



City of Pembroke Pines

**SEVENTH AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SAFEGUARD SERVICES, INC.**

THIS AMENDMENT (“Seventh Amendment”), dated January 21, 2025, 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

SAFEGUARD SERVICES, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **2001 SW 100th Terrace, Miramar, FL 33025** hereinafter referred to as “CONTRACTOR”. “CITY” and “CONTRACTOR” may hereinafter be referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, on **July 20, 2017**, the Parties entered into an Agreement (“Original Agreement”) for the provision of janitorial services at the CITY’s Charter Schools and Early Development Centers, for an initial **three (3) year** period, which expired on **June 30, 2020**; and,

WHEREAS, on **December 19, 2017**, the Parties executed the First Amendment to the Original Agreement, to amend Section 4.2 of the Original Agreement to include a twenty-four thousand, five hundred dollars and 00/100 cents (\$24,500.00) contingency fee in the annual amount; and,

WHEREAS, on **August 7, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to waive the requirement for Payment and Performance Bonds; and,

WHEREAS, on **December 4, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term an additional **three (3) year** period, which expired on **June 30, 2023**; and,

WHEREAS, on **August 4, 2021**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to revise and amend the Scope of Services to remove the Village and Bright Beginnings Early Development Center locations, to include electrostatic spraying, and to amend the compensation accordingly; and,

WHEREAS, on **August 10, 2022**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to increase the annual compensation to one million, five hundred sixty-eight thousand, forty-two dollars and 46/100 cents (\$1,568,042.46) from one



City of Pembroke Pines

million, four hundred forty thousand, five hundred ninety-four dollars and 00/100 cents (\$1,440,594.00) effective **August 4, 2022**, to keep pace with the minimum wage requirements; and,

WHEREAS, on **April 24, 2023**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, to increase the compensation by nine and seventy-eight hundredths' percent (9.78%), and to renew the term for an additional **three (3) year** period, which expires on **June 30, 2026**; and,

WHEREAS the Parties desire to revise and amend the Scope of Services effective **August 1, 2024**, to discontinue services at the CITY's Early Development Center West Campus location, and to begin servicing additional space for the CITY's Charter School West Campus as more particularly described in **Exhibit "A-7"**, attached hereto and by this reference made a part hereof; and,

WHEREAS the Parties further agrees to remove the CONTRACTOR's obligation to replace all broken or damaged dispensers, and to increase the compensation amount effective **October 1, 2024**, by five percent (5%) as more particularly described in **Exhibit "A-7"**, attached hereto, and as set forth in this Seventh 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. The Original Agreement, as amended, is hereby revised and amended effective **August 1, 2024**, to discontinue services at the CITY's Early Development Center West Campus location, and to begin servicing additional space for the CITY's Charter School West Campus as more particularly described in **Exhibit "A-7"**, attached hereto.

SECTION 3. Section 4.2 of the Original Agreement, as amended, is hereby revised and amended to increase the compensation amount effective **October 1, 2024**, by five percent (5%) as more particularly described in **Exhibit "A-7"**, attached hereto, and as set forth below:

"4.2 Based on an **ANNUAL AMOUNT NOT TO EXCEED** equal to **ONE MILLION, EIGHT HUNDRED THIRTY-TWO THOUSAND, NINE HUNDRED SIXTY-SEVEN DOLLARS AND 08/100 CENTS (\$1,832,967.08)**, which includes an owner's contingency fee in the amount of **TWENTY-FOUR THOUSAND, FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$24,500.00)** 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."



SECTION 4. Section 1.3 (A) of **Exhibit “A”** attached to the Original Agreement, as amended, entitled RFP # ED-17-02 Janitorial Services for Charter Schools & Early Development Centers is hereby revised and amended as set forth below:

“1.3 (A) 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.”

SECTION 5. 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 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:

5.1 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

5.2 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:

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

5.2.2 Is engaged in business operations in Syria.

SECTION 6. 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.

6.1 **Definitions for this Section.**

6.1.1 “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.

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

6.1.3 “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.



City of Pembroke Pines

6.1.4 “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.

6.2 **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:

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

6.2.2 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

6.2.3 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 7. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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 thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Seventh Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.



City of Pembroke Pines

SECTION 8. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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. By executing this Seventh Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 9. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Seventh Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 10. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Seventh Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Seventh Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 11. In the event of any conflict or ambiguity by and between the terms and provisions of this Seventh Amendment, and the Original Agreement, as amended, the terms and provisions of this Seventh Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 12. 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 13. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Seventh Amendment. The exhibits, if not physically attached, should be treated as part of this Seventh Amendment and are incorporated herein by reference.

SECTION 14. Each person signing this Seventh Amendment on behalf of either Party



City of Pembroke Pines

individually warrants that he or she has full legal power to execute this Seventh 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 Seventh Amendment.

SECTION 15. This Seventh 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 Seventh 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 AND AFFIDAVIT 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:

Samuel A. Gault Jan 12/4/25

Print Name: SAMUEL A. GAULT
OFFICE OF THE CITY ATTORNEY

DocuSigned by:
Angelo Castillo
BY: _____ January 21, 2025
E2D2D4AA8795454...
MAYOR ANGELO CASTILLO

ATTEST:

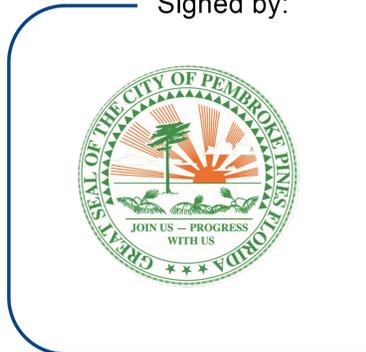
DocuSigned by:
Debra Rogers

F8EA9A23A58B417... January 21, 2025

DEBRA E. ROGERS, CITY CLERK

DocuSigned by:
Charles F. Dodge
BY: _____ January 21, 2025
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

Signed by:



CONTRACTOR:

SAFEGUARD SERVICES, INC.

Signed By: *Kevin Connor*

Printed Name: Kevin Connor

Title: CEO



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: 12-4-24

ENTITY: Safeguard Services, Inc.

SIGNED BY: [Signature]

NAME: Kevin Connor

TITLE: CEO



Exhibit "A-7"

2001 SW 100TH Terrace
Miramar, FL, 33025
Tel: 954-963-4900
Fax: 954-963-3884
www.safeguardservices.net

DATE: 08/6/2024

TO: Steven Buckland

FROM: Kevin Connor

RE: West Elementary/Early Development Center Change Order Request

Safeguard Services proposes the following change order to discontinue services to the Early Development Center in West Campus and begin servicing for West Elementary.

The credit for the Early Development Center is six thousand nine hundred seventy-two dollars and sixty cents (\$6,972.60).

Safeguard Services, Inc. will continue to provide all janitorial services that were provided to the EDC, which includes 1 Full Time Employee (hours TBD by school Administration), to West Elementary's new area. Additional services are to be added for breakfast and lunch cafeteria services, and nightly cleaning. Note, the EDC did not require nightly cleaning as this task was handled by the day porter.

The cost to provide this service as newly defined is nine thousand seven hundred fifty-eight dollars (\$9,758.00).

Thank you for letting us be of service.





2001 SW 100TH Terrace
 Miramar, FL, 33025
 Tel: 954-963-4900
 Fax: 954-963-3884
www.safeguardservices.net

September 30, 2024

City of Pembroke Pines
 8300 So Palm Drive
 Pembroke Pines, FL 33025
 Attn: Steven Buckland

Dear Mr. Buckland,

As we begin the 24-25 school year, as well as our 13th year of successful service to the Pembroke Pines Charter School System, we have assessed the current financial pressures. Increases in the economy, labor market, minimum wage increases, and consumer goods continue to rise, drastically forcing us to request a 5% increase. This increase will allow us to remain competitive and retain our hard working employees. Please see the new monthly rates per facility we are requesting for this school year effective 10/1/2024.

• Academic Village	\$ 44,484.72
• East Elementary School	\$ 16,954.50
• FSU Elementary School	\$ 16,815.34
• Central Middle School	\$ 14,387.41
• Central Elementary School	\$ 14,387.41
• West Middle School	\$ 13,673.95
• West Elementary School	\$ 23,431.96
○ Adds 5% to original cost of \$13,022.82	
○ Adds former EDC Bldg. @ \$6,972.60	
○ Adds additional services at \$2,785.40	
• <u>Central Campus EDC</u>	<u>\$ 6,570.30</u>
• Total Monthly Cost	\$ 150,705.59
• Total Annual Cost	\$1,808,467.08

In addition, we would like to amend the contract to remove our obligation to provide dispensers. There is frequent vandalism by students making the number of dispensers we have to replace excessive. Dispensers are not expendable items, nor cleaning supplies and we do not believe we should absorb the cost of vandalism.

We will order replacement dispensers as requested and provide a copy of the invoice to be paid by the City of Pembroke Pines, with no mark-up.

We are proud of our partnership and commitment to our students over the years and look forward to continuing our business relationship.



School and EDC Janitorial Ammdement Summary
Additional Services increase effective 8/1/2024
CPI increase effective date of 10/1/2024

Site	Current Monthly Fee	5% Increase	Additional Services	New Monthly Fee
Academic Village	\$ 42,366.40	\$ 2,118.32	N/A	\$ 44,484.72
East Elementary	\$ 16,147.14	\$ 807.36	N/A	\$ 16,954.50
FSU Elementary	\$ 16,014.61	\$ 800.73	N/A	\$ 16,815.34
Central Middle	\$ 13,702.30	\$ 685.12	N/A	\$ 14,387.42
Central Elementary	\$ 13,702.29	\$ 685.11	N/A	\$ 14,387.40
West Middle	\$ 13,022.81	\$ 651.14	N/A	\$ 13,673.95
West Elementary	\$ 13,022.82	\$ 651.14	\$ 9,758.00	\$ 23,431.96
Total CS Monthly	\$ 127,978.37	\$ 6,398.92	\$ 9,758.00	\$ 144,135.29
Central EDC	\$ 6,257.43	\$ 312.87	\$ -	\$ 6,570.30
West EDC	\$ 6,972.60	EDC Converted to K-1 classes, Cost moved to West Elementary Purchase order		
Total EDC Monthly	\$ 13,230.03	\$ 312.87	\$ -	\$ 6,570.30

	FY 2023/24	FY 2024/25
Total Annual Fee	\$ 1,694,500.80	\$ 1,808,467.08
Contingency	\$ 24,500.00	\$ 24,500.00
Total Annual Contract	\$ 1,719,000.80	\$ 1,832,967.08



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 7.

File ID: 24-1206

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 12/17/2024

Short Title: Motion to Approve Seventh Amendment for Janitorial Services at the Charter Schools and EDCs

Final Action: 01/15/2025

Title: MOTION TO APPROVE THE SEVENTH AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH SAFEGUARD SERVICES, INC. FOR JANITORIAL SERVICES AT THE CHARTER SCHOOLS AND EARLY DEVELOPMENT CENTERS (EDC'S) TO INCREASE THE ANNUAL AMOUNT NOT TO EXCEED FROM \$1,719,000.91 TO \$1,832,967.08, WHICH INCLUDES AN OWNER'S CONTINGENCY IN THE AMOUNT OF \$24,500, AND REVISES THE SCOPE OF WORK RELATED TO THE CHANGES AT THE WEST CAMPUS CHARTER SCHOOL EFFECTIVE AUGUST 1, 2024, AND ALSO REMOVES THE CONTRACTOR'S OBLIGATION TO REPLACE DISPENSERS AND ACCOUNTS FOR A 5% INCREASE, EFFECTIVE OCTOBER 1, 2024.

***Agenda Date:** 01/15/2025

Agenda Number: 7.

Internal Notes:

Attachments: 1. Seventh Amendment to the Safeguard Services, Inc. Contractual Services Agreement (Vendor Executed), 2. Exhibit A-7, 3. Safeguard Services, Inc. Janitorial Services Charter Schools & EDC (AB), 4. Feasibility Analysis - Janitorial Services for Charter Schools

Related Files:

1 City Commission 01/15/2025 approve Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez,
Commissioner Schwartz, and Commissioner Hernandez

Nay: - 0

MOTION TO APPROVE THE SEVENTH AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH SAFEGUARD SERVICES, INC. FOR JANITORIAL SERVICES AT THE CHARTER SCHOOLS AND EARLY DEVELOPMENT CENTERS (EDC'S) TO INCREASE THE ANNUAL AMOUNT NOT TO EXCEED FROM \$1,719,000.91 TO \$1,832,967.08, WHICH INCLUDES AN OWNER'S CONTINGENCY IN THE AMOUNT OF \$24,500, AND REVISES

THE SCOPE OF WORK RELATED TO THE CHANGES AT THE WEST CAMPUS CHARTER SCHOOL EFFECTIVE AUGUST 1, 2024, AND ALSO REMOVES THE CONTRACTOR'S OBLIGATION TO REPLACE DISPENSERS AND ACCOUNTS FOR A 5% INCREASE, EFFECTIVE OCTOBER 1, 2024.

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines a Request for Proposals as "A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include, but is not limited to, general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The city may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."

- 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 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- 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."

- Section 35.28 of the City's Code of Ordinances is titled "CHANGE ORDERS."

- Section 35.28(A) states, "City Managers authority. Subject to the restrictions contained in division (B) below, the City Manager or designee is authorized to approve and initial work on the following types of change orders determined in his or her judgment, to be in the public interest, as follows:"

- Section 35.28(B) states that "Notwithstanding the provisions of (A) above, the City Manager is not authorized to approve a change order without authorization of the City Commission where the initial purchase required the City Commission's approval and where the sum of all change orders issued under the contract exceeds 5% of the original contract amount or \$25,000."

SUMMARY EXPLANATION AND BACKGROUND:

1. On March 1, 2017, the City Commission authorized the advertisement of RFP # ED-17-02 "Janitorial Services for Charter Schools & Early Development Centers", which was advertised on March 30, 2017.
2. On June 21, 2017, the City Commission approved the findings and recommendation of the evaluation committee and awarded RFP # ED-17-02 "Janitorial Services for Charter Schools & Early Development Centers" to Safeguard Services, Inc. in the annual amount of \$1,295,910.55 for an initial three-year period.
3. As a result, on July 20, 2017, the City entered into a contractual service agreement with Safeguard Services, Inc. for the initial three-year period through June 30, 2020, with the option to renew for two additional, three-year renewal terms, upon mutual consent, evidenced by a written Amendment.
4. On December 19, 2017, the parties entered into the First Amendment to add a contingency amount of \$24,500.
5. On August 1, 2018, the City Commission approved entering into the Second Amendment to waive the requirement for payment and performance bonds based on Safeguard's excellent work history with the City, responsiveness to concerns, and performance ability, which was formalized when the parties executed the Second Amendment on August 7, 2018.
6. On December 4, 2019, the City Commission approved the Contract Database Report and the Department's recommendation to enter into the Third Amendment for the first, three-year renewal term, extending the agreement to June 30, 2023.
7. On November 3, 2020, Florida voters approved Florida Amendment 2, which amended Florida's constitution to gradually increase the state's minimum wage from \$8.56 an hour to \$15 an hour by the year 2026, according to the following schedule:

Effective Date	Minimum Wage	Increase \$	Increase %
Jan. 01, 2021	\$ 8.65	\$0.09	1.05%
Sep. 30, 2021	\$10.00	\$1.35	15.61%
Sep. 30, 2022	\$11.00	\$1.00	10.00%

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Sep. 30, 2023	\$12.00	\$1.00	9.09%
Sep. 30, 2024	\$13.00	\$1.00	8.33%
Sep. 30, 2025	\$14.00	\$1.00	7.69%
Sep. 30, 2026	\$15.00	\$1.00	7.14%

8. On July 12, 2021, Safeguard Services, Inc. sent a letter to the City requesting an increase in the contract amount due to increasing labor costs attributed to the passage of Florida Amendment 2, which increases the minimum wage by 15.61% effective September 30, 2021.

Additionally, due to the Covid-19 pandemic, daily electrostatic spraying for the schools was being performed under an emergency order and with the decline of the pandemic this service was changed to once a week and requested to become a permanent part of the contract.

For the Fourth Amendment, the requested changes were:

Description	Amount
Increase related to minimum wage changes	\$ 136,850.00
Increase for weekly electrostatic spraying	\$ 89,300.00
Decrease for elimination of Village EDC	\$ (50,390.00)
Decrease for elimination of Bright Beginnings EDC	\$ (55,560.00)
Adjustment for costs related to contingency	\$ (16.55)
Total	\$ 120,183.45

As a result, on August 4, 2021, the City Commission approved entering into the Fourth Amendment to increase the scope of services to include electrostatic spraying services, and to increase the annual amount not to exceed from \$1,320,410.55 to \$1,440,594.00, which was formalized when the parties executed the Second Amendment on August 12, 2021.

9. On April 21, 2022, Safeguard Services, Inc. sent a letter to the City requesting an increase to the annual contract amount by \$127,448.46 effective August 1, 2022 due to increasing labor costs attributed to the passage of Florida Amendment 2, which increased the minimum wage by an additional \$1.00 (10%) effective September 30, 2022. Safeguard requested the increase to take effect on August 1, 2022, so that the janitorial staff working at the schools can start receiving increased rates at the start of the school year. The \$127,448.46 requested increase is a 9% increase to the contract (not including contingency). The owner's contingency remained at \$24,500, which would make the requested increase approximately an 8.85% increase when taking the total contract value into consideration.

As a result, on May 18, 2022, the City Commission approved entering into the Fifth Amendment to increase the annual compensation amount from \$1,440,594.00 to \$1,568,042.46, and on August 3, 2022 the City Commission approved the draft Fifth Amendment to be effective on August 4, 2022, which was formalized when the parties executed the amendment on August 10, 2022.

10. Safeguard Services, Inc. sent a letter to the City, dated February 10, 2023, requesting a 9.78% increase, stating that “there has been a 6.98% increase in the CPI for janitorial services, in addition to, an eighteen percent (18%) increase in all consumable supplies including paper,

Agenda Request Form Continued (24-1206)

plastics and hand soap. Additionally, the Florida minimal wage amendment will mandate another eight percent (8%) increase in pay for all workers throughout the system". The aforementioned rate increase will result in a total annual compensation increase from \$1,568,042.46 to \$1,719,000.91.

As a result, on April 19, 2023, the City Commission approved the Contract Database Report and the Department's recommendation to enter into the Sixth Amendment for the second and final, three-year renewal term, extending the agreement from July 1, 2023 to June 30, 2026 and increasing the annual amount not to exceed from \$1,568,042.46 to \$1,719,000.91, which was formalized when the parties executed the Sixth Amendment on April 24, 2023.

11. For the 2024-2025 school year, the West Campus Early Development Center (EDC), located at 1600 SW 184 Ave, Pembroke Pines, FL 33029, which received janitorial services under this agreement, ceased to operate and the existing facility was repurposed to provide Kindergarten-grade level classrooms in order to alleviate increased enrollment in the West Campus Elementary Charter School.

As such, the conversion of the West Campus Early Development Center (EDC) to Kindergarten-grade level classrooms required amending the scope of services to support the facilities new role as part of the Charter School West Campus, including breakfast and lunch cafeteria services and nightly cleaning.

As a result, Safeguard Services, Inc. sent a letter to the City, dated August 6, 2024, proposing a change order to discontinue the services at the West EDC, reducing the monthly contract cost by \$6,972.60 and to start servicing the converted facility at a cost of \$9,758 per month, for a net monthly contract increase of \$2,785.40 or \$33,424.80 annually.

12. In addition, Safeguard Services, Inc. sent a letter to the City, dated September 30, 2024, requesting a 5% increase stating that "Increases in the economy, labor market, minimum wage increases, and consumer goods continue to rise, drastically forcing us to request a 5% increase. This increase will allow us to remain competitive and retain our hard working employees."

Furthermore, the letter goes on to state "In addition, we would like to amend the contract to remove our obligation to provide dispensers. There is frequent vandalism by students making the number of dispensers we have to replace excessive. Dispensers are not expendable items, not cleaning supplies and we do not believe we should absorb the cost of vandalism. We will order replacement dispensers as requested and provide a copy of the invoice to be paid by the City of Pembroke Pines, with no mark-up."

13. The Public Services Department is recommending that the City Commission approve the Seventh Amendment, which increases the annual compensation amount from \$1,719,000.91 to \$1,832,967.08. This amendment reflects revisions to the scope of work for changes at the West Campus Charter School, retro-actively effective for August 1, 2024. It also removes the contractor's obligation to replace dispensers and accounts for a 5% increase, retro-actively effective for October 1, 2024, as requested by the contractor, addressing factors such as

Agenda Request Form Continued (24-1206)

economic conditions, labor market changes, minimum wage increases, and rising costs of consumer goods.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: The Seventh Amendment would increase the total contract value from \$1,719,000.91 to \$1,832,967.08, which includes an owner’s contingency in the amount of \$24,500.

b) Amount budgeted for this item in Account No: Funds are currently budgeted for this project in the Other Services Maintenance accounts (534950):

East Elementary	170-569-5051-534950-7900-350-0000-00550
West Elementary	170-569-5051-534950-7900-350-0000-00551
Central Elementary	170-569-5051-534950-7900-350-0000-00552
West Middle	171-569-5052-534950-7900-350-0000-00553
Central Middle	171-569-5052-534950-7900-350-0000-00554
Academic Village	172-569-5053-534950-7900-350-0000-
FSU Elementary	173-569-5061-534950-7900-350-0000-
Central EDC	001-569-5002-534950-0000-000-0000-00209

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 5 year projection of the operational cost of the project: Not Applicable.

e) Detail of additional staff requirements: Not Applicable.

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.

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 \$3,220,219.06 for year one and \$3,145,396.50 for year two by Out-Sourcing these services vs. utilizing In-House Labor.



City of Pembroke Pines

**SIXTH AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SAFEGUARD SERVICES, INC.**

THIS AMENDMENT ("Sixth Amendment"), dated April 24, 2023 . 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

SAFEGUARD SERVICES, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **2001 SW 100th Ter, Miramar, FL 33025**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **July 20, 2017**, the Parties entered into the Contractual Services Agreement ("Original Agreement") for the provision of janitorial services at CITY's Charter Schools and Early Development Centers ("EDCs") for an initial **three (3) year period**, which expired on **June 30, 2020**; and,

WHEREAS, on **December 19, 2017**, the Parties executed the First Amendment to the Original Agreement, to amend Section 4.2 of the Original Agreement to include a \$24,500 contingency fee in the annual amount; and,

WHEREAS, on **August 7, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to waive the requirement for Payment and Performance Bonds; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2)**, additional, **three (3) year** terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **December 4, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term for the first, additional **three (3) year period**, which will expire on **June 30, 2023**; and,

WHEREAS, on **August 4, 2021**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to revise and amend the Scope of Services to remove the Village and Bright Beginnings Early Development Center locations, to include electrostatic spraying, and to amend the Compensation accordingly; and,



City of Pembroke Pines

WHEREAS, on August 10, 2022, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to increase the annual compensation to \$1,568,042.46 from \$1,440,594.00 effective August 4, 2022 to keep pace with the minimum wage requirements; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement, as amended, for the second, and final, three (3) year period, and further desire to increase the compensation by nine and seventy-eight hundredths percent (9.78%) pursuant to Exhibit "A-6", attached hereto and by this reference made a part hereof, and to supplement the terms contained in the Original Agreement, as amended, as set forth in this Sixth 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 correct and incorporated herein by this reference.

SECTION 2. Any language contained in this Sixth Amendment, or any subsequent amendment, which is in ~~strike through 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. The Original Agreement, as amended, is hereby renewed for a **three (3) year** period commencing on **July 1, 2023** and naturally expiring on **June 30, 2026**.

SECTION 4. Section 4.2 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

"4.2 Based on an ANNUAL AMOUNT NOT TO EXCEED equal to ONE MILLION FIVE HUNDRED SIXTY-EIGHT THOUSAND FORTY-TWO DOLLARS AND 46/100 CENTS (\$1,568,042.46), which includes an owner's contingency fee of TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$24,500.00) payable in monthly payments for actual services performed for maintenance services up to June 30, 2023. Notwithstanding the foregoing, effective July 1, 2023 CITY hereby agrees to compensate CONTRACTOR based on an ANNUAL AMOUNT NOT TO EXCEED ONE MILLION, SEVEN HUNDRED NINETEEN THOUSAND DOLLARS AND 91/100 CENTS (\$1,719,000.91), which includes an owner's contingency fee of TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$24,500.00) 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."

SECTION 5. Article 8 of the Original Agreement, as amended, entitled "Insurance", is



City of Pembroke Pines

hereby repealed, and replaced in its entirety, as set forth below:

8.1 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 required.

8.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this Agreement until the Contractor has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

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 Certificates of Insurance shall provide for thirty (30) calendar 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) calendar days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

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, the CONTRACTOR shall furnish, at least forty-five (45) calendar 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.

8.6 REQUIRED INSURANCE

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



City of Pembroke Pines

Yes No

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 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

8.6.2 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

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



City of Pembroke Pines

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

8.6.4 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

8.6.5 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 calendar 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

8.6.6 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.

8.7 REQUIRED ENDORSEMENTS

8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

8.7.2 Waiver of all Rights of Subrogation against the CITY.

8.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.

8.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

8.7.5 All policies shall contain a "severability of interest" or "cross 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.



City of Pembroke Pines

8.8 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.

8.9 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.

8.10 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 6. Section 19.2 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

“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~~33025
mgraham@ppines.com”**

SECTION 7. Section 20.6 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

“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 of Pembroke Pines

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

CONTRACTOR: **Kevin Connor, Vice President**
Safeguard Services, Inc.
911 Poinciana Drive
Pembroke Pines, FL 33025
2001 SW 100th Ter
Miramar, FL 33025
E-mail: ktconnor@safeguardservices.net
Telephone No: (954) 963-4900
Cell phone No: N/A
Facsimile No: (954) 963-3884

SECTION 8. 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:

8.1 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

8.2 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:

8.2.1 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

8.2.2 Is engaged in business operations in Syria.

SECTION 9. Employment Eligibility. CONTRACTOR certifies that it is aware of



City of Pembroke Pines

and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

9.1 **Definitions for this Section.**

9.1.1 "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.

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

9.1.3 "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.

9.1.4 "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.

9.2 **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:

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

9.2.2 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

9.2.3 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



City of Pembroke Pines

one (1) year after the date of termination.

SECTION 10. In the event of any conflict or ambiguity by and between the terms and provisions of this Sixth Amendment and the Original Agreement, as amended, the terms and provisions of this Sixth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 11. 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 12. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Sixth Amendment. The exhibits, if not physically attached, should be treated as part of this Sixth Amendment and are incorporated herein by reference.

SECTION 13. Each person signing this Sixth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Sixth 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 Sixth Amendment.

SECTION 14. This Sixth 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 Sixth 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

ATTEST:

DocuSigned by:

Marlene D. Graham

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

April 24, 2023

BY:

Frank C. Ortis

MAYOR FRANK C. ORTIS

DocuSigned by:

Charles F. Dodge

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Jacob Hernandez

Print Name: *Jacob Hernandez*

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

SAFEGUARD SERVICES INC.

Signed By:

Kevin Connor

Printed Name:

Kevin Connor

Title:

V.P.



Exhibit "A-6"

2001 SW 100TH Terrace

Miramar, FL, 33025

Tel: 954-963-4900

Fax: 954-963-3884

www.safeguardservices.net

February 10, 2023

City of Pembroke Pines
Attn: Steven Buckland
Pembroke Pines, FL 33025

Dear Mr. Buckland,

As we approach the end of the 22-23 school year, as well as our 11th year of successful service to the Pembroke Pines Charter School System, we are obligated to assess the current, continued financial pressure. Changes in the economy, labor market, and consumer goods have unexpectedly increased drastically.

There is a 6.98% increase in the CPI for janitorial services, in addition to, an eighteen percent (18%) increase in all consumable supplies including paper, plastics and hand soap. Additionally, the Florida minimal wage amendment will mandate another eight percent (8%) increase in pay for all workers throughout the system.

As a result of these specific and other economic pressures (insurance, taxes, etc.), we are requesting a 9.78% increase in our rate effective July 1, 2023. These additional funds will be allocated towards increasing retention of the current, dedicated custodial staff and hopefully attract new staff as openings appear.

We are proud of our partnership and commitment to our students over the years and look forward to continuing our business relationship.



Specializing In: Healthcare EVS – City/Government – Academic Facilities – Commercial/Industrial – Pressure Washing – Window Washing – MBE Certified



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 2.

File ID: 23-0049

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - April 19th, 2023

Final Action: 04/19/2023

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

(A) Reaxium, Inc. - Charter School Bus and Student Tracker - Renewal

(B) Safeguard Services, Inc. - Janitorial Services for the Charter Schools and Early Development Centers (EDC's) - Renewal

(C) Zambelli Fireworks Manufacturing Co. - Fireworks Display- Renewal

(D) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt) CO-OP - Renewal

ITEM (E) 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:

(E) Sierra Lifecare, Inc - Professional Nursing Services - Non-renewal

*Agenda Date: 04/19/2023

Agenda Number: 2.

Internal Notes:

Attachments: 1. Contracts Database Report - April 19th, 2023, 2. A. Reaxium - ED-18-02 Charter School Bus and Student Tracker (all backup), 3. B. Safeguard Services, Inc. Janitorial Services Charter Schools & EDC (ED-17-02) (all backup), 4. C. Zambelli Fireworks Agreement - RE-20-06 Fireworks Display (all backup), 5. D. Morton Salt - Purchase of Sodium Chloride (Solar Salt) (AB), 6. E. Sierra Lifecare Inc-Nursing Services for Charter Schools (AB)

1 City Commission 04/19/2023 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Agenda Request Form Continued (23-0049)

Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo
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 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) Reaxium, Inc. - Charter School Bus and Student Tracker - Renewal

1. On August 13th, 2020, the City entered into an agreement with Reaxium, Inc. for an initial three (3) year term, commencing on August 5th, 2020 and expiring on August 4th, 2023.
2. Reaxium, Inc. provides the City's Charter Schools with a transportation and student rider management system with routing and tracking software, pursuant to Request for Proposals ("RFP") ED-18-02.
3. Section 3.2 of the Original Agreement authorizes the renewal thereof for two (2) additional three (3) year renewal terms, upon mutual consent, evidenced by written amendments.
4. Due to COVID-19 restrictions during the pandemic, students were not utilizing school bus transportation and implementation of the system was therefore delayed.
5. All system hardware is now in place and both the transportation management component of the system with GPS telematics and the rider management component are expected to go live before the end of this school year.
6. Once the management component is fully implemented and live and the minimum market share is reached, the Schools shall receive 10% of the Reaxium Mobile Application subscription gross revenue. The Schools' share of Rexium Mobile Application subscription gross revenue shall increase by 1% annually thereafter, in accordance with the terms of the Agreement.
7. The Charter Schools recommend that the City Commission approve this First Amendment

Agenda Request Form Continued (23-0049)

for the first, three (3) year renewal term, commencing on August 5th, 2023 and expiring on August 4th, 2026, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: There is no cost, the Schools shall receive 10% of the gross revenues.

b) Amount budgeted for this item in Account No: Other Misc Revenues

Account	Description
170-000-5051-369900-3495-000-0000-	Elem Other Misc Revenue
171-000-5052-369900-3495-000-0000-	Middle Other Misc Revenue
172-000-5053-369900-3495-000-0000-	High Other Misc Revenue
173-000-5061-369900-3495-000-0000-	FSU Other Misc Revenue

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 3-year projection of the operational cost of the project: Not Applicable

e) Detail of additional staff requirements: Not Applicable

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? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(B) Safeguard Services, Inc. - Janitorial Services for the Charter Schools and Early Development Centers (EDC's) - Renewal

1. On July 20th, 2017, the City entered into a contractual service agreement with Safeguard Services, Inc. for an initial three (3) year period, which expired on June 30th, 2020.

