



City of Pembroke Pines

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
CLEAN FREEK'S JANITORIAL SERVICES, LLC.**

THIS AMENDMENT ("Second Amendment"), dated March 28, 2024, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

CLEAN FREEK'S JANITORIAL SERVICES, LLC., a Limited Liability Company as listed with the Florida Division of Corporations, with a business address of **240 NW 9th Street, #1, Pompano, FL 33060**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **August 18, 2021**, the Parties entered into an Agreement ("Original Agreement") for the provision of janitorial services for the CITY's Fire Department for an initial **two (2) year** period, commencing on **October 1, 2021** and naturally expiring on **September 30, 2023**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for an additional **two (2) year** period pursuant to a written amendment to the Original Agreement extending the term thereof; and,

WHEREAS, on **October 27, 2021**, the Parties executed the First Amendment to amend the Term of the Original Agreement to commence on **April 1, 2022** and expire on **March 30, 2024**; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement, as amended, for an additional **two (2) year** period, which shall commence on **April 1, 2024** and naturally expire on **March 30, 2026**, as set forth in this Second Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and



City of Pembroke Pines

correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for an additional **two (2) year** period, which shall commence on **April 1, 2024** and naturally expire on **March 30, 2026**.

SECTION 3. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section.

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.



City of Pembroke Pines

4.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect



City of Pembroke Pines

to all provisions contained in this Second Amendment.

SECTION 9. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

A blue ink signature of Paul Hernandez.

Print Name: Paul Hernandez
OFFICE OF THE CITY ATTORNEY

BY:

A blue ink signature of Mayor Frank C. Ortis.

MAYOR FRANK C. ORTIS

ATTEST:

DocuSigned by:

A blue ink signature of Marlene D. Graham.

E858EEEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK
March 28, 2024

DocuSigned by:

BY:

A blue ink signature of Charles F. Dodge.

47B966ECFDAD4AC...

March 27, 2024

CHARLES F. DODGE, CITY MANAGER

DS



CONTRACTOR:

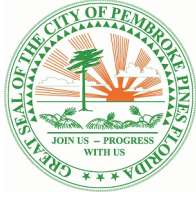
CLEAN FREEK'S JANITORIAL SERVICES,
LLC.

Signed By:

A blue ink signature of Dwight Daniels.

Printed Name: Dwight Daniels

Title: Owner



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 9.

File ID: 24-0212

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 03/06/2024

Short Title: Contracts Database Report - March 20, 2024

Final Action: 03/20/2024

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) Clean Freek's Janitorial Services, LLC. - Janitorial Services for the City's
Fire Department - Renewal

**ITEM (B) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE,
THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS
PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO
SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

(B) TPR Education, LLC - Tutor.com - Non-Renewal

***Agenda Date:** 03/20/2024

Agenda Number: 9.

Internal Notes:

Attachments: 1. Contracts Database Report - March 20th, 2024, 2. A. Clean Freeks Janitorial Services LLC -
Janitorial Services for the FD (AB), 3. B. TPR Education-Tutoring Services (Fairfax) (ABD)

Related Files:

1	City Commission	03/20/2024	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Castillo, and Commissioner Good Jr.				
Nay: - 0				

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension

Agenda Request Form Continued (24-0212)

date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

- 2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
- 3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Clean Freek’s Janitorial Services, LLC. - Janitorial Services for the City’s Fire Department - Renewal

- 1. On August 18, 2021, the City entered into an Agreement with Clean Freek’s Janitorial Services, LLC. for the provision of janitorial services for the City’s Fire Department for an initial two (2) year period, commencing October 1, 2021, and naturally expiring on September 30, 2023.
- 2. On October 27, 2021, the Parties entered into the First Amendment to amend the term of the Original Agreement to commence on April 1, 2022, and naturally expire on March 30, 2024.
- 3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for an additional two (2) year renewal term upon mutual consent, evidenced by a written Amendment extending the term thereof.
- 4. The Fire Department recommends that the City Commission approve this Second Amendment to renew the term for an additional two (2) year period, which shall commence on April 1, 2024, and naturally expire on March 30, 2026, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$140,000.00 for the 2-year renewal term (\$70,000.00 annually)
- b) **Amount budgeted for this item in Account No:**
Funds are available in account # 001-529-4003-534950-0000-000-0000- for the following locations: Pembroke Pines Fire Rescue Station 69 Annually, Pines Fire Training Facility, and Fire Department Garage.

Funds are available in account# 001-529-4003-534950-0000-000-0000-00911 for the Dispatch Center on the 2nd floor of Station 101.
- c) **Source of funding for difference, if not fully budgeted:** N/A
- d) **3-year projection of the operational cost of the project:**

	FY2023-2024	FY2024-2025	FY2025-2026
Revenues	\$.00	\$.00	\$.00
Expenditures	\$35,000.00	\$70,000.00	\$35,000.00

Agenda Request Form Continued (24-0212)

Net Cost	\$35,000.00	\$70,000.00	\$35,000.00
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e) Detail of additional staff requirements: NA

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Yes, see attached.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Estimated annual savings of \$115,218. See attached for further details.

(B) TPR Education, LLC - Tutor.com - Non-Renewal

1. On March 20, 2023, the City entered into an Agreement with TPR Education, LLC d/b/a The Princeton Review for an initial one (1) year period which will expire on July 31, 2024.
2. TPR Education, LLC provides the City's Charter School student population with additional academic support resources through an online platform through which students can obtain academic support.
3. Section 5 of the Original Agreement authorizes the renewal thereof for five (5) additional one (1) year renewal terms upon written mutual consent of the parties.
4. The City's Charter Schools will not be renewing the agreement for additional terms since low usage does not support the cost of continued service. The agreement will expire on July 31, 2024.



City of Pembroke Pines

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
CLEAN FREEK'S JANITORIAL SERVICES, LLC**

THIS AMENDMENT ("First Amendment"), dated October 27, 2021, is by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

CLEAN FREEK'S JANITORIAL SERVICES, LLC, a Limited Liability Company (LLC) as listed with the Florida Division of Corporations, with a business address of **240 NW 9 ST , #1, Pompano Beach, FL 33060**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, pursuant to Invitation for Bids "IFB # FR-21-02, on **August 18, 2021**, the Parties entered into the Janitorial Services Agreement for the City's Fire Department ("Original Agreement") for an initial **two (2) year period**, commencing on **October 1, 2021** and naturally expiring on **September 30, 2023**; and,

WHEREAS, CONTRACTOR's is unable to start performing the janitorial services on the commencement date as set forth in the Original Agreement; and,

WHEREAS, the Parties desire to amend the dates of service of the Original Agreement to commence on **April 1, 2022** and expire on **March 30, 2024** as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this First Amendment, or any subsequent amendment, which is in ~~striketrough type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.



SECTION 3. Section 3.1 of the Original Agreement is hereby revised and amended as set forth below:

3.1 CONTRACTOR shall perform the janitorial services associated with the Property as more particularly identified in **Exhibit "A"** attached hereto and by this reference made a part hereof, for a **two (2) year** period commencing on ~~October 1, 2021~~ **April 1, 2022** and expiring two (2) years thereafter on ~~September 30, 2023~~ **March 30, 2024**.

SECTION 4. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 **Definitions for this Section:**

5.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.



5.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.



City of Pembroke Pines

SECTION 9. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

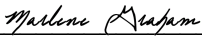
SECTION 10. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

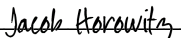
ATTEST:

DocuSigned by:

 E858EEE04EEF4F3...
 MARLENE D. GRAHAM, CITY CLERK
 October 27, 2021

By: DocuSigned by:

 47B966ECFDAD4AC...
 CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:

 833DB27BB2774A7...
 Name: Jacob Horowitz
 OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

**CLEAN FREEK'S JANITORIAL SERVICES,
 LLC**

Signed By: 

Name: Dwight Daniels

Title: Owner



City of Pembroke Pines

JANITORIAL SERVICES AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this 18th day of August, **2021**, entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY"),

and

CLEAN FREEK'S JANITORIAL SERVICES, LLC, a Limited Liability Company (LLC), as listed with the Florida Division of Corporations, with a business address of **240 NW 9 ST, #1, Pompano Beach, FL 33060** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **June 22, 2021**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **janitorial services for CITY's Fire Department**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

Invitation for Bids ("IFB") # FI-21-02 **"Janitorial Services for the Fire Department"**

1.2 On **July 20, 2021**, the bids were opened at the offices of the City Clerk.



1.3 On August 18, 2021, the CITY Commission awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to provide **janitorial services for the CITY's Fire Department**, at the four (4) CITY locations ("Property") more particularly described in and in accordance with the specifications outlined in "**IFB # FI-21-02**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.5 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.6 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.



2.7 **Return of Keys.** Upon completion of services rendered or termination of this agreement, CONTRACTOR must promptly return to CITY all CITY keys and/or access cards. By agreeing herein, CONTRACTOR understands that any loss or failure to return a CITY key shall subject CONTRACTOR to the costs associated with key replacement and/or re-keying. For keys unlocking several doors, replacement and re-keying costs can be substantial. In case of failure to return a key and failure to pay for key replacement and/or lock re-keying, CONTRACTOR understands that CITY shall enforce by all legal means its right to repayment for all costs incident to key replacement and/or lock re-keying.

ARTICLE 3 **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the janitorial services associated with the Property as more particularly identified in **Exhibit "A"** attached hereto and made part hereof, for a **two (2) year** period commencing on **October 1, 2021** and expiring two (2) years thereafter on **September 30, 2023**.

3.2 This Agreement may be renewed for **one (1) additional two (2) year** term upon mutual consent of the Parties, evidenced by a written Amendment to this Agreement extending the term hereof.

3.3 **Post Contractual Obligations.** In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing **thirty (30) calendar days** of written notice to CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 **Default by CONTRACTOR.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

3.6 **Immediate Termination for Cause.** This Agreement may be terminated by CITY for cause, effective immediately if CITY believes performance by CONTRACTOR poses an immediate threat to the health, safety, or welfare of the public, the CITY, a CITY employee, and/or an individual participating in a CITY sponsored activity.



ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 CITY hereby agrees to compensate CONTRACTOR monthly for services actually performed and properly invoiced by CONTRACTOR pursuant to the terms of this Agreement and in accordance with the pricing set forth in Exhibit "B", attached hereto and made a specific part here of by this reference. The total annual amount paid by CITY to CONTRACTOR shall not exceed **SEVENTY THOUSAND DOLLARS AND 00/100 CENTS (\$70,000.00)**, which includes an owner's contingency in the amount of **THREE THOUSAND ONE HUNDRED AND NINETY-SEVEN DOLLARS AND 40/100 CENTS (\$3,197.40)** for Special Services as more particularly described in Exhibit "A", attached hereto and made a specific part hereof.

4.2 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 **Method of Billing and Payment.** The CITY shall within thirty (30) days, from the date the CITY's Fire Chief or his/her assignees approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Fire Chief or his/her assignees. Payment will be made to CONTRACTOR at:

Clean Freek's Janitorial Services, LLC
240 NW 9 ST., #1
Pompano Beach, FL 33060

4.4 **Owner's Contingency.** The owner's contingency authorizes the CITY to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. It is hereby understood and agreed that the CONTRACTOR shall not expend any dollars in connection with the owner's contingency or allowance without the expressed prior written approval of the CITY's authorized representative. Any owner's contingency funds that have not been utilized at the end of the project will remain with the CITY, the CONTRACTOR shall only be paid for the total amount not to exceed as approved by the City Commission along with any owner contingency expenses that were approved by the CITY's authorized representative.

ARTICLE 5

CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 above. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.



ARTICLE 6

INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent acts or omissions of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

6.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

6.4 CONTRACTOR shall be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

6.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7

INSURANCE

7.1 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work



on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐ 7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this**



coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No



7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No



7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No



7.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No



7.6.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.



The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ ✕

7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

☒

7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✕

7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✕

7.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ ✕

7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the



later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✕

7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✕

7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✕

7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ ✕

7.6.13 Other Insurance

7.7 REQUIRED ENDORSEMENTS



- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9



INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10 **AGREEMENT SUBJECT TO FUNDING**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 11 **UNCONTROLLABLE FORCES**

11.1 Neither CITY nor CONTRACTOR 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 non-performing 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, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 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.

ARTICLE 12

GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13

SIGNATORY AUTHORITY

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 14

DEFAULT OF CONTRACT & REMEDIES

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

14.2 **Correction of Work.** If, in the judgment of CITY, services provided by CONTRACTOR do not conform to the requirements of this Agreement, or if the services performed by CONTRACTOR exhibit poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the services to bring the services into conformance without additional cost to CITY, and shall replace any personnel who fails to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

14.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

14.3.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

14.3.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's Fire Chief or his/her assignees relative thereto.

14.3.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's



default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

14.3.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

14.3.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

14.4 Remedies in Default. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

14.4.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR.

14.4.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR together with the costs incident thereto to such default.

14.4.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

14.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the



CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 15 **BANKRUPTCY**

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16 **MERGER; AMENDMENT**

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 17 **DISPUTE RESOLUTION**

17.1 Operations During Dispute.

17.1.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

17.1.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

17.1.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 18 **PUBLIC RECORDS**



City of Pembroke Pines

18.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records required by the CITY to perform the service;

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

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 19
SCRUTINIZED COMPANIES**

19.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List,



Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

19.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

19.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20

EQUAL BENEFITS FOR EMPLOYEES

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption CONTRACTOR does not provide benefits to employees' spouses in traditional marriages.

20.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

20.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

20.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:



“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR’s duties pursuant to this Agreement, contact Human Resources at (954) 954-392-2092 or drotstein@ppines.com.

20.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

ARTICLE 21

EMPLOYMENT ELIGIBILITY

21.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

21.1.1 Definitions for this Section.

21.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

21.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

21.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

21.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

21.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:



21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 22

MISCELLANEOUS

22.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

22.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

22.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.



22.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

22.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

22.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: John Picarello, Fire Chief
City of Pembroke Pines Fire Department
9500 Pines Blvd., Bldg. B, 2nd Floor
Pembroke Pines, FL 33024
Telephone No. (954) 499-9584

Jason Pindell, Division Chief
City of Pembroke Pines Fire Rescue
9500 Pines Blvd.
Pembroke Pines, FL 33024
Telephone No. (954) 499-9584

Samuel S. Goren, City Attorney



City of Pembroke Pines

Goren, Cherof, Doody & Ezrol, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 Telephone No. (954) 771-4500
 Facsimile No. (954) 771-4923

CONTRACTOR: **Dwight Daniels, Owner**
Clean Freek's Janitorial Services, LLC
240 NW 9 ST, #1
Pompano Beach, FL 33060
E-mail: DwightDaniels77@gmail.com
Telephone No: (954) 709-4821

22.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

22.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

22.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

22.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22.11 **Entire Agreement and Conflicts.** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, Exhibit "A", and Exhibit "B", this Agreement shall govern followed by Exhibit "A", and Exhibit "B".

22.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.



22.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

22.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

22.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

22.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable, including CITY's COVID-19 Work Place Restrictions, as may be amended from time to time.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene D. Graham
E858EEE04EEF4F3

MARLENE D. GRAHAM, CITY CLERK
September 29, 2021

BY: *[Signature]*

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:
Danielle Schwabe
013E807C191D4FF

Print Name: **Danielle Schwabe**
OFFICE OF THE CITY ATTORNEY

BY: *[Signature]*

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

CLEAN FREEK'S JANITORIAL SERVICES,
LLC

Signed By: *[Signature]*

Name: **Dwright Daniels**

Title: **Owner**

Exhibit "A"



Janitorial Services for the Fire Department

Invitation for Bids # FI-21-02

General Information		
Project Cost Estimate	Not Applicable	Not Applicable
Project Timeline	The initial term of this contract shall be for a two (2) year period with option on the part of the City to renew for an additional two (2) year period based on mutual consent of both parties.	See Section 1.9
Evaluation of Proposals	Staff	See Section 1.7
Mandatory Pre-Bid Meeting	10:00 a.m. on June 29, 2021 at the Pembroke Pines Fire Rescue located at 9500 Pines Blvd. Building – B, Pembroke Pines, Fl. 33024.	See Section 1.13.1
Question Due Date	July 5, 2021	See Section 1.13
Proposals will be accepted until	2:00 p.m. on July 20, 2021	See Section 1.13
5% Proposal Security / Bid Bond	Not Applicable	Not Applicable
100% Payment and Performance Bonds	Not Applicable	Not Applicable
Grant or Federal Funding Information	Not Applicable	Not Applicable

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020



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Attachment B: Non-Collusive Affidavit

Attachment C: Proposers Background Information

Attachment D: Sample Insurance Certificate

Attachment E: Specimen Contract - **Contractual Services Agreement**

Attachment F: References Form

Attachment G: Janitorial Services Task List

Attachment H: Facility Floor Plans

Attachment I: Proposal Form



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

IFB # FI-21-02 Janitorial Services for the Fire Department

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, July 20, 2021. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

At the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**



Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date.**

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department
 City of Pembroke Pines
 8300 South Palm Drive,
 Pembroke Pines, FL 33025
 954-518-9022
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide janitorial services for the Fire Department at the following locations:

- **Pembroke Pines Fire Rescue**
 9500 Pines Blvd. Building – B
 Pembroke Pines, Fl. 33024
- **Communications Dispatch Facility**
 6057 SW 198 Terrace
 Pembroke Pines. FL 33332
- **Fire Department Garage**



6057 SW 198 Terrace
Pembroke Pines. FL 33332

1.3 MATERIALS, EQUIPMENT AND SUPPLIES

A) The Contractor shall furnish and maintain all the necessary equipment and **should attach as part of their bid a complete list of the equipment to be used.** Bidder must submit with their bid evidence and/or references of satisfactory service rendered in the past five years similar to those specified herein.

B) The Contractor shall submit and maintain a current list of all supplies and materials, including chemical material safety data sheets to the Contract Administrator for approval. It will be the responsibility of the contractor to provide all supplies, including towels, toilet paper, trash liners, and hand soap to perform the required janitorial services. A limited storage area shall be provided for contractor to store necessary supplies and materials.

