training Video Checklist: This form records the dates that employees have watched a particular video from our training library. This form is kept in each employee's personnel file.

Vista

SUPPLIES ORDER FORM

ORDER DATE: _____ TAKEN BY: _____ REQUESTED BY: _____

LOCATION: _____ DELIVERY DATE: _____ BY: _____

FILL IN THE BLANKS THE AMOUNT NEEDED.

Broom:	Regular	Toy		
Carpet:	Bonnet	Sprayer		
Hand Towels:	C-Fold	M-Fold	Rolls	
Can Liners:	48"	33"	4½"	
Mop:	Complete	Heads	Handle	
Pads:	Red S/Buf	Black/Scrub	High speed	
Spray Bottles:	Complete	Cap only	Toilet brush	
Squeegee:	Complete	Rubber only		
Toilet Tissue:	2-Ply	Jumbo-Roll		
Vacuum:	Bags	Belts	Brush rolls	
Sealer:	Concrete	Tile		
Carpet:	Shampoo	Protection	Stain Remove	
Soap:	Mopping Mix	Mopping Conc.		
	Hand Mix	Hand Conc.	Hand bars	
Miscellaneous:	Rags	San	Gloves	Seat Covers
	Ajax	Blea	Deodorant	Extension cords
	Wax	Strip	Rex-O	Dust Pans
	Lemon-Oil	Am	Steel Brite	Window cleaner
	Buckets	Oth	Other	Spatula

VISTA

EMPLOYEE: _____

JANITORIAL INSPECTION REPORT
BATHROOMS AND ENTRANCES

<i>Date of Inspection:</i>	<i>Floor Area</i>	<i>Comments</i>	<i>Date correction promised</i>	<i>Next Insp.</i>	<i>Corrected</i>	
					<i>Yes</i>	<i>No</i>
Bathrooms spills						
Dispensers/Cabinets						
Divisions tops						
Bathrooms- Mach. Scrub						
Mirrors and A/C Vents						
Paper supplies						
Sinks						
Toilet /Seats						
Urinals/Stalls						
Walls/Switches						
Window sills/Ven. blinds						
Stainless Steel						
Cob Webs In/Out						
Hard floor s/buff						
Elevators,walls, doorss						
Escalator-Rail/sides						
Floor baseboards						
Stairwells debris						
Side walks-walkways						
Supply room						

Supervisor's Signature: _____ Date: _____

Employee's Signature: _____ Date: _____

Vista

DATE OF REPORT: _____

EQUIPMENT REPAIR/SERVICE REQUEST

Offices & Public Areas Inspection

Building: _____ **Date:** _____ **2010**

****NOTE: REPORT LEAKS-----WATER DAMMAGES--**

Date of Inspection(Fecha):	Floor Area or Room/Office Number (Area, o numero de oficina o cuarto)	Comments (Comentarios)	Correction promised (Se arreglará)	Next Insp. (Próxima inspección)	Corrected (Corregido)	
					Yes	No
A/C Vents/Cobwebs (Rejillas de A/C y Telarañas)						
Ash Trays (Ceniceros)						
Dusting/ file cabinets (Desempolvar archivos)						
Doors -front /behind- (Puertas -frente y atrás-)						
Carpet (Vacuuming) (Dar aspiradora en alfombras)						
Carpet (Spot Clean) (Manchas de las alfombras)						
Floors/ Spray-buff (Pisos / Brillo con máquina)						
Floors/Ceramic tiles/ Wet mop (Pisos/lozas de cerámica/ Mapear)						
Glass Doors/Wall/Switches (Puertas de cristal/paredes)						
Light fixtures (Lamparas/luces)						
Picture frames (Marcos de cuadros)						
Recyclable materials (Materiales reciclables)						
Tables, desks, chairs (Mesas, escritorios, sillas)						
Telephones, clocks (Teléfonos, relojes)						
Trash cans, waste baskets (Latones de basura)						
Venetian Blinds (Ventanas Venecianas)						
Walk-off mats (Alfombritas de seguridad)						
Water fountains (Fuentes de agua)						
Windows In/Out (Ventanas Dentro/Fuera)						
Windows Sills (Marcos de las ventanas)						

Supervisor's Signature: (Firma del supervisor) _____ Date:(Fecha) _____

Employee's Signature: (Firma del empleado) _____ Date:(Fecha) _____



Total Compliance Network, Inc.