2. The City of Pembroke Pines Charter Schools and Early Development Centers contract Safeguard Services, Inc. to provide janitorial services pursuant to Request for Proposals # ED-17-02.

3. Section 3.2 of the Original Agreement authorizes the renewal thereof for two (2), additional, three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On December 19th, 2017, the parties entered into the First Amendment to the Original Agreement to add a contingency amount of \$24,500.

5. On August 7th, 2018, the parties entered into the Second Amendment to the Original Agreement to waive the requirement for payment and performance bonds.

Agenda Request Form Continued (23-0049)

6. On December 4th, 2019, the parties entered into the Third Amendment to the Original Agreement to enter into the first, two (2) year renewal term which will expire on June 30th, 2023.

7. On August 12th, 2021, the parties entered into the Fourth Amendment to the Original Agreement to increase the scope of services to include electrostatic spraying services, and to increase the annual compensation amount from \$1,320,410.55 to \$1,440,594.00.

8. On August 10th, 2022, the parties entered into the Fifth Amendment to the Original Agreement to increase the annual compensation amount from \$1,440,594.00 to \$1,568,042.46 effective August 4th, 2022. This increase was requested by the contractor to be in line with the increase in labor costs and the increase in Florida's minimum wage.

9. Contractor is requesting a rate increase of 9.78%. This Rate increase is being requested as a result of the contractor's increased costs, pursuant to the letter provided by the contractor dated February 10, 2023 in which it states that "there has been a 6.98% increase in the CPI for janitorial services, in addition to, an eighteen percent (18%) increase in all consumable supplies including paper, plastics and hand soap. Additionally, the Florida minimal wage amendment will mandate another eight percent (8%) increase in pay for all workers throughout the system". The aforementioned rate increase will result in a total annual compensation increase from \$1,568,042.46 to \$1,719,000.91.

10. The Charter Schools and Early Development Centers recommend that the City Commission approve this Sixth Amendment to include the 9.78% increase and to enter into the second and final, three (3) year renewal term commencing on July 1st, 2023, and expiring on June 30th, 2026, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: Total annual cost for the charter schools and early development centers is \$1,719,000.91

b) Amount budgeted for this item in Account No: Funds are currently budgeted for this project in the Other Services Maintenance accounts (534950):

East Elementary	170-569-5051-534950-7900-350-0000-00550
West Elementary	170-569-5051-534950-7900-350-0000-00551
Central Elementary	170-569-5051-534950-7900-350-0000-00552
West Middle	171-569-5052-534950-7900-350-0000-00553
Central Middle	171-569-5052-534950-7900-350-0000-00554
Academic Village	172-569-5053-534950-7900-350-0000-
FSU Elementary	173-569-5061-534950-7900-350-0000-
West EDC	001-569-5002-534950-0000-000-0000-00208
Central EDC	001-569-5002-534950-0000-000-0000-00209

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 3-year projection of the operational cost of the project:

Agenda Request Form Continued (23-0049)

	School FY 2023-24		SFY 2024-25	SFY 2025-26
Revenues	\$.00	\$.00	\$.00	
Expenditures	\$1,719,000.91		\$1,719,000.91	\$1,719,000.91
Net Cost	\$1,719,000.91		\$1,719,000.91	\$1,719,000.91

e) Detail of additional staff requirements: Not Applicable.

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

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 \$1,595,000.

(C) Zambelli Fireworks Manufacturing Co. - Fireworks Display - Renewal

1. On May 20th, 2021, the City entered into an Agreement with Zambelli Fireworks Manufacturing Co. for an initial two (2) year and two (2) months period, which will expire on July 5th, 2023.
2. The City contracts Zambelli Fireworks Manufacturing Co. to provide firework display services for July 4th celebrations.
3. Section 4.1 of the Original Agreement authorizes renewal of the Original Agreement for a one (1) year term upon mutual consent, evidenced by a written Amendment.
4. The Recreation and Cultural Arts Department recommends that the City Commission approve this First Amendment for the one (1) year renewal term commencing on July 6th, 2023 and expiring on July 5th, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$24,000

b) Amount budgeted for this item in Account No: None. If renewed the amount will be budgeted in FY 2024 in account coding: 001-574-7003-549662-0000-000-0000- Special Event - 4th of July

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 1 year projection of the operational cost of the project:

	FY 2023-2024
Revenues	\$.00
Expenditures	\$24,000.00
Net Cost	\$24,000.00

Agenda Request Form Continued (23-0049)

e) **Detail of additional staff requirements:** Not Applicable.

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?** Not Applicable.

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

(D) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt) CO-OP - Renewal

1. On June 16, 2021, the City Commission approved to purchase Sodium Chloride (Solar Salt) from Morton Salt, Inc. utilizing the CO-OP Agreement for an initial one (1) year period, which expires on May 30, 2022.

2. The Original CO-OP Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms.

3. To date, the City of Pembroke Pines Commission has approved to continue to purchase Sodium Chloride from Morton Salt, Inc. up to May 30, 2023.

4. The City of Boca Raton, as the Lead Agency, has renewed the agreement for an additional one (1) year period which will expire on May 30, 2024.

5. The Utilities Division recommends that the City Commission approve the rate increase from \$155.81/ton to \$169.62/ton and the continued purchase of Sodium Chloride for an additional one (1) year period which shall naturally expire on May 30, 2024.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$135,936 (800 Tons x \$169.92)

b) **Amount budgeted for this item in Account No:**

471-533-6031-552430-0000-000-0000- (Operating chemicals)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **2 year projection of the operational cost of the project**

	Current FY	Year 2
Revenues	\$.00	\$.00
Expenditures	\$45,312.00	\$90,624.00
Net Cost	\$45,312.00	\$90,624.00

e) **Detail of additional staff requirements:** Not Applicable.

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?** Not Applicable.

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

(E) Sierra Lifecare, Inc - Professional Nursing Services - Non-renewal

1. On September 27, 2017, the City entered into a Professional Services Agreement with Sierra Lifecare, Inc. for an initial two (2) year period which expired on July 31, 2019.
2. Sierra Lifecare, Inc. provides the City with professional nursing services on an as needed basis.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
4. On June 4, 2018, the City entered into the First Amendment to the Original Agreement to include nursing services for the City's summer camp program.
5. On May 15, 2019, the City entered into the Second Amendment to the Original Agreement, as amended, to renew the term for an additional two (2) year period, which expired on August 31, 2021.
6. On August 4, 2021, the City entered into the Third Amendment to the Original Agreement, as amended, to renew the term for an additional two (2) year period, which expires on August 31, 2023.
7. The Agreement does not provide for any further renewal terms, and a new procurement process will be needed to secure these services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 2056 Vista Parkway, Suite 350 West Palm Beach, FL 33411	CONTACT NAME: Amy Cryan PHONE (A/C, No, Ext): (561) 472-0597 FAX (A/C, No): E-MAIL ADDRESS: Amy.Cryan@ioausa.com
	INSURER(S) AFFORDING COVERAGE
INSURED Safeguard Services, Inc. & Safe Management Systems Inc dba iClean Team 13975 Pembroke Road Pembroke Pines, FL 33027	INSURER A : Charter Oak Fire Insurance Company 25615
	INSURER B : Travelers Indemnity Company of America 25666
	INSURER C : Travelers Property Casualty Insurance Company 36161
	INSURER D : Associated Industries Insurance Company, Inc 23140
	INSURER E : Federal Insurance Company 20281
	INSURER F : Ironshore Specialty Insurance Company 25445

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		P-660-7N973503-COF-22	9/15/2022	9/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-7N939940-22-43-G	9/15/2022	9/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-7N985194-22-43	9/15/2022	9/15/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AWC1187739	9/15/2022	9/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Crime			82243816	9/15/2022	9/15/2023	Fidelity 25,000
F	Environmental			ICELLUW00133915	9/15/2022	9/15/2023	Each Incident 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) If required by written contract, the following apply in favor of: City of Pembroke Pines

Blanket Additional Insured (including Prod/Comp Ops) per form CG D2 46 04 19

CERTIFICATE HOLDER

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 THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Pembroke Pines

**FIFTH AMENDMENT TO
CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES
AND SAFEGUARD SERVICES, INC.**

THIS AMENDMENT (“Fifth Amendment”), dated this 10th day of August, **2022**, 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

SAFEGUARD SERVICES, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **13975 Pembroke Road, Pembroke Pines, FL 33027**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **July 20th, 2017**, the Parties entered into the Contractual Services Agreement (“Original Agreement”) for the provision of janitorial services at CITY’s Charter Schools and Early Development Centers (“EDC”) for an initial **three (3) year period**, which expired on **June 30th, 2020**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for **two (2) additional three (3) year** terms pursuant to written amendments to the Original Agreement, as amended extending the term thereof; and,

WHEREAS, on **December 19th, 2017**, the Parties executed the First Amendment to the Original Agreement to amend Section 4.2 to include a contingency fee equal to twenty-four thousand five hundred dollars (\$24,500.00) and to supplement the terms contained therein; and,

WHEREAS, on **August 7th, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to waive the Payment and Performance Bond requirements; and,

WHEREAS, on **December 4th, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term of the Original Agreement, as amended, for an additional three (3) year period, which expires on **June 30th, 2023**; and,



City of Pembroke Pines

WHEREAS, on **August 4th, 2021**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to revise and amend the Scope of Services and Compensation; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to increase the annual compensation effective **August 4th, 2022**, as set forth in this Fifth 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 Fifth Amendment, or any subsequent amendment, which is in ~~striketrough~~ type shall be deletions from the terms of the Original Agreement, as amended and language in underlined type shall be additions to the terms of the Original Agreement, as amended.

SECTION 3. Section 4.2 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

“4.2 Based on an **ANNUAL AMOUNT NOT TO EXCEED** equal to ~~ONE MILLION, FOUR HUNDRED FORTY THOUSAND, FIVE HUNDRED NINETY FOUR DOLLARS AND 00/100 CENTS (\$1,440,594.00)~~ **ONE MILLION FIVE HUNDRED SIXTY-EIGHT THOUSAND FORTY-TWO DOLLARS AND 46/100 CENTS (\$1,568,042.46)**, which includes an owner’s contingency fee of **TWENTY FOUR THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$24,500.00)** 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.”

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



City of Pembroke Pines

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. 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.

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 Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Fifth 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 the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, shall remain in full force and effect, except as specifically modified herein.

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

SECTION 9. Each person signing this Fifth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fifth 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 Fifth Amendment.

SECTION 10. This Fifth 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 Fifth 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

ATTEST:

DocuSigned by:
Marlene D. Graham August 10, 2022
E858EEE04EEE4F3
MARLENE D. GRAHAM, CITY CLERK

BY: *[Signature]*
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:
Danielle Schwabe
013E807C191D4FF
Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

DocuSigned by:
Charles F. Dodge August 9, 2022
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

SAFEGUARD SERVICES, INC.

Signed By: *[Signature]*
Print Name: *Kevin Connor*
Title: *CEO*



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 14.

File ID: 22-0580

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/26/2022

Short Title: Fifth Amendment-Safeguard Services, Inc. Contract

Final Action: 08/03/2022

Title: MOTION TO APPROVE THE FIFTH AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH SAFEGUARD SERVICES, INC., INCREASING THE COST OF JANITORIAL SERVICES BY APPROXIMATELY 9% ON AVERAGE, IN THE AMOUNT NOT TO EXCEED \$1,568,042.46 EFFECTIVE AUGUST 4, 2022 THROUGH JUNE 30, 2023.

***Agenda Date:** 08/03/2022

Agenda Number: 14.

Internal Notes:

Attachments: 1. Letter to Mr. Aner Gonzalez, 2. Safeguard Services, Inc. Janitorial Services Charter Schools & EDC (ED-17-02) (Orig-4th), 3. 5th Amendment to Janitorial Services for Charter Schools EDC - Safeguard Services, Inc (VE)

1 City Commission 08/03/2022 approve Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Good Jr.,
Commissioner Castillo, and Commissioner Siple

Nay: - 0

MOTION TO APPROVE THE FIFTH AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH SAFEGUARD SERVICES, INC., INCREASING THE COST OF JANITORIAL SERVICES BY APPROXIMATELY 9% ON AVERAGE, IN THE AMOUNT NOT TO EXCEED \$1,568,042.46 EFFECTIVE AUGUST 4, 2022 THROUGH JUNE 30, 2023.

SUMMARY EXPLANATION AND BACKGROUND:

1. On July 20, 2017, the City entered into a Contractual Service Agreement with Safeguard Services, Inc. for an initial (3) year period, commencing July 1, 2017 and expiring June 30, 2020.

2. The purpose of this solicitation was to provide janitorial services to charter schools and early development centers throughout the city.

Agenda Request Form Continued (22-0580)

3. On December 19, 2017, the City entered into the First Amendment of the Original Agreement to add a contingency amount of \$24,500.
4. On August 7, 2019, the City entered into the Second Amendment of the Original Agreement to waive the payment and performance bonds.
5. On December 4, 2019, the City Commission approved the Third Amendment of the Original Agreement which renewed the agreement for a three (3) year renewal term commencing July 1, 2020 and ending June 30, 2023.
6. On November 3, 2020, Florida voters approved Florida Amendment 2, which amended Florida's constitution to gradually increase the state's minimum wage from \$8.56 an hour to \$15 an hour by the year 2026, according to the following schedule:

Effective Date	Minimum Wage	Increase \$	Increase %
Jan. 01, 2021	\$ 8.65	\$0.09	1.05%
Sep. 30, 2021	\$10.00	\$1.35	15.61%
Sep. 30, 2022	\$11.00	\$1.00	10.00%
Sep. 30, 2023	\$12.00	\$1.00	9.09%
Sep. 30, 2024	\$13.00	\$1.00	8.33%
Sep. 30, 2025	\$14.00	\$1.00	7.69%
Sep. 30, 2026	\$15.00	\$1.00	7.14%

7. On August 4, 2021, the City Commission approved the Fourth Amendment of the Original Agreement to increase the total contract amount to an annual amount not to exceed \$1,440,594, which includes an owner's contingency in the amount of \$24,500. The increase included the additional \$136,850 related to the minimum wage changes along with an additional \$89,300 for weekly electrostatic spraying that was previously being performed under an emergency order due to the Covid-19 pandemic, while also removing the Village and Bright Beginnings EDCs.
8. On April 21, 2022, Safeguard Services, Inc. sent a letter to the City requesting an increase in the contract amount by 9% due to increasing labor costs attributed to the passage of Florida Amendment 2, which will increase the minimum wage by 10% effective September 30, 2022.
9. On May 18, 2022, the City Commission approved the Fifth Amendment of the Original Agreement which granted the requested contract amount increase of 9% to a total annual amount not to exceed \$1,568,042.46. An executed amended agreement was not available to present to the Commission at the time.
10. Request Commission to approve the Fifth Amendment to the Contractual Services Agreement with Safeguard Services, Inc., increasing the cost of janitorial services by approximately 9% on average, in the amount not to exceed \$1,568,042.46 effective August 4, 2022 through June 30, 2023.

FINANCIAL IMPACT DETAIL:

Agenda Request Form Continued (22-0580)

a) Initial Cost: Total annual cost for the charter schools and early development centers is \$1,568,042.46

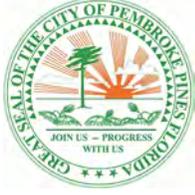
b) Amount budgeted for this item in Account No: Funds are currently budgeted for this project in the Other Services Maintenance accounts (534950):

East Elementary	170-569-5051-534950-7900-350-0000-00550
West Elementary	170-569-5051-534950-7900-350-0000-00551
Central Elementary	170-569-5051-534950-7900-350-0000-00552
West Middle	171-569-5052-534950-7900-350-0000-00553
Central Middle	171-569-5052-534950-7900-350-0000-00554
Academic Village	172-569-5053-534950-7900-350-0000-
FSU Elementary	173-569-5061-534950-7900-350-0000-
West EDC	001-569-5002-534950-0000-000-0000-00208
Central EDC	001-569-5002-534950-0000-000-00000-00209

c) Source of funding for difference, if not fully budgeted: Not applicable.

d) 5 year projection of the operational cost of the project: Not Applicable.

e) Detail of additional staff requirements: Not Applicable.



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 8.

File ID: 22-0330

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 04/25/2022

Short Title: 5th Amendment to Contractual Services
Agreement-Safeguard Services, Inc.

Final Action: 05/18/2022

Title: MOTION TO APPROVE THE FIFTH AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT FOR JANITORIAL SERVICES FOR THE CHARTER SCHOOLS & EARLY DEVELOPMENT CENTERS WITH SAFEGUARD SERVICES, INC., INCREASING THE COST OF JANITORIAL SERVICES BY \$127,448.46, WHICH IS AN INCREASE OF APPROXIMATELY 8.85%, FOR A TOTAL ANNUAL AMOUNT NOT TO EXCEED \$1,568,042.46, EFFECTIVE AUGUST 1, 2022 THROUGH JUNE 30, 2023.

***Agenda Date:** 05/18/2022

Agenda Number: 8.

Internal Notes:

Attachments: 1. Letter to Mr. Aner Gonzalez, 2. Safeguard Services, Inc. Janitorial Services Charter Schools & EDC (ED-17-02) (Orig-4th)

1 City Commission 05/18/2022 approve Pass

Action Text: Commissioner Good made a motion to amend the item to go out to bid right away in order to get the contract corrected. The amended motion died for lack of a second.

Commissioner Good made an additional amended motion asking that the item be tabled to next meeting to address cost evaluation on electrostatic spraying. Motion failed for lack of second.

The main motion made by Commissioner Good Jr., seconded by Commissioner Castillo, to approve Item 8 was not supported by Commissioner Good. The motion carried by the following vote:

Aye: - 4 Mayor Ortis, Vice Mayor Schwartz, Commissioner Castillo, and
Commissioner Siple

Nay: - 1 Commissioner Good Jr.

MOTION TO APPROVE THE FIFTH AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT FOR JANITORIAL SERVICES FOR THE CHARTER SCHOOLS & EARLY DEVELOPMENT CENTERS WITH SAFEGUARD SERVICES, INC., INCREASING THE COST OF JANITORIAL SERVICES BY \$127,448.46, WHICH IS AN INCREASE OF APPROXIMATELY 8.85%, FOR A TOTAL ANNUAL AMOUNT NOT TO EXCEED

Agenda Request Form Continued (22-0330)

\$1,568,042.46, EFFECTIVE AUGUST 1, 2022 THROUGH JUNE 30, 2023.

SUMMARY EXPLANATION AND BACKGROUND:

1. On July 21, 2017, the City Commission approved the findings and recommendation of the evaluation committee and awarded RFP # ED-17-02 "Janitorial Services for Charter Schools & Early Development Centers" to Safeguard Services, Inc. in the annual amount of \$1,295,910 for an initial (3) year period, commencing July 1, 2017 and expiring June 30, 2020.
2. The purpose of this solicitation was to provide janitorial services to charter schools and early development centers throughout the City.
3. On December 19, 2017, the City entered into the First Amendment of the Original Agreement to add a contingency amount of \$24,500.
4. On August 7, 2019, the City entered into the Second Amendment of the Original Agreement to waive the payment and performance bonds.
5. On December 4, 2019, the City Commission approved the Third Amendment of the Original Agreement which renewed the agreement for a three (3) year renewal term commencing July 1, 2020 and ending June 30, 2023.
6. On November 3, 2020, Florida voters approved Florida Amendment 2, which amended Florida's constitution to gradually increase the state's minimum wage from \$8.56 an hour to \$15 an hour by the year 2026, according to the following schedule:

Effective Date	Minimum Wage	Increase \$	Increase %
Jan. 01, 2021	\$ 8.65	\$0.09	1.05%
Sep. 30, 2021	\$10.00	\$1.35	15.61%
Sep. 30, 2022	\$11.00	\$1.00	10.00%
Sep. 30, 2023	\$12.00	\$1.00	9.09%
Sep. 30, 2024	\$13.00	\$1.00	8.33%
Sep. 30, 2025	\$14.00	\$1.00	7.69%
Sep. 30, 2026	\$15.00	\$1.00	7.14%

7. On July 12, 2021, Safeguard Services, Inc. sent a letter to the City requesting an increase in the contract amount for an additional \$136,850 due to increasing labor costs attributed to the passage of Florida Amendment 2.
8. On August 4, 2021, the City Commission approved the Fourth Amendment of the Original Agreement to increase the total contract amount to an annual amount not to exceed \$1,440,594, which includes an owner's contingency in the amount of \$24,500. The increase included the additional \$136,850 related to the minimum wage changes along with an additional \$89,300 for weekly electrostatic spraying that was previously being performed under an emergency order due to the Covid-19 pandemic, while also removing the Village and Bright Beginnings EDCs.

Agenda Request Form Continued (22-0330)

9. On April 21, 2022, Safeguard Services, Inc. sent a letter to the City requesting an increase to the annual contract amount by \$127,448.46 effective August 1, 2022 due to increasing labor costs attributed to the passage of Florida Amendment 2, which will increase the minimum wage by an additional \$1.00 (10%) effective September 30, 2022. Safeguard is requesting the increase to take effect on August 1st so that the janitorial staff working at the schools can start receiving increased rates at the start of the school year. The \$127,448.46 requested increase is a 9% increase to the contract (not including contingency). The owner's contingency would remain at \$24,500, which would make the requested increase approximately an 8.85% increase when taking the total contract value into consideration.

10. If approved, an amended agreement will be brought back to the City Commission for approval.

11. Request City Commission to approve the Fifth Amendment to the Contractual Services Agreement for janitorial services for the Charter Schools & Early Development Center with Safeguard Services, Inc., increasing the cost of janitorial services by \$127,448.46, which is approximately 8.85%, for a total annual amount not to exceed \$1,568,042.46 effective August 1, 2022 through June 30, 2023.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: Total annual cost for the charter schools and early development centers would be \$1,568,042.46, which includes an owner's contingency of \$24,500.

b) Amount budgeted for this item in Account No: Funds are currently budgeted for this project in the Other Services Maintenance accounts (534950):

East Elementary	170-569-5051-534950-7900-350-0000-00550
West Elementary	170-569-5051-534950-7900-350-0000-00551
Central Elementary	170-569-5051-534950-7900-350-0000-00552
West Middle	171-569-5052-534950-7900-350-0000-00553
Central Middle	171-569-5052-534950-7900-350-0000-00554
Academic Village	172-569-5053-534950-7900-350-0000-
FSU Elementary	173-569-5061-534950-7900-350-0000-
West EDC	001-569-5002-534950-0000-000-0000-00208
Central EDC	001-569-5002-534950-0000-000-00000-00209

c) Source of funding for difference, if not fully budgeted: If approved, these services will be budgeted in the applicable budgetary accounts within the FY 2022-2023 Adopted Charter School Budget.

d) 5 year projection of the operational cost of the project: If approved, there would be an annual amount not to exceed \$1,568,042.46, which includes an owner's contingency of \$24,500. The current term of the agreement ends on June 30, 2023, however the contract has one additional three year renewal option.

e) Detail of additional staff requirements: Not Applicable.



City of Pembroke Pines

**FOURTH AMENDMENT TO
CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES
AND SAFEGUARD SERVICES, INC.**

THIS AMENDMENT ("Fourth Amendment"), dated this 4th day of August, **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

SAFEGUARD SERVICES, INC., a for profit corporation as listed with the Florida Division of Corporations, and with a business address of **13975 Pembroke Road, Pembroke Pines, FL 33027**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **July 20th, 2017**, the Parties entered into the Contractual Services Agreement for janitorial services at CITY's Charter Schools and Early Development Centers ("EDC") for an initial **three (3) year period**, which expired on **June 30th, 2020** (the "Original Agreement"); and,

WHEREAS, the Original Agreement, as amended authorized the renewal of the Original Agreement at the expiration of the initial term for **two (2) additional three (3) year terms** pursuant to a written amendment to the Original Agreement, as amended extending the term thereof; and,

WHEREAS, on **December 19th, 2017**, the Parties executed the First Amendment to the Original Agreement to amend Section 4.2 to include a contingency fee equal to twenty-four thousand five hundred dollars (\$24,500.00) and to supplement the terms contained therein; and,

WHEREAS, on **August 7th, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to waive the Payment and Performance Bond requirements and supplement the terms contained therein; and,

WHEREAS, on **December 4th, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended, to revise and supplement the terms contained therein and to renew the term of the Original Agreement, as amended, for an additional three (3) year period, which expires on **June 30th, 2023**; and,



City of Pembroke Pines

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to increase the Scope of Services and Compensation, and to supplement the terms contained therein as set forth in this Fourth 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 correct and incorporated herein by this reference.

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

SECTION 3. Article 2 of the Original Agreement, as amended, entitled "Services and Responsibilities", is hereby revised and amended to include Section 2.1.1 as set forth below and more particularly described in Exhibit 4-A, attached to this Fourth Amendment, and incorporated herein by this reference:

"2.1.1 In addition to the Scope of Services described in Section 2.1 above, CONTRACTOR agrees to provide electrostatic spraying at the CITY campuses listed below and more particularly identified in Exhibit 4-A, attached to the Fourth Amendment hereto and incorporated herein by this reference.

<u>Location</u>	<u>Address</u>
<u>Academic Village</u>	<u>17189 Sheridan Street, Pembroke Pines, FL 33331</u>
<u>FSU Campus</u>	<u>601 SW 172nd Avenue, Pembroke Pines, FL 33029</u>
<u>East Campus</u>	<u>10801 Pembroke Road, Pembroke Pines, FL 33025</u>
<u>West Campus</u>	<u>1680 S.W. 184th Avenue, Pembroke Pines, FL 33029</u>
<u>Central Campus</u>	<u>12350 Sheridan Street, Pembroke Pines, FL 33026</u>
<u>West Campus EDC</u>	<u>1680 S.W. 184th Avenue, Pembroke Pines, FL 33029</u>
<u>Central Campus EDC</u>	<u>12350 Sheridan Street, Pembroke Pines, FL 33026</u>

SECTION 4. Section 4.2 of the Original Agreement, as amended, is hereby revised and amended as set forth below and more particularly described in Exhibit 4-B attached to this Fourth Amendment, and incorporated herein by this reference:

"4.2 Based on an ANNUAL AMOUNT NOT TO EXCEED equal to ~~ONE MILLION THREE HUNDRED TWENTY THOUSAND FOUR HUNDRED TEN DOLLARS AND FIFTY FIVE CENTS (\$1,320,410.55)~~ ONE MILLION, FOUR HUNDRED FORTY THOUSAND, FIVE HUNDRED NINETY-FOUR



City of Pembroke Pines

DOLLARS AND 00/100 CENTS (\$1,440,594.00), which includes an owner's contingency fee of TWENTY FOUR THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$24,500.00) 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.”

SECTION 5. 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:

5.1 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

5.2 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:

5.2.1 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

5.2.2 Is engaged in business operations in Syria.

SECTION 6. 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.

6.1 **Definitions for this Section.**

6.1.1 “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.

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

6.1.3 “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.

6.1.4 “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.

6.2 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:

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

6.2.2 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

6.2.3 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 7. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 8. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 9. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Fourth Amendment. The exhibits, if not physically attached, should be treated as part of this Fourth Amendment and are incorporated herein by reference.



City of Pembroke Pines

SECTION 10. Each person signing this Fourth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fourth 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 Fourth Amendment.

SECTION 11. This Fourth 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 Fourth 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:
Marlene D. Graham August 12, 2021
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK

BY: *[Signature]*
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:
Danielle Schwabe August 12, 2021
013E807C191D4F...
Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

DocuSigned by:
BY: *Charles F. Dodge* August 12, 2021
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

SAFEGUARD SERVICES, INC.

Signed By: *[Signature]*
Print Name: Kevin Connor
Title: U.P.



13975 Pembroke Road
 Pembroke Pines, FL, 33027
 Tel: 954-963-4900
 Fax: 954-963-3884
www.safeguardservices.net

MEMORANDUM

DATE: 7/12/21

TO: Steven Buckland

FROM: Kevin Connor

RE: City of PP-Charter Schools-Electrostatic Spraying - Revised Estimate

Please consider this memo Safeguard Services estimate to provide electrostatic spraying of the various Charter Schools and Early Development Centers once per week. Special attention will be paid to high touch areas such as door handles, chair arms, light switches, faucets, etc. Below is listed the annual amounts per facility.

	Annual Amount
Academic Village	\$ 26,800.00
Charter East	\$ 10,200.00
Charter FSU	\$ 10,100.00
Charter Central	\$ 17,300.00
Central Prek	\$ 4,000.00
Charter West	\$ 16,500.00
West Pre K	\$ 4,400.00
Total	\$ 89,300.00

Please contact me should you wish to discuss further.



**Proposed Increases to the Janitorial Contracts With
Safeguard Services for the Charter Schools EDC's**
Yellow: Original Price Peach: Increase or Decrease Orange: New Price

ED-17-02 Janitorial Services For Charter Schools & EDC's					
Location	Current Annual Contract Amount	Added Weekly Electrostatic Spray & Cont. Increase	Increase Due to State Minimum Wage Change	New Annual Contract Amount	New Monthly Billing
Academic Village	\$ 357,012.00	\$ 26,800.00	\$ 41,055.00	\$ 424,867.00	\$ 35,405.58
FSU Campus	\$ 134,976.00	\$ 10,100.00	\$ 15,525.00	\$ 160,601.00	\$ 13,383.42
East Campus	\$ 136,080.00	\$ 10,200.00	\$ 15,650.00	\$ 161,930.00	\$ 13,494.17
West Campus	\$ 219,456.00	\$ 16,500.00	\$ 25,240.00	\$ 261,196.00	\$ 21,766.33
Central Campus	\$ 230,964.00	\$ 17,300.00	\$ 26,560.00	\$ 274,824.00	\$ 22,902.00
West Campus EDC	\$ 58,764.00	\$ 4,400.00	\$ 6,760.00	\$ 69,924.00	\$ 5,827.00
Central Campus EDC	\$ 52,692.00	\$ 4,000.00	\$ 6,060.00	\$ 62,752.00	\$ 5,229.33
Village Community EDC	\$ 50,390.00	Site Eliminated		\$ -	\$ -
Bright Beginnings EDC	\$ 55,560.00	Site Eliminated		\$ -	\$ -
Contingency	\$ 24,500.00			\$ 24,500.00	As needed
Totals	\$ 1,320,394.00	\$ 89,300.00	\$ 136,850.00	\$ 1,440,594.00	\$ 118,007.83
Net Change in Scheduled Service			9.10%	\$ 120,200.00	



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 26.

File ID: 21-0682

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/26/2021

Short Title: 4th Amendment to Contractual Services-Safeguard
Services

Final Action: 08/04/2021

Title: MOTION TO APPROVE THE FOURTH AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND SAFEGUARD SERVICES, INC. FOR AN ANNUAL AMOUNT NOT TO EXCEED \$1,440,594, WHICH INCLUDES AN OWNER'S CONTINGENCY IN THE AMOUNT OF \$24,500.

***Agenda Date:** 08/04/2021

Agenda Number: 26.

Internal Notes:

Attachments: 1. Safeguard Services - 4th Amendment - Charter Schools and EDC, 2. Janitorial Increase Analysis.pdf, 3. Exhibit 4-A - School Electrostatic Spraying, 4. Letter to Mr. Dodge, 5. Safeguard Services, Inc. Janitorial Services Agreement for Charter Schools & EDC (ED-17-02) (Orig-3rd A)

1 City Commission 08/04/2021 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

MOTION TO APPROVE THE FOURTH AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND SAFEGUARD SERVICES, INC. FOR AN ANNUAL AMOUNT NOT TO EXCEED \$1,440,594, WHICH INCLUDES AN OWNER'S CONTINGENCY IN THE AMOUNT OF \$24,500.