1.3.1 Janitorial Supply List

Fire Department - Required Supplies Yearly Estimated Usage		Pembroke Pines Fire Rescue	Communications Dispatch Facility	Fire Department Garage
Item Description	Packaging Qty.	Yearly Quantities		
Liquid Hand Soap	Gallon	8	14	3
2-Ply Toilet Paper	96 rolls / CS	14	76	2
White Multi Fold Towels	10 x 250 Sheets / CS	14	76	6

An inventory log must be maintained by the Contractor detailing the quantity of required supplies used every month. The City will remit payment for supplies used on a monthly basis.

Fixed prices for required supplies are to be submitted via Bidsync.

In addition, the following cleaning supplies are recommended to be used:

- Neutral Cleaner
- Degreaser
- Disinfectant/Deodorant Spray
- Glass Cleaner
- Byquat Degreaser
- Comet/Ajax
- Bleach



- Small Garbage Bags (24x24)
- Medium Garbage Bags (33x40)
- Large Garbage Bags (43x48)

1.4 SECURITY AND UNIFORMS

- A. To verify identification, national fingerprint-based records checks shall be conducted within 30 days of assignment. If any arrest is found, that individual may not enter the Facility until the arrest has been reviewed and closed by the Florida Department of Law Enforcement. If FDLE determines, after review, that an individual may not work unescorted in the Facility, the Company will, at its sole expense, pay for the required escort and provide proof that the individual was escorted at all times. The Contractor is responsible for obtaining employee background checks.

Location for the background check:

Broward College Institute of Public Safety
 Attn: German E. Morales
 3501 S.W. Davie Road
 Davie, FL 33314
 Monday – Friday 8:00 am to 1:00 pm

- B. The contractor shall at all times enforce strict discipline and good order among his employees. No children, friends, or relatives, or any person not employed and assigned to subject sites are allowed on subject premises. Unauthorized use of City property is prohibited.
- C. The contractor's employee's uniforms will consist of distinctive neat appearing shirts, trousers and shoes of coordinated colors, acceptable to the City. Uniforms including color and (if provided) design shall be approved by the City at least 72 hours prior to contract award start date.
- D. All employees of the contractor, while working on City property, shall at all times be required to wear uniforms with exposed photo identification. In addition, when applicable, contractor and contractor's employees shall comply with the Jessica Lunsford Act. Any necessary background checks and photo identification requirements shall be made at the **contractor's expense**.
- E. All employees responsible to open and close shall be capable of operating fire and burglar alarm systems properly. **If alarms are not set properly, and the City is required to respond to a non-alarmed building situation, the contractor shall be charged for the costs incurred to remedy the situation.**
- F. Contractor will not use employees of any temporary (help-type) employee agency. Only actual bona fide contractor employees are to be used to perform these specifications unless otherwise approved in writing by the Project Manager.



- G. Contractor will be responsible for securing keys for the facilities at least 24 hours in advance of contract start date. The successful bidders will pick up the necessary keys at the location(s) they have been awarded. Any labor and/or material cost for replacement keys, recoding of access keys/doors, and/or re-keying of locks as a result of the actions of the janitorial service provider (lost/misplaced keys, etc.) will be deducted from the monthly payments.

1.5 GENERAL SPECIFICATIONS

- A) The successful bidder and its employees will report hazardous conditions and items in need of repair including burned-out lights, leaky faucets, toilet stoppages, etc.
- B) All employees responsible to open and close shall be capable of securing the facilities including operating fire and burglar alarm systems properly. Contractor will be responsible for costs incurred if alarm systems are not properly operated.
- C) The contractor shall comply with the City of Pembroke Pines procedures and requirements regarding sanitary techniques and safety. In addition, the contractor shall comply with OSHA Act # 1910.1030 regarding worker exposures to blood borne pathogens along with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
- D) When necessary to change clothing, employees of the successful bidder shall be required to change in predetermined areas. All employees shall also eat their lunches in designated locations. Successful bidder shall be responsible for ensuring that employees do not disturb papers on desks, open desks, drawers, cabinets, or use the telephones, which are provided strictly for the use of the employees.
- E) The City shall have the right to require the contractor to remove from assignment to its facilities such employees as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interests of the City of Pembroke Pines. Selected contractor must comply with all applicable labor/employment laws and regulations.
- F) Upon contract award, contractor is required to perform an initial cleaning to bring the location into contract compliance in accordance with the specifications. This cleaning must be performed within 30 days of start of service and satisfactory completion must be approved by the Project Manager.



- G)** Employees must be able to speak basic conversational English.
- H)** There shall be no use of tobacco products, drugs, alcohol or other items of this nature anywhere on the premises or within 1,000 feet of the property.
- I)** City has provided maps for reference only. Contractor is responsible for all measurements of the facility.

1.6 TIME OF SERVICE

The chart below contains the timeframe in which the work is to be completed. Any changes or deviation shall be approved by the Logistics Division of the Fire Department.

Locations	Days	Hours	Observed Holidays
Pembroke Pines Fire Rescue (Fire Station 69) 9500 Pines Blvd. Building – B Pembroke Pines, FL 33024	Monday Tuesday Wednesday Thursday	6:00-8:00 PM	New Year's Day Martin Luther King's Birthday President's Day Memorial Day Independence Day Labor Day Veterans Day Thanksgiving Day Christmas Day
Pines Fire Training Facility 1101 SW 208 Ave. Pembroke Pines, FL 33029	Thursday	4:00-6:00 PM	New Year's Day Martin Luther King's Birthday President's Day Memorial Day Independence Day Labor Day Veterans Day Thanksgiving Day Christmas Day
Communications Dispatch Facility (Fire Station 101) 6057 SW 198 Terrace Pembroke Pines. FL 33332	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	Two (2) Shifts 9:00 AM - 1:00 PM 9:30 PM – 1:30 AM	(365 Days a year)
Fire Department Garage (Maintenance Facility) 6057 SW 198 Terrace Pembroke Pines. FL 33332	Monday Wednesday Friday	5:00 PM -7:00 PM	New Year's Day Martin Luther King's Birthday President's Day Memorial Day Independence Day Labor Day Veterans Day Thanksgiving Day Christmas Day



1.7 SCOPE OF WORK

All tasks are to be performed to the most stringent standard that applies. For example, if a specific task is shown below as a daily task and also listed as a monthly task, the contractor is responsible to perform the task daily.

1.7.1 Work to be Performed Daily

A) Common Area

- Dust horizontal surfaces, i.e. Desk, Credeza, Counter, and File cabinet tops using color coded micro fiber cloths to prevent cross contamination
- Spot clean horizontal surfaces for removal of coffee rings and spillage
- Entrance doors and internal glass partitions cleaned of fingerprints and smudges
- Walls cleaned of fingerprints and smudges
- Clean and sanitize drinking fountains
- Empty all waste paper receptacles
- Replace liners as needed
- Vacuum, sweep, or dust mop all hard surface floors and carpeted traffic areas
- Thoroughly mop all hard surface floors
- Interior windows cleaned of fingerprints and smudges

B) Restroom

- Clean and disinfect all dispensers, mirrors, counter tops, wash basins, toilets, toilet seats, and urinals
- Empty trash receptacles, replace liners as needed
- Empty sanitary napkin receptacle and disinfect
- Spot clean partitions and tile walls
- Restock hand soap and paper products
- Disinfect partition handles, door handles, and light switches
- Clean and sanitize outsides of dispensers and trash receptacles

C) Break Rooms Coffee Area

- Counters and table tops cleaned with approved disinfectant
- Fronts of counters and chairs cleaned
- Sinks cleaned with approved disinfectant
- Wipe down outside of refrigerator
- Clean inside and outside of microwave
- Trash removed, replace liners as needed

1.7.2 Work to be Performed Weekly

**A) Common Area**

- Clean and disinfect keyboards and telephone receivers
- Disinfect light switches, light switch plate covers, and door handles
- Polish all drinking fountains
- Remove spots and small spills from carpet

B) Restroom

- Dust – tops of partitions, air vents, mirror frames, and tops of doors
- Clean and disinfect restroom partitions and walls around toilets and urinals

C) Break Rooms Coffee Area

- Cleaning of the inside of the refrigerators - **Communications Dispatch Facility.**

1.7.3 Work to be Performed Monthly**A) Common Area**

- Dusting – air vents, tops of doors, door frames, ceiling corners, picture frames, front and sides of desks, legs of chairs, tables, and chair bases
- Furniture – vacuum fabric and wipe down other surfaces to remove dust and lint
- Detail vacuum carpet edges and corners along walls and partitions
- Dust all baseboards
- Table bases and chair legs cleaned

1.7.4 Floor Care to be Performed 3 Times a Year as Requested

- Extract shampoo carpeted areas
- Scrub/re-wax all vinyl floors to maintain
- Scrub all tile floors to maintain and clean grout lines.
- Strip/wax

1.8 Floor Care Standards

- Contractor must use the following steps to ensure the expected level of service for the maintenance of floors other than restroom and shower areas.

A) Non-Carpeted Areas

- 1) Either the water or waterless (dry) process may be used. Only highest quality materials. Butcher's Products or equal may be used.
- 2) Completely strip and thoroughly rinse floors. (No ammoniated stripper) (Quarterly).
- 3) Apply 1 coat of high grade seal (Butcher's Ironstone or equal only)
- 4) Apply 2 coats of finish (Butcher's High noon or equal)



B) Carpeted Areas

- 1) Vacuuming (Daily)
 - a) Vacuum all areas making sure vacuum bags do not exceed 70% capacity.
 - b) Utilize extension hoses and tools to thoroughly vacuum all carpeted areas. This includes under desks, close to walls, etc.
- 2) Heavy Traffic Procedures (Monthly)
 - a) Pre-spraying
 - b) Vacuum all areas to be cleaned making sure vacuum bag does not exceed 70% capacity.
 - c) Pre-spray carpet using Ramsey's Premulsion or equal with a pump-up sprayer or similar device.
 - d) Mix 16 oz. Per gallon. Do not over dilute chemical.
 - e) Spray evenly in block patterns. Allow at least 10 minutes of dwell time.
 - f) Extra agitation may be required in excessively soiled areas using a 175-RPM machine with a soft carpet brush attachment.
 - g) Agitate pre-sprayed areas only. Then rinse extract with an extraction machine.
- 3) Rinse Extraction
 - a) Fill extractor with a mixture of hot water and Ramsey's Rinsoft or equal.
 - b) Mix 1 oz. Per gallon. Do not over dilute chemical.
 - c) Extract areas that have been pre-sprayed. Note: do not allow pre-spray to dry before being extracted.
 - d) Note: this step deep cleans carpet fibers, removes any detergent and neutralizes the pH.
 - e) Carpet blowers may be utilized to reduce drying time.

1.9 PROJECT TIMELINE

The initial term of this contract shall be for a two (2) year period with option on the part of the City to renew for an additional two (2) year period based on mutual consent of both parties.

1.10 PROPOSAL REQUIREMENTS

The www.bidsync.com website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

**1.10.1 Attachment A: Contact Information Form**

- a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.
- b. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
- c. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
- d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.

1.10.2 Attachment B: Non-Collusive Affidavit**1.10.3 Attachment C: Proposer's Qualifications Statement****1.10.4 Attachment F: References Form**

- a. Complete **Attachment F: References Form**, preferably where the team was the same. References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

1.10.5 Attachment I: Proposal Form

Please see Attachment I for proposal price form. Contractor must enter pricing for each section within the excel spreadsheet. After completing the document, upload the excel sheet as part of the document submittal.

1.10.6 Equipment List

The Contractor shall furnish and maintain all the necessary equipment and **should attach as part of their bid a complete list of the equipment to be used.**



1.11 VENDOR REGISTRATION DOCUMENTS

The City of Pembroke Pines is currently implementing an enhanced Citywide Enterprise Resource Planning (ERP) system with the goal of updating our processes and improving customer service. Part of the new Tyler Technologies Munis ERP system will include a vendor management module. In addition, this new system will include a Vendor Self Service (VSS) web portal which will allow vendors to update their information and documents on an as-needed basis. Using VSS, vendors will also be able to enter and maintain their contact and remittance information, discount and payment terms, designated contact persons, and the commodity codes that represent the goods and services the vendor can provide.

While we work towards go-live with the new VSS web portal, we are requesting for vendors to complete the Vendor Registration Packet to help facilitate the implementation process.

These forms will be found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires bidders to complete all of the applicable qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.

The new process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync website will automatically include it.

1.11.1 Vendor Information Form

1.11.2 Form W-9 (Rev. October 2018)

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

**1.11.3 Sworn Statement on Public Entity Crimes Form****1.11.4 Local Vendor Preference Certification****1.11.5 Local Business Tax Receipts****1.11.6 Veteran Owned Small Business Preference Certification**

- b. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- c. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.11.7 Equal Benefits Certification Form**1.11.8 Vendor Drug-Free Workplace Certification Form****1.11.9 Scrutinized Company Certification****1.11.10 E-Verify System Certification Statement**

- a. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security ("DHS").
- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

1.12 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.

1.13 TENTATIVE SCHEDULE OF EVENTS



Event	Time &/or Date
Issuance of Solicitation (Posting Date)	June 22, 2021
Mandatory Pre-Bid Meeting	10:00 a.m. on June 29, 2021
Question Due Date	July 5, 2021
Anticipated Date of Issuance for the Addenda with Questions and Answers	July 8, 2021
Proposals will be accepted until	2:00 p.m. on July 20, 2021
Proposals will be opened at	2:30 p.m. on July 20, 2021
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD

1.13.1 MANDATORY PRE-BID MEETING / SITE VISIT

There will be a mandatory scheduled pre-bid meeting on **June 29, 2021 at 10:00 a.m.** The meeting will be at the Pembroke Pines Fire Rescue located at 9500 Pines Blvd. Building – B, Pembroke Pines, Fl. 33024.

All vendors will be required to sign in at the meeting to show proof of attendance to the mandatory meeting. It is the vendor's responsibility to make sure that they sign in at the meeting.

1.14 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on July 20, 2021.**

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.



City of Pembroke Pines

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



SECTION 2 - INSURANCE REQUIREMENTS

2.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE



CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ ☐ 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✓ ☐ 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No



- ✓ ☐ 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ ☐

2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- ✓ ☐ 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ✕ 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No



- ✓ ☐ 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ✕ 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ✕ 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ ✕ 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products &



completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase



the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ ☐ 2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the **"Question Due Date"** stated in the solicitation. Questions received after **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.16 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.



(b) Announce at that meeting the name of each bidder and the price submitted in the bid.

(c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to,

reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION



In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or



(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other

information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDS SYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.



3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.33 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager

regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

3.34 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

- a) "Contractor" means a person or entity that has entered or is attempting to



enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

- b) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- c) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's

E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

- c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **RE-21-02** titled “**Janitorial Services for the Fire Department**” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:
 STREET ADDRESS:
 CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:
 E-MAIL:
 TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:
 E-MAIL:
 TELEPHONE: FAX:
 SIGNATURE:

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

Attachment A - Contact Information Form	Yes ☐
Attachment B - Non-Collusive Affidavit	Yes ☐
Attachment C - Proposer's Completed Qualification Statement	Yes ☐
Attachment F - References Form	Yes ☐
Attachment I Proposal Form	Yes ☐
Equipment List per section 1.3 (A) of the bid package	Yes ☐

In addition, please remember to update the documents listed in Section 1.6, as applicable.

Vendor Information Form	Yes ☐
Form W-9 (Rev. October 2018)	Yes ☐
Sworn Statement on Public Entity Crimes Form	Yes ☐
Local Vendor Preference Certification	Yes ☐
Local Business Tax Receipts	Yes ☐
Veteran Owned Small Business Preference Certification	Yes ☐
Equal Benefits Certification Form	Yes ☐
Vendor Drug-Free Workplace Certification Form	Yes ☐
Scrutinized Company Certification	Yes ☐
E-Verify System Certification Statement	Yes ☐

C) Sample Proposal Form

Please see Attachment I for proposal price form, please enter pricing for each section within the excel spreadsheet. After completing the Document please upload the excel sheet as part of your document submittal.



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the ,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title

Name of Company

PROPOSER'S BACKGROUND INFORMATION

Please provide the following information. Additional sheets may be attached as required.

1) Under what former name has your business operated? Include a description of the business.

2) At what address was that business located?

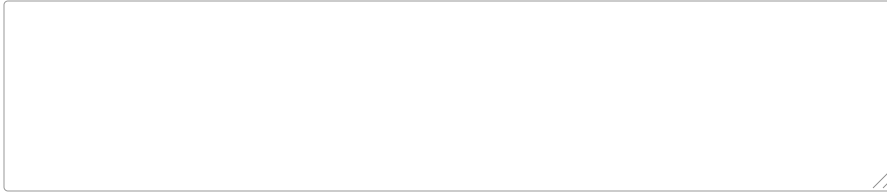
3) Have you ever failed to complete work awarded to you. If so, when, where and why?

4) Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

5) Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

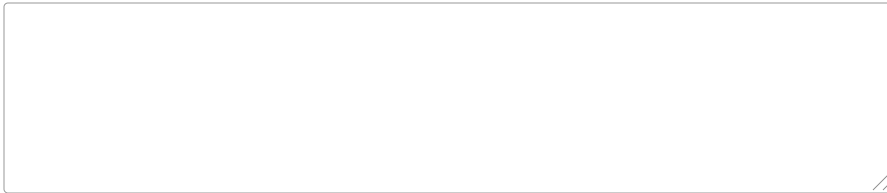
- 6) List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.



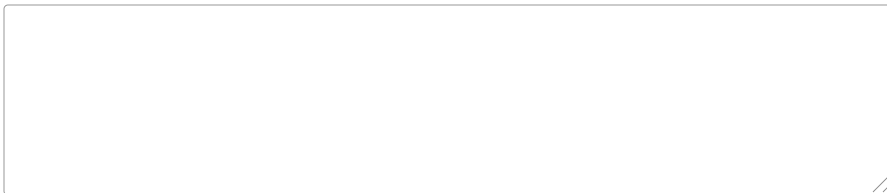
- 7) List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).



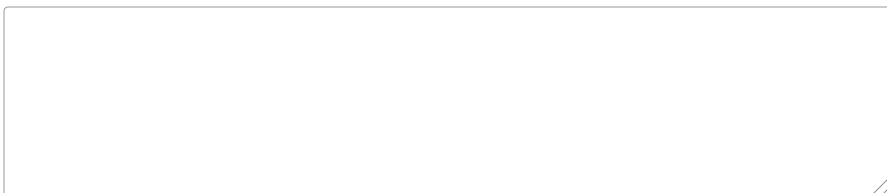
- 8) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.