Drug Free Workplace Programs

5440 NW 33rd Avenue Suite 106
Ft. Lauderdale, Florida 33309
(954) 677-1200 Phone
(954) 677-1201 Fax

February 13, 2007

To Whom it May Concern:

Total Compliance Network implemented a State of Florida Drug Free Workplace Program for the company listed below. TCN also provided the below-indicated services. If you have any questions, please feel free to contact me at my office, (800) 881-4826. This company is in compliance with our Florida DFWP .

Company Name: **Vista Building Maintenance Services, Inc.**

Address: **8200 Coral Way
Miami, FL 33155**

Telephone #: **(305) 552-1973**

Contact Person: **Maria Haley, Office Manager**

Date TCN Implemented program with the above contact person: **February 4, 1999.**

TCN provided the above-named company with a Compliance Manual which includes:

1. An Employee handbook containing company policy and all necessary information (i.e., Information on where to seek help, medications that affect the outcome of a drug test, etc.).
2. Initial 60-day Drug Free Workplace notification.
3. Employee agreement forms, including company disciplinary action.
4. A Supervisor's handbook.
5. Information to post in conspicuous locations (signs, posters).
6. Additional forms and agreements (rehabilitation, notification of positive test results, etc.).

TCN has also set up a drug screen collection site, AHCA or NIDA certified testing laboratory, on-staff Medical Review Officer, results reporting (telephone and hard copy) and billing.

TCN has instructed the above-named contact person on the following procedures:

1. Distribution of 60-day Drug Free Workplace notification.
2. Conducting the Employee meeting including distribution of Employee handbook, educational material and collection of signed paperwork.
3. Drug testing requirements and procedures for testing:
 - a. Job Applicants
 - b. Post-accident
 - c. Reasonable suspicion
 - d. Return-to-work.
 - e. Random (if applicable).
 - f. Routine fitness-for-duty.

TCN will also continue to act as a consultant for any questions regarding this program, but will not be held responsible for any company's negligence or inability to perform the State of Florida Drug Free Workplace requirements using TCN or TCN materials.

Total Compliance Network Representative _____
Carole Izzi



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2010

PRODUCER (954)943-5050 FAX: (954)943-5417

Frank H. Furman, Inc.

1314 East Atlantic Blvd.

P. O. Box 1927

Pompano Beach

FL 33061

INSURED

Vista Building Maintenance Services, Inc.

8200 Coral Way

Miami

FL 33155

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Charter Oak Fire Ins Co

25615

INSURER B: Travelers Ind Co of America

25666

INSURER C: Technology Insurance Company

42376

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	6603616N096COF	3/30/2010	3/2/2011	MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				
	ALL OWNED AUTOS	810918K4246TIA	3/17/2010	3/2/2011	BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> Y			E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below	TWC3231469	3/2/2010	3/2/2011	E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Bid #2004-04-01 Janitorial Services

The City of Coral Gables is an Additional Insured with respect to General Liability as required by contract as per form CGD2520805. Thirty (30) days notice of cancellation applies, except *10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Frank Furman, Jr/JC

ACORD 25 (2009/01)

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CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 7

Request for Proposal (RFP) No 201.06.04

7.0: PROPOSAL PRICING SCHEDULE

7.1 PROPOSAL PRICING SCHEDULE FORM

Failure to provide all requested documentation in a sealed envelope may deem the proposal non-responsive. Proposers should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if applicable. Failure to follow these instructions may be considered grounds for excluding a proposal from further consideration.