SUMMARY EXPLANATION AND BACKGROUND:

1. On July 21, 2017, the City Commission approved the findings and recommendation of the evaluation committee and awarded RFP # ED-17-02 "Janitorial Services for Charter Schools & Early Development Centers" to Safeguard Services, Inc. in the annual amount of \$1,295,910 for an initial (3) year period, commencing July 1, 2017 and expiring June 30, 2020.

Agenda Request Form Continued (21-0682)

2. The purpose of the solicitation was to provide janitorial services to charter schools and early development centers throughout the City.
3. On December 19, 2017, the City entered into the First Amendment of the Original Agreement to add a contingency amount of \$24,500.
4. On August 7, 2019, the City entered into the Second Amendment of the Original Agreement to waive the payment and performance bonds.
5. On December 4, 2019, the City Commission approved the Third Amendment of the Original Agreement which renewed the agreement for a three (3) year renewal term commencing July 1, 2020 and ending June 30, 2023.
6. On July 12, 2021, Safeguard Services, Inc. sent a letter to the City requesting an increase in the contract amount due to increasing labor costs attributed to the passage of Florida Amendment 2, which will increase the minimum wage by 15.6% effective September 30, 2021.
7. Additionally, daily electrostatic spraying for the schools has been performed under an emergency order due to the Covid-19 pandemic. With the decline of the pandemic this service is now only taking place once a week on Wednesday evenings. This once per week service is expected to become a permanent and therefore should be formerly made part of the contract.
8. Recommend City Commission to approve the Fourth Amendment to the Contractual Services Agreement between the City of Pembroke Pines and Safeguard Services, Inc. for an annual amount not to exceed \$1,440,594, which includes an owner's contingency in the amount of \$24,500.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: Total Cost for the Charter Schools and Early Development Centers is \$1,440,594.

b) Amount budgeted for this item in Account No: Funds are currently budgeted for this project in the Other Services Maintenance accounts (534950):

East Elementary	170-569-5051-534950-7900-350-0000-00550
West Elementary	170-569-5051-534950-7900-350-0000-00551
Central Elementary	170-569-5051-534950-7900-350-0000-00552
West Middle	171-569-5052-534950-7900-350-0000-00553
Central Middle	171-569-5052-534950-7900-350-0000-00554
Academic Village	172-569-5053-534950-7900-350-0000-
FSU Elementary	173-569-5061-534950-7900-350-0000-
West EDC	001-569-5002-534950-0000-000-0000-00208
Central EDC	001-569-5002-534950-0000-000-00000-00209

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
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Agenda Request Form Continued (21-0682)

Revenues	\$0	\$0	NA	NA	NA
Expenditures	\$1,440,594	\$1,440,594	NA	NA	NA
Net Cost	\$1,440,594	\$1,440,594	NA	NA	NA

e) Detail of additional staff requirements: Not Applicable.



**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SAFEGUARD SERVICES, INC.**

THIS AGREEMENT ("Agreement") is dated this 4th day of December,
2019, 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

SAFEGUARD SERVICES, INC., a for profit corporation as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **13975 Pembroke Road, Pembroke Pines, FL 33027**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **July 20, 2017**, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") for an initial **three (3) year period**, commencing on **July 1, 2017** and expiring on **June 30, 2020** and,

WHEREAS, on **December 19, 2017**, the Parties executed the First Amendment to the Original Agreement to amend Section 4.2 of the Original Agreement to include a \$24,500 contingency fee in the annual amount; and,

WHEREAS, on **August 7, 2018**, the Parties executed the Second Amendment to the Original Agreement to waive the Payment and Performance Bonds; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term for **two (2) additional three (3) year terms** evidenced by a written amendment to the Original Agreement; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement and desire to amend the Original Agreement and renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to amend the Original Agreement to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement; and,

WHEREAS, the Parties further desire to execute the first **three (3) year renewal** option and



amend the Original Agreement, in accordance with the terms and conditions set forth herein.

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 follows:

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

SECTION 2. Section 4.4 of the Original Agreement is hereby repealed and replaced as follows:

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

SECTION 3. Article 20 entitled "**Miscellaneous**" is hereby amended by the addition of Section 20.19 as follows:

20.19 **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 if:

20.19.1 Any amount of, 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

20.19.2 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:

20.19.2.1 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

20.19.2.2 Is engaged in business operations in Syria.

SECTION 4. The Original Agreement, is hereby renewed for the **three (3) year** renewal period commencing on **July 1, 2020** and terminating on **June 30, 2023**.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this Thrid Amendment, the Second Amendment, the First Amendment and the Original Agreement, the terms and provisions of this 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 by the First Amendment, the Second Amendment and this Third Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, except as repealed herein, 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.

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HAS BEEN INTENTIONALLY LEFT BLANK**



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

ATTEST:

CITY:

Marlene D. Graham
MARLENE D. GRAHAM, 12/11/19
CITY CLERK

CITY OF PEMBROKE PINES

BY: *Charles F. Dodge*
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Samuel S. Green
Print Name: *SAMUEL S. GREEN*
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

SAFEGUARD SERVICES, INC.

WITNESSES

Elaina Berdeguez
Elaina Berdeguez
Print Name

BY: *Kevin Connor*

Print Name: *Kevin Connor*

Sandra Krasnic
Sandra Krasnic
Print Name

Title: *V.P.*

STATE OF *Florida*)
COUNTY OF *Broward*) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared *Kevin Connor* as *V.P.* of SAFEGUARD SERVICES, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of SAFEGUARD SERVICES, INC., 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 *22* day of *November*, 2019.

Elaina Berdeguez
NOTARY PUBLIC

Elaina Berdeguez
(Name of Notary Typed, Printed or Stamped)





City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 13.

File ID: 19-1405

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 11/21/2019

Short Title: Contract Database Report

Final Action: 12/04/2019

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

(A) The Miramar - Pembroke Pines Regional Chamber of Commerce - Trustee Partnership Agreement

(B) Emilio's BBQ Catering Services Corp. - Lease and Gift Shop/Food Service Management at the Senior Center

(C) JOliva Enterprises LLC - Janitorial Services for Senior Center/Rental Housing Facilities

(D) Burnett Lime Company, Inc. - Temporary Lime Feed System Lease and Purchase of Lime Slurry

(E) Safeguard Services, Inc. - Janitorial Services for Charter Schools & Early Development Centers

*Agenda Date: 12/04/2019

Agenda Number:

Internal Notes:

Attachments: 1. Contracts Database Report - December 4, 2019 - Final, 2. Miramar Pembroke Pines Regional Chamber of Commerce - Third Amendment (All Backup w Vendor Execution), 3. Emilio's BBQ Catering Services Corp. - Lease Agreement (All Backup w Vendor Executed), 4. Joliva Enterprises, LLC - Janitorial Services Senior Center Rental Housing Facilities (All Backup w Vendor Executed), 5. Burnett Lime Company Inc. - CAL~FLO Lime Slurry System Lease & Product Purchase (All Backup w Vendor Executed), 6. Safeguard Services, Inc.-Third Amendment to Janitorial Services for Charter Schools (All Backup w Vendor Executed)

1 City Commission 12/04/2019 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Commissioner Castillo, Vice Mayor Siple, Commissioner Good Jr., and Commissioner Schwartz
Nay: - 0

1 City Commission 12/04/2019 approve Pass

Action Text: A motion was made by Commissioner Good, Jr., seconded by Vice Mayor Siple, to approve Section (D) of Item 13 - Burnett Lime Company, Inc. Temporary Lime Feed System lease and Purchase of Lime Slurry. Commissioner Good wanted to receive all performance reviews. The motion carried by the following vote:

Aye: - 5 Mayor Ortis, Commissioner Castillo, Vice Mayor Siple, Commissioner Good Jr., and Commissioner Schwartz
Nay: - 0

1 City Commission 12/04/2019 approve Pass

Action Text: A motion was made by Commissioner Good, Jr., seconded by Vice Mayor Siple, to approve Section (E) of Item 13 - Safeguard Services, Inc. - Janitorial Services for Charter Schools and Early Childhood Development Centers.

Upon discussion, Commissioner Good made a motion to go out to bid and allow the same terms for future bids without a performance bond, for this particular entity, The motion died for lack of a second.

The main motion made by Commissioner Good, seconded by Vice Mayor Siple carried by the following vote:

Aye: - 4 Mayor Ortis, Commissioner Castillo, Vice Mayor Siple, and Commissioner Schwartz
Nay: - 1 Commissioner Good Jr.

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 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) The Miramar - Pembroke Pines Regional Chamber of Commerce - Trustee Partnership Agreement

1. On December 6, 2016, the City and the Miramar Pembroke Pines Regional Chamber of Commerce entered into a Partnership Agreement for an initial one (1) year period, commencing December 1, 2016 and expiring November 30, 2017.
2. The Partnership Agreement allows a relationship between the City and the Chamber to

increase the level of member benefits offered by the Chamber, and facilitate the growth of the Chamber for the benefit of the residents and businesses in the regional community.

3. Section 3.1 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On March 8, 2018 the Parties executed the Amendment to the Original Agreement to change the renewal terms from automatic renewals to written mutual consent, to amended Section 5.16 and Section 5.17 with the addition of Florida's Public Records Language, and to execute the first renewal term commencing on December 1, 2017, and terminating November 30, 2018.

5. On November 28, 2018, the Parties executed the Second Amendment to the Original Agreement, as amended, to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement and to provide for an additional one (1) year term commencing on December 1, 2018 and terminating on November 30, 2019.

6. The Administration of the City of Pembroke Pines recommends that the City Commission approve renewal of the agreement for an additional one (1) year term, commencing December 1, 2019, and expiring November 30, 2020.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$8,000.00
- b) **Amount budgeted for this item in Account No:** 1-519-800-54100
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

(B) Emilio's BBQ Catering Services Corp. - Lease and Gift Shop/Food Service Management at the Senior Center

1. On February 23, 2016, the City entered into a lease and operation management agreement with Emilio's BBQ Catering Services Corp. for an initial three (3) year period, commencing February 23, 2016 and expiring December 31, 2019.

2. The City of Pembroke Pines Community Services Department provides food and gift shop services to our clientele through Emilio's BBQ Catering Services Corp.

3. Section 2.1 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Community Services Department recommends that the City Commission approve this First Amendment for the one (1) year renewal term commencing January 1, 2020 and ending

December 31, 2020, as allowed by the agreement.

- a) **Renewal Revenue:** \$10,935.48 (Monthly Rent: \$911.29) plus tax.
- b) **Amount budgeted for this item in Account No:** 1-362046-8001 Rental Community Services.
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable."
- d) **5 year projection of the operational cost of the project** Not Applicable"

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$10,935.48	\$.00	\$.00	\$.00	\$.00
Expenditures	\$.00	\$.00	\$.00	\$.00	\$.00
Net Revenue	\$10,935.48	\$.00	\$.00	\$.00	\$.00

- e) **Detail of additional staff requirements:** "Not Applicable"

(C) JOliva Enterprises LLC - Janitorial Services for Senior Center/Rental Housing Facilities

1. On December 19, 2017, the City entered into a Contractual Services Agreement with JOliva Enterprises LLC for an initial two (2) year period, commencing January 1, 2018 and expiring December 31, 2019.
2. The City of Pembroke Pines Community Service Department utilizes JOliva Enterprises LLC to perform janitorial services at the Senior Center Rental Housing Facilities (Pines Place, Pines Point, Management Office, Carl Shechter SW Focal Point Community Center).
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Community Service Department recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing January 1, 2020 and ending December 31, 2021, as allowed by the agreement.

- a) **Renewal Cost:** \$250,254.96 Annually
- b) **Amount budgeted for this item in Account No:**
Community Services Dept.1-569-8001-34500 Contract -Building Maintenance.
Pines Place - 1-554-8002-603-34500 Contract- Building Maintenance.
Pines Point 1-554-8002-34500 Contract- Building Maintenance.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
--	------------	--------	--------	--------	--------

Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Expenditures	\$187,691.22		\$250,254.96	\$62,563.74	\$0.00	\$0.00
Net Cost	\$187,691.22		\$250,254.96	\$62,563.74	\$0.00	\$0.00

e) **Detail of additional staff requirements:** Not Applicable.

(D) Burnett Lime Company, Inc. - Temporary Lime Feed System Lease and Purchase of Lime Slurry

1. On February 12, 2019, the City entered into a Lease and Purchasing Agreement with Burnett Lime Company, Inc. for an initial one (1) year period, commencing February 12, 2019 and expiring February 11, 2020.

2. Under this Agreement Burnett Lime Company leases the City a temporary Lime Feed system at the Water Treatment Plant and supplies Cal~Flo Lime Slurry.

3. Section 1.b. of the Original Agreement allows for one (1) additional one (1) year renewal term upon mutual consent.

4. The following is the cost breakdown for the renewal term:

Description	Initial Costs	Renewal Costs	
Installation and Removal Fee		\$ 38,000.00	NA
12 Month Lease @ \$3,000/month		\$ 36,000.00	\$ 36,000.00
Annual Maintenance	\$ 930.00	\$ 930.00	
\$45 per hour repair cost, and parts		\$ 2,000.00	\$ 2,000.00
\$0.085 per liquid pound Lime Slurry		\$ 18,430.00	\$ 56,430.00
Total	\$ 95,360.00	\$ 95,360.00	

5. The Utilities Department recommends that the City Commission approve this First Amendment for the one (1) year renewal term commencing February 12, 2020 and ending February 11, 2021, as allowed by the agreement.

- a) **Renewal Cost:** \$95,360
- b) **Amount budgeted for this item in Account No:**471-533-6031-44200 (Equipment)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

(E) Safeguard Services, Inc. - Janitorial Services for Charter Schools & Early Development Centers

1. On July 20, 2017, the City entered into a contractual service agreement with Safeguard

Services, Inc. for an initial three (3) year period, commencing July 1, 2017 and expiring June 30, 2020.

2. The City of Pembroke Pines Charter Schools and Early Development Centers contract Safeguard Services, Inc. to provide janitorial services.

3. On December 19, 2017, the City entered into the First Amendment of the Original Agreement with Safeguard Services, Inc. to add a contingency amount of \$24,500.

4. On August 7, 2019, the City entered into the Second Amendment of the Original Agreement with Safeguard Services, Inc. to waive the payment and performance bonds.

5. Section 3.2 of the Original Agreement allows for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.

6. The Charter Schools and Early Development Centers recommend that the City Commission approve this Third Amendment for the first, three (3) year renewal term commencing July 1, 2020 and ending June 30, 2023, as allowed by the agreement.

a) Renewal Cost: Total Renewal Cost for the Charter Schools and Early Development Centers is \$1,320,410.55 annually.

b) Amount budgeted for this item in Account No:

Funds for this expense are allocated in the Charter Schools and City's EDC Contract building maintenance accounts (34500):

East Elementary	170-569-5051-550-34500-7900-350
West Elementary	170-569-5051-551-34500-7900-350
Central Elementary	170-569-5051-552-34500-7900-350
West Middle	171-569-5052-553-34500-7900-350
Central Middle	171-569-5052-554-34500-7900-350
Academic Village	172-569-5053-34500-7900-350
FSU Elementary	173-569-5061-34500-7900-350
East EDC	1-569-5002-203-34500
WCY EDC	1-569-5002-205-34500
West EDC	1-569-5002-208-34500
Central EDC	1-569-5002-209-34500

c) Source of funding for difference, if not fully budgeted: Not applicable

d) 5 year projection of the operational cost of the project:

Charter Schools (Fiscal Year starts on July 1st and ends on June 30th):

	7/1/19 - 6/30/20	7/1/20 - 6/30/21	7/1/21 - 6/30/22	7/1/22 - 6/30/23	7/1/23 - 6/30/24
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	\$1,098,894.30	\$1,098,894.30	\$1,098,894.30	TBD	TBD
Net Cost	\$1,098,894.30	\$1,098,894.30	\$1,098,894.30	TBD	TBD

Early Development Centers (Fiscal Year starts on October 1st and ends on September 30th):

	10/1/19 - 9/30/20	10/1/20 - 9/30/21	10/1/21 - 9/30/22	10/1/22 - 9/30/23	
10/1/23 - 9/30/24					
Revenues	N/A	N/A	N/A	N/A	
Expenditures	\$55,379.06	\$221,516.25	\$221,516.25	\$166,137.19	TBD
Net Cost	\$55,379.06	\$221,516.25	\$221,516.25	\$166,137.19	TBD

e) **Detail of additional staff requirements:** Not applicable



**SECOND AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT FOR
JANITORIAL SERVICES
BETWEEN THE CITY OF PEMBROKE PINES AND
SAFEGUARD SERVICES, INC.**

THIS AGREEMENT, dated this 7th day of August 2018, 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

SAFEGUARD SERVICES, INC., a Company authorized to do business in the State of Florida, with a business address of **911 Poinciana Drive, Pembroke Pines, FL 33025**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to **RFP #ED-17-02**, on **July 20, 2017**, the CITY and CONTRACTOR entered into the Original Agreement for **Janitorial Services** for an initial **three (3) year period**, which expires on **June 30, 2020**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for two (2) additional three (3) year terms upon mutual consent, evidenced by a written Amendment to the Agreement extending the term thereof; and,

WHEREAS, on **December 19, 2017**, the Parties executed the First Amendment to the Original Agreement which **amended Section 4.2 of the Original Agreement to include a \$24,500 contingency fee in the annual amount**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties specifically seek to amend the Original Agreement to waive the Payment and Performance Bonds.

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 follows:



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

SECTION 2. CITY agrees that the payment and performance bonds required pursuant to Section 35.19(C)(2) of the City's Code of Ordinances and by the RFP is hereby waived by the City Commission, based upon the CONTRACTOR's excellent work history with the City, responsiveness to concerns, and performance ability.

SECTION 3. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 4. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, and this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, 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.

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HAS BEEN INTENTIONALLY LEFT BLANK

Attachment _____

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Kevin Connor, on behalf of Safeguard Services.
Print Name and Title U.P. Company Name

certify that Safeguard Services Inc does not:
Company Name

1. 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.

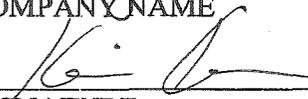
Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created 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.

Safeguard Services, Inc .

COMPANY NAME



SIGNATURE

Kevin Connor

PRINT NAME

V.P.

TITLE

Must be executed and returned with attached proposal to be considered.



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 6.

File ID: 18-0743

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 06/27/2018

Short Title: Safeguard - Janitorial Services Charter Schools

Final Action: 08/01/2018

Title: MOTION TO APPROVE THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND SAFEGUARD SERVICES, INC. FOR JANITORIAL SERVICES AT THE CHARTER SCHOOLS AND EARLY DEVELOPMENT CENTERS AND TO REQUEST COMMISSION APPROVAL TO WAIVE THE PERFORMANCE BOND REQUIREMENT.

***Agenda Date:** 08/01/2018

Agenda Number: 6.

Internal Notes:

Attachments: 1. Second Amendment to Janitorial Services for Charter Schools - Safeguard Services Inc., 2. Original Agreement and First Amendment

1 City Commission 08/01/2018 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,
Commissioner Siple, and Vice Mayor Good Jr.
Nay: - 0

MOTION TO APPROVE THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND SAFEGUARD SERVICES, INC. FOR JANITORIAL SERVICES AT THE CHARTER SCHOOLS AND EARLY DEVELOPMENT CENTERS AND TO REQUEST COMMISSION APPROVAL TO WAIVE THE PERFORMANCE BOND REQUIREMENT.

SUMMARY EXPLANATION AND BACKGROUND:

1. On June 21, 2017 the City Commission approved the award of ED-17-02 "Janitorial Services at the Charter Schools & Early Development Centers" to Safeguard Services, Inc. for a three year term beginning on July 1, 2017 and ending on June 30, 2020.
2. The agreement is for an annual amount of \$1,320,410.55, which includes an owner's contingency in the amount of \$24,500.
3. The RFP documents and the agreement included a requirement for a performance bond.
4. Safeguard Services has contacted the City Manager and requested a waiver of this requirement, and based on Safeguard's excellent work history with the City, responsiveness to concerns, and performance ability; Administration recommends Commission approval of Safeguard's request to waive this requirement of the contract.
5. Request Commission approval to approve the first amendment to the agreement between the City of Pembroke Pines and Safeguard Services, Inc. for Janitorial Services at the Charter Schools and Early Development Centers to waive the performance bond requirement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** None. The contract amount will remain the same.
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable
- e) **Detail of additional staff requirements:** None



**FIRST AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT FOR
JANITORIAL SERVICES
BETWEEN THE CITY OF PEMBROKE PINES AND
SAFEGUARD SERVICES, INC.**

THIS AGREEMENT, dated this 19th day of December 2017, 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

SAFEGUARD SERVICES, INC., a Corporation authorized to do business in the State of Florida, with a business address of **911 Poinciana Drive, Pembroke Pines, FL 33025**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to **RFP # ED-17-02**, on **July 20, 2017**, the CITY and CONTRACTOR entered into the Original Agreement for **Janitorial Services** for an initial **three (3) year period**, which expires on **June 30, 2020**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for two (2) additional three (3) year terms upon mutual consent, evidenced by a written Amendment to the Agreement extending the term thereof; and,

WHEREAS, the parties desire to amend Section 4.2 of the Original Agreement to include a \$24,500 contingency fee in the annual amount.

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 follows:

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

SECTION 2. CITY and CONTRACTOR hereby agree that Section 4.2 of the Original Agreement as amended is hereby amend further as follows and takes effect upon execution of the this Amendment:



SECTION 4.2 Based on an **ANNUAL AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED TWENTY THOUSAND FOUR HUNDRED TEN DOLLARS AND FIFTY FIVE CENTS (\$1,320,410.55)**, which includes an owner's contingency fee of **TWENTY FOUR THOUSAND FIVE HUNDRED DOLLARS (\$24,500)** 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.

4.2.1 This contingency or allowance 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 vendor shall not expend any dollars in connection with the Owner's Contingency without the expressed prior 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 Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.

SECTION 3. 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 amendment shall control to the extent of any such conflict or ambiguity.

SECTION 4. 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 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, 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.

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CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 20 day of July, 2017, 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

SAFEGUARD SERVICES, INC., a corporation, authorized to do business in the State of Florida, with a business address of **911 Poinciana Drive, Pembroke Pines, FL 33025** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

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 **March 1, 2017**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **Janitorial Services for Charter Schools & Early Development Centers** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

RFP # ED-17-02

"Janitorial Services for Charter Schools & Early Development Centers"

1.2 On **May 23, 2017**, the bids were opened at the offices of the City Clerk.

1.3 On **June 21, 2017**, 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 **Janitorial Services for Charter Schools & Early Development Centers**, 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, "**RFP # ED-17-02**", 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 **Janitorial Services for Charter Schools & Early Development Centers**, 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 **three (3) year** period commencing on **July 1, 2017** and ending on **June 30, 2020**.

3.2 This Agreement may be renewed for **two (2) additional three (3) year 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 **seven (7) business days** 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 **LUMP SUM FEE OF AN ANNUAL AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED THOUSAND NINETY FIVE NINE HUNDRED TEN DOLLARS AND FIFTY FIVE CENTS (\$1,295,910.55)**, 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 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 Public Services Director or his or her assignees.

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

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
PERFORMANCE BOND

6.1 At the time of the execution of this Agreement, CONTRACTOR shall have in effect a Performance Bond guaranteeing to the CITY the completion and performance of the Scope of Services and work covered in this Agreement. The Performance Bond shall at all times be valid and in force to cover the Work being performed. The Performance Bond shall be executed by a Surety Company approved by the U.S. Treasury Department, licensed to do business in the State of Florida, and having a registered agent in Broward County.

6.2 The CONTRACTOR agrees to keep such Bonds, or a replacement thereof, in force at all times during the course of performance of this Agreement. In addition to the foregoing requirements, such Bond shall contain provisions, whether by attaching endorsements or supplemental agreements, guaranteeing to the CITY the completion of services of the performance of this Agreement. CONTRACTOR may comply with the requirements of this provision by causing said Bond to specifically name the CITY as one of the parties to whom the protection afforded by said Bond is extended or as an alternative, may furnish the CITY with a separate Performance Bond meeting the same criteria provided above.

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, from and against any and all claims,



demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions 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 §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
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
------	--



Copy To: Samuel S. Goren, City Attorney
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 **Kevin Connor, Vice President**
Safeguard Services, Inc.
911 Poinciana Drive
Pembroke Pines, FL 33025
E-mail: **ktconnor@safeguardservices.net**
Telephone No: **(954) 963-4900**
Cell phone No: **N/A**
Facsimile No: **(954) 963-3884**

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.**

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



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 7/20/17
MARLENE D. GRAHAM, CITY CLERK

By: Charles F. Dodge
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

David J. [Signature] 7/19/17
OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

SAFEGUARD SERVICES, INC.

By: [Signature]
Name: Kevin T. Connor
Title: V.P. Operations

STATE OF Florida
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Kevin Connor as v.p. operations of **Safeguard Services, Inc.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Safeguard Services, Inc.** 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 6 day of July, 2017.

[Signature]
NOTARY PUBLIC

Elaina Berdequez
(Name of Notary Typed, Printed or Stamped)





Janitorial Services for Charter Schools & Early Development Centers

Request for Proposals # ED-17-02

General Information		
Project Cost Estimate	Not Applicable	Not Applicable
Contract Term	This contract shall be for an initial three year period with two additional three-year renewal terms.	See Section 1.11
Evaluation of Proposals	Evaluation Committee	See Section 1.10
Mandatory Pre-Bid Meeting at the Public Services Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, Florida 33025.	10:00 a.m. on April 10, 2017 8300 S. Palm Drive, Pembroke Pines, Florida 33025.	See Section 1.12.1
Question Due Date	April 18, 2017	See Section 1.12
Proposals will be accepted until	2:00 p.m. on May 02, 2017	See Section 1.12
5% Proposal Security / Bid Bond	Not Applicable	Not Applicable
110% Payment and Performance Bonds	Not Applicable	Not Applicable

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
13975 PEMBROKE ROAD
PEMBROKE PINES, FLORIDA 33026
(954) 704-1259



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Attachment B: Vendor Information Form and a W-9

Attachment C: Non-Collusive Affidavit

Attachment D: Sworn Statement on Public Entity Crimes Form

Attachment E: Local Vendor Preference Certification

Attachment F: Veteran Owned Small Business Preference Certification

Attachment G: Equal Benefits Certification Form

Attachment H: Proposer's Completed Qualification Statement

Attachment I: Sample Insurance Certificate

Attachment J: Specimen Contract/Agreement

Attachment K: References Form

Attachment L: Mandatory Pre-Bid/Site Visit Confirmation Form

Attachment M: Drawings / Floor Plans **(Will be issued at Mandatory Pre Bid Meeting)**



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:

RFP # ED-17-02

Janitorial Services – Charter Schools & Early Development Centers

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) 704-1259 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 13975 Pembroke Road, Pembroke Pines, Florida 33027.

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, May 02, 2017. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026.

1.2 PURPOSE

The City of Pembroke Pines is seeking bids from qualified firms, hereinafter referred to as Contractors(s), to provide janitorial services for the following Charter School & Early Development Center locations:

1. East Campus:	Pembroke Pines Charter East Elementary School	10801 Pembroke Road, Pembroke Pines, FL 33025
2. Village Community Center:	Village Preschool – Early Development Center	6700 SW 13 Street, Pembroke Pines, FL 33023
3. Walter C. Young Campus:	Bright Beginnings – Early Development Center	901 NW 129th Avenue, Pembroke Pines, FL 33028
4. Central Campus:	Pembroke Pines Charter Central Elementary & Middle Schools	12350 Sheridan Street, Pembroke Pines, FL 33026
5. Central Campus:	Central Campus – Early Development Center	12200 Sheridan Street, Pembroke Pines, FL 33026



6. West Campus:	Pembroke Pines Charter West Elementary School	1680 SW 184th Avenue, Pembroke Pines, FL 33029
	Pembroke Pines Charter West Middle School	18500 Pembroke Road, Pembroke Pines, FL 33029
7. West Campus:	West Campus – Early Development Center	1600 SW 184th Avenue, Pembroke Pines, FL 33029
8. Pembroke Shores:	Pembroke Pines Charter FSU Elementary School	601 SW 172 Avenue, Pembroke Pines, FL 33029
9. Academic Village:	Pembroke Pines Charter Middle-High School	17189 Sheridan Street, Pembroke Pines, FL 33331

1.3 MATERIALS, EQUIPMENT AND SUPPLIES

- A) 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.
- B) The Contractor shall furnish and maintain all the necessary equipment and should submit as part of his 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 two years similar to those specified herein.

1.3.1 Janitorial Supply List

Item Description	Units of Measure	*Yearly Qty.
Small Garbage Bags 24x24	Case	150
Medium Garbage Bag 33x40	Case	345
Large Garbage Bag 43x43	Case	600
Bleach	Gallon	210
Glass Cleaner	Gallon	15
Disinfectant Cleaner	Gallon	105
Heavy Duty Degreaser	Gallon	270
Liquid Hand Soap	Gallon	555
Comet/Ajax	Can	60
Toilet Seat Covers	Package	15
Rags	Box	15
2 Ply Toilet Paper	Case	495
Disinfectant/Deodorant Spray	Can	405
Insect Repellent Spray (OFF)	Can	45
Brown Multi-Fold Towel	Case	375
Brown Single Fold Towel	Case	90



White Multi-Fold Towels	Case	645
White Single Fold Towels	Case	210
White Roll Towels	Case	285

***Estimates**

1.4 SECURITY AND UNIFORMS

- A. The Contractor is responsible for obtaining employee background checks. 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.**
- B. 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.
- C. 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 Director of Public Services.
- D. 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.
- 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, Contractor will be responsible for costs incurred.**
- F. 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 Public Services Director.
- G)** Contractor shall designate a Project Manager that oversees all school operations and to act as the City's main contact. Contractor shall designate one Lead Custodian at each site. Lead Custodian must be present at his or her designated school Monday-Friday from 7am through 3pm. Contractor's Project Manager and Lead Custodian must be fluent in speaking, reading, and writing in both English and Spanish. Name and cell phone numbers for the Project Manager and Lead Custodians shall be provided to the City immediately upon execution of the contract and immediately following any changes to said personnel. In the case of the departure of the Contractor's Project Manager or Lead Custodian, a replacement will be provided within 24 hours.
- 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.



- D) City will provided maps during the mandatory pre-bid meeting, 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.

Campus	Site(s)	Number of Full-Time Day-Time Porters Required
1. East Campus:	Pembroke Pines Charter East Elementary School	3 (Monday-Friday)
2. Village Community Center:	Village Preschool – Early Development Center	1 (Monday-Friday)
3. Walter C. Young Campus:	Bright Beginnings – Early Development Center	1 (Monday-Friday)
4. Central Campus:	Pembroke Pines Charter Central Elementary & Middle Schools	3 (Monday-Friday)
5. Central Campus:	Central Campus – Early Development Center	4 (Monday-Friday)
6. West Campus:	Pembroke Pines Charter West Elementary School	4 (Monday-Friday)
	Pembroke Pines Charter West Middle School	
7. West Campus:	West Campus – Early Development Center	1 (Monday-Friday)
8. Pembroke Shores:	Pembroke Pines Charter FSU Elementary School	3 (Monday-Friday)
9. Academic Village:	Pembroke Pines Charter High School	6 (6 from Monday-Friday and 4 from Saturday-Sunday)

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) Classrooms/Hallways

1. Clean outside all entrances and entrance glass. Area must be cleaned and made free of debris. Empty and clean outside ashtrays and other waste containers, trash shall be removed to a designated disposal area and liners replaced as necessary.
2. Dust and clean all level surfaces of desks, telephones, chairs, tables, filing cabinets, other office furniture, window sills and exposed book stack areas where applicable. (papers on desk, items on windowsills and other furniture must not be moved)
3. Dust tops and baseboards of upholstered partitions.