- 9) List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.



- 10) Are you an cb Original provider cb sales representative cb distributor, cb broker, cb manufacturer, cb other, of the commodities/services proposed upon? If other than the original provider, explain below.



11) Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

12) Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding 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 may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)
PRODUCER	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		
INSURED YOUR COMPANY NAME HERE	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: Companies providing coverage	

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ policy ☐ project ☐ loc	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	SAMPLE CERTIFICATE			
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025		Should any of the above described policies be cancelled before the expiration date, the certificate holder shall be notified in writing <u>30</u> days written notice in advance. City Must Be Named as Certificate Holder AUTHORIZED REPRESENTATIVE



City of Pembroke Pines

CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated the _____ day of _____,
«Contract_Signature_Year» by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

«Vendor_Name_Upper_Case», a «Vendor_Business_Type», as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «Vendor_Address_Line_1», «Vendor_Address_Line_2» (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On «Solicitation_Advertisement_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide «Service_Description» as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
“«Solicitation_Title»”

1.2 On «Bid_Opening_Date», the bids were opened at the offices of the City Clerk.



1.3 On «**Commission_Award_Date**», the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the «**Service_Description**», as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "«**Solicitation_Type_Abbreviation**» # «**Solicitation_Number**»", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the «**Service_Description**», as more specifically described in **Exhibit A**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.



2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial **«Initial_Contract_Length»** period commencing on **«Commencement_Date»** and ending on **«Termination_Date»**.

3.2 This Agreement may be renewed for **«Contract_Renewal_Terms»** upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **«Termination_for_Convenience»** of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a **«Compensation_Type»** **«Compensation_Amount_Written»** (**«Compensation_Amount_Numerical»**), which includes an owner's contingency fee of **«Contingency_Fee_Written»** (**«Contingency_Fee_Numerical»**), payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be



based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 **Method of Billing and Payment.**

4.4.1 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director or his/her assignees.

4.4.2 Payment will be made to CONTRACTOR at:

«Vendor_Name»
 «Vendor_Address_Line_1»
 «Vendor_Address_Line_2»

ARTICLE 5

CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

RESERVED

ARTICLE 7

INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance



of the work or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

7.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8 **INSURANCE**

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.



8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

8.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident



\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 8.7.2 Waiver of all Rights of Subrogation against the CITY
- 8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 8.7.4 CONTRACTORs' policies shall be Primary & Non-Contributory
- 8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of



such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10

INDEPENDENT CONTRACTOR

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.



ARTICLE 11

UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONTRACTOR 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 non-performing 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, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 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.

ARTICLE 12

AGREEMENT SUBJECT TO FUNDING

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 13

GOVERNING LAW AND VENUE

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 14

SIGNATORY AUTHORITY

14.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 15

MERGER; AMENDMENT

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.



ARTICLE 16

DEFAULT OF CONTRACT & REMEDIES

16.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

16.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.



16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

ARTICLE 17 **BANKRUPTCY**



17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 18

DISPUTE RESOLUTION

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 Operations During Dispute.

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19

PUBLIC RECORDS

19.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

19.1.1 Keep and maintain public records required by the CITY to perform the service;



19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 20
MISCELLANEOUS**

20.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

20.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the



rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

20.3 Records. CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

20.4 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
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Copy To:	Samuel S. Goren, City Attorney
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City of Pembroke Pines

Goren, Cherof, Doody & Ezrol, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 Telephone No. (954) 771-4500
 Facsimile No. (954) 771-4923

Contractor «Vendor_Contact_Title»
 «Vendor_Name»
 «Vendor_Address_Line_1»
 «Vendor_Address_Line_2»
 E-mail: «Vendor_Email»
 Telephone No: «Vendor_Phone_Number»
 Cell phone No: «Vendor_Cell_Number»
 Facsimile No: «Vendor_Fax_Number»

20.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

20.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.



20.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

20.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

20.16 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

20.17 **Compliance with Statutes.** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; **specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.**

20.18 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the CONTRACTOR shall ensure that all employees that are providing services to the CITY, shall complete and pass a **Level II background check.**

20.19 **Scrutinized Companies.** CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

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City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of «Vendor_Name», a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of «Vendor_Name» for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, «Contract_Signature_Year».

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:Name of Firm, City, County or Agency: Address: City/State Zip: Contact Name: Title: E-Mail Address: Telephone: Fax: **Project Information:**Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date: Size of project: Cost of project:

Work for which staff was responsible:

Contract Type: The results/deliverables of the project: **REFERENCES FORM**

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Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

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The results/deliverables of the project:

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Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

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Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date: Size of project: Cost of project:

Work for which staff was responsible:

Contract Type: The results/deliverables of the project:

JANITORIAL SERVICES TASK LIST

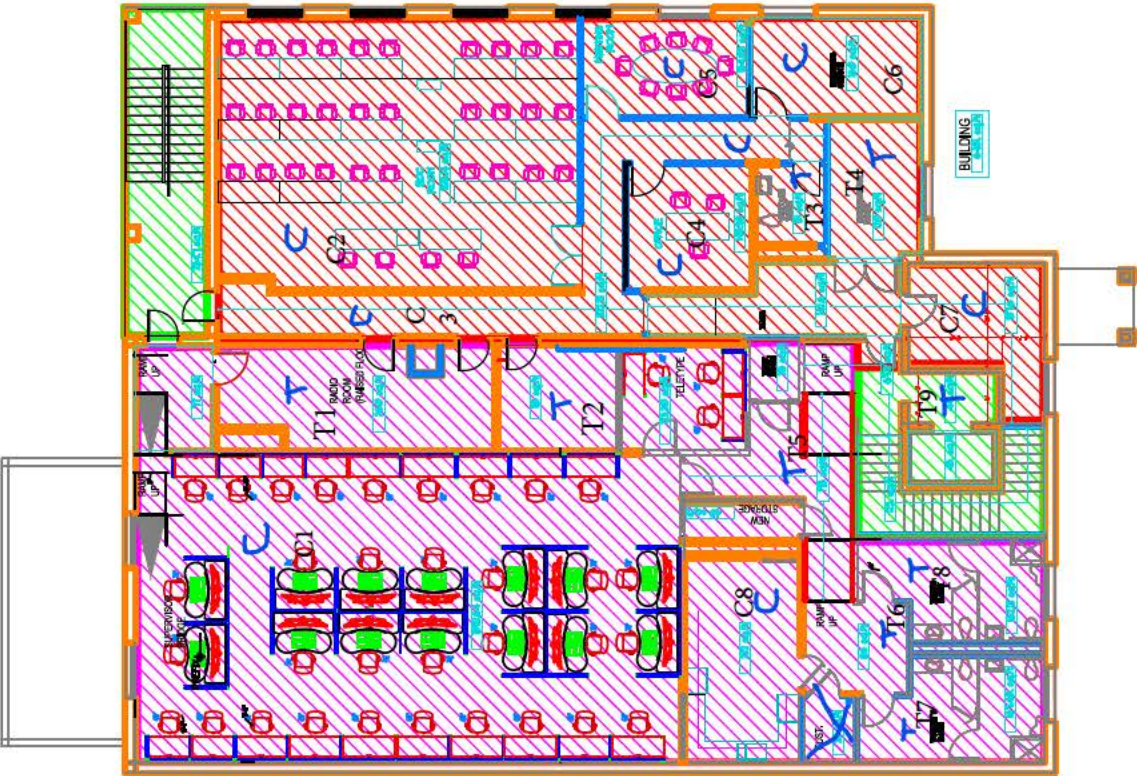
Common area	Restrooms	Break Rooms/Coffee Area
<u>Daily:</u> ○ Dust horizontal surfaces (Desk, Credenza, Counter, and File cabinet tops) using color coded micro fiber cloths to prevent cross contamination ○ Spot clean horizontal surfaces for removal of coffee rings and spillage ○ Entrance doors, internal glass partitions, and walls cleaned of fingerprints and smudges ○ Clean and sanitize drinking fountains ○ Empty all waste paper receptacles ○ Replace liners as needed ○ Vacuum, sweep, or dust mop all hard surface floors and carpeted traffic areas ○ Thoroughly mop all hard surface floors ○ Where applicable, sweep clean and damp mop all stairwells inside and out including walls and ceilings. Hand rails and balustrades to be wiped down and cobwebs removed ○ Two times daily disinfection with an approved disinfecting product, as available, capable of killing the Coronavirus (Covid-19) or other CDC recognized outbreak of high traffic areas such as sinks, faucet handles, bathroom stall latches, toilet flush handles, door handles, door push bars, etc. <u>Weekly (every Monday):</u> ○ Disinfect Keyboards and telephone receivers ○ Disinfect light switches, light switch plate covers, and door handles. ○ Polish all drinking fountains ○ Remove spots and small spills from carpet ○ Clean all baseboards ○ Clean Stainless Steel kick plates <u>Monthly (first Tuesday of the month):</u> ○ Dusting – air vents, tops of doors, door frames, ceiling corners, picture frames, front and sides of desks, legs of chairs, tables, and chair bases ○ Furniture – vacuum fabric and wipe down other surfaces to remove dust and lint ○ Detail vacuum carpet edges and corners along walls and partitions ○ Dust all baseboards ○ Table bases and chair legs cleaned	<u>Daily:</u> ○ Clean and disinfect all dispensers, mirrors, counter tops, wash basins, toilets, toilet seats, and urinals ○ Empty trash receptacles, replace liners as needed ○ Empty sanitary napkin receptacle and disinfect ○ Spot clean partitions and tile walls ○ Restock hand soap and paper products ○ Disinfect partition handles, door handles, and light switches ○ Clean and sanitize outsides of dispensers and trash receptacles <u>Weekly (every Wednesday):</u> ○ Dust – tops of partitions, air vents, mirror frames, and tops of doors ○ Clean and disinfect restroom partitions and walls around toilets and urinals <u>Monthly (first Thursday of the month):</u> ○ Wash tile walls ○ Acid bath toilets and urinals ○ Clean floor drains using cream cleanser, scrub pads and floor drain brush to remove corrosive and tarnish. After Cleaning, fill drain trap with enzyme based treatment to prevent escape of sewer gas.	<u>Daily:</u> ○ Counters and table tops cleaned with approved disinfectant ○ Fronts of counters and chairs cleaned ○ Sinks cleaned with approved disinfectant ○ Wipe down outside of refrigerator ○ Clean inside and outside of microwave ○ Trash removed, replace liners as needed <u>Weekly (every Friday):</u> ○ Clean inside of the refrigerators. <u>Special Services</u> ○ Extract shampoo carpeted areas ○ Scrub/re-wax all vinyl tile to maintain Strip & wax ○ Strip/wax To be scheduled 3 times per year on the following months: ○ January ○ May ○ September

Attachment H - Facility Floor Plans

Total Square Footage of Tile and Carpet Flooring within the Fire Department

Fire Station	Total Tile Sq. Ft	Total Carpet Sq. Ft
Fire Station - 69 2nd Floor (Pembroke Pines Fire Rescue)	3498.17	3277.03
Fire Station - 101 2nd Floor 1B (Communications Dispatch Facility)	1186.53	3905.7
Fire Station - 101 Maintenance 1B (Fire Department Garage)	571	

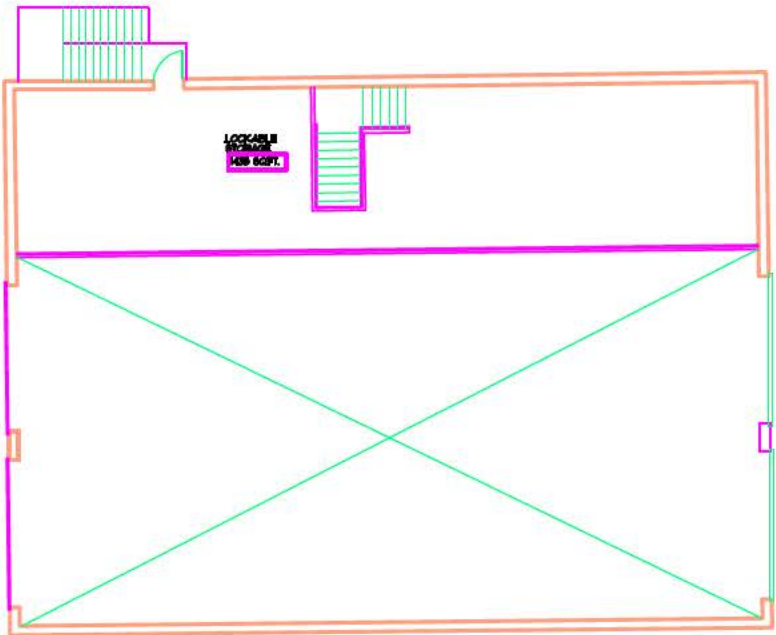
Attachment H - Facility Floor Plans



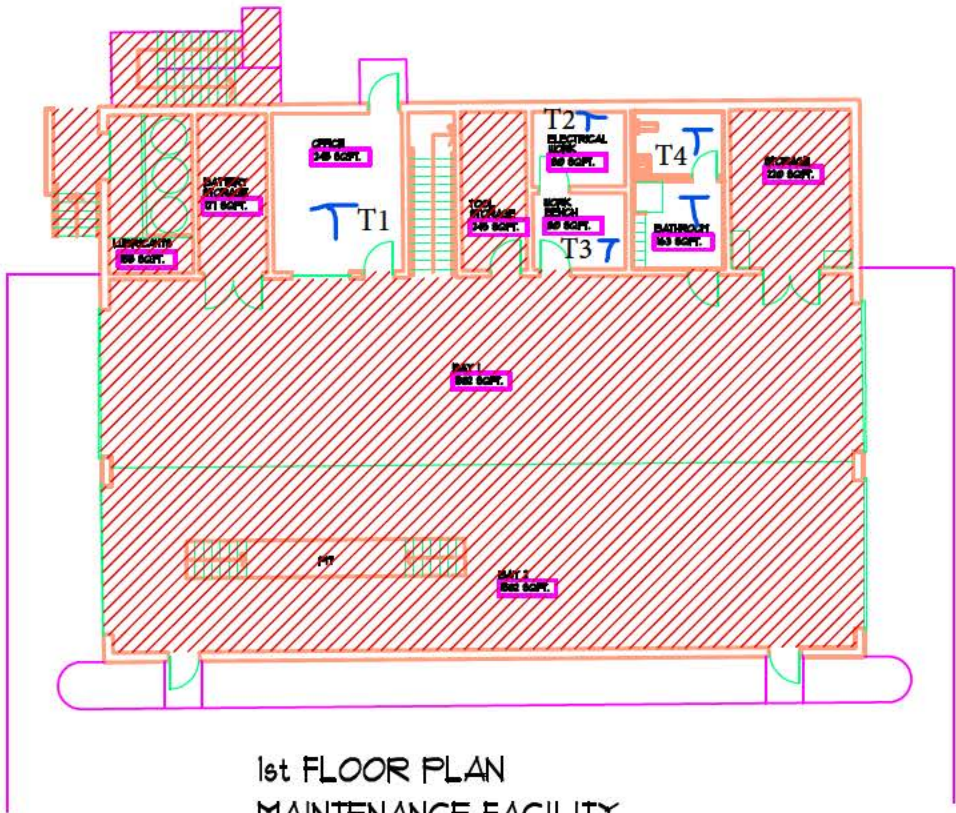
FIRE STATION 101
2nd FLOOR

EMERG. DISPATCH	2289.12 SQFT.
COMMON AREA	528.68 SQFT.
EMERG. OPERATION	3242.45 SQFT.
BUILDING	6480.49 SQFT.

Attachment H - Facility Floor Plans



MEZZANINE FLOOR PLAN
MAINTENANCE FACILITY



1st FLOOR PLAN
MAINTENANCE FACILITY

EMERG. DISPATCH ----- 2289.12 SQFT.
COMMON AREA ----- 528.68 SQFT.
EMERG. OPERATION ----- 3242.45 SQFT.
BUILDING ----- 6480.49 SQFT.