Proposer shall submit a Proposal expressing its interest in providing the services described herein. To receive consideration, this Request for Proposal must be submitted in its entirety, with all forms executed. Proposals must be typed or printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Pricing Schedule Form. Failure to submit this form in a separate sealed envelope may deem your Proposal non-responsive. Additional information shall be attached behind this form, carefully cross-referencing each item number and/or letter.

PROPOSERS NAME: VISTA Building Maintenance Services, Inc.

CONTACT NAME / TITLE: James M. Haley

SIGNATURE:  DATE: July 28, 2010

ADDRESS: 8200 Coral Way, Miami, FL 33155

TELEPHONE 305-552-1973 FACSIMILE 305-552-6532 EMAIL: vistabms@bellsouth.net

PROPOSAL PRICING SCHEDULE

PRICING PROPOSAL SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE

Failure to comply with this request shall deem your proposal null and void, and will be rejected.

See form attached...

STANDARD CONTRACT PRICING

For general accounting list each price separately for each Facility.

<u>Location</u>	<u>Price per month</u>	<u>Price per Year</u>
City Hall 405 Biltmore Way	\$ 2,265.25	\$ 27,183.00
City Hall Annex 427 Biltmore Way	\$ 1,165.07	\$ 13,980.84
Coral Gables House 907 Coral Way	\$ 565.86	\$ 6,790.32
Central Police / Fire Station 1 2801 / 2815 Salzedo Street	\$ 7,686.66	\$ 92,239.92
Central Police Annex / Radio Shop 2800 SW 72 nd Avenue	\$ 597.71	\$ 7,171.52
Granada Club House 2001 Granada Boulevard	\$ 1,011.82	\$ 12,141.84
War Memorial Youth Center 405 University Drive	\$ 9,015.41	\$ 108,184.92
Maintenance & Storage Facility 2800 SW 72 nd Avenue	\$ 6,649.21	\$ 79,790.52
Salvadore Park Tennis Center 1120 Anastasia Avenue	\$ 310.16	\$ 3,721.92
Phillip Park 90 Menores Avenue	\$ 310.16	\$ 3,721.92
Biltmore Tennis Center 1150 Anastasia Avenue	\$ 310.16	\$ 3,721.92
Coral Gables Museum 285 Aragon Avenue	\$ n/a	\$ n/a
Trolley Depot 4133 LeJeune Road	\$ 306.64	\$ 3,679.68
<u>Total for Routine Services</u>	\$ 30,194.11	\$ 362,329.32
<u>Location</u>	<u>Price per month</u>	<u>Price per Season</u>
City Hall (Farmers Market) 405 Biltmore Way	\$ 184.80	\$ 597.04
Venetian Pool 2701 DeSoto Boulevard	\$ 2,413.99	\$ 7,242.26
<u>Total for Seasonal Services</u>	\$ 2,598.79	\$ 7,839.60

NOTE: THE CITY OF CORAL GABLES RESERVES THE RIGHT NOT TO HAVE THE CONTRACTOR SUPPLY PRODUCTS FOR THE ABOVE LOCATIONS, IF IT IS IN THE BEST INTEREST OF THE CITY TO DO SO. IF THE CITY DECIDES NOT TO HAVE THE CONTRACTOR SUPPLY THESE PRODUCTS, THE CITY WILL PURCHASE THEM FROM A SOURCE OF THEIR OWN CHOOSING AND WILL SUPPLY THEM TO THE CONTRACTOR AT NO CHARGE.

SPECIAL REQUESTS

PRICING FOR SQUARE FOOTAGE ITEMS: (PLEASE REFER TO SECTION 2.32 PRICE QUOTES)

<u>Category</u>	<u>Price sq/ft</u>
Shampoo of Carpets	\$ 0.0898
Stripping & Refinish Floors	\$ 0.2095
High Pressure Cleaning	\$ 0.0316
Degreasing Concrete Floors	\$ 0.0416
Pricing for labor extras per person hourly rate	\$ 9.21 / hr.

VISTA BUILDING MAINTENANCE SERVICES, INC.

James M. Haley, President

July 27, 2010

June 2010
City of Coral Gables, FL

RFP No.2010.06.04
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