4. Clean all fingerprints and smudges from all flat surfaces including counter tops, glass desktops and filing cabinets.
5. Clean all glass partitions of interior offices.
6. Spot clean walls and woodwork to remove soiled area.
7. Clean drinking fountains, using a disinfectant which will kill spores for up to 36 hours.
8. Clean and polish all metal, including entrance doors, kick plates, and elevators.
9. Clean and disinfect all telephones - public and private
10. Dust and wipe exposed air conditioning grills and surrounding ceiling areas.
11. Sweep and mop all non-carpeted floors, using degreaser/cleaner, including elevators and records/storage rooms where applicable, removing all floor mats and rugs prior to cleaning.
12. Apply restoring agent and burnish all non-carpeted areas minimum twice per week.
13. Full vacuum all carpeted areas including area rugs including spot cleaning of carpet where necessary.
14. Vacuum thresholds in elevators and polish all doors and cabs.
15. Mop elevator floors and clear elevator panel boards if applicable.
16. Sweep clean and damp mop all stairwells inside and outside where applicable. The surfaces of the entrance and exit doors (both sides) must be kept free of dirt and stains. Hand rails and balustrades are to be wiped down and cobwebs removed.
17. Wipe clean all switch plates, door hardware and cabinets.
18. Report necessary repair to Public Services Department.
19. Workrooms and all other areas not specifically addressed otherwise are to be treated as classrooms.

B) Administrative Offices

1. Remove all trash and replace liners where needed.
2. Vacuum all carpeted areas and spot clean if required.
3. Dust furniture and blinds, polish furniture.

C) Restrooms

1. Hand dust all partitions, ledges, towel and paper dispensers with chemically treated cloths.
2. Clean and polish all mirrors, stainless steel, aluminum, porcelain, and enamel surfaces to a high luster.
3. Clean and disinfect toilet seats on both sides.
4. Clean and sanitize all basins, bowls and urinals.
5. Supply and replenish all towels, tissue and hand soap.
6. Sweep and wet mop floors with quaternary disinfectant.
7. Wash to remove all graffiti on walls and partitions. Report any areas that cannot be cleaned free of graffiti to the designated contact person.

D) Teacher Lounges/Breakrooms/Cafeterias/Lunch Areas



1. Wipe down and clean all surfaces that come in contact with students, food or food preparation with approved sanitizing agent.
2. Sweep and damp mop areas with neutral soap after student departure.
3. Remove all trash from area and sanitize inside of trash cans.
4. Remove splashes and stains from all exposed walls, counters and cabinets.
5. Wipe down vending machines, microwave ovens, refrigerators, and chairs.

E) Gymnasium Floor

1. Daily Sweeping – Use a dry dust mop to keep the floor free from dust, grit, sand and abrasive particles.
2. Floor Shine – Wipe up spillage immediately before it can be absorbed into finish.
3. Removing Marks – Apply an approved floor cleaner with a soft cloth, or dusting mop.
4. Avoid Using Water – Machine scrubbing or power machines that induce water under pressure should not be used.
5. Clean and protect wood flooring in accordance with manufacturer’s wood floor maintenance requirements which will be provided.
6. Clean under bleachers.

F) All VCT, LVT, and Ceramic Tile Areas

1. Use 3-M or equal products as approved by the City.
2. DAILY- Sweep and mop all VCT, LVT, and ceramic tile flooring.

G) Carpeted Areas:

1. Bonnet cleaning of carpets and rugs is strictly prohibited.
2. DAILY- Vacuum all carpeted areas, making sure vacuum bags do not exceed 70% capacity. Utilize extension hoses and tools as necessary to thoroughly vacuum all carpeted areas, this includes under desks, close to walls, etc.
3. DAILY- Spot clean all carpeted areas. Any stains that cannot be removed are to be reported to the City’s designated representative.

1.7.2 Work to be Performed Weekly

A) Restrooms

1. Power scrub tile floors to remove all foreign matter.
2. Acid bath toilets and urinals.

B) Other

1. Clean and polish fronts and tops of counters
2. Vacuum upholstered furniture including fabric office partitions



3. Clean picture frames and wash glass, if any. Wash bookcases and clock face glass.
4. Clean floor drains using a 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.
5. De-scale toilets and urinals with non-acid bowl cleaner to remove scale, scum, mineral deposits, rust stains, etc. from the inside and outside of toilet bowls and urinals.
6. Vacuum/brush clean all air vents and surrounding ceiling tiles.
7. Dust high molding and doors.
8. Dust/vacuum/wipe all baseboards and coverings.

1.7.3 Work to be Performed Monthly

A) Common Area

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

B) Carpeted Areas:

1. Clean all classroom rugs in the PRE-K's using the Dry-Host Method. No substitutions are allowed. Under special circumstances, hot water extraction method may be used upon approval by the City's designated representative.

1.8 Additional Floor Care Requirements

A. VCT, LVT, and Ceramic Tile Areas:

1. Use 3-M or equal products as approved by the City.
2. FOUR TIMES PER YEAR- (October, December, February, and April) Scrub and recoat all VCT.
3. Additional scrub and rebuff may be required in high traffic areas (hallways) as directed by City's designated representative, as needed and priced per square foot.
4. FIVE TIMES PER YEAR- (February, April, August, October, and December) Scrub LVT, and ceramic tile flooring.
5. ANNUALLY- (Work to be performed during July and August). Completely strip to base and refinish VCT flooring. A minimum of five (5) coats of wax is to be applied, however more may be required to achieve industry standards.
6. Contractor shall be liable for any damages incurred to the facility, including those caused by use of excess water during the stripping process.

B. Carpeted Areas:

1. Bonnet cleaning of carpets and rugs is strictly prohibited.



2. QUARTERLY- (February, May, August, November) Clean all carpeted areas utilizing the Dry-Host method. Hot water extraction method or other alternate methods may be proposed (excluding bonnet method or similar). Alternate methods may or may not be considered.
 - **Additional cleanings may be required and will be ordered as needed by the City’s designated representative, priced per square foot.**

1.9 PROPOSAL REQUIREMENTS

The following documents will need to be completed, scanned and submitted through www.bidsync.com as part of the bidder’s submittal. The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

Title Page:

List the following:

Subject: **RFP # ED-17-02 “Janitorial Services – Charter Schools & Early Development Centers”**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
 - i. Note: This contact person shall also be listed on Attachment A: Contact Information Form
4. Telephone Number
5. Email Address

Tab 1 - Table of Contents:

Include a clear identification of the material included in the proposal by tab number and page number.

Tab 2 - Letter of Interest:

Limit to two (2) pages.

1. Attach a letter of interest that explains your firm’s interest in working on this project, a positive commitment to perform the required work and a description of the firm including:



- a. Include the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc.
- b. Summary of abilities and experience of the firms' professional personnel (More detail to be provided in **Tab 3 - Experience and Ability**)
- c. Summary of past performance of the firm on similar projects (More detail to be provided in **Tab 4 - Previous Experience**)
- d. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.

Tab 3 - Experience and Ability (25 points):

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff.

1. Provide narrative describing company's history and background.
2. Include an organizational chart and licenses.
3. Provide description of labor force.
 - a. Include the estimated salaries (or range) for various positions that will be performing the services under this agreement.
 - b. Include a summary of employee benefits for the various positions that will be performing the services under this agreement.
 - c. Information regarding employee turnover rates.
4. Provide list of all company owned equipment that will be used for this project.

Tab 4 - Previous Experience (25 points):

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (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. Major consideration will be given to the successful performance with previous and or current projects that are comparable in scope, and complexity. Details should include the following:

1. Attachment K: References Form
 - a. Proposal must demonstrate that it or the company has the experience and qualifications to perform the required services.



Tab 5 - Firm's Understanding and Approach to the Work (20 points):

- 1. Understanding:**
 - a. Provide a thorough description demonstrating an understanding of the Scope of Work and its components.
- 2. Management:**
 - a. Describe how the Scope of Work will be implemented and monitored.
 - b. Describe what process or system will be used to track, monitor and manage the employees, the sites, the hours worked and the performance.
- 3. Training:**
 - a. Describe or otherwise provide a copy of the training program(s) used to meet and exceed the minimum training requirements.
 - b. Based on the scope of work, identify additional training plan(s) that will further develop and improve the overall qualifications of assigned staff.
- 4. Provision of Consumable Supplies:**
 - a. Please indicate the number of supplies included in your estimate and how the contractor will be able to handle situations where their estimated amounts not sufficient. (Please note that the supplies are to be included with total cost of the services and the City will not pay for overages if the Contractor did not estimate enough supplies for the project.)

Tab 6 – Project Cost (25 points):

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. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
 - b. 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.
 - c. 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.
 - d. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
 - e. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.



Tab 7 – Other Completed Documents (5 points for Vendor Preference - Local/VOSB):

1. Attachment B: Vendor Information Form and a W-9
 - a. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. December 2014), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.
2. Attachment C: Non-Collusive Affidavit
3. Attachment D: Sworn Statement on Public Entity Crimes Form
4. Attachment E: Local Vendor Preference Certification
 - a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
 - b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
 - c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.
5. Attachment F: Veteran Owned Small Business Preference Certification
 - a. 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).
 - b. 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.
6. Attachment G: Equal Benefits Certification Form
7. Attachment H: Proposer's Completed Qualification Statement
8. Attachment L: Mandatory Pre-Bid Meeting Form
 - Please see **SECTION 4 - SPECIAL TERMS & CONDITIONS** of this RFP for additional information.

Tab 8 - Business Structure, Licenses and Professional Registration Certificates:

1. Copies of city, county, and state professional licenses and business tax receipts.
2. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm's current Florida Corporate Charter.
3. A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services (architecture, engineering, general contractor or other certification required).



- 4. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.

Tab 9 - Additional Information:

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

1.10 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 RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

Criteria	Points
Experience and Ability	25 points
Previous Experience	25 points
Firm’s Understanding and Approach to the Work	20 points
Project Cost	25 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
Total Points	100 points

**Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.*

Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.

All other vendors shall receive zero (0) points.



- C. The Evaluation Committee shall have the **option** to short-list the proposers based on the criteria listed above. Then the Evaluation Committee **may** schedule a second meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

1.11 TERM

The initial term of this contract shall be for a three (3) year period with option on the part of the City to renew for two (2) additional three (3) year periods based on mutual consent of both parties.

1.12 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	March 30, 2017
Mandatory Pre-Bid Meeting: Meeting location will be in the Public Services Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, Florida 33025.	10:00 a.m. on April 10, 2017
Question Due Date	April 18, 2017
Anticipated Date of Issuance for the Addenda with Questions and Answers	April 24, 2017
Proposals will be accepted until	2:00 p.m. on May 02, 2017
Proposals will be opened at	2:30 p.m. on May 02, 2017
Evaluation of Proposals by the Staff	TBD
Recommendation of Contractor to City Commission award	TBD

1.12.1 Mandatory Pre-Bid Meeting

There will be a **MANDATORY PRE-BID MEETING** on **April 10, 2016 at 10:00 a.m.** Meeting location will be at Public Services Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, Florida 33025.

The purpose of the meeting is to allow prospective bidders the ability to inspect and measure areas along with providing the vendors the opportunity to verify supplies and dispensers currently being used.



Please make sure to have the Mandatory Site Visit Confirmation Form signed by both you and the respective City Representative at the time of your visit. Completed form will need to be submitted as part of your proposal.

1.12.2 Submission Requirements

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on May 02, 2017.**

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.

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.



SECTION 2 - INSURANCE REQUIREMENTS

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.

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.

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.

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.

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.



REQUIRED INSURANCE

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 (**mostly for construction or equipment sold to the CITY**)

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.

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 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.

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

- 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.
- 5. **SEXUAL ABUSE** may not be excluded from any policy.

REQUIRED ENDORSEMENTS

- 1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 2. Waiver of all Rights of Subrogation against the CITY
- 3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 4. CONTRACTORS' policies shall be Primary & Non-Contributory
- 5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 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.

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.

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 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.

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.



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 their 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 Manager, Christina Sorensen, 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 Invitation for Bid. 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.

3.29 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, 10100 Pines Boulevard, Pembroke Pines, FL.

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, Florida Prompt Payment Act.



SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 OWNER'S CONTINGENCY

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City Commission may award a project with an "Owner's Contingency". This contingency or allowance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner's Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor's overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner's Contingency without the expressed prior 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 Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.



CONTACT INFORMATION FORM

IN ACCORDANCE WITH “RFP # ED-17-02” dated **March 30, 2017** titled “**Janitorial Services for Charter Schools & Early Development Centers**” 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: _____

1. East Campus:**Pembroke Pines Charter East Elementary School****10801 Pembroke Road, Pembroke Pines, FL 33025**

Item #	Scope of Work Section	Daily	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (A) Classrooms/Hallways	<u>Daily</u>	BidSync	364	
2	As per Scope of Work Section #1.7.1 (B) Administrative Offices	<u>Daily</u>	BidSync	364	
3	As per Scope of Work Section #1.7.1 (C) Restrooms	<u>Daily</u>	BidSync	364	
4	As per Scope of Work Section #1.7.1 (D) Teacher Lounges/Breakrooms/Cafeterias/Lunch Areas	<u>Daily</u>	BidSync	364	
5	As per Scope of Work Section #1.7.1 (E) Gymnasium Floor	<u>Daily</u>	BidSync	364	
6	As per Scope of Work Section #1.7.1 (F) All VCT, LVT, and Ceramic Tile Areas	<u>Daily</u>	BidSync	364	
7	As per Scope of Work Section #1.7.1 (G) Carpeted Areas	<u>Daily</u>	BidSync	364	
Total Cost for This Area					

Item #	Scope of Work Section	Weekly	Unit Cost	QTY	Total Annual Cost
8	As per Scope of Work Section #1.7.2 (A) Restrooms	<u>Weekly</u>	BidSync	52	
9	As per Scope of Work Section #1.7.2 (B) Work to be Performed Weekly	<u>Weekly</u>	BidSync	52	
Total Cost for This Area					

Item #	Scope of Work Section	Monthly	Unit Cost	QTY	Total Annual Cost
10	As per Scope of Work Section #1.7.3 (A) Common Area	<u>Monthly</u>	BidSync	12	
Total Cost for This Area					

Floor Care Schedule Section 1.8 A & B

Item #	Scope of Work Section	Unit Cost	QTY	Total Annual Cost
11	As per Scope of Work Section #1.8.(A-1) VCT, LVT, &Ceramic Tile Areas / Four Times a Year	BidSync	4	
12	As per Scope of Work Section #1.8 (A-4) VCT, LVT, &Ceramic Tile Areas / Five Times a Year	BidSync	5	
13	As per Scope of Work Section #1.8 (A-5) VCT, LVT, &Ceramic Tile Areas / One Times a Year / July - August	BidSync	1	
14	As per Scope of Work Section #1.8 (B-2) VCT, LVT, &Ceramic Tile Areas / Quaterly	BidSync	4	

FOR FUTURE ADDITIONAL REQUIREMENTS

Item #	ADDITIONAL SERVICES	Per Request	Total Cost	QTY	
15	Strip/wax Vinyl (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
16	Strip/wax Tile (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
17	Shampoo carpeted (Per Square Foot) As per Sec 1.8 Floor Care Standards (B) Carpeted Areas	Cost Per S/F	BidSync	1	
18	Additional scrub and rebuff of Floors	Cost Per S/F	BidSync	1	
19	Event Clean up	Cost Per Hour	BidSync	1	
20	Additional cleanings	Cost Per Hour	BidSync	1	
21	Porter	Cost Per Hour	BidSync	1	

2. Village Community Center**Village Preschool – Early Development Center****6700 SW 13 Street, Pembroke Pines, FL 33023**

Item #	Scope of Work Section	Daily	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (A) Classrooms/Hallways	<u>Daily</u>	BidSync	364	
2	As per Scope of Work Section #1.7.1 (B) Administrative Offices	<u>Daily</u>	BidSync	364	
3	As per Scope of Work Section #1.7.1 (C) Restrooms	<u>Daily</u>	BidSync	364	
4	As per Scope of Work Section #1.7.1 (D) Teacher Lounges/Breakrooms/Cafeterias/Lunch Areas	<u>Daily</u>	BidSync	364	
5	As per Scope of Work Section #1.7.1 (E) Gymnasium Floor	<u>Daily</u>	BidSync	364	
6	As per Scope of Work Section #1.7.1 (F) All VCT, LVT, and Ceramic Tile Areas	<u>Daily</u>	BidSync	364	
7	As per Scope of Work Section #1.7.1 (G) Carpeted Areas	<u>Daily</u>	BidSync	364	
Total Cost for This Area					

Item #	Scope of Work Section	Weekly	Unit Cost	QTY	Total Annual Cost
8	As per Scope of Work Section #1.7.2 (A) Restrooms	<u>Weekly</u>	BidSync	52	
9	As per Scope of Work Section #1.7.2 (B) Work to be Performed Weekly	<u>Weekly</u>	BidSync	52	
Total Cost for This Area					

Item #	Scope of Work Section	Monthly	Unit Cost	QTY	Total Annual Cost
10	As per Scope of Work Section #1.7.3 (A) Common Area	<u>Monthly</u>	BidSync	12	
11	As per Scope of Work Section #1.7.3 (B) Carpeted Areas / EDC's Pre-K's	<u>Monthly</u>	BidSync	12	
Total Cost for This Area					

Floor Care Schedule Section 1.8 A & B

Item #	Scope of Work Section	Unit Cost	QTY	Total Annual Cost
12	As per Scope of Work Section #1.8.(A-1) VCT, LVT, &Ceramic Tile Areas / Four Times a Year	BidSync	4	
13	As per Scope of Work Section #1.8 (A-4) VCT, LVT, &Ceramic Tile Areas / Five Times a Year	BidSync	5	
14	As per Scope of Work Section #1.8 (A-5) VCT, LVT, &Ceramic Tile Areas / One Times a Year / July - August	BidSync	1	
15	As per Scope of Work Section #1.8 (B-2) VCT, LVT, &Ceramic Tile Areas / Quaterly	BidSync	4	

FOR FUTURE ADDITIONAL REQUIREMENTS

Item #	ADDITIONAL SERVICES	Per Request	Total Cost	QTY	
16	Strip/wax Vinyl (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
17	Strip/wax Tile (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
18	Shampoo carpeted (Per Square Foot) As per Sec 1.8 Floor Care Standards (B) Carpeted Areas	Cost Per S/F	BidSync	1	
19	Additional scrub and rebuff of Floors	Cost Per S/F	BidSync	1	
20	Event Clean up	Cost Per Hour	BidSync	1	
21	Additional cleanings	Cost Per Hour	BidSync	1	
22	Porter	Cost Per Hour	BidSync	1	

3. Walter C. Young Campus:

Bright Beginnings – Early Development Center

901 NW 129th Avenue, Pembroke Pines, FL 33028

Item #	Scope of Work Section	Daily	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (A) Classrooms/Hallways	<u>Daily</u>	BidSync	364	
2	As per Scope of Work Section #1.7.1 (B) Administrative Offices	<u>Daily</u>	BidSync	364	
3	As per Scope of Work Section #1.7.1 (C) Restrooms	<u>Daily</u>	BidSync	364	
4	As per Scope of Work Section #1.7.1 (D) Teacher Lounges/Breakrooms/Cafeterias/Lunch Areas	<u>Daily</u>	BidSync	364	
5	As per Scope of Work Section #1.7.1 (E) Gymnasium Floor	<u>Daily</u>	BidSync	364	
6	As per Scope of Work Section #1.7.1 (F) All VCT, LVT, and Ceramic Tile Areas	<u>Daily</u>	BidSync	364	
7	As per Scope of Work Section #1.7.1 (G) Carpeted Areas	<u>Daily</u>	BidSync	364	
Total Cost for This Area					

Item #	Scope of Work Section	Weekly	Unit Cost	QTY	Total Annual Cost
8	As per Scope of Work Section #1.7.2 (A) Restrooms	<u>Weekly</u>	BidSync	52	
9	As per Scope of Work Section #1.7.2 (B) Work to be Performed Weekly	<u>Weekly</u>	BidSync	52	
Total Cost for This Area					

Item #	Scope of Work Section	Monthly	Unit Cost	QTY	Total Annual Cost
10	As per Scope of Work Section #1.7.3 (A) Common Area	<u>Monthly</u>	BidSync	12	
11	As per Scope of Work Section #1.7.3 (B) Carpeted Areas / EDC's Pre-K's	<u>Monthly</u>	BidSync	12	
Total Cost for This Area					

Floor Care Schedule Section 1.8 A & B

Item #	Scope of Work Section	Unit Cost	QTY	Total Annual Cost
12	As per Scope of Work Section #1.8.(A-1) VCT, LVT, &Ceramic Tile Areas / Four Times a Year	BidSync	4	
13	As per Scope of Work Section #1.8 (A-4) VCT, LVT, &Ceramic Tile Areas / Five Times a Year	BidSync	5	
14	As per Scope of Work Section #1.8 (A-5) VCT, LVT, &Ceramic Tile Areas / One Times a Year / July - August	BidSync	1	
15	As per Scope of Work Section #1.8 (B-2) VCT, LVT, &Ceramic Tile Areas / Quaterly	BidSync	4	

FOR FUTURE ADDITIONAL REQUIREMENTS

Item #	ADDITIONAL SERVICES	Per Request	Total Cost	QTY	
16	Strip/wax Vinyl (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
17	Strip/wax Tile (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
18	Shampoo carpeted (Per Square Foot) As per Sec 1.8 Floor Care Standards (B) Carpeted Areas	Cost Per S/F	BidSync	1	
19	Additional scrub and rebuff of Floors	Cost Per S/F	BidSync	1	
20	Event Clean up	Cost Per Hour	BidSync	1	
21	Additional cleanings	Cost Per Hour	BidSync	1	
22	Porter	Cost Per Hour	BidSync	1	

4. Central Campus:**Pembroke Pines Charter Central Elementary & Middle Schools****12350 Sheridan Street, Pembroke Pines, FL 33026**

Item #	Scope of Work Section	Daily	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (A) Classrooms/Hallways	<u>Daily</u>	BidSync	364	
2	As per Scope of Work Section #1.7.1 (B) Administrative Offices	<u>Daily</u>	BidSync	364	
3	As per Scope of Work Section #1.7.1 (C) Restrooms	<u>Daily</u>	BidSync	364	
4	As per Scope of Work Section #1.7.1 (D) Teacher Lounges/Breakrooms/Cafeterias/Lunch Areas	<u>Daily</u>	BidSync	364	
5	As per Scope of Work Section #1.7.1 (E) Gymnasium Floor	<u>Daily</u>	BidSync	364	
6	As per Scope of Work Section #1.7.1 (F) All VCT, LVT, and Ceramic Tile Areas	<u>Daily</u>	BidSync	364	
7	As per Scope of Work Section #1.7.1 (G) Carpeted Areas	<u>Daily</u>	BidSync	364	
Total Cost for This Area					

Item #	Scope of Work Section	Weekly	Unit Cost	QTY	Total Annual Cost
8	As per Scope of Work Section #1.7.2 (A) Restrooms	<u>Weekly</u>	BidSync	52	
9	As per Scope of Work Section #1.7.2 (B) Work to be Performed Weekly	<u>Weekly</u>	BidSync	52	
Total Cost for This Area					

Item #	Scope of Work Section	Monthly	Unit Cost	QTY	Total Annual Cost
10	As per Scope of Work Section #1.7.3 (A) Common Area	<u>Monthly</u>	BidSync	12	
Total Cost for This Area					

Floor Care Schedule Section 1.8 A & B

Item #	Scope of Work Section	Unit Cost	QTY	Total Annual Cost
11	As per Scope of Work Section #1.8.(A-1) VCT, LVT, &Ceramic Tile Areas / Four Times a Year	BidSync	4	
12	As per Scope of Work Section #1.8 (A-4) VCT, LVT, &Ceramic Tile Areas / Five Times a Year	BidSync	5	
13	As per Scope of Work Section #1.8 (A-5) VCT, LVT, &Ceramic Tile Areas / One Times a Year / July - August	BidSync	1	
14	As per Scope of Work Section #1.8 (B-2) VCT, LVT, &Ceramic Tile Areas / Quaterly	BidSync	4	

FOR FUTURE ADDITIONAL REQUIREMENTS

Item #	ADDITIONAL SERVICES	Per Request	Total Cost	QTY	Total Annual Cost
15	Strip/wax Vinyl (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
16	Strip/wax Tile (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
17	Shampoo carpeted (Per Square Foot) As per Sec 1.8 Floor Care Standards (B) Carpeted Areas	Cost Per S/F	BidSync	1	
18	Additional scrub and rebuff of Floors	Cost Per S/F	BidSync	1	
19	Event Clean up	Cost Per Hour	BidSync	1	
20	Additional cleanings	Cost Per Hour	BidSync	1	
21	Porter	Cost Per Hour	BidSync	1	

5. Central Campus:**Central Campus – Early Development Center****12200 Sheridan Street, Pembroke Pines, FL 33026**

Item #	Scope of Work Section	Daily	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (A) Classrooms/Hallways	<u>Daily</u>	BidSync	364	
2	As per Scope of Work Section #1.7.1 (B) Administrative Offices	<u>Daily</u>	BidSync	364	
3	As per Scope of Work Section #1.7.1 (C) Restrooms	<u>Daily</u>	BidSync	364	
4	As per Scope of Work Section #1.7.1 (D) Teacher Lounges/Breakrooms/Cafeterias/Lunch Areas	<u>Daily</u>	BidSync	364	
5	As per Scope of Work Section #1.7.1 (E) Gymnasium Floor	<u>Daily</u>	BidSync	364	
6	As per Scope of Work Section #1.7.1 (F) All VCT, LVT, and Ceramic Tile Areas	<u>Daily</u>	BidSync	364	
7	As per Scope of Work Section #1.7.1 (G) Carpeted Areas	<u>Daily</u>	BidSync	364	
Total Cost for This Area					

Item #	Scope of Work Section	Weekly	Unit Cost	QTY	Total Annual Cost
8	As per Scope of Work Section #1.7.2 (A) Restrooms	<u>Weekly</u>	BidSync	52	
9	As per Scope of Work Section #1.7.2 (B) Work to be Performed Weekly	<u>Weekly</u>	BidSync	52	
Total Cost for This Area					

Item #	Scope of Work Section	Monthly	Unit Cost	QTY	Total Annual Cost
10	As per Scope of Work Section #1.7.3 (A) Common Area	<u>Monthly</u>	BidSync	12	
11	As per Scope of Work Section #1.7.3 (B) Carpeted Areas / EDC's Pre-K's	<u>Monthly</u>	BidSync	12	
Total Cost for This Area					

Floor Care Schedule Section 1.8 A & B

Item #	Scope of Work Section	Unit Cost	QTY	Total Annual Cost
12	As per Scope of Work Section #1.8.(A-1) VCT, LVT, &Ceramic Tile Areas / Four Times a Year	BidSync	4	
13	As per Scope of Work Section #1.8 (A-4) VCT, LVT, &Ceramic Tile Areas / Five Times a Year	BidSync	5	
14	As per Scope of Work Section #1.8 (A-5) VCT, LVT, &Ceramic Tile Areas / One Times a Year / July - August	BidSync	1	
15	As per Scope of Work Section #1.8 (B-2) VCT, LVT, &Ceramic Tile Areas / Quaterly	BidSync	4	

FOR FUTURE ADDITIONAL REQUIREMENTS

Item #	ADDITIONAL SERVICES	Per Request	Total Cost	QTY	
16	Strip/wax Vinyl (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
17	Strip/wax Tile (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
18	Shampoo carpeted (Per Square Foot) As per Sec 1.8 Floor Care Standards (B) Carpeted Areas	Cost Per S/F	BidSync	1	
19	Additional scrub and rebuff of Floors	Cost Per S/F	BidSync	1	
20	Event Clean up	Cost Per Hour	BidSync	1	
21	Additional cleanings	Cost Per Hour	BidSync	1	
22	Porter	Cost Per Hour	BidSync	1	

6. West Campus:
Pembroke Pines Charter West Elementary and Middle School / 1680 SW 184th Avenue, Pembroke Pines, FL 33029
/ 18500 Pembroke Road, Pembroke Pines, FL 33029

Item #	Scope of Work Section	Daily	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (A) Classrooms/Hallways	<u>Daily</u>	BidSync	364	
2	As per Scope of Work Section #1.7.1 (B) Administrative Offices	<u>Daily</u>	BidSync	364	
3	As per Scope of Work Section #1.7.1 (C) Restrooms	<u>Daily</u>	BidSync	364	
4	As per Scope of Work Section #1.7.1 (D) Teacher Lounges/Breakrooms/Cafeterias/Lunch Areas	<u>Daily</u>	BidSync	364	
5	As per Scope of Work Section #1.7.1 (E) Gymnasium Floor	<u>Daily</u>	BidSync	364	
6	As per Scope of Work Section #1.7.1 (F) All VCT, LVT, and Ceramic Tile Areas	<u>Daily</u>	BidSync	364	
7	As per Scope of Work Section #1.7.1 (G) Carpeted Areas	<u>Daily</u>	BidSync	364	
Total Cost for This Area					

Item #	Scope of Work Section	Weekly	Unit Cost	QTY	Total Annual Cost
8	As per Scope of Work Section #1.7.2 (A) Restrooms	<u>Weekly</u>	BidSync	52	
9	As per Scope of Work Section #1.7.2 (B) Work to be Performed Weekly	<u>Weekly</u>	BidSync	52	
Total Cost for This Area					

Item #	Scope of Work Section	Monthly	Unit Cost	QTY	Total Annual Cost
10	As per Scope of Work Section #1.7.3 (A) Common Area	<u>Monthly</u>	BidSync	12	
Total Cost for This Area					

Floor Care Schedule Section 1.8 A & B

Item #	Scope of Work Section	Unit Cost	QTY	Total Annual Cost
11	As per Scope of Work Section #1.8.(A-1) VCT, LVT, &Ceramic Tile Areas / Four Times a Year	BidSync	4	
12	As per Scope of Work Section #1.8 (A-4) VCT, LVT, &Ceramic Tile Areas / Five Times a Year	BidSync	5	
13	As per Scope of Work Section #1.8 (A-5) VCT, LVT, &Ceramic Tile Areas / One Times a Year / July - August	BidSync	1	
14	As per Scope of Work Section #1.8 (B-2) VCT, LVT, &Ceramic Tile Areas / Quaterly	BidSync	4	

FOR FUTURE ADDITIONAL REQUIREMENTS

Item #	ADDITIONAL SERVICES	Per Request	Total Cost	QTY	Total Annual Cost
15	Strip/wax Vinyl (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
16	Strip/wax Tile (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
17	Shampoo carpeted (Per Square Foot) As per Sec 1.8 Floor Care Standards (B) Carpeted Areas	Cost Per S/F	BidSync	1	
18	Additional scrub and rebuff of Floors	Cost Per S/F	BidSync	1	
19	Event Clean up	Cost Per Hour	BidSync	1	
20	Additional cleanings	Cost Per Hour	BidSync	1	
21	Porter	Cost Per Hour	BidSync	1	