Pembroke Pines Fire Rescue 9500 Pines Blvd. Building – B Pembroke Pines, FL, 33024

Item #	Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (A) Work to be Performed Daily Monday, Tuesday, Wednesday and Thursday 6:00-8:00 PM	<u>Daily</u>		208	0
2	As per Scope of Work Section #1.7.2 (A) Work to be Performed Weekly	<u>Weekly</u>		52	0
3	As per Scope of Work Section #1.7.3 (A) Work to be Performed Monthly	<u>Monthly</u>		12	0
Total Cost for This Area					

Item #	RESTROOMS	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (B) Work to be Performed Daily Monday, Tuesday, Wednesday and Thursday 6:00-8:00 PM	<u>Daily</u>		208	0
2	As per Scope of Work Section #1.7.2 (B) Work to be Performed Weekly	<u>Weekly</u>		52	0
Total Cost for This Area					

Item #	BREAK ROOMS, COFFEE AREAS	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (C) Work to be Performed Daily Monday, Tuesday, Wednesday, Thursday 6:00-8:00 PM	Daily		208	0
Total Cost for This Area					

Item #	SPECIAL SERVICE SCHEDULE	Per request based on total sq. footage not per sq. ft. price	Unit Cost	QTY	Total Annual Cost
1	Extract shampoo carpeted areas - 3x per year	Per Request		3	0
2	Scrub/re-wax all vinyl tile to maintain Strip & wax - 3x per year	Per Request		3	0
3	Strip/wax - 3x per year	Per Request		3	0
Total Cost for This Area					

Pembroke Pines Fire Rescue

Total Cost for This Location

Fire Department Training Facility 1101 SW 208 Ave. Pembroke Pines, FL 33029

Item #	Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (A) Work to be Performed Daily Thursday 4:00 PM -6:00 PM	<u>Daily</u>		156	0
2	As per Scope of Work Section #1.7.2 (A) Work to be Performed Weekly	<u>Weekly</u>		52	0

3	As per Scope of Work Section #1.7.3 (A) Work to be Performed Monthly	<u>Monthly</u>		12	0
Total Cost for This Area					

Item #	RESTROOMS	Daily / Weekly Monthly		QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (B) Work to be Performed Daily Thursday 4:00 PM -6:00 PM	<u>Daily</u>		156	0
2	As per Scope of Work Section #1.7.2 (B) Work to be Performed Weekly	<u>Weekly</u>		52	0
Total Cost for This Area					

Item #	BREAK ROOMS, COFFEE AREAS	Daily / Weekly Monthly		QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (C) Work to be Performed Daily Thursday 4:00 PM -6:00 PM	<u>Daily</u>		156	0
Total Cost for This Area					

Item #	SPECIAL SERVICE SCHEDULE	Per request based on total sq. footage not per sq. ft. price		QTY	Total Annual Cost
1	Extract shampoo carpeted areas -- 3x per year	Per Request		3	0
2	Scrub/re-wax all vinyl tile to maintain Strip & wax - 3x per year	Per Request		3	0
3	Strip/wax - 3x per year	Per Request		3	0
Total Cost for This Area					

Fire Department Garage				Total Cost for This Location	
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Public Safety Communications Dispatch Facility 6057 SW 198 Terrace Pembroke Pines. FL 33332					
Item #	Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas	Daily / Weekly Monthly		QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (A) Work to be Performed Daily Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday Two (2) Shifts 9:00 AM - 1:00 PM and 9:30 PM - 1:30 AM	<u>Daily</u>		365	0
2	As per Scope of Work Section #1.7.2 (A) Work to be Performed Weekly	<u>Weekly</u>		52	0
3	As per Scope of Work Section #1.7.3 (A) Work to be Performed Monthly	<u>Monthly</u>		12	0
Total Cost for This Area					

Item #	RESTROOMS	Daily / Weekly Monthly		QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (B) Work to be Performed Daily Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday Two (2) Shifts 9:00 AM - 1:00 PM and 9:30 PM – 1:30 AM	<u>Daily</u>		365	0
2	As per Scope of Work Section #1.7.2 (B) Work to be Performed Weekly	<u>Weekly</u>		52	0
Total Cost for This Area					

Item #	BREAK ROOMS, COFFEE AREAS	Daily / Weekly Monthly		QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (C) Work to be Performed Daily Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday Two (2) Shifts 9:00 AM - 1:00 PM and 9:30 PM – 1:30 AM	<u>Daily</u>		365	0
2	As per Scope of Work Section #1.7.2 (C) Work to be Performed Weekly	<u>Weekly</u>		52	0
Total Cost for This Area					

Item #	SPECIAL SERVICE SCHEDULE	Per request based on total sq. footage not per sq. ft. price		QTY	Total Annual Cost
1	Extract shampoo carpeted areas - 3x per year	Per Request		3	0
2	Scrub/re-wax all vinyl tile to maintain Strip & wax - 3x per year	Per Request		3	0
3	Strip/wax - 3x per year	Per Request		3	0
Total Cost for This Area					

Public Safety Communications Dispatch Facility				Total Cost for This Location	

Fire Department Garage 6057 SW 198 Terrace Pembroke Pines, FL, 33332

Item #	Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas	Daily / Weekly Monthly		QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (A) Work to be Performed Daily Monday, Wednesday and Friday 5:00 PM -7:00 PM	<u>Daily</u>		156	0
2	As per Scope of Work Section #1.7.2 (A) Work to be Performed Weekly	<u>Weekly</u>		52	0
3	As per Scope of Work Section #1.7.3 (A) Work to be Performed Monthly	<u>Monthly</u>		12	0
Total Cost for This Area					

Item #	RESTROOMS	Daily / Weekly Monthly		QTY	Total Annual Cost
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1	As per Scope of Work Section #1.7.1 (B) Work to be Performed Daily Monday, Wednesday and Friday 5:00 PM -7:00 PM	<u>Daily</u>		156	0
2	As per Scope of Work Section #1.7.2 (B) Work to be Performed Weekly	<u>Weekly</u>		52	0
Total Cost for This Area					

Item #	BREAK ROOMS, COFFEE AREAS	Daily / Weekly Monthly		QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (C) Work to be Performed Daily Monday, Wednesday and Friday 5:00 PM -7:00 PM	<u>Daily</u>		156	0
Total Cost for This Area					
Item #	SPECIAL SERVICE SCHEDULE	Per request based on total sq. footage not per sq. ft. price		QTY	Total Annual Cost
1	Extract shampoo carpeted areas -- 3x per year	Per Request		3	0
2	Scrub/re-wax all vinyl tile to maintain Strip & wax - 3x per year	Per Request		3	0
3	Strip/wax - 3x per year	Per Request		3	0
Total Cost for This Area					

Fire Department Garage	Total Cost for This Location	
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FOR FUTURE ADDITIONAL REQUIREMENTS				
Item #	ADDITIONAL SERVICES	Per Request	Total Cost	
1	Strip/wax Vinyl (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F		
2	Strip/wax Tile (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F		
3	Shampoo carpeted (Per Square Foot) As per Sec 1.8 Floor Care Standards (B) Carpeted Areas	Cost Per S/F		

Item Description	Packaging	Unit Price	Estimated Quantities	Price
Liquid Hand Soap Pink	Gal.		25	0
Toilet Paper	96 Rolls / Box		92	0
White Multi Fold Towels	10 x 250 Sheets / Box		96	0

***PLEASE NOTE THAT THE AMOUNT CHARGED FOR MATERIALS WILL BE BASED ON ACTUAL QUANTITIES USED EACH MONTH**



**PEMBROKE PINES
CITY COMMISSION**

Frank C. Ortis
MAYOR
954-450-1020
fortis@ppines.com

Jay D. Schwartz
VICE MAYOR
DISTRICT 2
954-450-1030
jschwartz@ppines.com

Thomas Good, Jr.
COMMISSIONER
DISTRICT 1
954-450-1030
tgood@ppines.com

Angelo Castillo
COMMISSIONER
DISTRICT 4
954-450-1030
acastillo@ppines.com

Iris A. Siple
COMMISSIONER
DISTRICT 3
954-450-1030
isiple@ppines.com

Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

June 30, 2021

**Addendum #1
City of Pembroke Pines
FI-21-02 Janitorial Services FOR the Fire Department**

1. UPDATED DOCUMENTS

Attachment H – Facility Floor Plans has been updated to include the floor plan for the Fire Department Training Facility and its square footage as requested by Question 1 of the Q&A section of this bid.

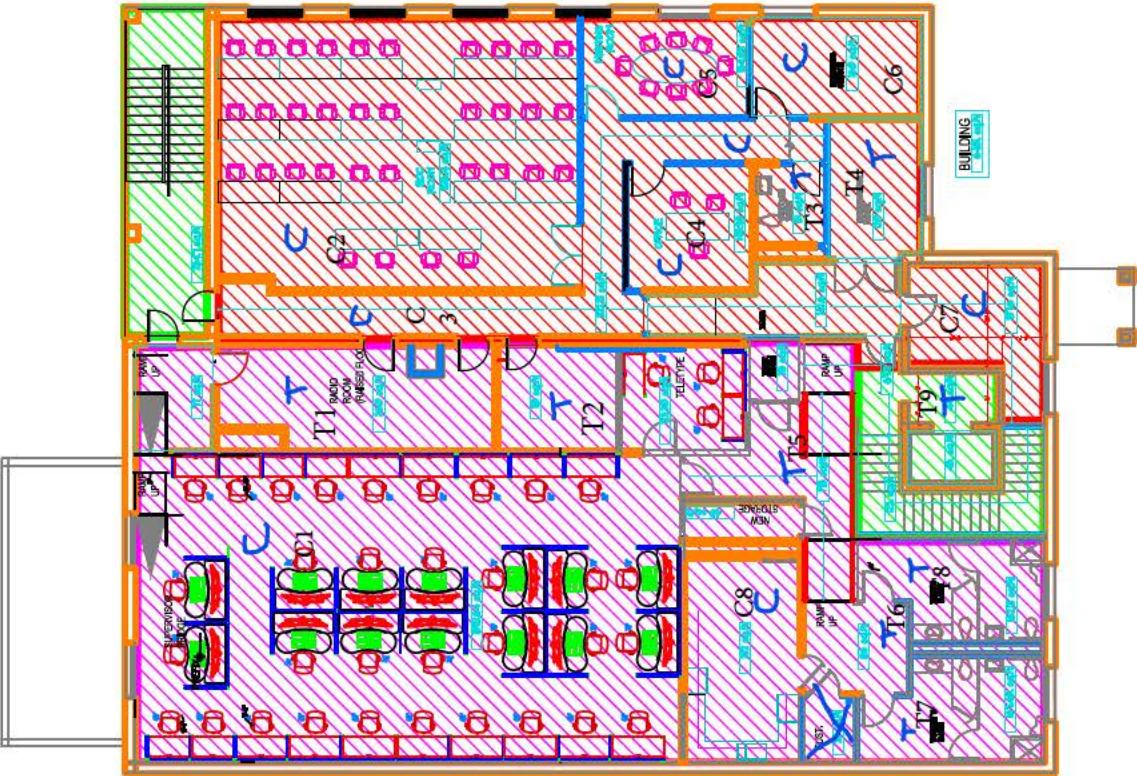
Total Square Footage of Tile and Carpet Flooring within the Fire Department

Fire Station	Total Tile Sq. Ft	Total Carpet Sq. Ft
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Fire Station - 101 2nd Floor 1B (Communications Dispatch Facility)	1186.53	3905.7
Fire Station - 101 Maintenance 1B (Fire Department Garage)	571	
Fire Station – Training Facility	3881	



TILE -----3498.17 SQFT.
CARPET-----3271.03 SQFT.
STORAGE -----1182.59 SQFT
BUILDING -----11879.32 SQFT.

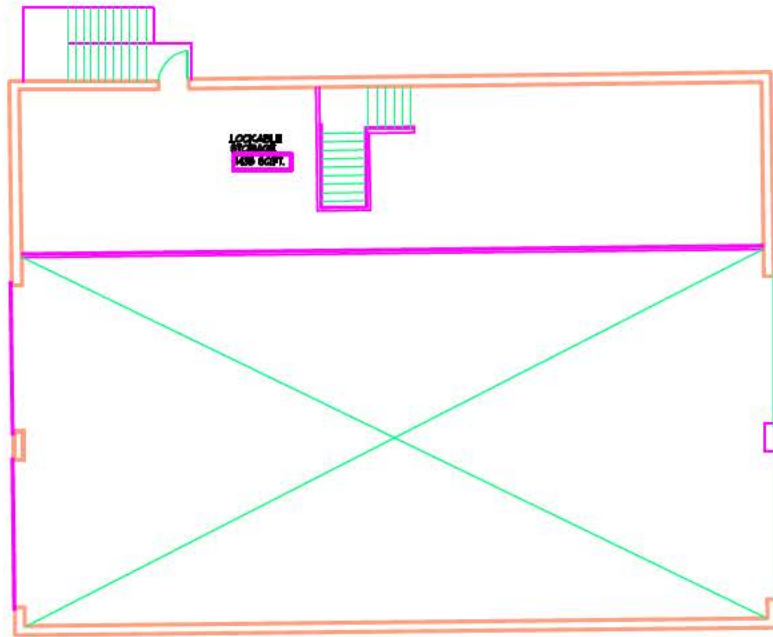
Attachment H - Facility Floor Plans



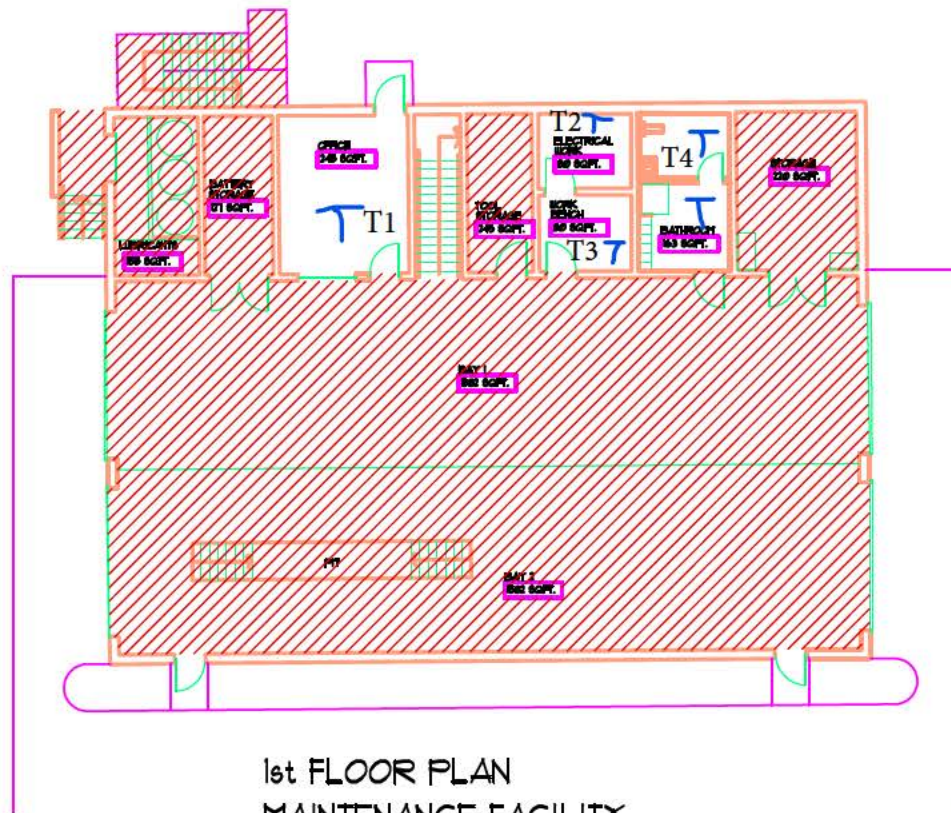
FIRE STATION 101
2nd FLOOR

EMERG. DISPATCH ----- 2289.12 SQFT.
COMMON AREA ----- 528.68 SQFT.
EMERG. OPERATION ----- 3242.45 SQFT.
BUILDING ----- 6480.43 SQFT.

Attachment H - Facility Floor Plans

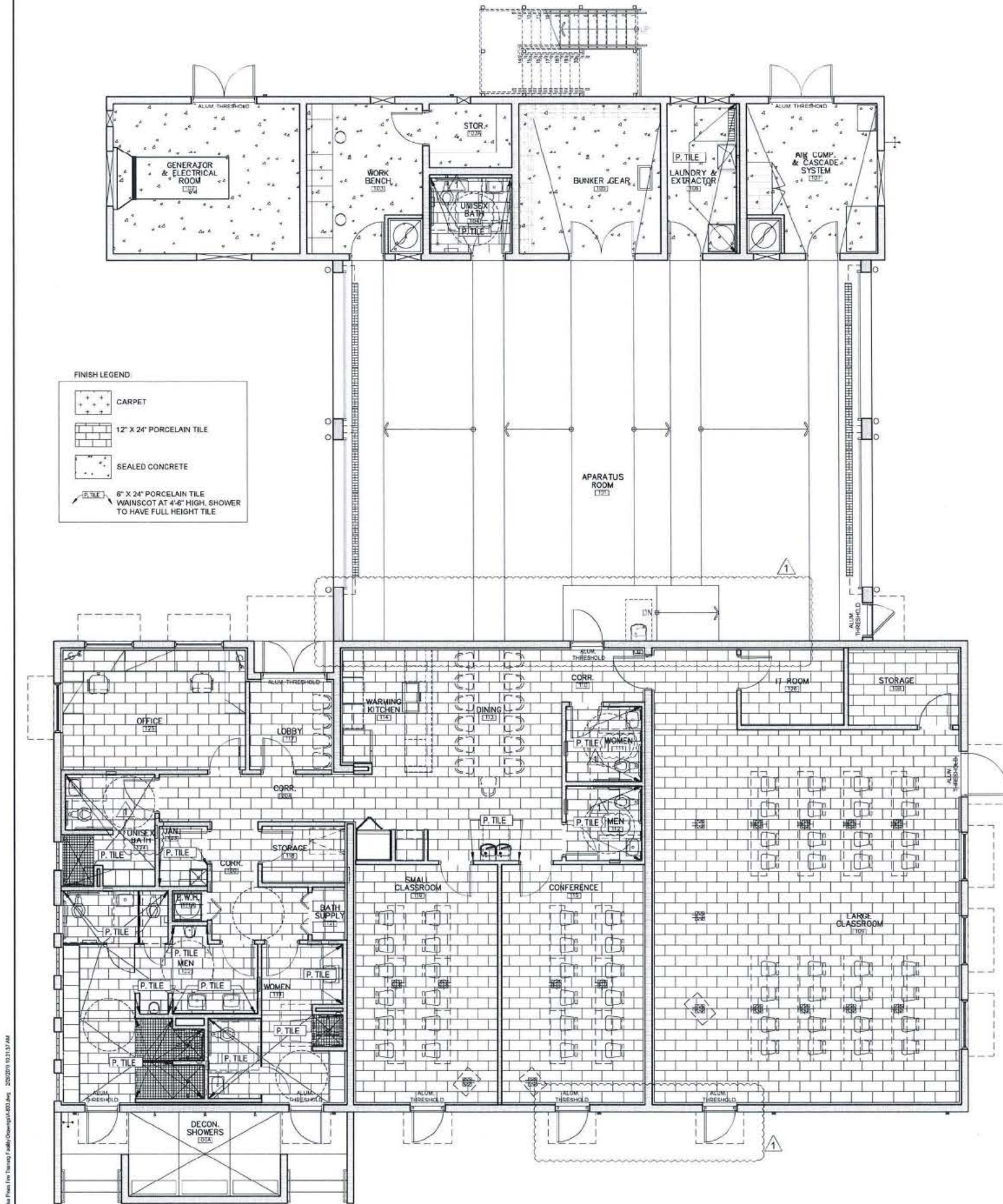


MEZZANINE FLOOR PLAN
MAINTENANCE FACILITY



1st FLOOR PLAN
MAINTENANCE FACILITY

EMERG. DISPATCH ----- 2289.12 SQFT.
COMMON AREA ----- 528.68 SQFT.
EMERG. OPERATION ----- 3242.45 SQFT.
BUILDING ----- 6480.49 SQFT.