7. West Campus:**West Campus – Early Development Center****1600 SW 184th Avenue, Pembroke Pines, FL 33029**

Item #	Scope of Work Section	Daily	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (A) Classrooms/Hallways	<u>Daily</u>	BidSync	364	
2	As per Scope of Work Section #1.7.1 (B) Administrative Offices	<u>Daily</u>	BidSync	364	
3	As per Scope of Work Section #1.7.1 (C) Restrooms	<u>Daily</u>	BidSync	364	
4	As per Scope of Work Section #1.7.1 (D) Teacher Lounges/Breakrooms/Cafeterias/Lunch Areas	<u>Daily</u>	BidSync	364	
5	As per Scope of Work Section #1.7.1 (E) Gymnasium Floor	<u>Daily</u>	BidSync	364	
6	As per Scope of Work Section #1.7.1 (F) All VCT, LVT, and Ceramic Tile Areas	<u>Daily</u>	BidSync	364	
7	As per Scope of Work Section #1.7.1 (G) Carpeted Areas	<u>Daily</u>	BidSync	364	
Total Cost for This Area					

Item #	Scope of Work Section	Weekly	Unit Cost	QTY	Total Annual Cost
8	As per Scope of Work Section #1.7.2 (A) Restrooms	<u>Weekly</u>	BidSync	52	
9	As per Scope of Work Section #1.7.2 (B) Work to be Performed Weekly	<u>Weekly</u>	BidSync	52	
Total Cost for This Area					

Item #	Scope of Work Section	Monthly	Unit Cost	QTY	Total Annual Cost
10	As per Scope of Work Section #1.7.3 (A) Common Area	<u>Monthly</u>	BidSync	12	
11	As per Scope of Work Section #1.7.3 (B) Carpeted Areas / EDC's Pre-K's	<u>Monthly</u>	BidSync	12	
Total Cost for This Area					

Floor Care Schedule Section 1.8 A & B

Item #	Scope of Work Section	Unit Cost	QTY	Total Annual Cost
12	As per Scope of Work Section #1.8.(A-1) VCT, LVT, &Ceramic Tile Areas / Four Times a Year	BidSync	4	
13	As per Scope of Work Section #1.8 (A-4) VCT, LVT, &Ceramic Tile Areas / Five Times a Year	BidSync	5	
14	As per Scope of Work Section #1.8 (A-5) VCT, LVT, &Ceramic Tile Areas / One Times a Year / July - August	BidSync	1	
15	As per Scope of Work Section #1.8 (B-2) VCT, LVT, &Ceramic Tile Areas / Quaterly	BidSync	4	

FOR FUTURE ADDITIONAL REQUIREMENTS

Item #	ADDITIONAL SERVICES	Per Request	Total Cost	QTY	
16	Strip/wax Vinyl (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
17	Strip/wax Tile (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
18	Shampoo carpeted (Per Square Foot) As per Sec 1.8 Floor Care Standards (B) Carpeted Areas	Cost Per S/F	BidSync	1	
19	Additional scrub and rebuff of Floors	Cost Per S/F	BidSync	1	
20	Event Clean up	Cost Per Hour	BidSync	1	
21	Additional cleanings	Cost Per Hour	BidSync	1	
22	Porter	Cost Per Hour	BidSync	1	

8. Pembroke Shores:**Pembroke Pines Charter FSU Elementary School****601 SW 172 Avenue, Pembroke Pines, FL 33029**

Item #	Scope of Work Section	Daily	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (A) Classrooms/Hallways	<u>Daily</u>	BidSync	364	
2	As per Scope of Work Section #1.7.1 (B) Administrative Offices	<u>Daily</u>	BidSync	364	
3	As per Scope of Work Section #1.7.1 (C) Restrooms	<u>Daily</u>	BidSync	364	
4	As per Scope of Work Section #1.7.1 (D) Teacher Lounges/Breakrooms/Cafeterias/Lunch Areas	<u>Daily</u>	BidSync	364	
5	As per Scope of Work Section #1.7.1 (E) Gymnasium Floor	<u>Daily</u>	BidSync	364	
6	As per Scope of Work Section #1.7.1 (F) All VCT, LVT, and Ceramic Tile Areas	<u>Daily</u>	BidSync	364	
7	As per Scope of Work Section #1.7.1 (G) Carpeted Areas	<u>Daily</u>	BidSync	364	
Total Cost for This Area					

Item #	Scope of Work Section	Weekly	Unit Cost	QTY	Total Annual Cost
8	As per Scope of Work Section #1.7.2 (A) Restrooms	<u>Weekly</u>	BidSync	52	
9	As per Scope of Work Section #1.7.2 (B) Work to be Performed Weekly	<u>Weekly</u>	BidSync	52	
Total Cost for This Area					

Item #	Scope of Work Section	Monthly	Unit Cost	QTY	Total Annual Cost
10	As per Scope of Work Section #1.7.3 (A) Common Area	<u>Monthly</u>	BidSync	12	
Total Cost for This Area					

Floor Care Schedule Section 1.8 A & B

Item #	Scope of Work Section	Unit Cost	QTY	Total Annual Cost
11	As per Scope of Work Section #1.8.(A-1) VCT, LVT, &Ceramic Tile Areas / Four Times a Year	BidSync	4	
12	As per Scope of Work Section #1.8 (A-4) VCT, LVT, &Ceramic Tile Areas / Five Times a Year	BidSync	5	
13	As per Scope of Work Section #1.8 (A-5) VCT, LVT, &Ceramic Tile Areas / One Times a Year / July - August	BidSync	1	
14	As per Scope of Work Section #1.8 (B-2) VCT, LVT, &Ceramic Tile Areas / Quaterly	BidSync	4	

FOR FUTURE ADDITIONAL REQUIREMENTS

Item #	ADDITIONAL SERVICES	Per Request	Total Cost	QTY	Total Annual Cost
15	Strip/wax Vinyl (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
16	Strip/wax Tile (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
17	Shampoo carpeted (Per Square Foot) As per Sec 1.8 Floor Care Standards (B) Carpeted Areas	Cost Per S/F	BidSync	1	
18	Additional scrub and rebuff of Floors	Cost Per S/F	BidSync	1	
17	Event Clean up	Cost Per Hour	BidSync	1	
19	Additional cleanings	Cost Per Hour	BidSync	1	
20	Porter	Cost Per Hour	BidSync	1	

9. Academic Village:**Pembroke Pines Charter High School****17189 Sheridan Street, Pembroke Pines, FL 33331**

Item #	Scope of Work Section	Daily	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1 (A) Classrooms/Hallways	<u>Daily</u>	BidSync	364	
2	As per Scope of Work Section #1.7.1 (B) Administrative Offices	<u>Daily</u>	BidSync	364	
3	As per Scope of Work Section #1.7.1 (C) Restrooms	<u>Daily</u>	BidSync	364	
4	As per Scope of Work Section #1.7.1 (D) Teacher Lounges/Breakrooms/Cafeterias/Lunch Areas	<u>Daily</u>	BidSync	364	
5	As per Scope of Work Section #1.7.1 (E) Gymnasium Floor	<u>Daily</u>	BidSync	364	
6	As per Scope of Work Section #1.7.1 (F) All VCT, LVT, and Ceramic Tile Areas	<u>Daily</u>	BidSync	364	
7	As per Scope of Work Section #1.7.1 (G) Carpeted Areas	<u>Daily</u>	BidSync	364	
Total Cost for This Area					

Item #	Scope of Work Section	Weekly	Unit Cost	QTY	Total Annual Cost
8	As per Scope of Work Section #1.7.2 (A) Restrooms	<u>Weekly</u>	BidSync	52	
9	As per Scope of Work Section #1.7.2 (B) Work to be Performed Weekly	<u>Weekly</u>	BidSync	52	
Total Cost for This Area					

Item #	Scope of Work Section	Monthly	Unit Cost	QTY	Total Annual Cost
10	As per Scope of Work Section #1.7.3 (A) Common Area	<u>Monthly</u>	BidSync	12	
Total Cost for This Area					

Floor Care Schedule Section 1.8 A & B

Item #	Scope of Work Section	Unit Cost	QTY	Total Annual Cost
11	As per Scope of Work Section #1.8.(A-1) VCT, LVT, &Ceramic Tile Areas / Four Times a Year	BidSync	4	
12	As per Scope of Work Section #1.8 (A-4) VCT, LVT, &Ceramic Tile Areas / Five Times a Year	BidSync	5	
13	As per Scope of Work Section #1.8 (A-5) VCT, LVT, &Ceramic Tile Areas / One Times a Year / July - August	BidSync	1	
14	As per Scope of Work Section #1.8 (B-2) VCT, LVT, &Ceramic Tile Areas / Quaterly	BidSync	4	

FOR FUTURE ADDITIONAL REQUIREMENTS

Item #	ADDITIONAL SERVICES	Per Request	Total Cost	QTY	
15	Strip/wax Vinyl (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
16	Strip/wax Tile (Per Square Foot) As per Sec 1.8 Floor Care Standards (A) Non-Carpeted Areas	Cost Per S/F	BidSync	1	
17	Shampoo carpeted (Per Square Foot) As per Sec 1.8 Floor Care Standards (B) Carpeted Areas	Cost Per S/F	BidSync	1	
18	Additional scrub and rebuff of Floors	Cost Per S/F	BidSync	1	
19	Event Clean up	Cost Per Hour	BidSync	1	
20	Additional cleanings	Cost Per Hour	BidSync	1	
21	Porter	Cost Per Hour	BidSync	1	



(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to accountspayable@ppines.com

Vendor Information Form

Operating Name (Payee)			
Legal Name (as filed with IRS)			
Remit-to Address (For Payments)			
Remit-to Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Order-from Address (For purchase orders)			
Order-from Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Return-to Address (For product returns)			
Return-to Contact Name		Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

- Corporation
- Sole Proprietorship/Individual
- Partnership
- Health Care Service Provider
- LLC – C (C corporation) – S (S corporation) – P (partnership)
- Other (Specify):

Federal ID Number:

Social Security No.:

Name of Applicant / Signature _____

Title of Applicant _____ Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type Specific Instructions on page 2:	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
See	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ^a	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.)	
6 City, state, and ZIP code		Requester's name and address (optional)
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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

	Social security number													
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; border: 1px solid black;"> </td> <td style="width: 25px; border: 1px solid black;">-</td> <td style="width: 25px; border: 1px solid black;"> </td> <td style="width: 25px; border: 1px solid black;"> </td> <td style="width: 25px; border: 1px solid black;"> </td> <td style="width: 25px; border: 1px solid black;">-</td> <td style="width: 25px; border: 1px solid black;"> </td> </tr> </table>					-				-				
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or	Employer identification number													
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; border: 1px solid black;"> </td> <td style="width: 25px; border: 1px solid black;">-</td> <td style="width: 25px; border: 1px solid black;"> </td> </tr> </table>					-								
				-										

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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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?* on page 2 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 Publication 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 28% 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 Part II instructions on page 3 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, 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.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The owner ³
	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. 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

¹List 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.

²Circle the minor's name and furnish the minor's SSN.

³You 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.

⁴List 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* on page 2.

*Note. 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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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.



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 _____



**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted _____
(name of entity submitting sworn statement) whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
2. My name is _____ and my
(Please print name of individual signing)
relationship to the entity named above is _____.
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



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.)

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.

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.)

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.)

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.)

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.)

Bidder's Name/Signature

Company

Date



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: _____

PRINTED NAME / AUTHORIZED SIGNATURE: _____



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: _____

PRINTED NAME / AUTHORIZED SIGNATURE: _____



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



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: _____

AUTHORIZED OFFICER NAME / SIGNATURE: _____



PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title: _____

Contact Person's E-mail Address: _____

PROPOSER'S Telephone and Fax Number: _____

PROPOSER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business _____

State the number of years your firm has been in business under your present business name _____

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship Partnership Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)



Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

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

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



Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(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.

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.

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).

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.



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.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

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

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



Describe the firm's local experience/nature of service with contracts of similar size and complexity, in 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 shall 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 (R R W Y Y G) F

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

- IN. CRER A:
- IN. CRER B:
- IN. CRER C:
- IN. CRER D:
- IN. CRER 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.

IN. R LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> , ' < * & <input type="checkbox"/> , + ' = (02 <input type="checkbox"/> < ' 0	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (A%)(P)%(P)%(F) \$ REY EXP (A%)(P)%(P)%(F) \$ PERSONAL & ADV. INJ. \$ GENERAL AGGREGATE \$ PRODC. COMP/OP AGG \$		
	AUTOMOBILE LIABILITY <input type="checkbox"/> AUTO <input type="checkbox"/> ALL OWNERS/AUTOS <input type="checkbox"/> CHEV. LEY/AUTO. <input type="checkbox"/> HIREY/ACTO. <input type="checkbox"/> NON-OWNERY/AUTO.	SAMPLE CERTIFICATE					
	GARAGE LIABILITY <input type="checkbox"/> AUTO				AUTO/ONL. THEA ACCIDEN \$ OTHER THAN EAFACC \$ AUTO ONLY: AGG \$		
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WCF. TAOK TORY LIMITS</td> <td>OTHER</td> </tr> </table> E.L. EACH ACCIDEN \$ E.L. P. I. EASE KEA ER PLOYEE \$ E.L. P. I. EASE KPOLIC FLIK IO \$	WCF. TAOK TORY LIMITS	OTHER
WCF. TAOK TORY LIMITS	OTHER						
	OTHER						

Certificate must contain wording similar to what appears below

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
 601 City Center Way
 Pembroke Pines FL 33025

City Must Be Named as Certificate Holder

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, MAIL IN _____ DAYS WRITTEN LEFT.

AUTHORIZED REPRESENTATIVE



AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 20____, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",

and

[VENDOR NAME]., a company authorized to do business in the State of Florida, with a business address of **[VENDOR ADDRESS]**, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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 **[DATE]**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **[DESCRIPTION OF PROJECT]** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

[BID NUMBER]
[BID TITLE]

1.2 On **[DATE]**, the bids were opened at the offices of the City Clerk.

1.3 On **[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 **[BRIEF EXPLANATION OF PROJECT]**, 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, "**[BID 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 **[DESCRIPTION OF PROJECT]**, 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 two (2) year period commencing on _____ and ending on _____.

3.2 This Agreement may be renewed for two (2) additional two (2) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon thirty (30) business days 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.

3.4 *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 LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED [**WRITTEN AMOUNT**] DOLLARS (\$[**NUMERICAL AMOUNT**]), which includes an owner’s contingency fee of [**WRITTEN AMOUNT**] DOLLARS (\$[**NUMERICAL AMOUNT**]), 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 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 Public Services Director or his or her assignees.

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

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

PERFORMANCE BOND

6.1 At the time of the execution of this Agreement, CONTRACTOR shall have in effect a Performance Bond guaranteeing to the CITY the completion and performance of the Scope of Services and work covered in this Agreement. The Performance Bond shall at all times be valid and in force to cover the Work being performed. The Performance Bond shall be executed by a Surety Company approved by the U.S. Treasury Department, licensed to do business in the State of Florida, and having a registered agent in Broward County.

6.2 The CONTRACTOR agrees to keep such Bonds, or a replacement thereof, in force at all times during the course of performance of this Agreement. In addition to the foregoing requirements, such Bond shall contain provisions, whether by attaching endorsements or supplemental agreements, guaranteeing to the CITY the completion of services of the performance of this Agreement. CONTRACTOR may comply with the requirements of this provision by causing said Bond to specifically name the CITY as one of the parties to whom the protection afforded by said Bond is extended or as an alternative, may furnish the CITY with a separate Performance Bond meeting the same criteria provided above.

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, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions 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 §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 **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
10100 PINES BOULEVARD, 5th 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
 10100 Pines Boulevard
 Pembroke Pines, Florida 33025
 Telephone No. (954) 431-4884
 Facsimile No. (954) 437-1149

Copy To: Samuel S. Goren, City Attorney
 Goren, Cherof, Doody & Ezrol, P.A.
 3099 East Commercial Boulevard, Suite 200



Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900
Facsimile No. (954) 771-4923

Contractor [VENDOR NAME].
[VENDOR ADDRESS]
[VENDOR CITY, STATE, & ZIP CODE]
Telephone No. _____
Facsimile No. _____

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.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



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

ATTEST: CITY

MARLENE D. GRAHAM, CITY CLERK BY: CHARLES F. DODGE CITY MANAGER

APPROVED AS TO FORM.

OFFICE OF THE CITY ATTORNEY

CONTRACTOR

Witnesses: [NAME OF CONTRACTOR] BY: Print Name: Title:

Print Name Print Name

STATE OF COUNTY OF ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared as of [NAME OF CONTRACTOR], a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of [NAME OF CONTRACTOR] 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 , 20.

NOTARY PUBLIC (Name of Notary Typed, Printed or Stamped)



REFERENCES FORM

Provide specific examples of similar contracts. References should be 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 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: _____



Mandatory Pre-Bid/Site Visit Confirmation Form

_____, who is a representative of
(Printed name of Contractor’s representative)

_____ PERSONALLY came and appeared
(Contractor’s Company)

before me and affirms that they have completed the mandatory pre-bid/site visit on this the

_____ day of _____, 20_____ as required by:

Solicitation #: _____

Solicitation Title: _____

(Contractor Representative’s Printed Name)

(City Representative’s Printed Name)

(Contractor Representative’s Signature)

(City Representative’s Signature)

(Contractor’s Company)

(City Representative’s Department)

(Contractor’s Phone Number)

(City Representative’s Phone Number)

(Date)

(Date)

The scanned form, signed by both the Contractor and City Representatives must be uploaded in order for the bid to be considered complete.



City of Pembroke Pines



Frank C. Ortis, Mayor
Angelo Castillo, Vice-Mayor
Charles F. Dodge, City Manager

Jay Schwartz, Commissioner
Carl Shechter, Commissioner
Iris A. Siple, Commissioner

May 3, 2017

RFP # ED-17-02

Addendum # 1
City of Pembroke Pines
RFP # ED-17-02

Janitorial Services for Charter Schools & Early Development Centers

A) ADDITION OF BONDING REQUIREMENTS

A.1 PROPOSAL SECURITY

Proposal Security Requirements: Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the base Proposal price. **Note: Contingency is not to be counted in the total amount the proposal security is based on.**

Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through BidSync. Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - RFP # ED-17-02 "Janitorial Services for Charter Schools & Early Development Centers"**" and sent to the:

City of Pembroke Pines,
City Clerk's Office, 4th Floor,
601 City Center Way,
Pembroke Pines, FL 33025.

Successful Proposer: The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, payment and performance bonds, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited.

Three Lowest Proposers: The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days

after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that he has not been notified of the acceptance of his Proposal.

All Other Proposers: Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.

A.2 PAYMENT AND PERFORMANCE BONDS

Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Two (2) separate bonds are required and both must be approved by the City. **The penal sum stated in each bond shall be 110% of the annual contract price, not including contingency.** The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

Mark Gomes
Purchasing Manager
City of Pembroke Pines



City of Pembroke Pines



Frank C. Ortis, Mayor
Angelo Castillo, Vice-Mayor
Charles F. Dodge, City Manager

Jay Schwartz, Commissioner
Carl Shechter, Commissioner
Iris A. Siple, Commissioner

May 12, 2017

RFP # ED-17-02

Addendum # 2
City of Pembroke Pines
RFP # ED-17-02
Janitorial Services for Charter Schools & Early Development Centers

A) ATTACHMENT M: DRAWINGS / FLOOR PLANS

An e-mail was sent out on May 3, 2017 to all of the vendors that attended the Mandatory Pre-Bid Meeting on April 10, 2017. The e-mail contained a link to the Drawings/Floor Plans. If you have not received the files please contact Danny Bedit in the Procurement Division at 954-518-9020 so that he can confirm the e-mail address written on the sign in sheet or listed on BidSync is accurate.

B) SECTION 1.3 OF THE RFP IS HEREBY REPEALED AND REPLACED WITH THE FOLLOWING:

1.3 MATERIALS, EQUIPMENT AND SUPPLIES

- A) 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. Replacements for all broken or damaged dispensers shall be provided by the Contractor and installed by the City. A limited storage area shall be provided for contractor to store necessary supplies and materials.
- B) The Contractor shall furnish and maintain all the necessary equipment and should submit as part of his 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 two years similar to those specified herein.

1.3.1 Janitorial Supply List

Below are paper and plastic goods that are required to be provided in this contract. Quantities are representative of what was provided in the previous 12 month period and are listed for the benefit of all bidders. If additional quantities are needed the winning contractor must provide them at no additional cost to the City. City is not responsible for errors in or omissions from this list, Contractor is to supply all garbage bags, toilet paper, paper towels, and hand soap for all school facilities.

All other supplies, such as bleach, that were listed in the previous listing are considered to be standardly provided by the contractor in a janitorial contract and are not quantified.

Item Description	Units of Measure	Estimated Annual Quantity
Small Garbage Bags 24x24	Case	388
Medium Garbage Bag 33x40	Case	736
Large Garbage Bag 43x43	Case	1236
Liquid Hand Soap	Gallon	296
2 Ply Toilet Paper	Case	1516
White Roll Towels	Case	1248

C) SECTION 1.5(G) OF THE RFP IS HEREBY REPEALED AND REPLACED WITH THE FOLLOWING:

- G) Contractor shall designate a Project Manager that oversees all school operations and to act as the City’s main contact. Project Manager must fluent in speaking, reading, and writing in English. Contractor shall designate one Lead Custodian at each site. Lead Custodian must be present at his or her designated time as shown in the table in Section 1.6. Lead Custodian must be fluent in speaking, reading, and writing in both English and any language used by Contractor’s workers if other than English. Name and cell phone numbers for the Project Manager and Lead Custodians shall be provided to the City immediately upon execution of the contract and immediately following any changes to said personnel. In the case of the departure of the Contractor’s Project Manager or Lead Custodian, a replacement will be provided within 24 hours.

D) SECTION 1.5 OF THE RFP IS AMENDED WITH ADDITION OF THE FOLLOWING SUBSECTION (J):

- J) A monthly inspection will be performed at each site and must be attended by the City’s Project Manager, Contractor’s Project Manager, and a School representative. A copy of this inspection report, signed by the City’s Project Manager and the Contractor’s Project Manager, must accompany each monthly pay application. This inspection report shall list all current deficiencies and must show that the previous month’s deficiencies, if any, have been corrected to the City’s satisfaction before payment will be made. Excessive and/or reoccurring deficiencies will result in non-recoupable deductions from payment to Contractor and could result in contract termination.

E) SECTION 1.6 OF THE RFP IS HEREBY REPEALED AND REPLACED WITH THE FOLLOWING:

1.6 STAFFING REQUIREMENTS

All major daily, weekly, monthly, and quarterly janitorial (which includes, but is not limited to, cleaning of classrooms and offices, vacuuming, mopping) shall be done between the hours of 5pm and 1am Monday-Friday. All doors and gates are to be locked upon leaving the premises. Staffing requirements needed to complete these services in their entirety are to be determined by the contractor. During periods of no school such as summer or spring break porters may be used to complete some of these services during the daytime in unoccupied buildings unless needed otherwise for events, summer camps, etc.

The chart below contains the quantities and timeframes for porters. The purpose of the porters is to do spot cleaning throughout the day as needed, tend to cafeteria needs during breakfast and lunch breaks, campus litter patrol, and a variety of other duties such as table/chair set up and break down for events and attend to school functions that occur during their hours of service. Porters are to follow direction daily as given by school administration. Night porters must also be able to speak conversational English. Hours of service are subject to change.

Campus Site	Schools / EDCs	Quantity, Days, & Hours For Porters (Year Round)
1. East Campus	Pembroke Pines Charter East Elementary School	<u>3- Monday-Friday</u> 1- 8am-4pm (1 Lead Custodian) 1- 9am-5pm 1- 10am-6pm
2. Village Community Center	Village Preschool Early Development Center	<u>1- Monday-Friday</u> 1 - 9am-5pm (1 Lead Custodian)
3. Walter C. Young Campus	Bright Beginnings Early Development Center	<u>1- Monday-Friday</u> 1 - 9am-5pm (1 Lead Custodian)
4. Central Campus	Pembroke Pines Charter Central Elementary & Middle School	<u>4 Monday-Friday</u> 1- 8am-4pm (1 Lead Custodian) 2- 9am-5pm 1- 10am-6pm
5. Central Campus	Central Campus Early Development Center	<u>1 Monday-Friday</u> 1 - 9am-5pm (1 Lead Custodian)
6. West Campus	Pembroke Pines Charter West Elementary & Middle School	<u>4 Monday-Friday</u> 1- 8am-4pm (1 Lead Custodian) 2- 9am-5pm 1- 10am-6pm
7. West Campus	West Campus Early Development Center	<u>1 Monday-Friday</u> 1 - 9am-5pm (1 Lead Custodian)
8. Pembroke Shores	Pembroke Pines Charter FSU Elementary School	<u>3 Monday-Friday</u> 1- 8am-4pm (1 Lead Custodian) 1- 9am-5pm 1- 10am-6pm

9. Academic Village	Pembroke Pines Charter High & Middle School	<u>6 Monday-Friday</u> 2- 7am-3pm (1 Lead Custodian) 2- 8am-4pm 1- 9am-5pm 1- 4pm-12am (1 Night Porter) <u>2 Saturday</u> 1- 8am-4pm (1 Lead Custodian) 1- 4pm-12am (1 Night Porter) <u>2 Sunday</u> 1- 8am-4pm (1 Lead Custodian) 1- 4pm-12am (1 Night Porter)
---------------------	---	---

Contractor shall be responsible to schedule clean up after all school meetings, school activities, school sporting events, City events, summer camps, theatre rentals, etc. A schedule for the 2016-2017 school year will be provided to the awarded contractor. Depending on the event, required work can range from cleaning up after the event is over to providing employees to clean up throughout the length of the entire event. If additional staff is required to tend to these events beyond the porters provided above, then the cost to provide the necessary janitorial services required for these events shall be billed at a predetermined cost per person/per hour.

F) SECTION 1.7.3(B) OF THE RFP IS HEREBY REPEALED AND REPLACED WITH THE FOLLOWING:

B) Carpeted Areas:

1. Clean all story time/activity rugs in the Early Development Centers and Elementary School classrooms using the Dry-Host Method. No substitutions are allowed. Under special circumstances, hot water extraction method may be used upon approval by the City's designated representative.

G) SECTION 1.8(A) OF THE RFP IS HEREBY REPEALED AND REPLACED WITH THE FOLLOWING:

A. VCT, LVT, and Ceramic Tile Areas:

1.VCT ONLY

- Use 3-M or equal products as approved by the City.
- FOUR TIMES PER YEAR- (October, December, February, and April) Scrub and recoat all VCT.
- Additional scrub and rebuffer may be required in high traffic areas (hallways) as directed by City's designated representative, as needed and priced per square foot.
- ANNUALLY- (Work to be performed during July and August). Completely strip to base and refinish VCT flooring. A minimum of five (5) coats of wax is to be applied, however more may be required to achieve industry standards.

2.LVT & CERAMIC TILE

- Use 3-M or equal products as approved by the City.
- FIVE TIMES PER YEAR- (February, April, August, October, and December) Scrub LVT and ceramic tile flooring.
- Contractor shall be liable for any damages incurred to the facility, including those caused by use of excess water during the stripping process.

H) REVISED PRICING STRUCTURE / PROPOSAL FORM

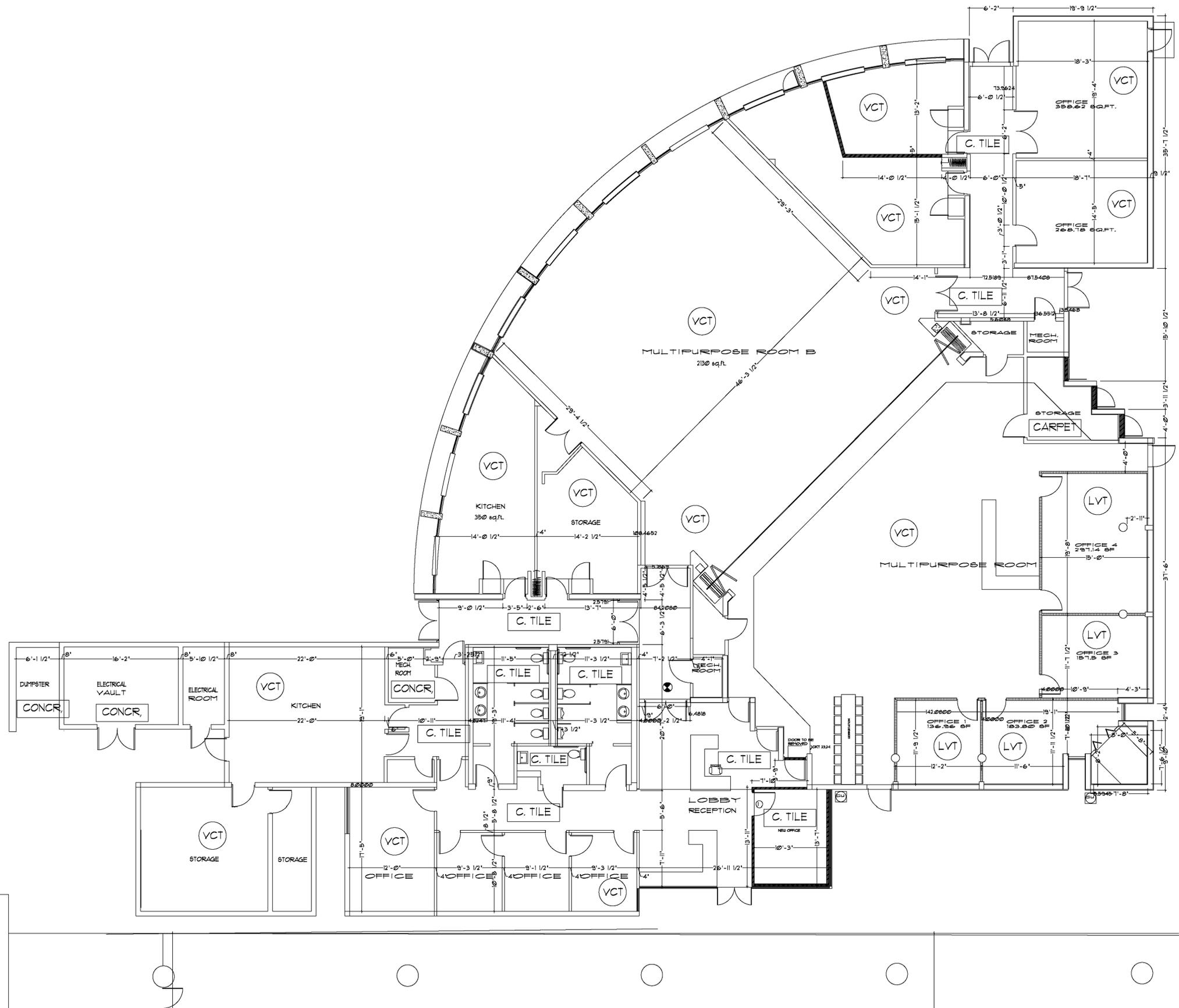
The City has provided a simplified Pricing Form on Bid Sync for the Vendors to provide the total annual cost to provide the services with the requested staffing, equipment, supplies, etc. for each site. Below is an example of the new structure that will be seen on BidSync:

Campus Site	Schools / EDCs	Proposed Annual Cost
1. East Campus	Pembroke Pines Charter East Elementary School	Price to be Submitted Via BidSync
2. Village Community Center	Village Preschool Early Development Center	Price to be Submitted Via BidSync
3. Walter C. Young Campus	Bright Beginnings Early Development Center	Price to be Submitted Via BidSync
4. Central Campus	Pembroke Pines Charter Central Elementary & Middle School	Price to be Submitted Via BidSync
5. Central Campus	Central Campus Early Development Center	Price to be Submitted Via BidSync
6. West Campus	Pembroke Pines Charter West Elementary & Middle School	Price to be Submitted Via BidSync
7. West Campus	West Campus Early Development Center	Price to be Submitted Via BidSync
8. Pembroke Shores	Pembroke Pines Charter FSU Elementary School	Price to be Submitted Via BidSync
9. Academic Village	Pembroke Pines Charter High & Middle School	Price to be Submitted Via BidSync

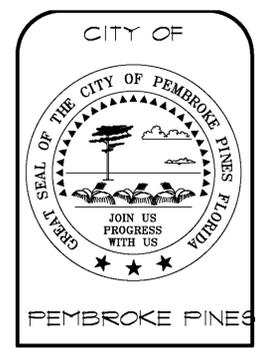
Additional Services Description (at any location)	Unit of Measure	Rate
Additional Porter for events as needed	per hour	Price to be Submitted Via BidSync
Additional Dry-Host Method Carpet Cleaning	per square foot	Price to be Submitted Via BidSync
Additional scrub and rebuff of VCT	per square foot	Price to be Submitted Via BidSync

Additional strip and recoat of VCT	per square foot	Price to be Submitted Via BidSync
Additional scrub of LVT	per square foot	Price to be Submitted Via BidSync
Additional scrub of ceramic tile	per square foot	Price to be Submitted Via BidSync
Water extraction cleaning of carpet	per square foot	Price to be Submitted Via BidSync

Mark Gomes
Purchasing Manager
City of Pembroke Pines



- CARPET
- CONCR, CONCR, FLOOR
- VCT VINYLE COMP. TILE
- LVT LUXURY TILE
- MATTED RUBBER FLOOR
- C. TILE CONCR. TILE



REVISIONS	BY

LICENSE NO.