E:\1025-10022 Pembroke Pines Fire Training Facility\Drawings\A-803.dwg 2/20/2019 10:31:15 AM

2 FINISH PLAN
SCALE: 3/16" = 1'-0"

ROOM #	ROOM NAME	FLOOR	BASE	WALL					CEILING	REMARKS
				2" X 2" CARPET TILE	PORCELAIN TILE (6" X 6")	PORCELAIN TILE (12" X 24")	SEALED AND PAINTED CONCRETE	BRICK FINISHED CONCRETE		
101	APPARATUS BAYS									
102	GENERATOR & ELEC. RM.									
103	WORK BENCH									
103A	STORAGE									
104	UNISEX BATH									
105	BUNKER GEAR									
106	LAUNDRY & EXTRACTOR									
107	AIR COMP. & CASCADE SYSTEM									
108	STORAGE									
109	LARGE CLASSROOM									
110	CORRIDOR									
111	WOMEN									
112	MEN									
113	DINING									
114	KITCHEN/PANTRY/ICE									
115	CONFERENCE									
116	SMALL CLASSROOM									
117	LOBBY									
118	STORAGE									
119	WOMEN									
120	CORRIDOR									
120A	CORRIDOR									
121	BATH SUPPLY									
121A	E.W.H.									
122	MEN									
123	JANITORS CLOSET									
124	UNISEX BATH									
125	OFFICE									
126	I.T. ROOM									
	LOBBY ENTRY									
126A	DECON SHOWERS									
127	STORAGE (2ND FLOOR)									

REMARKS:

- 3'-6" HIGH PAINT WAINSCOT ABOVE 0'-0" PAINT TYPE - C, ABOVE 3'-6" PAINT TYPE - D
- ALL EXPOSED GYPSUM WALLBOARD SOFFITS SHALL BE PAINTED TYPE - B UNLESS OTHERWISE NOTED.
- REFER TO INTERIOR ELEVATIONS FOR EXACT PORCELAIN TILE LOCATIONS.
- ALL SHOWERS TO HAVE FULL HEIGHT 6" X 36" PORCELAIN WALL TILE AND 3"X3" FLOOR TILES

PAINT TYPES: (MFG. BY "TNE MEC")

- GYPSUM WALLBOARD (WALLS)
- (A) #151 ELASTO-GRIP & #113 (SATIN) TNE-ME-TUFCOAT
- GYPSUM WALLBOARD (CEILING)
- (B) #151 ELASTO-GRIP & #113 (FLAT) TNE-ME-TUFCOAT
- INTERIOR CONCRETE MASONRY UNITS (WALLS)
- (C) #130 ENVIROFILL & #113 (GLOSS) TNE-ME-TUFCOAT
- (D) #1254 EPOXOBLOCK WB (SEMI-GLOSS) TNE-ME-TUFCOAT
- INTERIOR EXPOSED CONCRETE STRUCTURE (CEILING)
- (E) #114 (GLOSS) TNE-ME-TUFCOAT
- EXTERIOR STUCCO (WALLS)
- (F) #151 ELASTO-GRIP & #156 (MATT) ENVIRO-GRETE
- MR GYPSUM WALL BOARD (WALLS)
- (G) #201 EPOXOPRIME "PRIME COAT" @ RATE OF 4.0 - 6.0 MILS DFT.
- #280 TNE-GLAZE "INTERMEDIATE COAT" @ RATE OF 4.0 - 6.0 DFT.
- #280 TNE-GLAZE "FINISH COAT" @ RATE OF 4.0 - 6.0 DFT.
- NOTE: #280 COATINGS SHALL BE SPRAY APPLIED ONLY.

GENERAL FINISH NOTES:

- ALL INTERIOR CEILING AND WALL FINISHES SHALL BE CLASS "A", "B" OR "C" THROUGHOUT (REFER TO 1 / LS-101).
- ALL EXPOSED PIPING, SUPPORTS, ETC. SHALL BE PAINTED THROUGHOUT (TYPICAL, UNLESS OTHERWISE NOTED).
- PORCELAIN TILE IS NOT REQUIRED BEHIND LOCKERS. USE MOISTURE RESISTANT GYPSUM WALLBOARD (TYP).
- ALL WALL AND FLOOR TILES TO RECEIVE EPOXY GROUT TO BE SELECTED BY ARCHITECT (TYPICAL).
- COORDINATE COLOR ACCENT WALLS LOCATIONS WITH ARCHITECT.
- ALL EXPOSED GYPSUM WALLBOARD SHALL BE PRIMED AND PAINTED (TYPICAL).
- ALL FLOORING JOINTS SHALL BE ABSOLUTE MINIMUM WIDTH AS RECOMMENDED BY TILE MFG'R (TYPICAL).
- ALL FLOOR TILE SHALL BE CONTINUOUS FROM WALL TO WALL BELOW ALL BUILT-IN CABINETS (TYPICAL).
- AT WET WALLS SHOWN ON INTERIOR ELEVATIONS TO RECEIVE 6" X 36" PORCELAIN WALL TILE, USE SAME WALL TILE AS BASE (TYPICAL).

1 FINISH SCHEDULE

CITY OF PEMBROKE PINES
FIRE TRAINING FACILITY

1101 S.W. 208TH AVENUE,
PEMBROKE PINES, FLORIDA

CLIENT: CITY OF PEMBROKE PINES



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Fort Lauderdale, FL 33316
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F 954.961.6807
www.synalovskid.com

Manuel Synalovskiy, AIA
AR0011698
SEAL



LICENSE NO. AA24001863

Manuel Synalovskiy
Digitally signed by Manuel Synalovskiy
DN: cn=Manuel Synalovskiy, email=msynalovskiy@gmail.com, c=US
Date: 2019.07.24 16:10:45 -0700

DESIGN DELIVERABLE: PERMIT SUBMITTAL
ISSUE DATE: 09/24/18

PROJECT NUMBER: 1025-170322
DRAWN BY: LH
CHECKED BY: MS
Copyright (c) by SYNALOVSKIY ROMANIK SAYE, LLC
All Rights Reserved.

FINISH SCHEDULE

SHEET NUMBER:

A-803

[Home](#)[Search](#)[Source](#)[Contracts](#)[Tools](#)
[Schedule](#)
[Task](#)
[Note](#)
[Vendor view of bid](#)[Chat](#) | [Description](#) | [Attachments](#)

Bid #FI-21-02 - Janitorial Services For The Fire Department

Time Left	closed	# of offers	6
Bid Started	Jun 22, 2021 6:41:41 PM EDT	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Jul 20, 2021 2:00:00 PM EDT	# of suppliers viewed	123 (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	Questions & Answers Questions: 2
Bid Classifications	Classification Codes		
Required Vendor Qualifications	PP-SWORN, PP-LOCAL, PP-VOSB, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL, PP-LBTR, PP-HUBZONE, FL-EVERIFY		
Bid Regions	Regions		
Bid Contact	see contact information		
Pre-Bid Conference(s)	Jun 29, 2021 10:00:00 AM EDT Attendance is mandatory Location: There will be a mandatory scheduled pre-bid meeting on June 29, 2021 at 10:00 a.m. The meeting will be at the Pembroke Pines Fire Rescue located at 9500 Pines Blvd. Building â B, Pembroke Pines, FL 33024. Transcript Attendance		
Delivery Location	One or more of the following locations City of Pembroke Pines No Location Specified Qty 1 Expected Expenditure n/a		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

Approval

View Approval Flow [View Approval Flow](#)**Approval Status** Approved

Description

Bid Number	FI-21-02
Title	Proposal Form
Contract Duration	2 years
Contract Renewal	See Specifications
Prices Good for	90 days
Budgeted Amount	\$0.00 (change)
Standard Disclaimer	Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is

happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

Bid Comments

The City of Pembroke Pines is seeking proposals from qualified firms to provide janitorial services for the Fire Department.

Description

Please see Attachment I for proposal price form, please enter pricing for each section within the excel spreadsheet. After completing the Document please upload the excel sheet as part of your document submittal.

Documents

Select All | Select None | Download Selected

- | | |
|---|---|
| ☐ 1. FI-21-02 Janitorial Services for the Fire Department.pdf [download] | ☐ 2. Attachment A - Contact Information Form.docx [download] |
| ☐ 3. Attachment B - Non-Collusive Affidavit [download] | ☐ 4. Attachment C - Proposers Background Information [download] |
| ☐ 5. Attachment D - Sample Insurance Certificate.pdf [download] | ☐ 6. Attachment E - Specimen Contract - Contractual Services Agreement 2019-09-12.pdf [download] |
| ☐ 7. Attachment F - References Form [download] | ☐ 8. Attachment G - Janitorial Services Task List.pdf [download] |
| ☐ 9. Attachment H - Facility Floor Plans.pdf [download] | ☐ 10. Attachment I - Proposal Form.xlsx [download] |
| ☐ 11. Pre-bid Meeting Sign in Sheet.pdf [download] | |

Addendum #1 (2 documents)

= Included in Bid Packet = Excluded from Bid Packet

Addendum #1 - Made On Jun 30, 2021 4:20:54 PM EDT

New Documents Attachment H - Facility Floor Plans UPDATED.pdf
Addendum 1.pdf

Change Made On Jun 30, 2021 3:22:03 PM EDT

New Documents Pre-bid Meeting Sign in Sheet.pdf

Contractor Advertisements

[View All Ads](#)

There are no advertisements on this solicitation.

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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Question and Answers for Bid #FI-21-02 - Janitorial Services for the Fire Department

[Create New Question](#)

Question Deadline: Jul 5, 2021 7:00:00 AM EDT

Overall Bid Questions

Question 1

Can you provide the square footage for the Pines Training facility including the breakdown by type of flooring? (Submitted: Jun 29, 2021 11:59:25 PM EDT)

Answer

[edit](#)

- Please refer to Addendum #1 for the floor plans and square footage of the Fire Training Facility. Please note that all square footage at this location is tile. (Answered: Jun 30, 2021 4:22:17 PM EDT)

Add to Answer:

Question 2

Is there any flexibility with the cleaning hours of the fire dept. Garage? Ex., Can we have aligned more with the dispatch shift? (Submitted: Jun 29, 2021 11:59:57 PM EDT)

Answer

[edit](#)

- We could adjust the cleaning time for the Fire Department Garage to begin prior to the morning Dispatch Facility time. For convenience to the cleaning crews the start time at the Garage can be no earlier than 7:30am to 9:00am. (Answered: Jul 7, 2021 11:48:16 AM EDT)

Add to Answer:

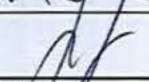
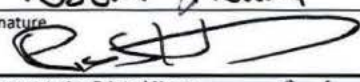
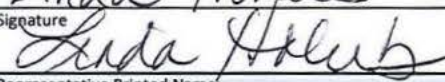
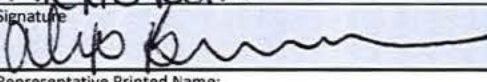
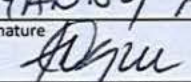
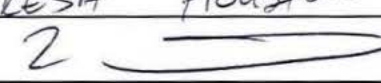
[Submit](#)Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

FI-21-02 Janitorial Services for the Fire Department

Date: June 29, 2021 at 10:00 a.m.

Meeting Location: 9500 Pines Blvd. Building B. Pembroke Pines, FL 33024

PRE-BID ATTENDANCE SHEET

1)	Company Name: National Cleaning Contractor	Representative Printed Name: Justin Santos	E-mail: nationclean@comcast.net
	Address: 13571 SW 135 Ave. #207	Signature 	Phone Number: 305-263-9235
2)	Company Name: Clean Freak's Janitorial Service	Representative Printed Name: Robert Henry	E-mail: smallbusinessintegrity@gmail.com
	Address: 2735 Misty Oaks	Signature 	Phone Number: 561 774 7947
3)	Company Name: Admiral Cleaning Ser. Co.	Representative Printed Name: Juan Morejon	E-mail: admiralcleaning.serv.@yahoo.com
	Address: 2000 SW 16 St Pembroke Pines	Signature 	Phone Number: 954 214 6037
4)	Company Name: Global Services	Representative Printed Name: Linda Hohub	E-mail: Lhohub@globalservices.com
	Address: Oakland Park, N. Land Hl.	Signature 	Phone Number: 954-579-9023
5)	Company Name: BNB Distributors CO.	Representative Printed Name: Alexis Barr	E-mail: bnbdistributors@gmail.com
	Address: 3760 NW 172nd Terr	Signature 	Phone Number: (305) 915-9340
6)	Company Name: PCS PROFESSIONAL CLEANING SERVICE	Representative Printed Name: MAYIA PERAZA	E-mail: info@NEATCLEANSERVICUSA.COM
	Address: 5800 S. SABLE DR	Signature 	Phone Number: 954 297 - 5142
7)	Company Name: FAST CLEANING SOLUTIONS	Representative Printed Name: MANNY AGUERA	E-mail: FASTCLEANINGSOLUTIONS@GMAIL.COM
	Address: 1264 W 38th Ave Hialeah 33012	Signature 	Phone Number: 786 320 1567
8)	Company Name: I 3 G Cleaning INC	Representative Printed Name: TERESA Houston	E-mail: teress@igcleaning.com
	Address: 8210 N.W. 53rd Ln Fort Lauderdale, FL	Signature 	Phone Number: 561 - 951-7608

WAIVER AND RELEASE OF LIABILITY

As a participant and by signing this PRE-BID ATTENDANCE SHEET, I hereby waive, release, and indemnify the City of Pembroke Pines, its officers, agents, employees, commission, insurers and volunteers (collectively, the "City") from any and all claims, liability, injury, causes of action, suits, demands and/or damage of whatever kind, (collectively, "Claims") made by myself or any party on my behalf whether caused in whole or in part by any negligence of the City, or otherwise, in connection with my participation in the above-referenced program/activity. I hereby further hold the City harmless from any and all Claims that may be incurred in connection with my participation in the above-referenced site visit for the above mentioned project. By signing this form and as a participant in this PRE-BID MEETING / SITE VISIT, I affirm that I am physically able to participate in the City of Pembroke Pines's PRE-BID MEETING / SITE VISIT. By signing this form I affirm that I understand and recognize there are risks and hazards associated with said activity and that I am waiving and releasing the Claims described above. This Waiver and Release shall be binding upon myself, and my respective successors, heirs, assigns, executors, administrators, spouse and next of kin. I affirm that I am aware of the current recommendations from the CDC, the State of Florida, Broward County, and the City related to Covid-19 and agree to abide by those recommendations as applicable to any activity related to this site visit.

Page 1 of 2  06/29/2021

FI-21-02 Janitorial Services for the Fire Department

Date: June 29, 2021 at 10:00 a.m.

Meeting Location: 9500 Pines Blvd. Building B. Pembroke Pines, FL 33024

PRE-BID ATTENDANCE SHEET			
1)	Company Name: L&B Janitorial Service	Representative Printed Name: Don A. Hidor	E-mail: Don.A.Hidor@landbjanitorial.com
	Address: 7692 NW 31 st AVE Lauderdale Lakes, FL 33311	Signature:	Phone Number: 754-422-7678
2)	Company Name: Ceiling to Floor Cleaning	Representative Printed Name: Hisha Styles	E-mail: info@CFcleaning.com
	Address: 8003 Maple Parkway Mangate, FL 33063	Signature:	Phone Number: 954-662-2735
3)	Company Name: NSI	Representative Printed Name:	E-mail: Nsidean1@gmail.com
	Address: 76 maple drive Middleburg, FL 32141	Signature:	Phone Number: 914-649-0030
4)	Company Name: CHIADA CORPORATION	Representative Printed Name: Genys IDANI	E-mail: IDANI@CHIADACORPORATION.COM
	Address: 4820 W Commercial Blvd Tampa, FL 33319	Signature:	Phone Number: 954-777-5177
5)	Company Name: Ready Clean, LLC	Representative Printed Name: Angela Diaz	E-mail:
	Address: 10630 Washington St. P.P. 33024	Signature:	Phone Number: 954-251-1167 (954) 624-7815
6)	Company Name: Amer Plus Janitorial's maint	Representative Printed Name: Stephannize Gabeite	E-mail: Sgaboute@amerpluscleaning.com
	Address: 2598 E. Sunrise Blvd.	Signature:	Phone Number: (305) 725-2385
7)	Company Name: NOW Interactives	Representative Printed Name: Angel Kespato	E-mail: Angel@nowinteractives.com
	Address: 3635 NE 1st Ave Miami FL	Signature:	Phone Number: (786) 564-4223
8)	Company Name: BLUE EDONIS LLC	Representative Printed Name: JOSE VALDEKANA	E-mail:
	Address: Care Cleaning Plus	Signature:	Phone Number: 305-298-4353
			754-368-1486

WAIVER AND RELEASE OF LIABILITY

As a participant and by signing this PRE-BID ATTENDANCE SHEET, I hereby waive, release, and indemnify the City of Pembroke Pines, its officers, agents, employees, commission, insurers and volunteers (collectively, the "City") from any and all claims, liability, injury, causes of action, suits, demands and/or damage of whatever kind, (collectively, "Claims") made by myself or any party on my behalf whether caused in whole or in part by any negligence of the City, or otherwise, in connection with my participation in the above-referenced program/activity. I hereby further hold the City harmless from any and all Claims that may be incurred in connection with my participation in the above-referenced site visit for the above mentioned project. By signing this form and as a participant in this PRE-BID MEETING / SITE VISIT, I affirm that I am physically able to participate in the City of Pembroke Pines's PRE-BID MEETING / SITE VISIT. By signing this form I affirm that I understand and recognize there are risks and hazards associated with said activity and that I am waiving and releasing the Claims described above. This Waiver and Release shall be binding upon myself, and my respective successors, heirs, assigns, executors, administrators, spouse and next of kin. I affirm that I am aware of the current recommendations from the CDC, the State of Florida, Broward County, and the City related to Covid-19 and agree to abide by those recommendations as applicable to any activity related to this site visit.

Page 2 of 2 - 06/29/2021

Exhibit "B"

Clean Freek's Janitorial Services, LLC

Bid Contact

Dwright Daniels
dwightdaniels77@gmail.com
Ph 954-709-4821

Address

240 NW 9 Street, #1
Pompano Beach, FL 33069

Qualifications

FED-LOBBY&DEBAR PP-EQUAL PP-MBE PP-WBE

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs	
FI-21-02--01-01	Proposal Form	Supplier Product Code:	First Offer -	1 / project	Y	Y
Supplier Total					\$0.00	

Clean Freek's Janitorial Services, LLC

Item: **Proposal Form**

Attachments

Past Performance_References.pdf

Attachment_I_-_Proposal_Form_PEMBROKE PINES_CLEAN FREEKS.xlsx

City of Fort Lauderdale CRA & HCD Office s, 8,396 Sq. Ft. Facility



Project Description:

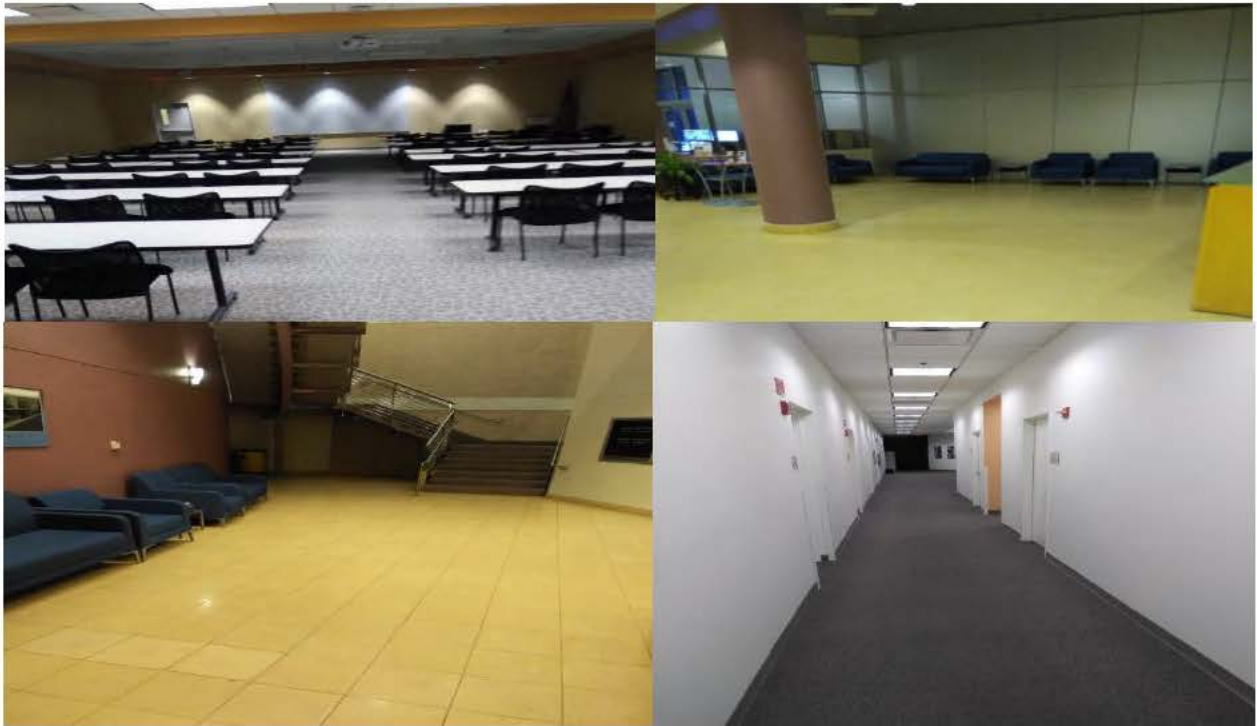
Clean Freek's Janitorial Services, LLC is currently providing the custodial and maintenance services for this 8,396 sq. ft. facility. We remove all trash, vacuum floor areas, dust, and sanitize bathrooms daily. The following services are also provided as needed: buff and wax floors, deep clean carpet, interior and exterior cleaning of windows, and dust high bay areas. This project is ongoing. 2018 to Present

Project Highlights:

- Clean Floors Daily – 5 days per week
- Clean restrooms daily
- Clean kitchen (Suite 200)
- Dust furniture, door frames and baseboards weekly
- Vacuum carpet daily (Suite 200)
- Mop floors
- Light cleaning of windows and windowsills
- Empty trash
- Consolidate contents of all recycle bins in large recycle bin (Suite 200)
- Buff and shine stained concrete floors (quarterly)
- Change overhead fluorescent light bulbs as needed
- Minor painting and touchups as needed
- Steam clean the carpet (quarterly)
- Deep clean inside and outside windows (quarterly)
- Clean air conditioning vents (quarterly)
- Cleaning supplies and equipment
- Assist with retrieving, moving and storage of office file boxes, etc.
- Assist with set-up, break-down, and cleanup for CRA special events
- Assist with putting up and taking down decorations (seasonal)

Contact Information: Thomasina Turner Diggs, Project Coordinator

Broward County Traffic Engineering Division – Commercial Blvd., 12,500 Sq. Ft. Facility



Project Description:

Clean Freek's Janitorial Services, LLC is currently providing the janitorial and maintenance services for this 12,500 sq. ft. facility. We remove all trash, vacuum floor areas, dust, and sanitize bathrooms daily. The following services are also provided as needed: buff and wax floors, deep clean carpet, interior and exterior cleaning of windows, and dust high bay areas. This building has 4 restrooms. This project is ongoing. 2018 to Present

Project Highlights:

- Trash removal
- Dusting
- Bathroom sanitizing
- Window cleaning
- Vacuuming
- Mopping
- Carpet cleaning & floor buffing
- Wipe down all equipment
- High bay dusting

Contact Information: Carl Joseph, Building Manager, 954-952-5491, carljoseph@broward.org

Broward County Traffic Engineering Division – Prospect Rd., 4,399 Sq. Ft. Facility



Project Description:

Clean Freek's Janitorial Services, LLC is currently providing the janitorial and maintenance services for this 4,399 sq. ft. facility. We remove all trash, vacuum floor areas, dust, and sanitize bathrooms daily. The following services are also provided as needed: buff and wax floors, deep clean carpet, interior and exterior cleaning of windows, and dust high bay areas. This building has 4 restrooms. This project is ongoing. 2018 to Present.

Project Highlights:

- Trash removal
- Dusting
- Bathroom sanitizing
- Window cleaning
- Vacuuming
- Mopping
- Carpet cleaning & floor buffing
- Wipe down all equipment
- High bay dusting

Contact Information: Carl Joseph, Building Manager, 954-952-5491,
carljoseph@broward.org

Cayman Manufacturing, Inc., 50,000 Sq. Ft. Facility



Project Description:

Clean Freek's Janitorial Services, LLC. is currently providing the janitorial and maintenance services for this 19,000 sq. ft. facility. Services include removing all trash, mopping and vacuuming all floor areas. Clean Freek's also sanitized bathrooms, dust and high bay dust as needed, in addition to window cleaning.

Contact Information

Josh Ferguson

Josh.ferg@hotmail.com
954-421-1170
50,000 Sq. Ft.

Project Highlights:

- Trash removal
- Dusting
- Bathroom sanitizing
- Window cleaning
- Vacuuming
- Mopping
- Carpet cleaning & floor buffing
- Wipe down all equipment
- High bay dusting

Planet Fitness, 24,000 Sq. Ft. Facility



Project Description:

Clean Freek's Janitorial Services, LLC. is currently providing the janitorial and maintenance services for this 24,000 sq. ft. facility. Our responsibilities including mopping floors, vacuuming offices, dusting the entire facility, trash removal, cleaning and sanitizing bathrooms, and high bay dusting (as needed). In addition to those services we also provide, carpet cleaning, floor buffing, and wipe down all equipment.

Contact Information

Jonathan Woodard

jonathan@pfoffl.com,
954-289-3939
24,000 Sq. Ft.

Project Highlights:

- Trash removal
- Dusting
- Bathroom sanitizing
- Window cleaning
- Vacuuming
- Mopping
- Carpet cleaning & floor buffing
- Wipe down all equipment
- High bay dusting

Planet Fitness, 21,000 Sq. Ft. Facility



Project Description:

Clean Freek's Janitorial Services, LLC. is currently providing the janitorial and maintenance services for this 21,000 sq. ft. facility. We mop, vacuum, remove trash, dusting, high bay dusting (as needed), sanitize bathrooms and clean windows. In addition to the services being rendered. We also provide carpet cleaning, buff floors, and wipe down all equipment.

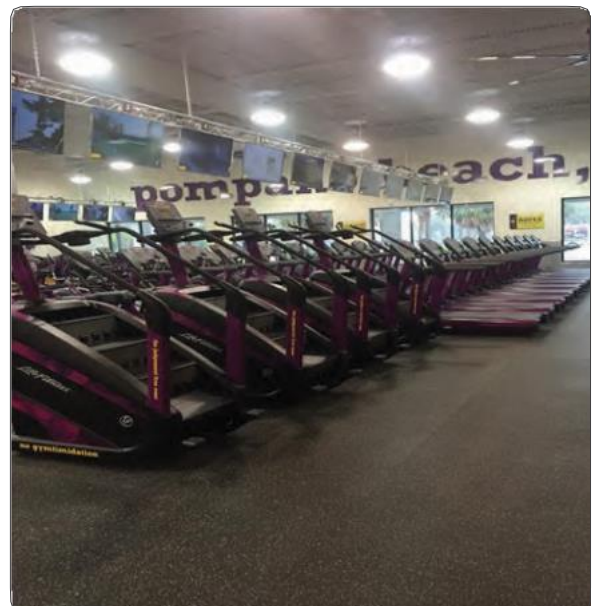
Contact Information

Steve Hobbs

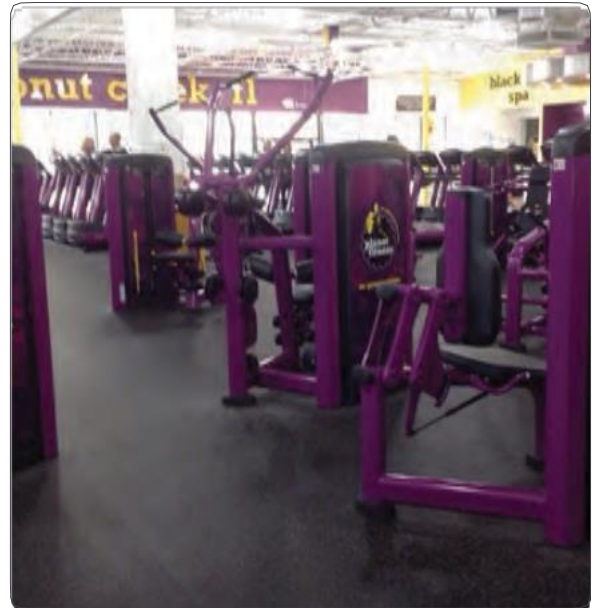
SteveHobbs@pfoftn.com
954-289-3900
21,000 Sq. Ft.

Project Highlights:

- Trash removal
- Dusting
- Bathroom sanitizing
- Window cleaning
- Vacuuming
- Mopping
- Carpet cleaning & floor buffing
- Wipe down all equipment
- High bay dusting



Planet Fitness, 19,000 Sq. Ft. Facility



Project Description:

Clean Freek's Janitorial Services, LLC. is currently providing the janitorial and maintenance services for this 19,000 sq. ft. facility. We remove all trash, vacuum floor areas, dust, and sanitize bathrooms daily. The following services are provide as needed buff and wax floors, deep clean carpet, interior and exterior cleaning of windows, and dust high bay areas.

Contact Information

Wade Samples

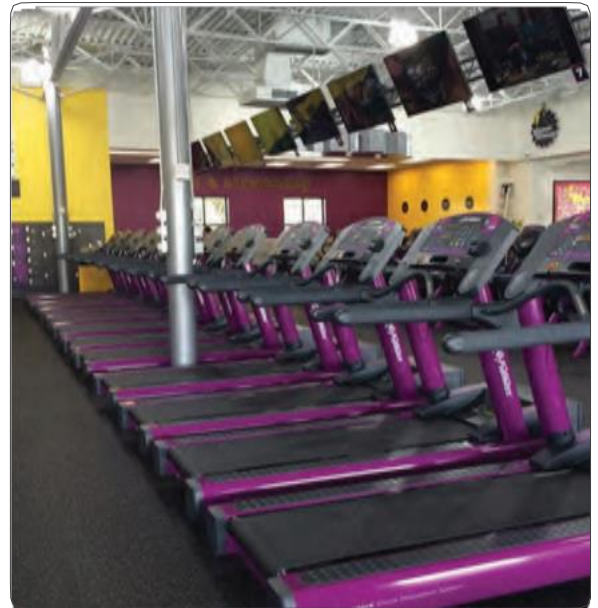
Wade@pfoffl.com
954-526-2100
19,000 Sq. Ft.

Project Highlights:

- Trash removal
- Dusting
- Bathroom sanitizing
- Window cleaning
- Vacuuming
- Mopping
- Carpet cleaning & floor buffing
- Wipe down all equipment
- High bay dusting



Planet Fitness, 19,500 Sq. Ft. Facility



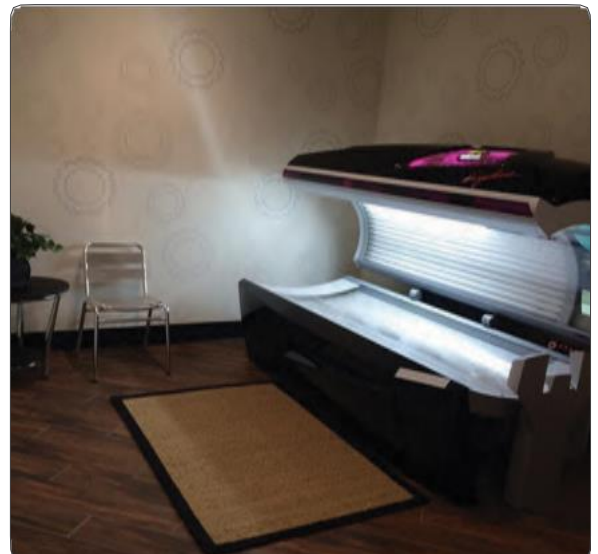
Project Description:

Clean Freek's Janitorial Services, LLC. is currently providing the janitorial and facility maintenance for this 19,500 sq. ft. Our services include removing all trash, mop and vacuum all floor areas, sanitize bathrooms, and dust. On an as need basis we buff and wax floors, deep clean carpets, and dust in high bay areas as needed. Additional beautification requests and outdoor cleans was provided on as requested.

Contact Information

Wade Samples

Wade@pfoffl.com
954-289-3999
19,500 Sq. Ft.



3. PAST PERFORMANCE REFERENCES

Reference 1 – Broward County

Carl Joseph
County Building Manager
954-952-5491, carljoseph@broward.org

Reference 2 – Department of Motor Vehicles, Margate, FL

Mrs. N. Addis
Contract Administrator
954-655-4885, msaddis01@gmail.com

Reference 3 – Cayman Manufacturing

Josh Ferguson
Josh.ferg@hotmail.com
954-421-1170

Reference 4 – Planet Fitness

Wade Samples
Wade@pfoffl.com
954-289-3999

Supplier: Clean Freek's Janitorial Services, LLC

City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **RE-21-02** titled “**Janitorial Services for the Fire Department**” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **CLEAN FREEK'S JANITORIAL SERVICE, LLC**
 STREET ADDRESS: **240 NW 9 ST, #1**
 CITY, STATE & ZIP CODE: **POMPANO BEACH**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **DWRIGHT DANIEL** TITLE: **OWNER**
 E-MAIL: **DWIGHTDANIELS77@GMAIL.COM**
 TELEPHONE: **954-709-4821** FAX:

AUTHORIZED APPROVER:

NAME: **DWRIGHT DANIEL** TITLE: **OWNER**
 E-MAIL: **DWIGHTDANIELS77@GMAIL.COM**
 TELEPHONE: **954-709-4821** FAX:
 SIGNATURE: **DWRIGHT DANIELS**

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

Attachment A - Contact Information Form	Yes ☒
Attachment B - Non-Collusive Affidavit	Yes ☒
Attachment C - Proposer's Completed Qualification Statement	Yes ☒
Attachment F - References Form	Yes ☒
Attachment I – Proposal Form	Yes ☒
Equipment List – per section 1.3 (A) of the bid package	Yes ☒

In addition, please remember to update the documents listed in Section 1.6, as applicable.

Vendor Information Form	Yes ☒
Form W-9 (Rev. October 2018)	Yes ☒
Sworn Statement on Public Entity Crimes Form	Yes ☒
Local Vendor Preference Certification	Yes ☒
Local Business Tax Receipts	Yes ☒
Veteran Owned Small Business Preference Certification	Yes ☒
Equal Benefits Certification Form	Yes ☒
Vendor Drug-Free Workplace Certification Form	Yes ☒
Scrutinized Company Certification	Yes ☒
E-Verify System Certification Statement	Yes ☒

C) Sample Proposal Form

Please see Attachment I for proposal price form, please enter pricing for each section within the excel spreadsheet. After completing the Document please upload the excel sheet as part of your document submittal.

Supplier: **Clean Freek's Janitorial Services, LLC**



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Owner**,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature **Dwight Daniels**

Title **Owner**

Name of Company **Jul 19, 2021**

Supplier: Clean Freek's Janitorial Services, LLC**PROPOSER'S BACKGROUND INFORMATION**

Please provide the following information. Additional sheets may be attached as required.

1) Under what former name has your business operated? Include a description of the business.

None

2) At what address was that business located?

N/A

3) Have you ever failed to complete work awarded to you. If so, when, where and why?

No

4) Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

I employed the professional services of a representative to inspect the proposed scope of work and have a comprehensive plan for performance.

5) Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

All work will be performed by Clean Freek's Janitorial Services own forces; no portion of the work will be subcontracted.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

6) List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None

7) List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

None

8) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

None

9) List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

None

10) Are you an cb Original provider cb sales representative cb distributor, cb broker, cb manufacturer, cb other, of the commodities/services proposed upon? If other than the original provider, explain below.