SEAL

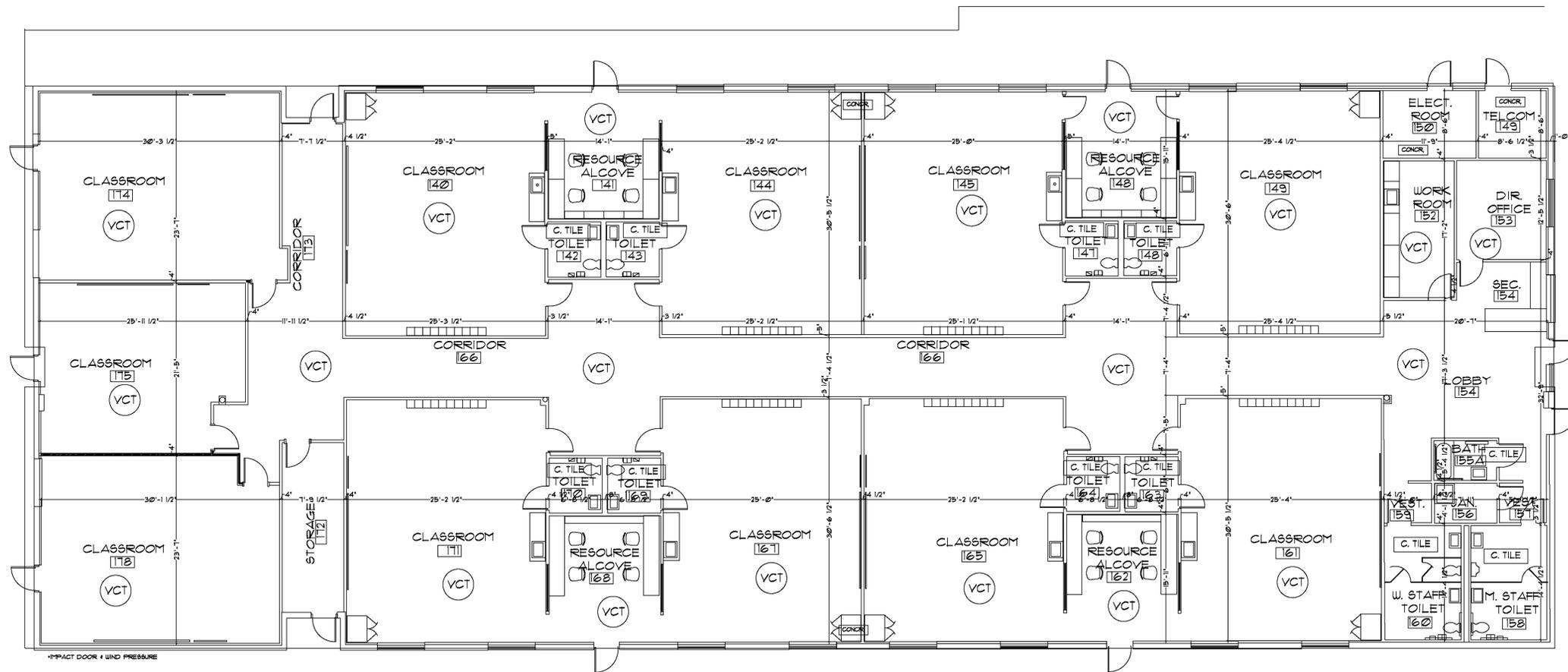
PROJECT

SCALE:
AS NOTE
DATE:

DRAWN BY:
A. NUNEZ

DRAWING NO.

EAST CAMPUS CHARTER SCHOOL ADMIN. BLDG



CARPET

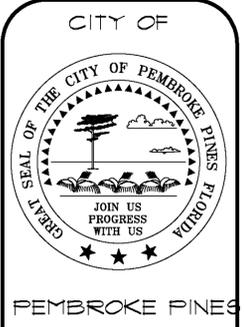
CONCR, CONCR, FLOOR

VCT VINYLE COMP. TILE

LVT LUXURY TILE

MATTED RUBBER FLOOR

C. TILE CONCR. TILE



REVISIONS	BY

LICENSE NO.

SEAL

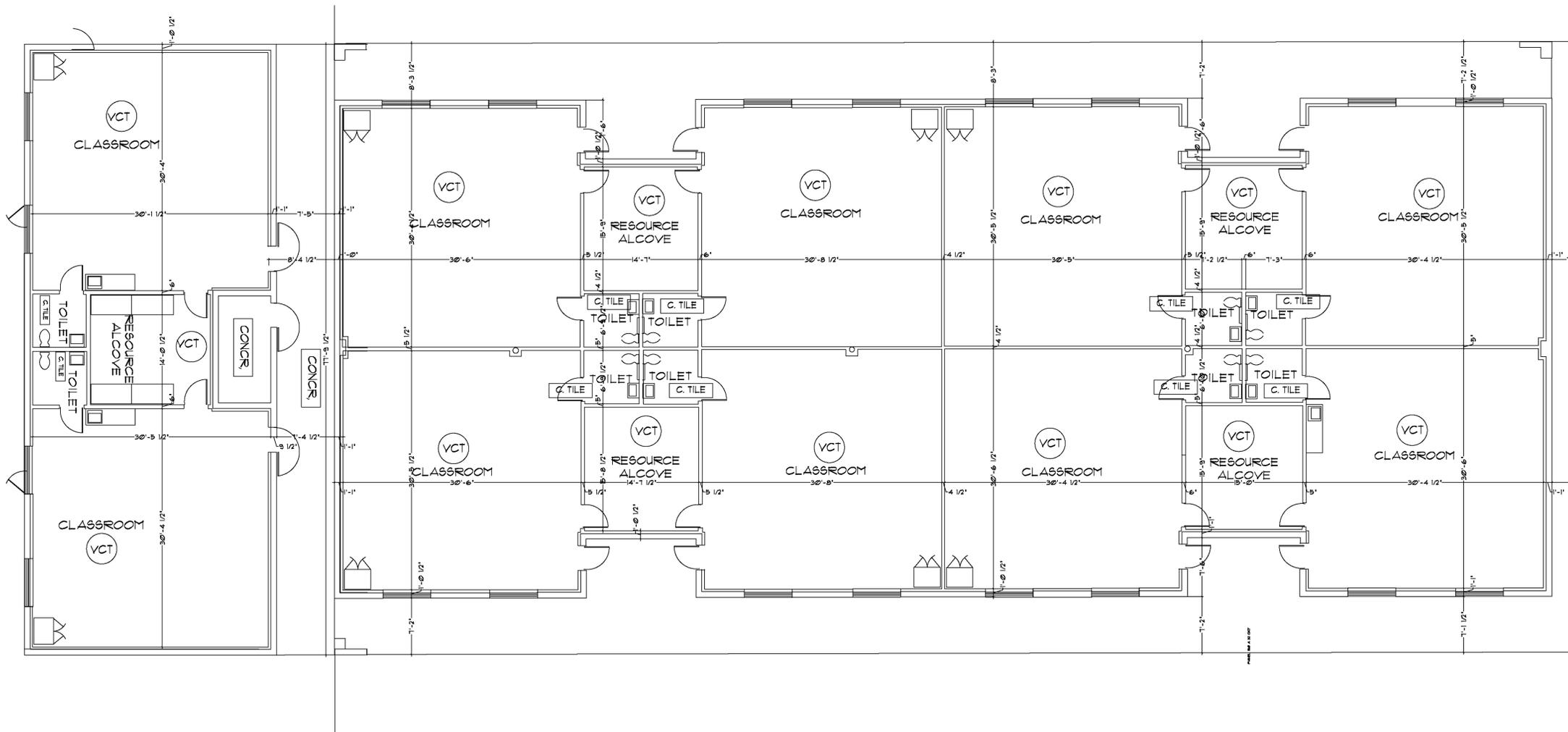
PROJECT

SCALE:
AS NOTE
DATE:

DRAWN BY:
A. NUNEZ

DRAWING NO.

EAST CAMPUS CHARTER SCHOOL P-BUILDING



CARPET

CONCR,

VCT

LVT

MATTED RUBBER FLOOR

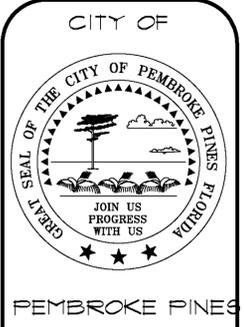
C. TILE

CONCR, FLOOR

VINYLE COMP. TILE

LUXURY TILE

CONC. TILE



REVISIONS	BY

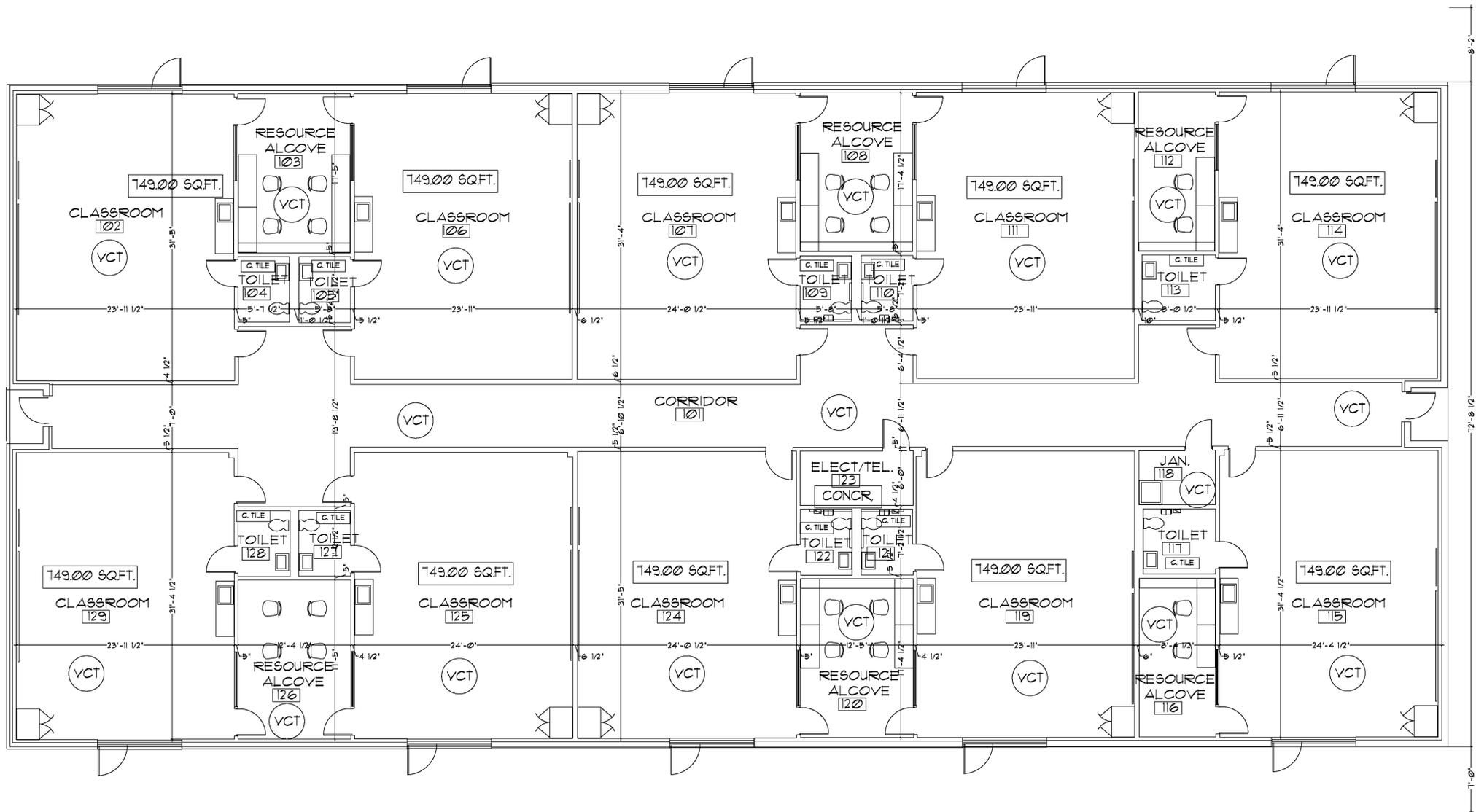
LICENSE NO.

SEAL

PROJECT

SCALE:
AS NOTE
DATE:
DRAWN BY:
A. NUNEZ
DRAWING NO.

EAST CAMPUS CHARTER SCHOOL E-BUILDING



CARPET

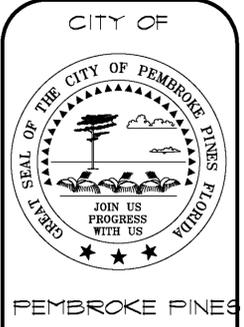
CONCR, CONCR, FLOOR

VCT VINYLE COMP. TILE

LVT LUXURY TILE

MATTED RUBBER FLOOR

C. TILE CONCR. TILE



REVISIONS	BY

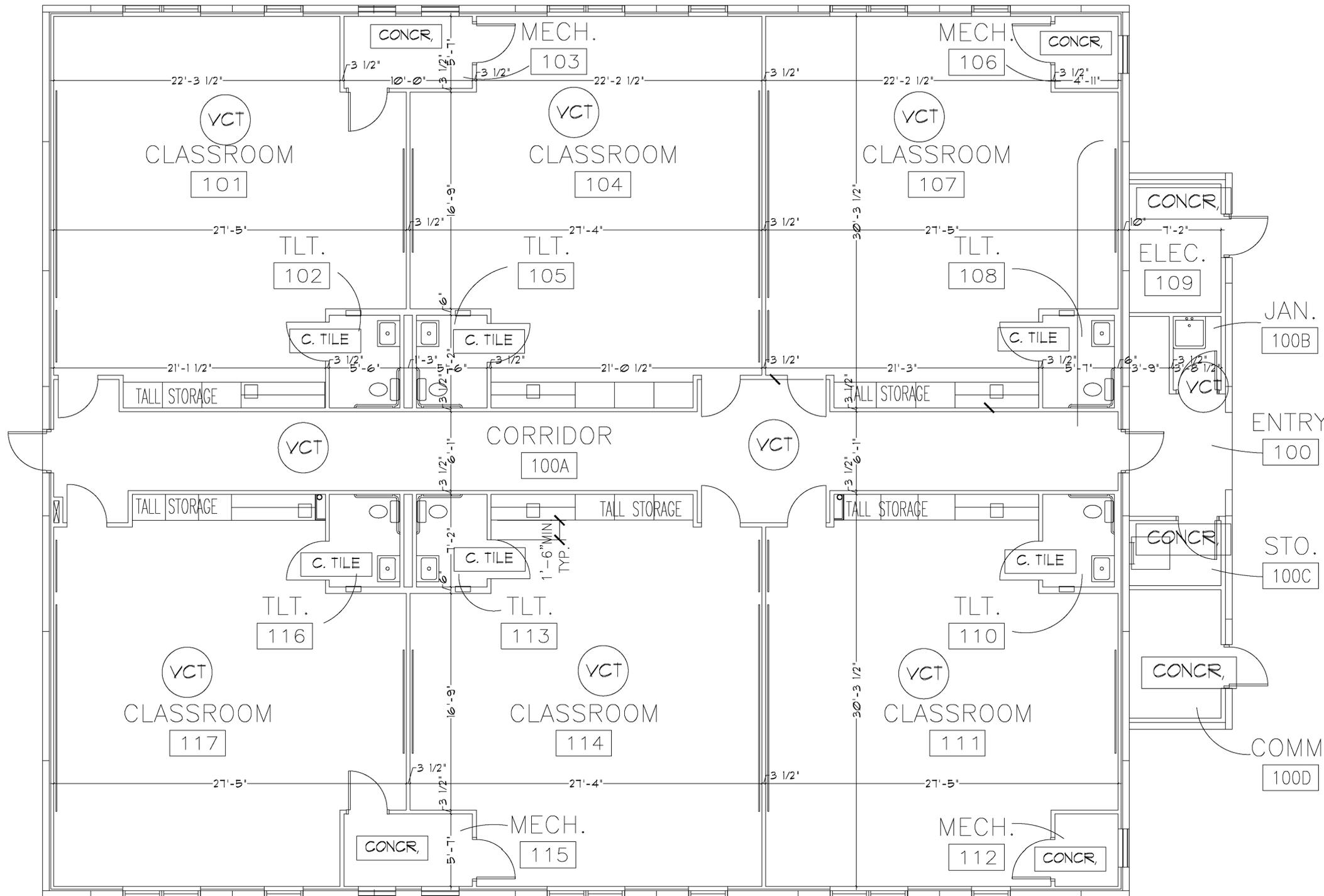
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SEAL

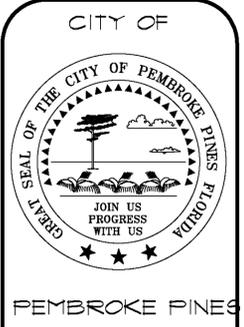
PROJECT

SCALE:
AS NOTE
DATE:
DRAWN BY:
A. NUNEZ
DRAWING NO.

EAST CAMPUS CHARTER SCHOOL M BUILDING



- CARPET
- CONCR, CONCR, FLOOR
- VCT VINYLE COMP. TILE
- LVT LUXURY TILE
- MATTED RUBBER FLOOR
- C. TILE CONC. TILE



REVISIONS	BY

LICENSE NO.

SEAL

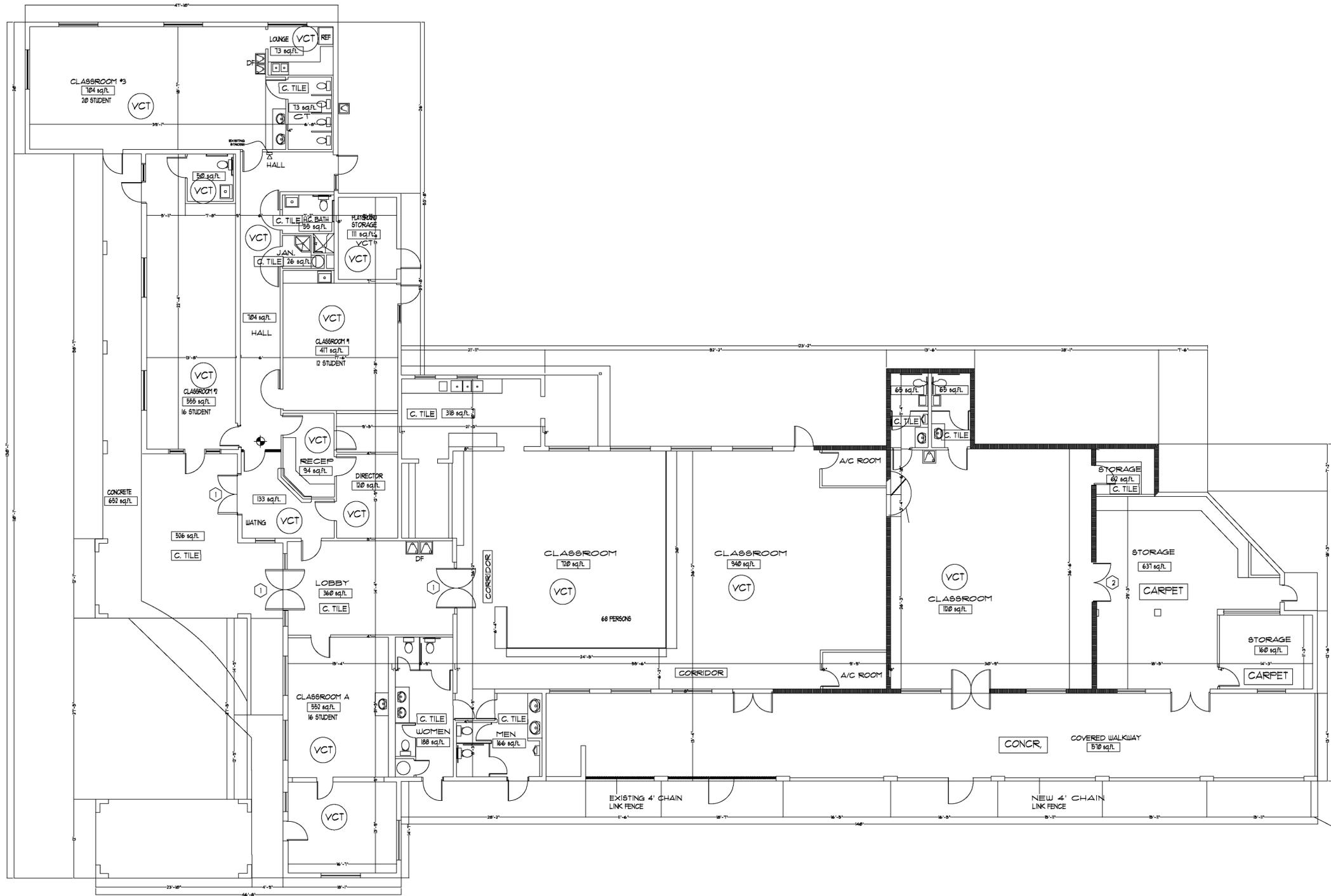
PROJECT

SCALE:
AS NOTE
DATE:

DRAWN BY:
A. NUNEZ

DRAWING NO.

EAST CAMPUS CHARTER SCHOOL L-BUILDING



CARPET

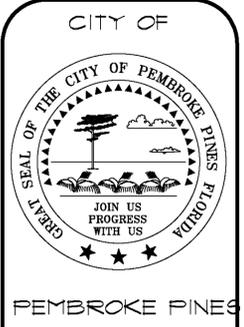
CONCR, CONCR, FLOOR

VCT VINYLE COMP. TILE

LVT LUXURY TILE

MATTED RUBBER FLOOR

C. TILE CONC. TILE



REVISIONS	BY

LICENSE NO.

SEAL

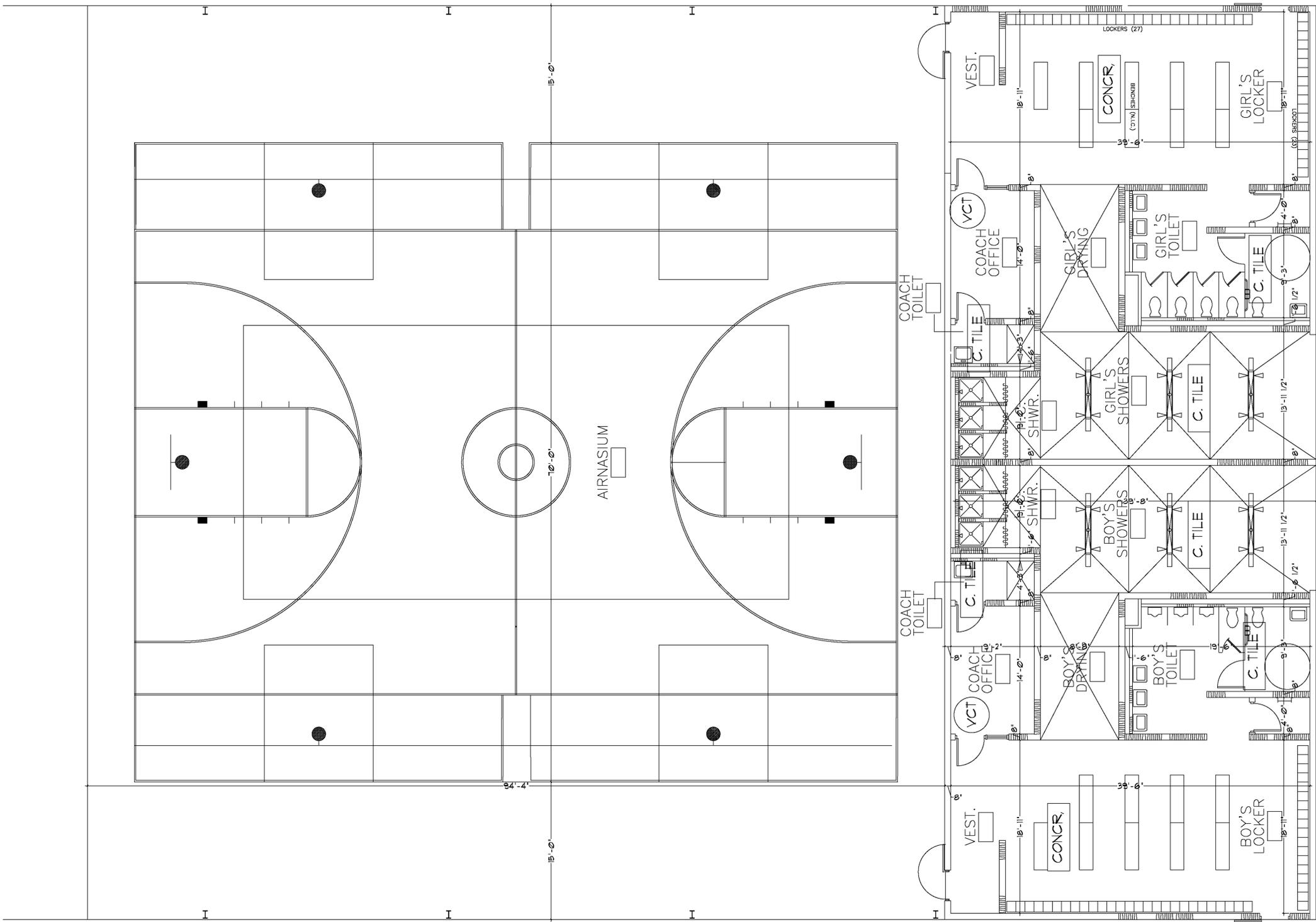
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SCALE:
AS NOTE
DATE:

DRAWN BY:
A. NUNEZ

DRAWING NO.

VILLAGE COMMUNITY SCHOOL



CARPET

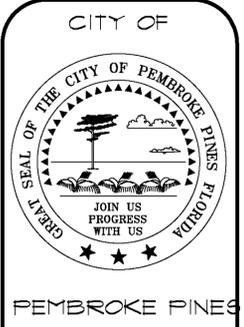
CONCR, CONCR, FLOOR

VCT VINYLE COMP. TILE

LVT LUXURY TILE

MATTED RUBBER FLOOR

C. TILE CONCR. TILE



REVISIONS	BY

LICENSE NO.

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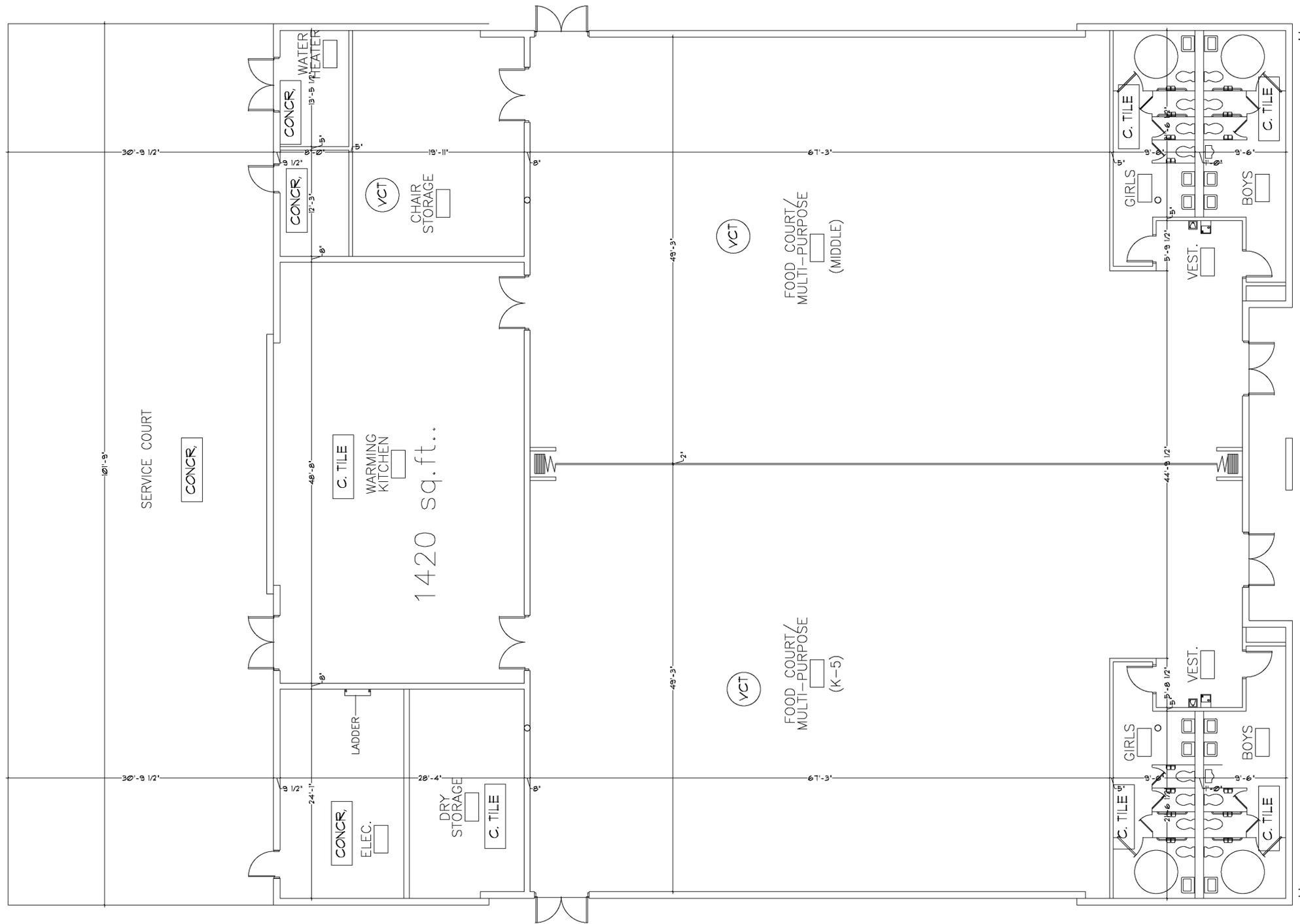
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SCALE:
AS NOTE
DATE:

DRAWN BY:
A. NUNEZ

DRAWING NO.

CENTRAL CAMPUS SCHOOL—GYMN. AND LOCKERS. BLDG.