No

11) Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No

12) Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

See attached past performance projects

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding 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 may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

CLEAN FREEK'S JANITORIAL SERVICE, LLC

(Company Name)

DWRIGHT DANIELS

(Printed Name/Signature)

Supplier: Clean Freek's Janitorial Services, LLC

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **BROWARD COUNTY BOARD OF COMMISSIONERS - TRAFFIC ENGINEERING DIVISION**

Address: **2300 W Commercial Blvd**

City/State/Zip: **Fort Lauderdale, FL 33309**

Contact Name: **CARL JOSEPH** Title: **BUILDING MANAGER**

E-Mail Address: **carljoseph@broward.org**

Telephone: **954-952-5491** Fax:

Project Information:

Name of Contractor Performing the work: **CLEAN FREEK'S JANITORIAL SERVICE, LLC**

Name and location of the project: **BROWARD COUNTY TRAFFIC ENGINEERING DIVISION
2300 W COMMERCIAL BLVD. & 4900 W PROSPECT RD.
FORT LAUDERDALE, FL 33309**

Nature of the firm's responsibility on the project: **CLEAN FREEK'S JANITORIAL SERVICE, LLC**

Project duration: **5 YEARS** Completion (Anticipated) Date: **2022**

Size of project: **16,900 SQ. FT.** Cost of project: **250,000.00/PER YR**

Work for which staff was responsible: **â€ Trash removal**

â€ Dusting

â€ Bathroom sanitizing

â€ Window cleaning

â€ Vacuuming

â€ Mopping

â€ Carpet cleaning & floor buffing

â€ Wipe down all equipment

â€ High bay dusting

Contract Type: **MULTI-YEAR**

The results/deliverables of the project: **EXCELLENT**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **CITY OF FORT LAUDERDALE**

Address: **914 SISTRUNK BLVD, SUITE 200**

City/State/Zip: **FORT LAUDERDALE, FL 33311**

Contact Name: **Thomasina Turner Diggs** Title: **CRA Planner**

E-Mail Address: **ThomasinaT@fortlauderdale.gov**

Telephone: **(954) 828-8953** Fax:

Project Information:

Name of Contractor Performing the work: **CLEAN FREEK'S JANITORIAL SERVICE, LLC**

Name and location of the project: **CITY OF FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY & COMMUNITY HOUSING DEVELOPMENT
914 SISTRUNK BLVD, SUITE 200, FORT LAUDERDALE, FL 33311**

Nature of the firm's responsibility on the project: **CLEAN FREEK'S JANITORIAL SERVICE, LLC**

Project duration: **3 YEARS** Completion (Anticipated) Date: **2021**

Size of project: **8,400 SQ. FT.** Cost of project: **73,800**

Work for which staff was responsible: **Clean Floors Daily 5 days per week**

Clean restrooms daily

Clean kitchen (Suite 200)

**Dust furniture, door frames and
baseboards weekly**

Vacuum carpet daily (Suite 200)

Mop floors

**Light cleaning of windows and
windowsills**

Empty trash

**Consolidate contents of all
recycle bins in large recycle bin
(Suite 200)
Buff and shine stained concrete
floors (quarterly)
Change overhead fluorescent light
bulbs as needed
Minor painting and touchups as
needed
Steam clean the carpet (quarterly)
Deep clean inside and outside
windows (quarterly)
Clean air conditioning vents
(quarterly)
Cleaning supplies and equipment
Assist with retrieving, moving and
storage of office file boxes, etc.
Assist with set-up, break-down, and
cleanup for CRA special events
Assist with putting up and taking
down decorations (seasonal)**

Contract Type: **MULTI-YEAR**

The results/deliverables of the project: **EXCELLENT**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **PLANET FITNESS**

Address: **4911 COCONUT CREEK PARKWAY**

City/State/Zip: **COCONUT CREEK, FL 33063**

Contact Name: **WADE SAMPLES** Title:

E-Mail Address: **Wade@pfoffl.com**

Telephone: **(954) 289-3999** Fax:

Project Information:

Name of Contractor Performing the work: **CLEAN FREEK'S JANITORIAL SERVICE, LLC**

Name and location of the project: **PLANET FITNESS GYMS
4911 COCONUT CREEK PARKWAY
COCONUT CREEK, FL 33063**

Nature of the firm's responsibility on the project: **CLEAN FREEK'S JANITORIAL SERVICE, LLC**

Project duration: Completion (Anticipated) Date: **2017**

Size of project: **38,500 SQ. FT.** Cost of project: **83,500**

Work for which staff was responsible: **â€ Dusting**

â€ Bathroom sanitizing

â€ Window cleaning

â€ Vacuuming

â€ Mopping

â€ Carpet cleaning & floor buffing

â€ Wipe down all equipment

â€ High bay dusting

â€ Trash removal

Contract Type: **MONTH TO MONTH**

The results/deliverables of the project: **EXCELLENT**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

Pembroke Pines Fire Rescue 9500 Pines Blvd. Building – B Pembroke Pines, FL, 33024

Item #	Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (A) Work to be Performed Daily Monday, Tuesday, Wednesday and Thursday 6:00-8:00 PM	<u>Daily</u>	25	208	5200
2	As per Scope of Work Section #1.7.2 (A) Work to be Performed Weekly	<u>Weekly</u>	30	52	1560
3	As per Scope of Work Section #1.7.3 (A) Work to be Performed Monthly	<u>Monthly</u>	30	12	360
Total Cost for This Area					7120

Item #	RESTROOMS	Daily / Weekly Monthly		QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (B) Work to be Performed Daily Monday, Tuesday, Wednesday and Thursday 6:00-8:00 PM	<u>Daily</u>	10	208	2080
2	As per Scope of Work Section #1.7.2 (B) Work to be Performed Weekly	<u>Weekly</u>	16	52	832
Total Cost for This Area					2912

Item #	BREAK ROOMS, COFFEE AREAS	Daily / Weekly Monthly		QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (C) Work to be Performed Daily Monday, Tuesday, Wednesday, Thursday 6:00-8:00 PM	Daily	8	208	1664
Total Cost for This Area					1664

Item #	SPECIAL SERVICE SCHEDULE	Per request based on total sq. footage not per sq. ft. price		QTY	Total Annual
1	Extract shampoo carpeted areas - 3x per year	Per Request	180	3	540
2	Scrub/re-wax all vinyl tile to maintain Strip & wax - 3x per year	Per Request	204	3	612
3	Strip/wax - 3x per year	Per Request	51	3	153
Total Cost for This Area					1305

Pembroke Pines Fire Rescue Total Cost for This Location 13001

Fire Department Training Facility 1101 SW 208 Ave. Pembroke Pines, FL 33029

Item #	Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas	Daily / Weekly Monthly		QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (A) Work to be Performed Daily Thursday 4:00 PM -6:00 PM	<u>Daily</u>	20	156	3120
2	As per Scope of Work Section #1.7.2 (A) Work to be Performed Weekly	<u>Weekly</u>	26	52	1352

3	As per Scope of Work Section #1.7.3 (A) Work to be Performed Monthly	<u>Monthly</u>	26	12	312
Total Cost for This Area					4784

Item #	RESTROOMS	Daily / Weekly Monthly		QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (B) Work to be Performed Daily Thursday 4:00 PM -6:00 PM	<u>Daily</u>	3	156	468
2	As per Scope of Work Section #1.7.2 (B) Work to be Performed Weekly	<u>Weekly</u>	4	52	208
Total Cost for This Area					676

Item #	BREAK ROOMS, COFFEE AREAS	Daily / Weekly Monthly		QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (C) Work to be Performed Daily Thursday 4:00 PM -6:00 PM	<u>Daily</u>	6	156	936
Total Cost for This Area					936

Item #	SPECIAL SERVICE SCHEDULE	Per request based on total sq. footage not per sq. ft. price		QTY	Total Annual Cost
1	Extract shampoo carpeted areas -- 3x per year	Per Request	10	3	30
2	Scrub/re-wax all vinyl tile to maintain Strip & wax - 3x per year	Per Request	100	3	300
3	Strip/wax - 3x per year	Per Request	50	3	150
Total Cost for This Area					480

Fire Department Garage			Total Cost for This Location		6876
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Public Safety Communications Dispatch Facility 6057 SW 198 Terrace Pembroke Pines. FL 33332					
Item #	Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas	Daily / Weekly Monthly		QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (A) Work to be Performed Daily Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday Two (2) Shifts 9:00 AM - 1:00 PM and 9:30 PM - 1:30 AM	<u>Daily</u>	33	365	12045
2	As per Scope of Work Section #1.7.2 (A) Work to be Performed Weekly	<u>Weekly</u>	31	52	1612
3	As per Scope of Work Section #1.7.3 (A) Work to be Performed Monthly	<u>Monthly</u>	31	12	372
Total Cost for This Area					14029

Item #	RESTROOMS	Daily / Weekly Monthly		QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (B) Work to be Performed Daily Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday Two (2) Shifts 9:00 AM - 1:00 PM and 9:30 PM - 1:30 AM	<u>Daily</u>	32	365	11680
2	As per Scope of Work Section #1.7.2 (B) Work to be Performed Weekly	<u>Weekly</u>	32	52	1664
Total Cost for This Area					13344

Item #	BREAK ROOMS, COFFEE AREAS	Daily / Weekly Monthly		QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (C) Work to be Performed Daily Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday Two (2) Shifts 9:00 AM - 1:00 PM and 9:30 PM - 1:30 AM	<u>Daily</u>	11.4	365	4161
2	As per Scope of Work Section #1.7.2 (C) Work to be Performed Weekly	<u>Weekly</u>	10	52	520
Total Cost for This Area					4681

Item #	SPECIAL SERVICE SCHEDULE	Per request based on total sq. footage not per sq. ft. price		QTY	Total Annual Cost
1	Extract shampoo carpeted areas - 3x per year	Per Request	189	3	567
2	Scrub/re-wax all vinyl tile to maintain Strip & wax - 3x per year	Per Request	67.8	3	203.4
3	Strip/wax - 3x per year	Per Request	136	3	408
Total Cost for This Area					1178.4

Public Safety Communications Dispatch Facility				Total Cost for This Location	33232.4

Fire Department Garage 6057 SW 198 Terrace Pembroke Pines, FL, 33332

Item #	Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas	Daily / Weekly Monthly		QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (A) Work to be Performed Daily Monday, Wednesday and Friday 5:00 PM -7:00 PM	<u>Daily</u>	4	156	624
2	As per Scope of Work Section #1.7.2 (A) Work to be Performed Weekly	<u>Weekly</u>	5	52	260
3	As per Scope of Work Section #1.7.3 (A) Work to be Performed Monthly	<u>Monthly</u>	10	12	120
Total Cost for This Area					1004

Item #	RESTROOMS	Daily / Weekly Monthly		QTY	Total Annual Cost
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1	As per Scope of Work Section #1.7.1 (B) Work to be Performed Daily Monday, Wednesday and Friday 5:00 PM -7:00 PM	<u>Daily</u>	4	156	624
2	As per Scope of Work Section #1.7.2 (B) Work to be Performed Weekly	<u>Weekly</u>	5	52	260
Total Cost for This Area					884

Item #	BREAK ROOMS, COFFEE AREAS	Daily / Weekly Monthly		QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (C) Work to be Performed Daily Monday, Wednesday and Friday 5:00 PM -7:00 PM	<u>Daily</u>	2	156	312
Total Cost for This Area					312
Item #	SPECIAL SERVICE SCHEDULE	Per request based on total sq. footage not per sq. ft. price		QTY	Total Annual Cost
1	Extract shampoo carpeted areas -- 3x per year	Per Request	20	3	60
2	Scrub/re-wax all vinyl tile to maintain Strip & wax - 3x per year	Per Request	18	3	54
3	Strip/wax - 3x per year	Per Request	40	3	120
Total Cost for This Area					234

Fire Department Garage				Total Cost for This Location	2434
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FOR FUTURE ADDITIONAL REQUIREMENTS

Item #	ADDITIONAL SERVICES	Per Request	Total Cost	
1	Strip/wax Vinyl (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	0.06	
2	Strip/wax Tile (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	0.03	
3	Shampoo carpeted (Per Square Foot) As per Sec 1.8 Floor Care Standards (B) Carpeted Areas	Cost Per S/F	0.12	

Item Description	Packaging	Unit Price	Estimated Quantities	Price
Liquid Hand Soap Pink	Gal.	26	25	2392
Toilet Paper	96 Rolls / Box	63	92	6048
White Multi Fold Towels	10 x 250 Sheets / Box	15	96	0

***PLEASE NOTE THAT THE AMOUNT CHARGED FOR MATERIALS WILL BE BASED ON ACTUAL QUANTITIES USED EACH MONTH**



City of Pembroke Pines

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



City of Pembroke Pines

least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☐ A. Contractor currently complies with the requirements of this section; or
- ☐ B. Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ C. Contractor will not comply with the conditions of this section at the time of contract award: or
- ☐ D. Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
 - ☒ 1. The Contractor does not provide benefits to employees' spouses in traditional marriages;
 - ☐ 2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



City of Pembroke Pines

☐ **3.** The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

☐ **4.** The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: CLEAN FREEK'S JANITORIAL SERVICE, LLC

AUTHORIZED OFFICER NAME / SIGNATURE: Dwight Daniels Digitally signed by Dwight Daniels
Date: 2021.07.19 10:53:07 -04'00'



City of Pembroke Pines

E-VERIFY SYSTEM CERTIFICATION STATEMENT (UNDER SECTION 448.095, FLORIDA STATUTES)

1. Definitions:
 - a. **“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
 - b. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
 - c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
 - a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
3. Contract Termination
 - a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
 - b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 - c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
 - d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
 - e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

CLEAN FREEK'S JANITORIAL SERVICE, LLC

COMPANY NAME: _____

DWRIGHT DANIELS

PRINTED NAME / AUTHORIZED SIGNATURE: _____

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021**DBA:** CLEAN FREEKS JANITORIAL SERVICES
Business Name: CLEAN FREEKS JANITORIAL SERVICES**Receipt #:** 325-262208
Business Type: CLEANING/JANITORIAL**Owner Name:** CLEAN FREEKS JANITORIAL SERVICES
Business Location: 240 NW 9TH ST APT 1
POMPANO BEACH**Business Opened:** 05/09/2014
State/County/Cert/Reg:
Exemption Code:**Business Phone:** 9547094821

Rooms

Seats

Employees

1

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	6.60	0.00	0.00	0.00	0.00	39.60

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

CLEAN FREEKS JANITORIAL SERVICES
240 NW 9TH ST APT 1
POMPANO BEACH, FL
33060-5648

Receipt # WWW-20-00203924
Paid 05/05/2021 3.30

2020 - 2021**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021**DBA:** CLEAN FREEKS JANITORIAL SERVICES
Business Name: CLEAN FREEKS JANITORIAL SERVICES**Receipt #:** 325-262208
Business Type: CLEANING/JANITORIAL**Owner Name:** CLEAN FREEKS JANITORIAL SERVICES
Business Location: 240 NW 9TH ST APT 1
POMPANO BEACH**Business Opened:** 05/09/2014
State/County/Cert/Reg:
Exemption Code:**Business Phone:** 9547094821

Rooms

Seats

Employees

1

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	6.60	0.00	0.00	0.00	0.00	39.60

Receipt # WWW-20-00203924
Paid 05/05/2021 3.30

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

LOBBYING

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

CLEAN FREEK'S JANITORIAL SERVICE, LLC

Contrator / Name of Company

DWRIGHT DANIELS, OWNER

Printed Name and Title of Contractor's Authorized Official

7/19/2021

Date

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.



Signature of Contractor's Authorized Official

CLEAN FREEK'S JANITORIAL SERVICE, LLC

Contrator / Name of Company

DWRIGHT DANIELS, OWNER

Printed Name and Title of Contractor's Authorized Official

7/19/2021

Date



City of Pembroke Pines

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☒ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: CLEAN FREEK'S JANITORIAL SERVICE, LLC

PRINTED NAME / AUTHORIZED SIGNATURE: Dwight Daniels

Digitally signed by Dwight Daniels
Date: 2021.07.19 11:02:06 -04'00'

City of Fort Lauderdale CRA & HCD Office s, 8,396 Sq. Ft. Facility



Project Description:

Clean Freek's Janitorial Services, LLC is currently providing the custodial and maintenance services for this 8,396 sq. ft. facility. We remove all trash, vacuum floor areas, dust, and sanitize bathrooms daily. The following services are also provided as needed: buff and wax floors, deep clean carpet, interior and exterior cleaning of windows, and dust high bay areas. This project is ongoing. 2018 to Present

Project Highlights:

- Clean Floors Daily – 5 days per week
- Clean restrooms daily
- Clean kitchen (Suite 200)
- Dust furniture, door frames and baseboards weekly
- Vacuum carpet daily (Suite 200)
- Mop floors
- Light cleaning of windows and windowsills
- Empty trash
- Consolidate contents of all recycle bins in large recycle bin (Suite 200)
- Buff and shine stained concrete floors (quarterly)
- Change overhead fluorescent light bulbs as needed
- Minor painting and touchups as needed
- Steam clean the carpet (quarterly)
- Deep clean inside and outside windows (quarterly)
- Clean air conditioning vents (quarterly)
- Cleaning supplies and equipment
- Assist with retrieving, moving and storage of office file boxes, etc.
- Assist with set-up, break-down, and cleanup for CRA special events
- Assist with putting up and taking down decorations (seasonal)

Contact Information: Thomasina Turner Diggs, Project Coordinator

Broward Co unty Traffic Engineering Division – Commercial Blvd., 12,500 Sq. Ft. Facility



Project Description:

Clean Freek's Janitorial Services, LLC is currently providing the janitorial and maintenance services for this 12,500 sq. ft. facility. We remove all trash, vacuum floor areas, dust, and sanitize bathrooms daily. The following services are also provided as needed: buff and wax floors, deep clean carpet, interior and exterior cleaning of windows, and dust high bay areas. This building has 4 restrooms. This project is ongoing. 2018 to Present

Project Highlights:

- Trash removal
- Dusting
- Bathroom sanitizing
- Window cleaning
- Vacuuming
- Mopping
- Carpet cleaning & floor buffing
- Wipe down all equipment
- High bay dusting

Contact Information: Carl Joseph, Building Manager, 954-952-5491, carljoseph@broward.org

Broward County Traffic Engineering Division – Prospect Rd., 4,399 Sq. Ft. Facility



Project Description:

Clean Freek's Janitorial Services, LLC is currently providing the janitorial and maintenance services for this 4,399 sq. ft. facility. We remove all trash, vacuum floor areas, dust, and sanitize bathrooms daily. The following services are also provided as needed: buff and wax floors, deep clean carpet, interior and exterior cleaning of windows, and dust high bay areas. This building has 4 restrooms. This project is ongoing. 2018 to Present.

Project Highlights:

- Trash removal
- Dusting
- Bathroom sanitizing
- Window cleaning
- Vacuuming
- Mopping
- Carpet cleaning & floor buffing
- Wipe down all equipment
- High bay dusting

Contact Information: Carl Joseph, Building Manager, 954-952-5491,
carljoseph@broward.org

Cayman Manufacturing, Inc., 50,000 Sq. Ft. Facility



Project Description:

Clean Freek's Janitorial Services, LLC. is currently providing the janitorial and maintenance services for this 19,000 sq. ft. facility. Serving include removing all trash, mopping and vacuuming all floor areas. Clean Freek's also sanitized bathrooms, dust and high bay dust as needed, in addition to window cleaning.