CARPET

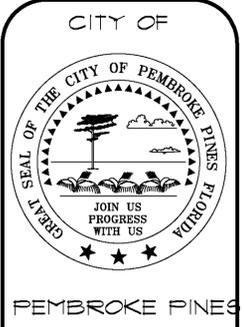
CONCR, CONCR, FLOOR

VCT VINYLE COMP. TILE

LVT LUXURY TILE

MATTED RUBBER FLOOR

C. TILE CONCR. TILE



REVISIONS	BY

LICENSE NO.

SEAL

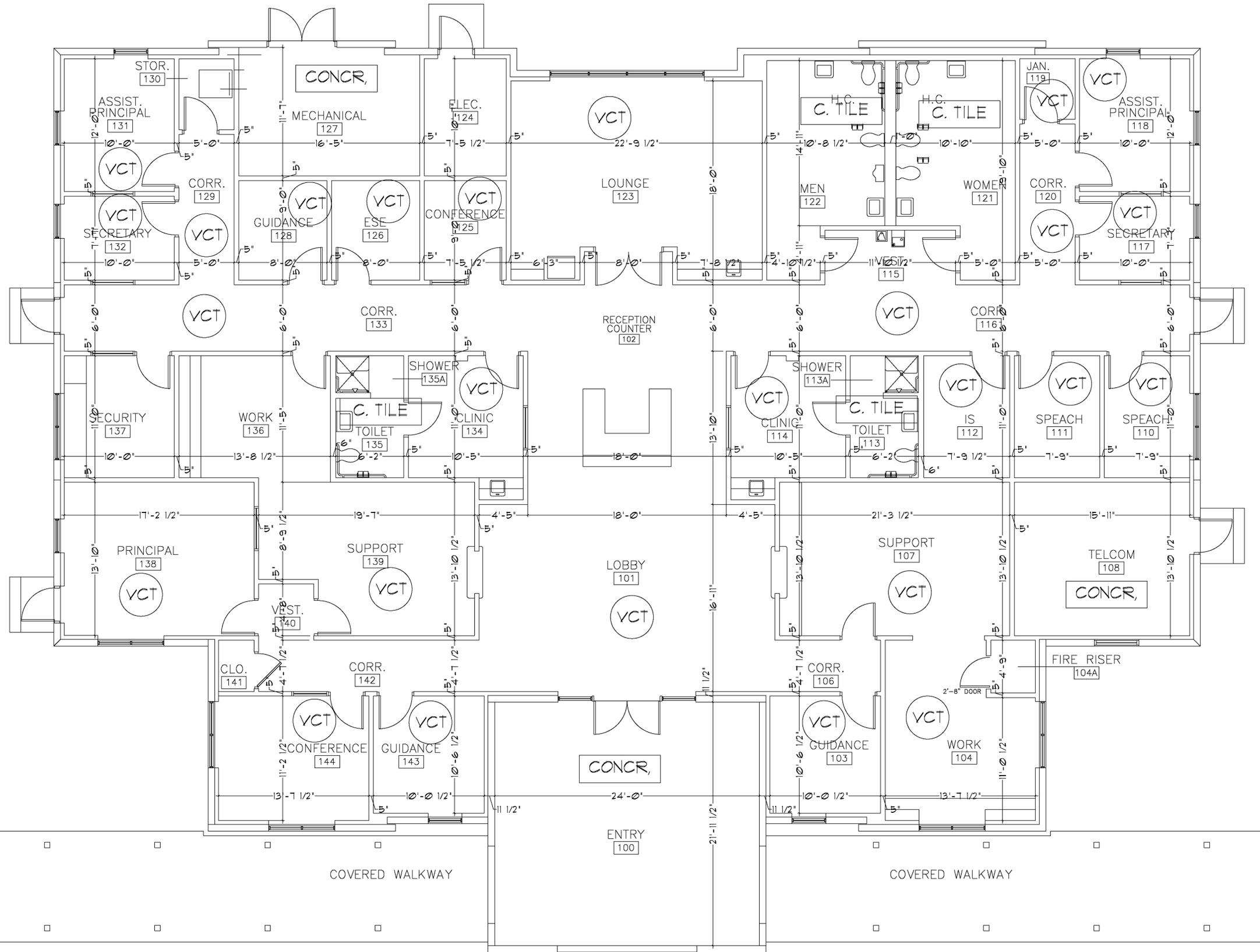
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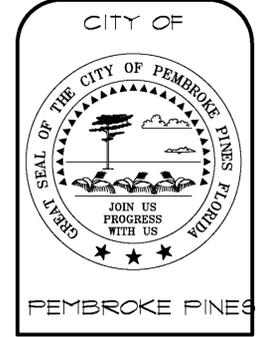
DRAWN BY:
A. NUNEZ

DRAWING NO.

CENTRAL CAMPUS SCHOOL FOOD COURT. BLDG.



- CARPET
- CONCR, CONCR, FLOOR
- VCT VINYLE COMP. TILE
- LVT LUXURY TILE
- MATTED RUBBER FLOOR
- C. TILE CONC. TILE



REVISIONS	BY

LICENSE NO.

SEAL

PROJECT

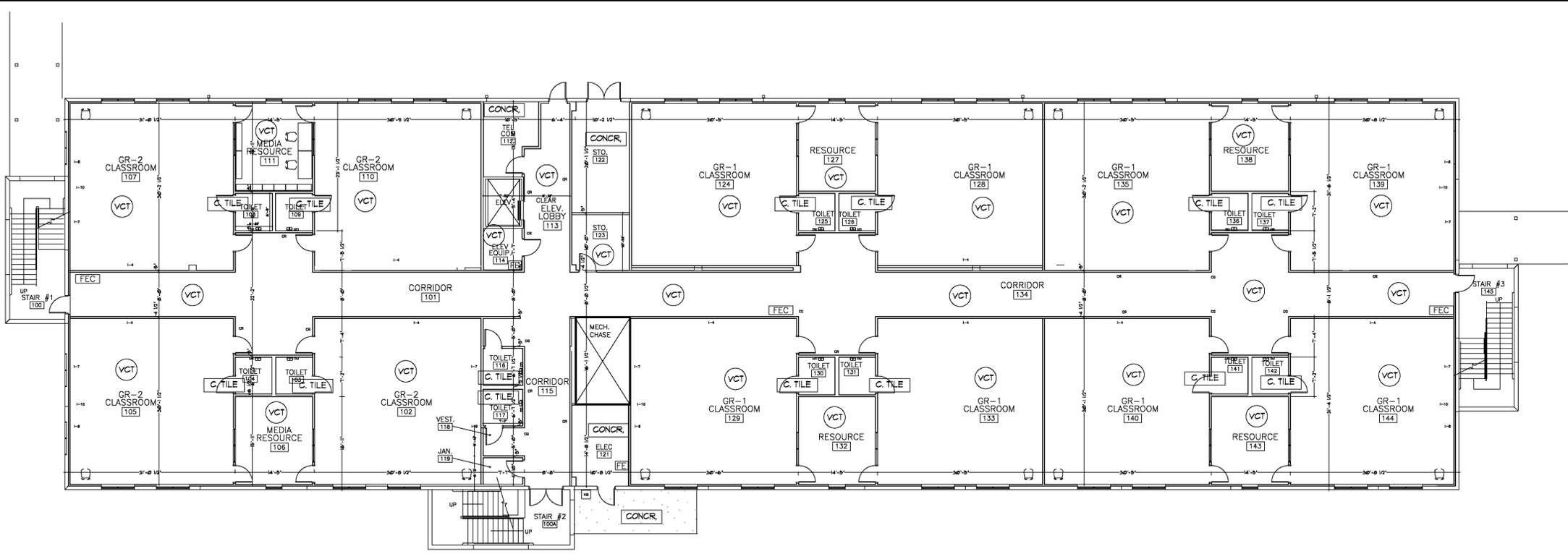
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DATE:

DRAWN BY:
A. NUNEZ

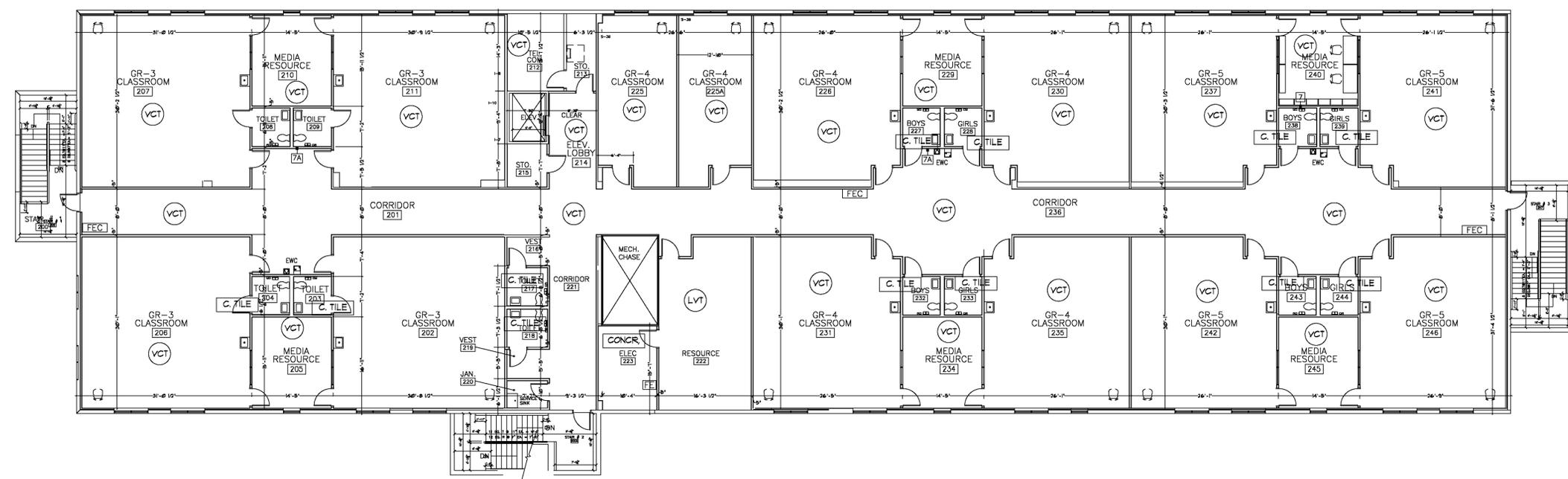
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CENTRAL CAMPUS SCHOOL ADMINIST. BLDG.



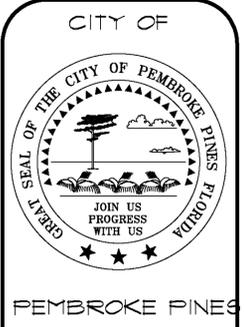
1ST FLOOR

- CARPET
- CONCR, CONCR, FLOOR
- VCT VINYLE COMP. TILE
- LVT LUXURY TILE
- MATTED RUBBER FLOOR
- C. TILE CONC. TILE



2ND FLOOR

CENTRAL CAMPUS SCHOOL ELEMENT. BUILDING



REVISIONS	BY

LICENSE NO.

SEAL

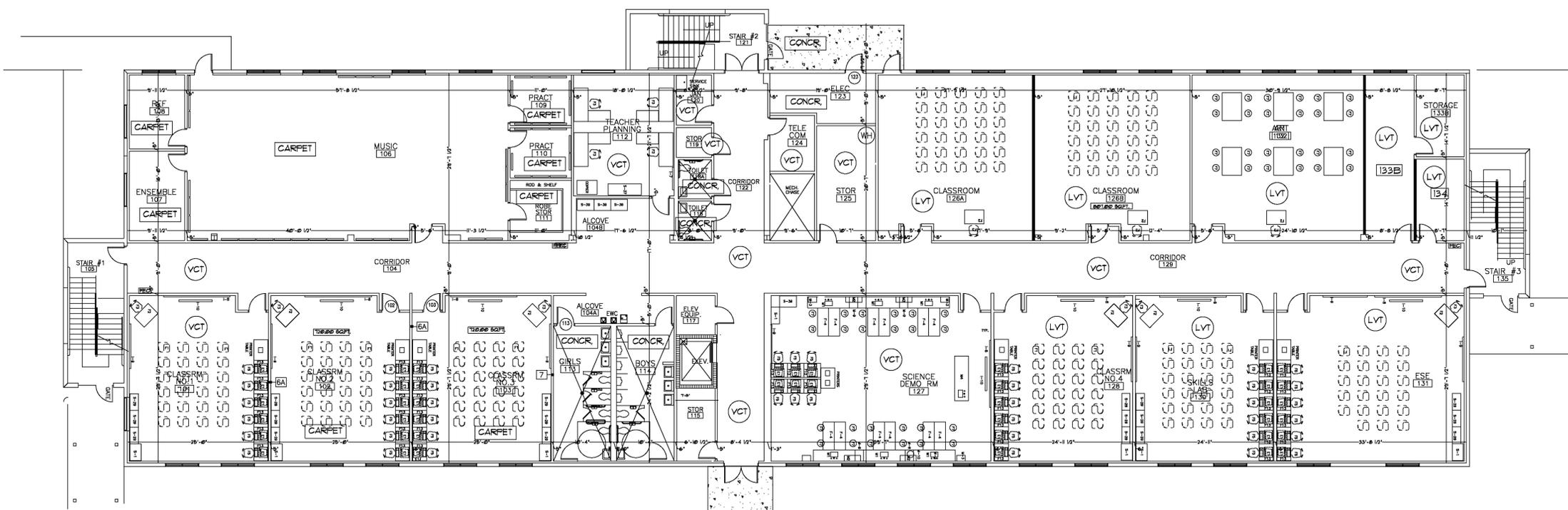
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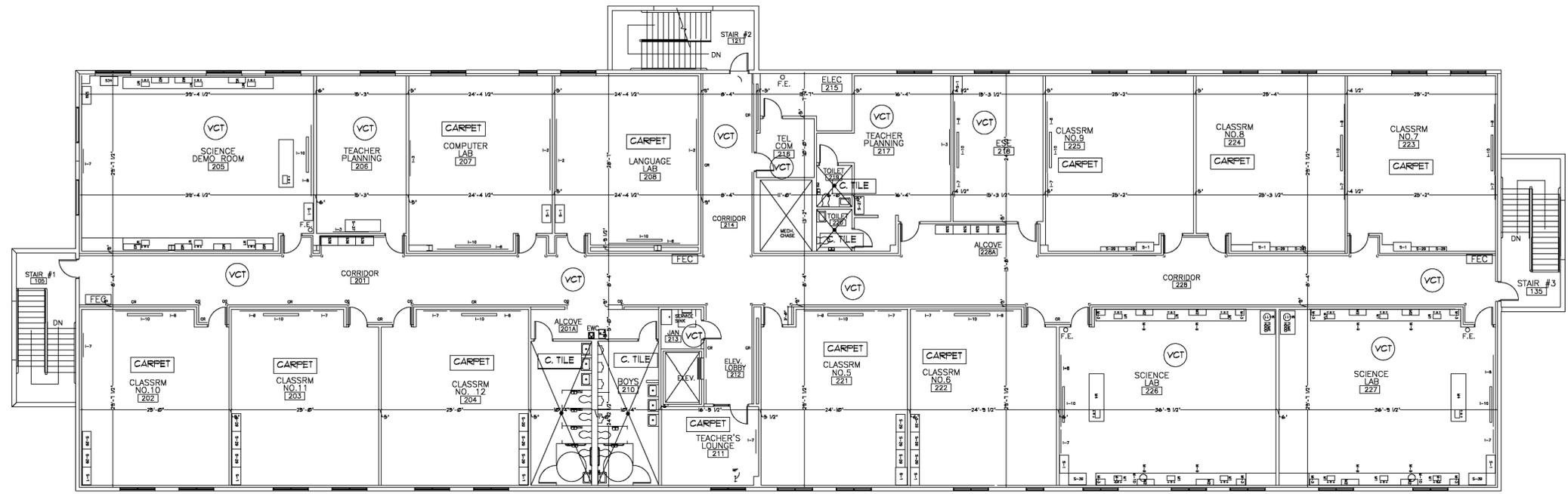
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DRAWING NO.



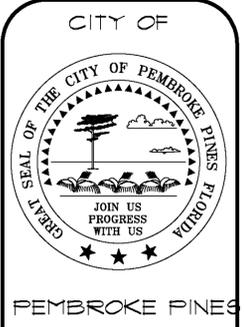
1ST FLOOR

- CARPET
- CONCR, CONCR, FLOOR
- VCT VINYLE COMP. TILE
- LVT LUXURY TILE
- MATTED RUBBER FLOOR
- C. TILE CONCR. TILE



2ND FLOOR

CENTRAL CAMPUS SCHOOL MIDDLE BUILDING



REVISIONS	BY

LICENSE NO.

SEAL

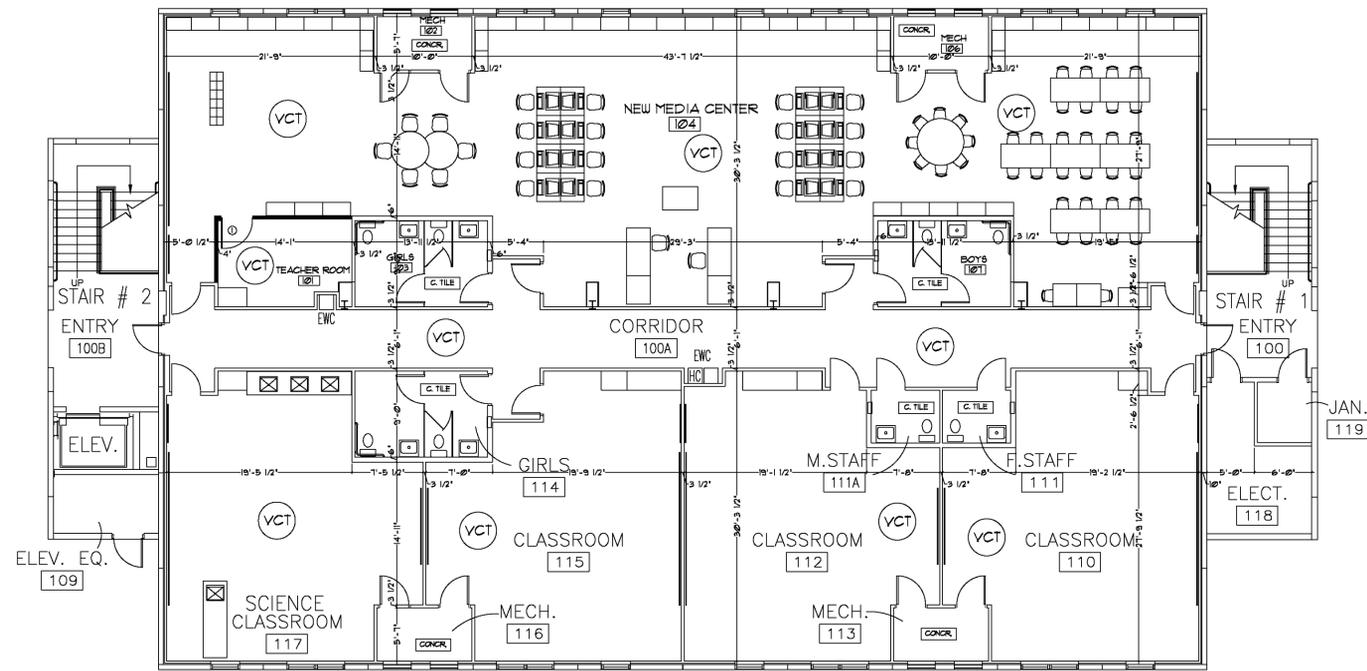
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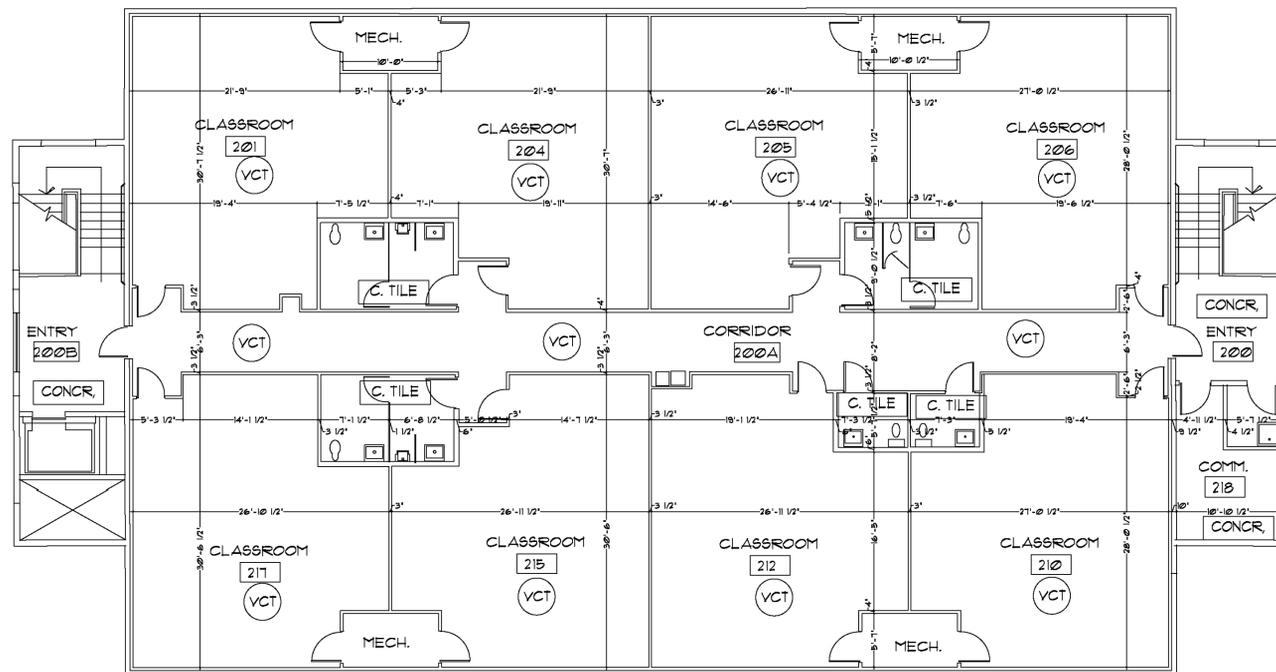
DATE:

DRAWN BY: A. NUNEZ

DRAWING NO. -----



1ST FLOOR



2ND FLOOR

CARPET

CONCR, CONCR, FLOOR

VCT VINYLE COMP. TILE

LVT LUXURY TILE

MATTED RUBBER FLOOR

C. TILE CONCR. TILE



REVISIONS	BY

LICENSE NO.

SEAL

PROJECT

SCALE:
AS NOTE
DATE:

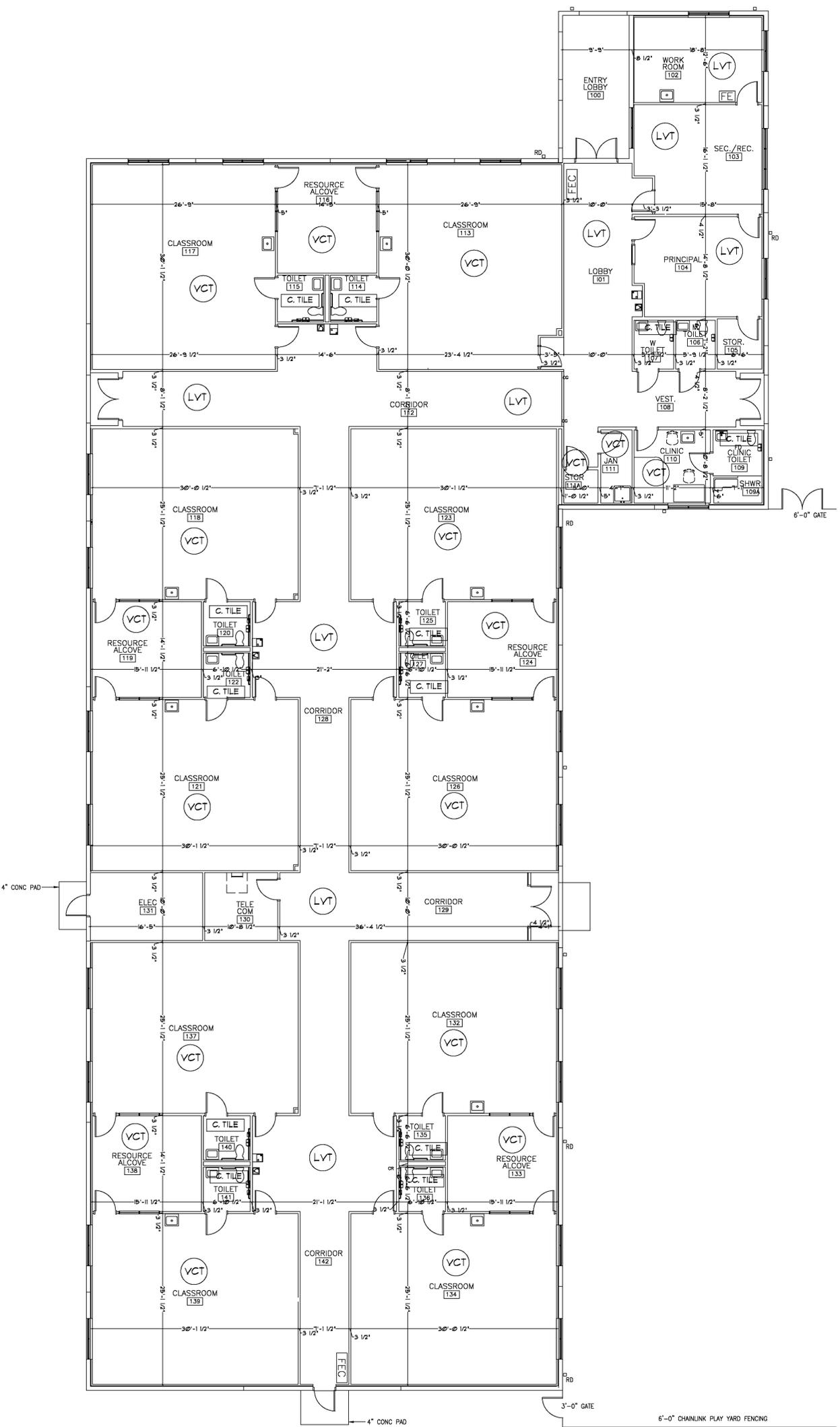
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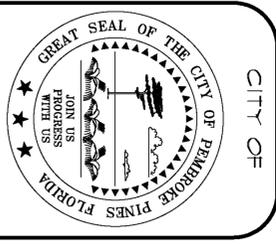
CENTRAL CAMPUS SCHOOL Y BLDG

CENTRAL CAMPUS SCHOOL

PRE-K BLDG.



- CARPET
- CONCR. FLOOR
- VCT
- VINYL COMP. TILE
- LVT
- LUXURY TILE
- MATTED RUBBER FLOOR
- C. TILE
- CONC. TILE



CITY OF
PEMBROKE PINES

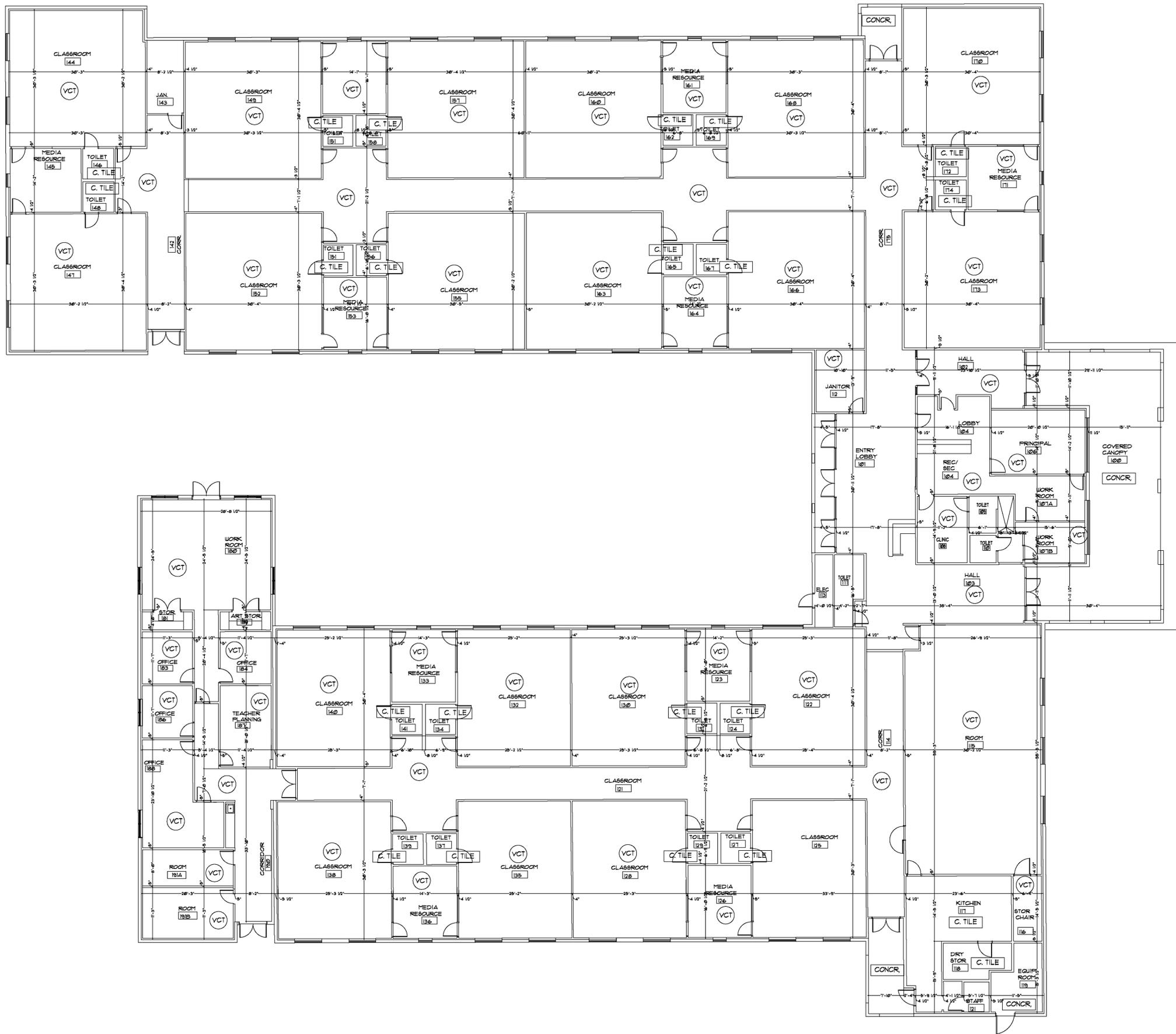
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LICENSE NO.

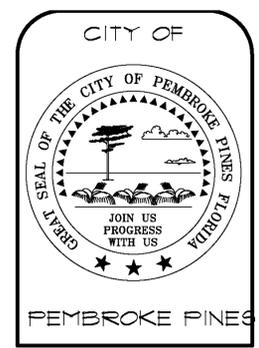
SEAL

PROJECT

SCALE:
AS NOTE
DATE:
DRAWN BY:
A. NUNEZ
DRAWING NO.



- CARPET
- CONCR, CONCR, FLOOR
- VCT VINYLE COMP. TILE
- LVT LUXURY TILE
- MATTED RUBBER FLOOR
- C. TILE CONCR. TILE



REVISIONS	BY

LICENSE NO.