Contact Information

Josh Ferguson

Josh.ferg@hotmail.com
954-421-1170
50,000 Sq. Ft.

Project Highlights:

- Trash removal
- Dusting
- Bathroom sanitizing
- Window cleaning
- Vacuuming
- Mopping
- Carpet cleaning & floor buffing
- Wipe down all equipment
- High bay dusting

Planet Fitness, 24,000 Sq. Ft. Facility



Project Description:

Clean Freek's Janitorial Services, LLC. is currently providing the janitorial and maintenance services for this 24,000 sq. ft. facility. Our responsibilities including mopping floors, vacuuming offices, dusting the entire facility, trash removal, cleaning and sanitizing bathrooms, and high bay dusting (as needed). In addition to those services we also provide, carpet cleaning, floor buffing, and wipe down all equipment.

Project Highlights:

- Trash removal
- Dusting
- Bathroom sanitizing
- Window cleaning
- Vacuuming
- Mopping
- Carpet cleaning & floor buffing
- Wipe down all equipment
- High bay dusting

Contact Information

Jonathan Woodard

jonathan@pfoffl.com,
954-289-3939
24,000 Sq. Ft.

Planet Fitness, 21,000 Sq. Ft. Facility



Project Description:

Clean Freek's Janitorial Services, LLC. is currently providing the janitorial and maintenance services for this 21,000 sq. ft. facility. We mop, vacuum, remove trash, dusting, high bay dusting (as needed), sanitize bathrooms and clean windows. In addition to the services being rendered. We also provide carpet cleaning, buff floors, and wipe down all equipment.

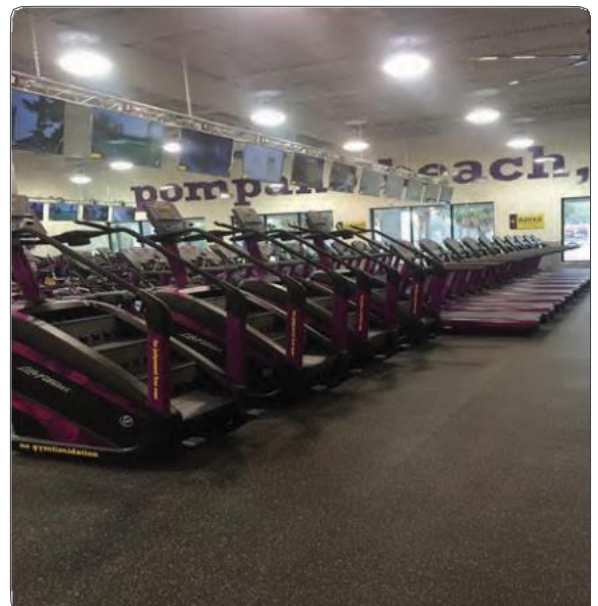
Contact Information

Steve Hobbs

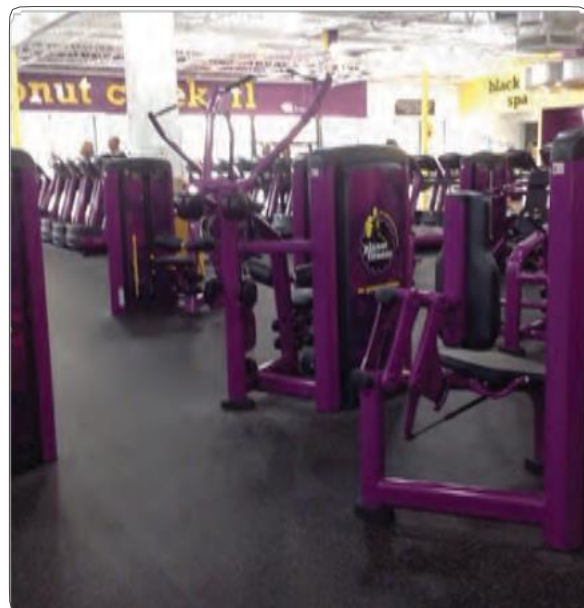
SteveHobbs@pfoftn.com
954-289-3900
21,000 Sq. Ft.

Project Highlights:

- Trash removal
- Dusting
- Bathroom sanitizing
- Window cleaning
- Vacuuming
- Mopping
- Carpet cleaning & floor buffing
- Wipe down all equipment
- High bay dusting



Planet Fitness, 19,000 Sq. Ft. Facility



Project Description:

Clean Freek's Janitorial Services, LLC. is currently providing the janitorial and maintenance services for this 19,000 sq. ft. facility. We remove all trash, vacuum floor areas, dust, and sanitize bathrooms daily. The following services are provide as needed buff and wax floors, deep clean carpet, interior and exterior cleaning of windows, and dust high bay areas.

Contact Information

Wade Samples

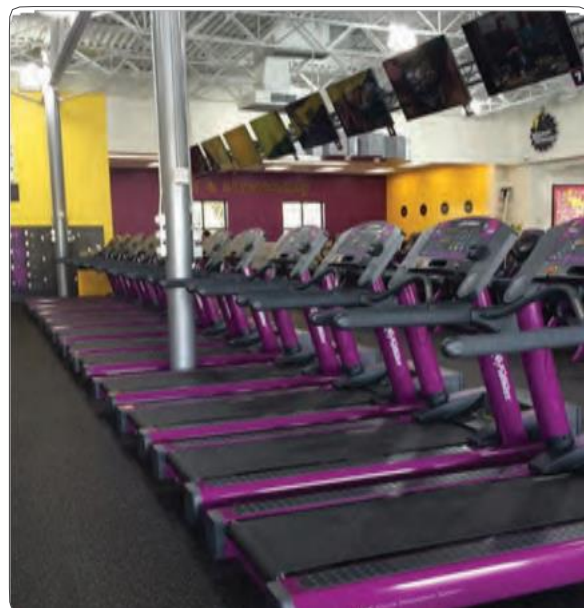
Wade@pfoffl.com
954-526-2100
19,000 Sq. Ft.

Project Highlights:

- Trash removal
- Dusting
- Bathroom sanitizing
- Window cleaning
- Vacuuming
- Mopping
- Carpet cleaning & floor buffing
- Wipe down all equipment
- High bay dusting



Planet Fitness, 19,500 Sq. Ft. Facility



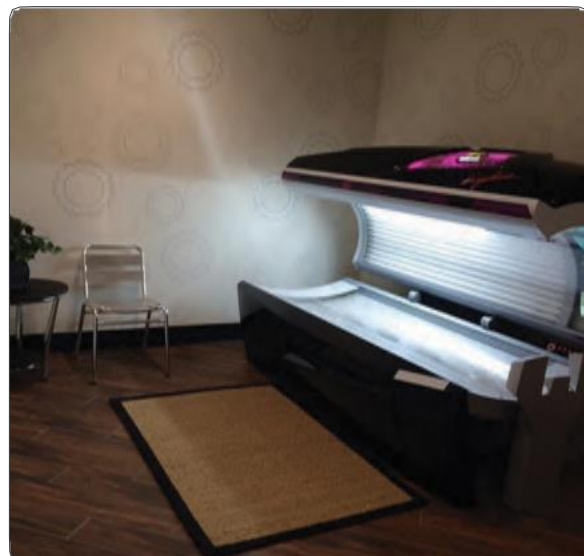
Project Description:

Clean Freek's Janitorial Services, LLC. is currently providing the janitorial and facility maintenance for this 19,500 sq. ft. Our services include removing all trash, mop and vacuum all floor areas, sanitize bathrooms, and dust. On an as need basis we buff and wax floors, deep clean carpets, and dust in high bay areas as needed. Additional beautification requests and outdoor cleans was provided on as requested.

Contact Information

Wade Samples

Wade@pfoffl.com
954-289-3999
19,500 Sq. Ft.



3. PAST PERFORMANCE REFERENCES

Reference 1 – Broward County

Carl Joseph
County Building Manager
954-952-5491, carljoseph@broward.org

Reference 2 – Department of Motor Vehicles, Margate, FL

Mrs. N. Addis
Contract Administrator
954-655-4885, msaddis01@gmail.com

Reference 3 – Cayman Manufacturing

Josh Ferguson
Josh.ferg@hotmail.com
954-421-1170

Reference 4 – Planet Fitness

Wade Samples
Wade@pfoffl.com
954-289-3999



City of Pembroke Pines

**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, DWRIGHT DANIELS, on behalf of CLEAN FREEK'S JANITORIAL SERVICE, LLC,
Print Name and Title Company Name
 certify that CLEAN FREEK'S JANITORIAL SERVICE, LLC:
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

DWRIGHT DANIELS

Print Name / Title

Signature

CLEAN FREEK'S JANITORIAL SERVICE, LLC

Company Name



City of Pembroke Pines

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted CLEAN FREEK'S JANITORIAL SERVICE, LLC
(name of entity submitting sworn statement)
whose business address is 240 NW 9 ST, #1
and (if applicable) its Federal Employer Identification Number (FEIN) is
46-5573571. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)
2. My name is DWRIGHT DANIELS and my
(Please print name of individual signing)
relationship to the entity named above is OWNER.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "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, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. 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 Cityship 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



City of Pembroke Pines

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.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with 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.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
- ☒ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND **(Please indicate which additional statement applies.)**
- ☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

DWRIGHT DANIELS

Bidder's Name

Signature

CLEAN FREEK'S JANITORIAL SERVICE, LLC

7/19/2021

Company Name

Date



City of Pembroke Pines

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each 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.

SECTION 2 AFFIRMATION

☒ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

CLEAN FREEK'S JANITORIAL SERVICE, LLC

Company Name

DWRIGHT DANIELS

Authorized Signer Name

Dwight Daniels
Digitally signed by Dwight Daniels
Date: 2021.07.19 10:49:56 -04'00'

Authorized Signature



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

VENDOR INFORMATION FORM

The City of Pembroke Pines is currently implementing an enhanced Citywide Enterprise Resource Planning (ERP) system with the goal of updating our processes and improving customer service. Part of the new Tyler Technologies Munis ERP system will include a vendor management module. In addition, this new system will include a Vendor Self Service (VSS) web portal which will allow vendors to update their necessary information and documents on an as-needed basis. The City intends for this system to allow for vendors to view their Purchase Orders, Invoices, Checks and other beneficial information in real-time. Using VSS, vendors will also be able to enter and maintain their contact and remittance information, discount and payment terms, designated contact persons, and the commodity codes that represent the goods and services the vendor can provide.

While we work towards go-live with the new VSS web portal, we are requesting for vendors to complete the attached Vendor Registration Packet and submit it to accountspayable@ppines.com to help facilitate the implementation process.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	CLEAN FREEK'S JANITORIAL SERVICE, LLC		
Doing Business As (DBA)			
Primary Business Address	240 NW 9 ST, #1		
	City:	POMPANO BEACH	
	State:	FL	Zip: 33060
	Country:	USA	
Remit To Address	240 NW 9 ST, #1		
	City:	POMPANO BEACH	
	State:	FL	Zip: 33060
	Country:	USA	
Order From Address			
	City:		
	State:		Zip:
	Country:		
Foreign Entity (Yes/No)			
Telephone Number	(954) 709-4821		
Primary Company E-mail	DWIGHTDANIELS77@GMAIL.COM		
Fax			
Website			
DUNS			
Independent Contractor (Yes/No)			
Identification Number	SSN:		FID: 46-5573571

GENERAL PAYMENT TERMS		
Discount Percent Defines the discount percentage the vendor extends to your organization.	Days to Discount Number of days which payment must be received to claim the discount percent.	Days to Net Number of days that the vendor allows before requiring net payment.
		30 Days



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

CONTACT # 1	
Contact Name (First & Last Name)	DWRIGHT DANIELS
Description/Title/Position	OWNER
Phone (Voice)	(954) 709-4821
Phone (Text)	(954) 709-4821
Fax	
E-mail	DWIGHTDANIELS77@GMAIL.COM

CONTACT # 2	
Contact Name (First & Last Name)	
Description/Title/Position	
Phone (Voice)	
Phone (Text)	
Fax	
E-mail	

CONTACT # 3	
Contact Name (First & Last Name)	
Description/Title/Position	
Phone (Voice)	
Phone (Text)	
Fax	
E-mail	

MINORITY BUSINESS ENTERPRISE			
MBE Classifications	Yes	Certifying Agency	Expiration
African American			
Asian American			
Disadvantage Business			
Hispanic American			
HubZone / Labor Surplus Area			
Minority Owned Business			
Native American			
Small Business Enterprise	Yes	Broward County	2022
Veteran Owned Small Business			
Woman Owned Business			

If you selected "Yes" to any of the above items, please attach proof of certification.

GEOGRAPHIC PREFERENCE	
Local Broward County Vendor	Yes
Local Pembroke Pines Vendor	
Not a Local Broward County of Pembroke Pines Vendor	

Please read and complete the attached "Local Vendor Preference Certification" Form and select the applicable option above.

STATE REGISTRATION	
Is your company registered with the State of Florida? (Y/N)	Yes
If not, what state is your company registered in?	

Please attach the print out from <https://dos.myflorida.com/sunbiz/> or the appropriate state showing your active registration and any applicable fictitious names that are registered.



City of Pembroke Pines

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: CLEAN FREEK'S JANITORIAL SERVICE, LLC

PRINTED NAME / AUTHORIZED SIGNATURE: Dwight Daniels Digitally signed by Dwight Daniels
Date: 2021.07.19 12:37:46 -04'00'

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DWRIGHT DANIELS		
	2 Business name/disregarded entity name, if different from above CLEAN FREEK'S JANITORIAL SERVICE, LLC		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>		
	5 Address (number, street, and apt. or suite no.) See instructions. 240 NW 9 ST, #1	Requester's name and address (optional)	
6 City, state, and ZIP code POMPANO BEACH, FL 33060			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
4	6	-	5	5	7	3	5	7	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

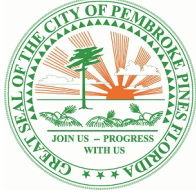
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 12.

File ID: 21-0710

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/09/2021

Short Title: IFB # FI-21-02 "Janitorial Services for Fire Department

Final Action: 08/18/2021

Title: MOTION TO AWARD IFB # FI-21-02 "JANITORIAL SERVICES FOR THE FIRE DEPARTMENT" TO THE MOST RESPONSIVE/RESPONSIBLE BIDDER, CLEAN FREEK'S JANITORIAL SERVICES, LLC., IN THE ANNUAL AMOUNT NOT TO EXCEED \$70,000, WHICH INCLUDES AN OWNER'S CONTINGENCY IN THE AMOUNT OF \$3,197.40.

***Agenda Date:** 08/18/2021

Agenda Number: 12.

Internal Notes:

Attachments: 1. Clean Freek's Janitorial Services, LLC - Vendor Executed Agreement, 2. Exhibit A - FI-21-02 Janitorial Services for the Fire Department, 3. Exhibit B - Clean Freek's Janitorial Services, LLC, 4. Equipment List, 5. FI-21-02 Bid Tabulation

1 City Commission 08/18/2021 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo,
Commissioner Siple, and Commissioner Schwartz

Nay: - 0

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines an Invitation for Bid as "A written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the city is capable of specifically defining the scope of work for which a service is required or when the city is capable of establishing 15 precise specifications defining the actual commodities required. The invitation for bid shall include instructions to bidders, plans, drawings and specifications, if any, bid form and other required forms and documents to be submitted with the bid."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."

- Section 35.19(A) states "All sealed competitive solicitations as defined in § 35.18 shall be presented to the City Commission for their consideration prior to advertisement."

- Section 35.19(E) is titled "Bid opening procedure".

- Section 35.19(E)(5) states "The city reserves the right to waive any irregularities in the bids, as determined by the Chief Procurement Officer and approved by the City Manager."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On June 16, 2021, the City Commission authorized the advertisement of RFP # FI-21-02 "Janitorial Services for the Fire Department", which was advertised on June 22, 2021.
2. The purpose of this solicitation was to find a contractor to provide janitorial services for the Fire Department.
3. On July 20, 2021, the City opened six (6) proposals from the following vendors:

Vendor Name	Total Cost
Clean Freek's Janitorial Services, LLC	\$ 65,423.40
Ceiling to Floor Cleaning, Inc.	\$ 68,406.32
Admire Cleaning Service	\$ 69,578.00
Global Services	\$ 90,803.96
Amer-Plus Janitorial & Maintenance LLC	\$ 111,651.47

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Chi-Ada Corporation \$ 431,669.44

4. Clean Freek's Janitorial Services, LLC., submitted all of the requested forms, except for the equipment list.
5. Per § 35.19(E)(5) of the City's Procurement Procedures, "The city reserves the right to waive any irregularities in the bids, as determined by the Chief Procurement Officer and approved by the City Manager."
6. The Procurement Director allowed Clean Freek's Janitorial Services, LLC to submit their completed equipment list after the bid was opened.
7. The Fire Department has reviewed the proposals and has deemed Clean Freek's Janitorial Services, LLC. to be the most responsive/responsible bidder. The Department is recommending to enter into a two year agreement commencing on October 1, 2021 and expiring on September 30, 2023. This agreement may be renewed for one (1) additional two (2) year renewal.
8. In addition, Clean Freek's Janitorial Services, LLC. has also completed the Equal Benefits Certification Form and has utilized the following allowable exemption, stating that "the Contractor does not provide benefits to employees' spouses in traditional marriages."
9. The Fire Department would like to add a \$3,197.40 owner's contingency to the project to cover any additional services needed.
10. Request Commission to award IFB # FI-21-02 "Janitorial Services for the Fire Department" to the most responsive/responsible bidder, Clean Freek's Janitorial Services, LLC. in the annual amount not to exceed \$70,000, which includes an owner's contingency in the amount of \$3,197.40.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$70,000 (contract begins in on 10/1/2021)

b) Amount budgeted for this item in Account No:

Funds are available in account # 1-529-4003-534500-0000-000-0000 for the following locations: Pembroke Pines Fire Rescue, Pines Fire Training Facility, and Fire Department Garage.

Funds are available in account# 529-4003-534500-0000-000-0000-00911 for the Dispatch Center on the 2nd floor of Station 101.

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 5 year projection of the operational cost of the project:

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	NA	NA
Expenditures	\$0	\$70,000	\$70,000	NA	NA

Agenda Request Form Continued (21-0710)

Net Cost	\$0	\$70,000	\$70,000	NA	NA
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e) Detail of additional staff requirements: Not Applicable.