SEAL

PROJECT

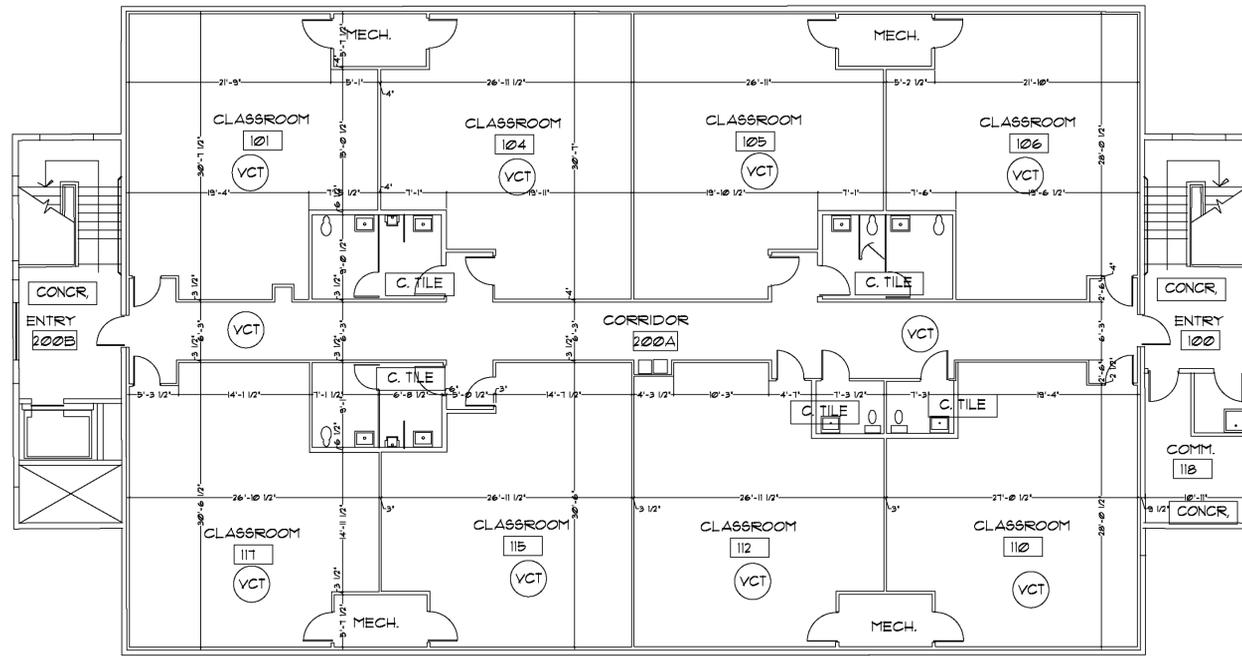
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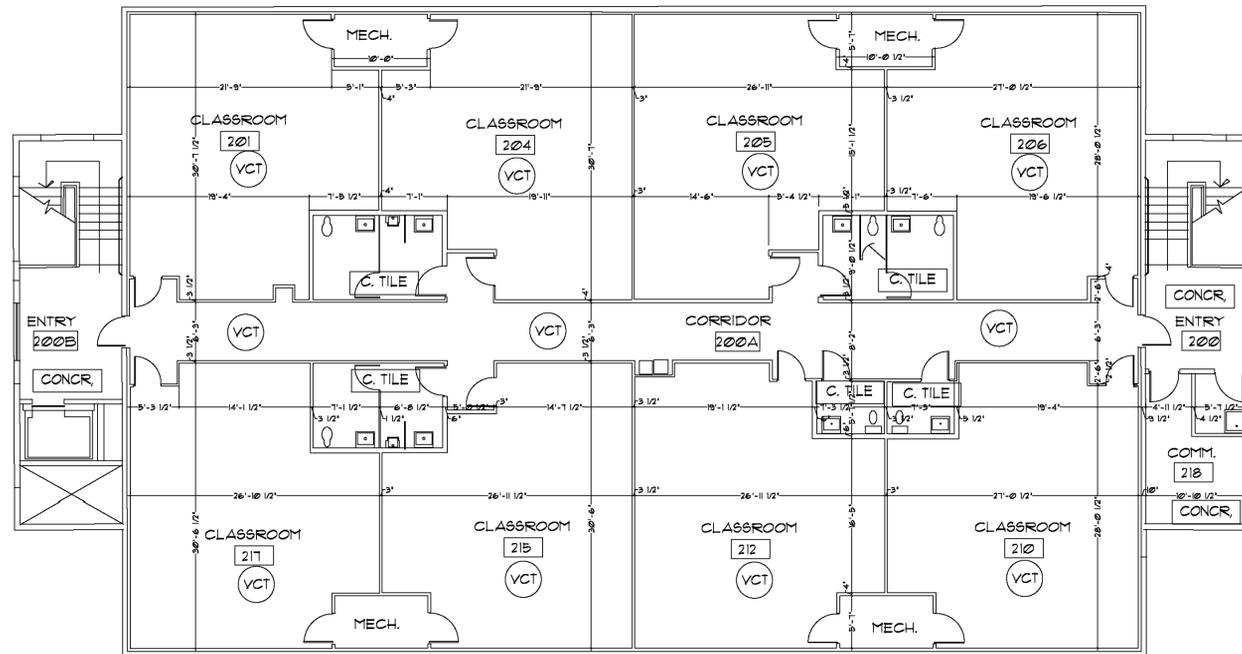
DRAWN BY:
A. NUNEZ

DRAWING NO.

WEST CAMPUS SCHOOL ELEMENTARY



1ST FLOOR



2ND FLOOR

CARPET

CONCR, CONCR, FLOOR

VCT VINYLE COMP. TILE

LVT LUXURY TILE

MATTED RUBBER FLOOR

C. TILE CONCR. TILE



REVISIONS	BY

LICENSE NO.

SEAL

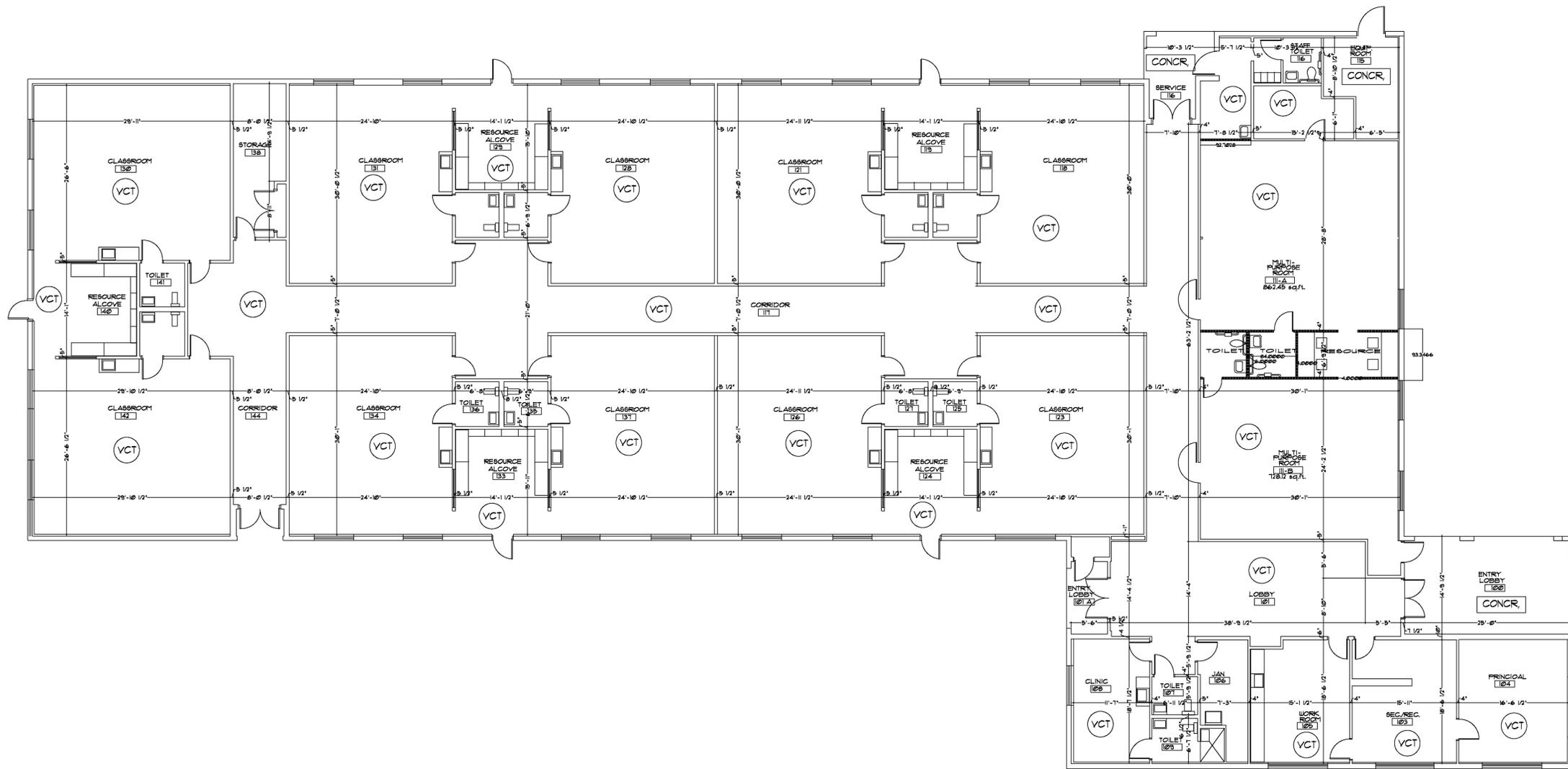
PROJECT

SCALE:
AS NOTE
DATE:

DRAWN BY:
A. NUNEZ

DRAWING NO.

WEST CAMPUS SCHOOL I BLDG



CARPET

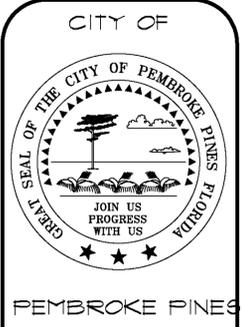
CONCR, CONCR, FLOOR

VCT VINYLE COMP. TILE

LVT LUXURY TILE

MATTED RUBBER FLOOR

C. TILE CONCR. TILE



REVISIONS	BY

LICENSE NO.

SEAL

PROJECT

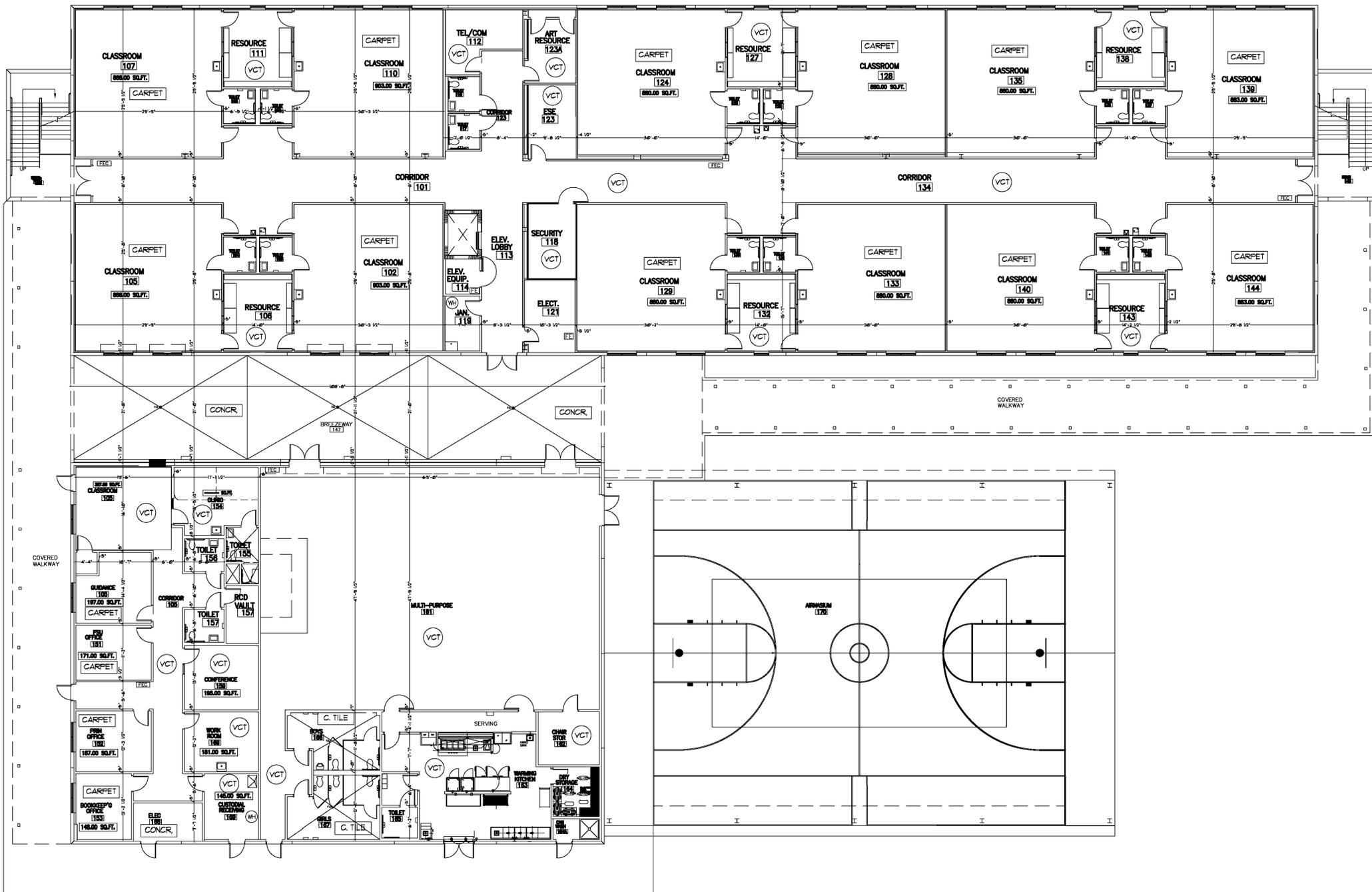
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DRAWING NO.

WEST CAMPUS SCHOOL

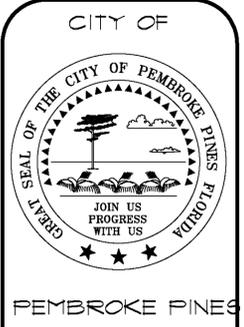
PRE-K BLDG



- CARPET
- CONCR, CONCR, FLOOR
- VCT VINYLE COMP. TILE
- LVT LUXURY TILE
- MATTED RUBBER FLOOR
- C. TILE CONC. TILE

1ST FLOOR

PEMB. SHORES SCHOOL ELEMENTARY



REVISIONS	BY

LICENSE NO.

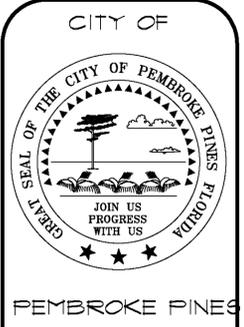
SEAL

PROJECT

SCALE:
AS NOTE
DATE:

DRAWN BY:
A. NUNEZ

DRAWING NO.



REVISIONS	BY

LICENSE NO.

SEAL

PROJECT

SCALE:
AS NOTE

DATE:

DRAWN BY:
A. NUNEZ

DRAWING NO.

CARPET

CONCR,

CONCR, FLOOR

VCT

VINYLE COMP. TILE

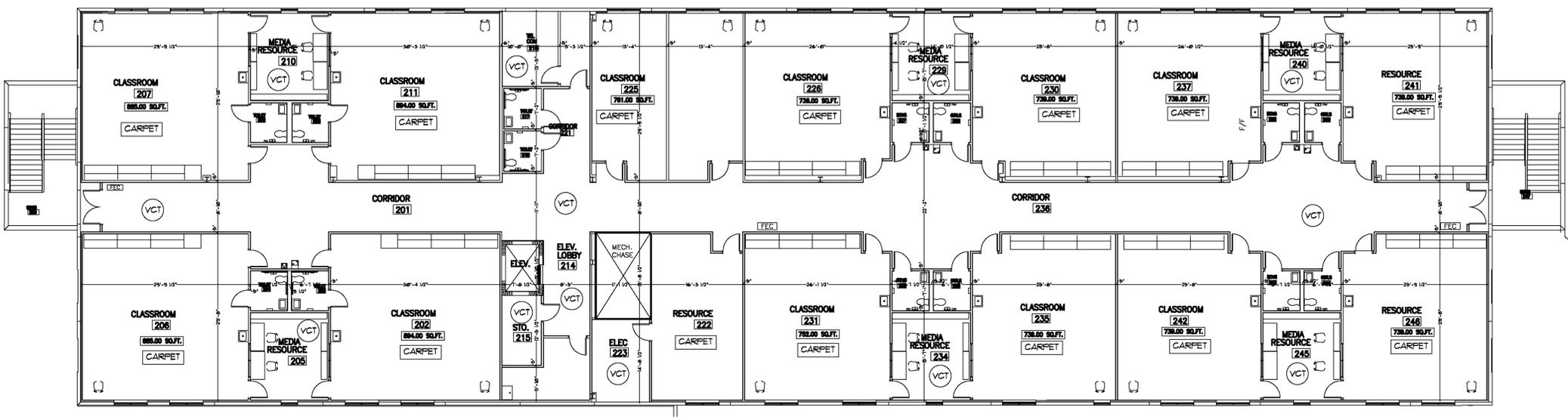
LVT

LUXURY TILE

MATTED RUBBER FLOOR

C. TILE

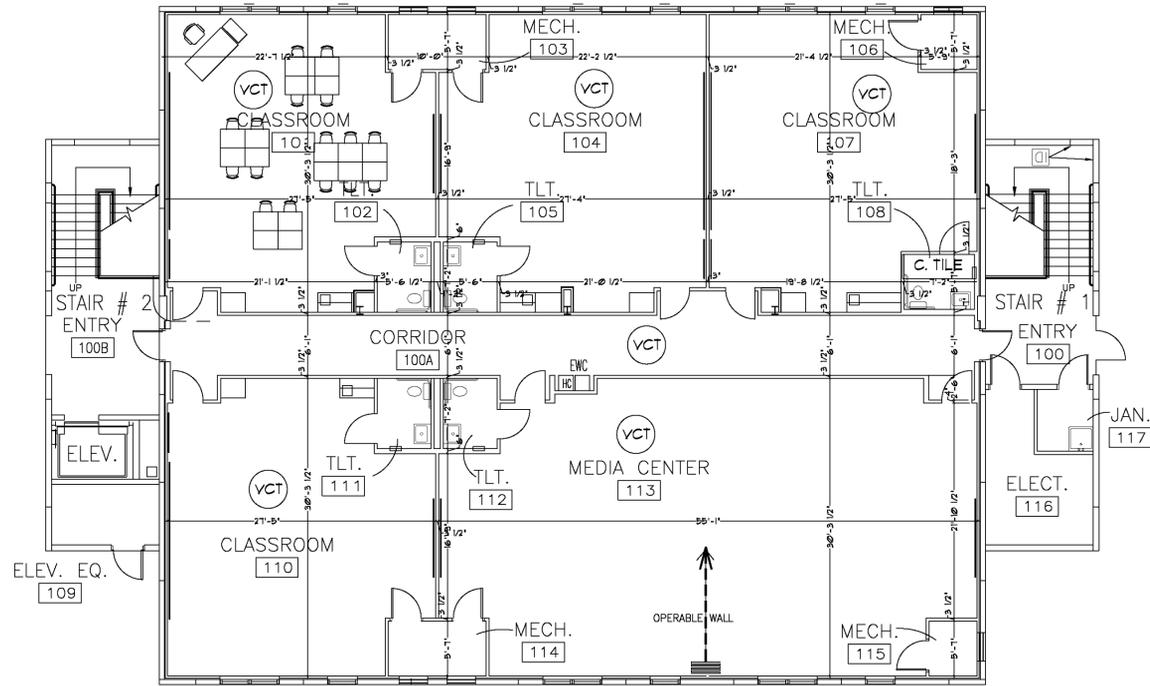
CONC. TILE



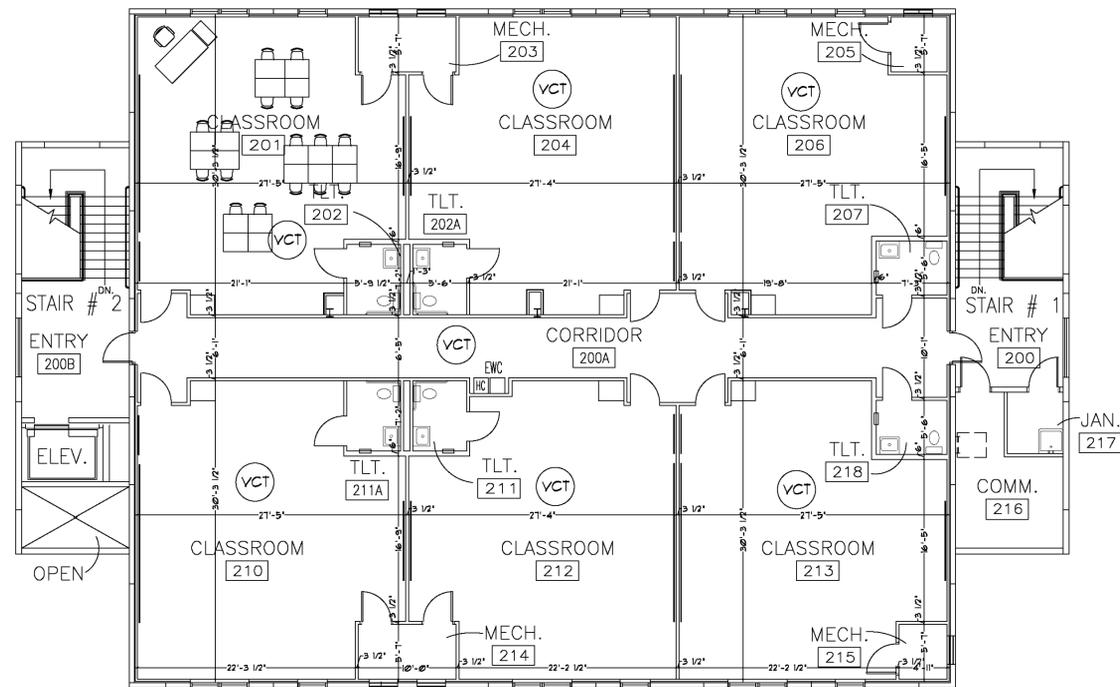
2ND FLOOR

PEMB. SHORES SCHOOL

ELEMENTARY



1ST FLOOR



2ND FLOOR

PEMB. SHORES SCHOOL

C-BLDG

CARPET

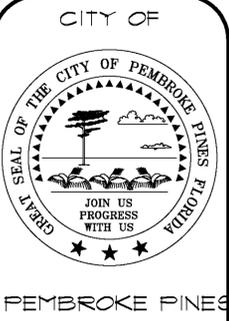
CONCR, CONCR, FLOOR

VCT VINYLE COMP. TILE

LVT LUXURY TILE

MATTED RUBBER FLOOR

C. TILE CONCR. TILE



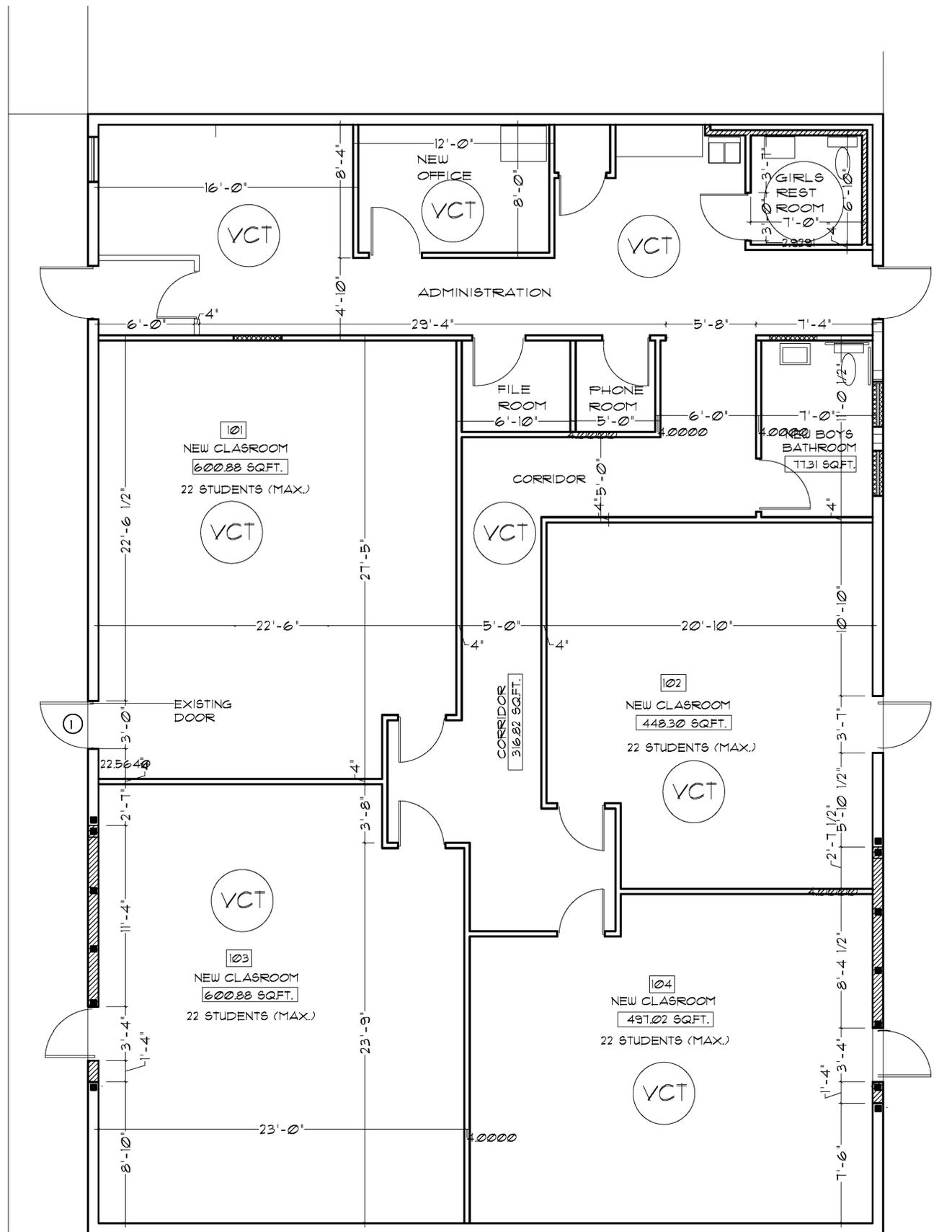
REVISIONS	BY

LICENSE NO.

SEAL

PROJECT

SCALE:
AS NOTE
DATE:
DRAWN BY:
A. NUNEZ
DRAWING NO.



CARPET

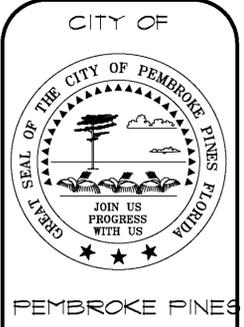
CONCR, FLOOR

VCT VINYLE COMP. TILE

LVT LUXURY TILE

MATTED RUBBER FLOOR

C. TILE CONC. TILE



REVISIONS	BY

LICENSE NO.

SEAL

PROJECT

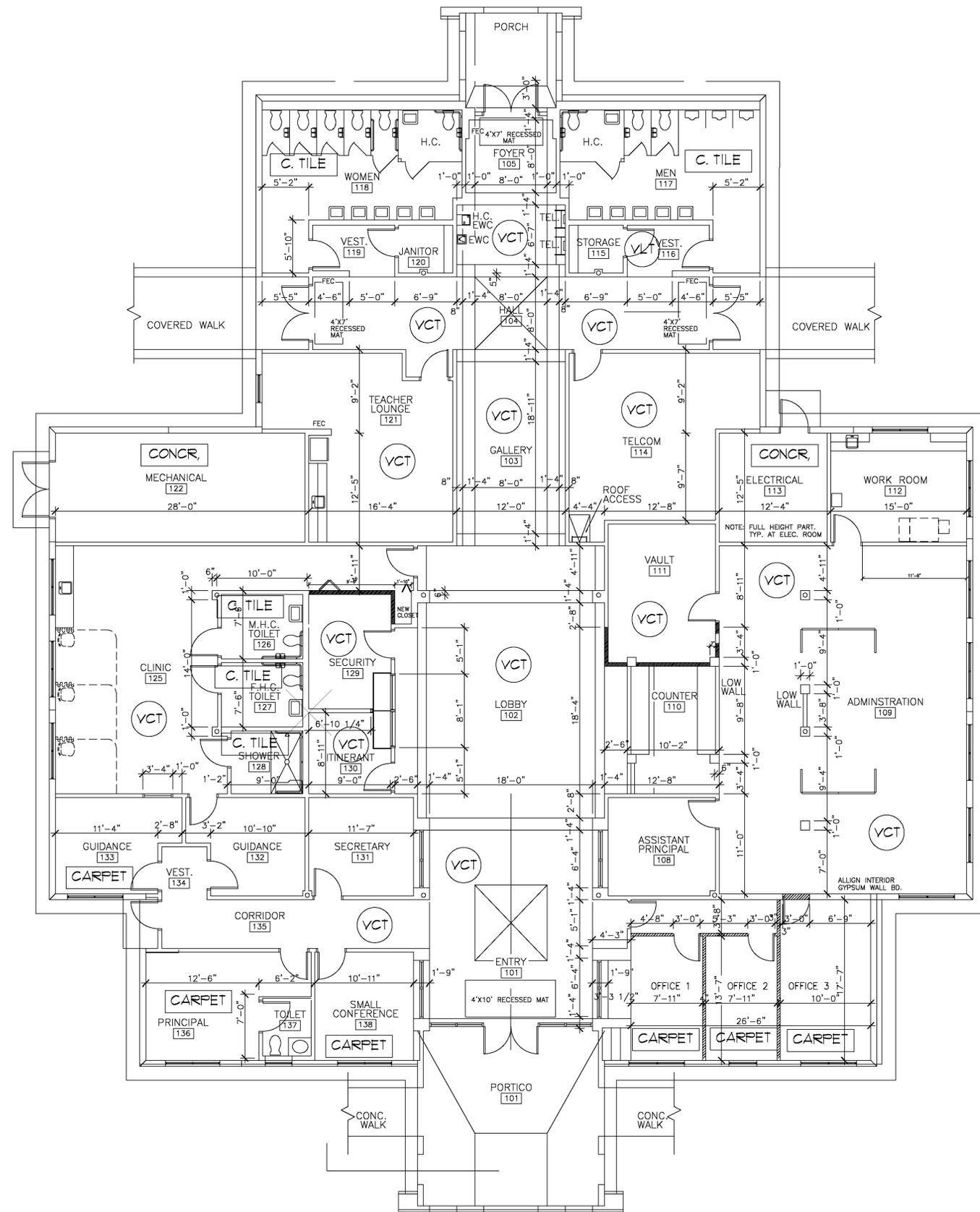
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DATE:

DRAWN BY:
A. NUNEZ

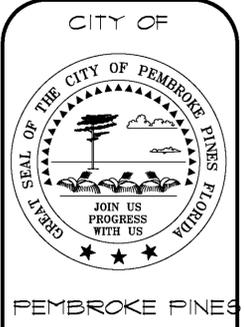
DRAWING NO.

PEMB. SHORES SCHOOL

ESE-BLDG



- CARPET
- CONCR, CONCR, FLOOR
- VCT VINYLE COMP. TILE
- LVT LUXURY TILE
- MATTED RUBBER FLOOR
- C. TILE CONCR. TILE



REVISIONS	BY

LICENSE NO.

SEAL

PROJECT

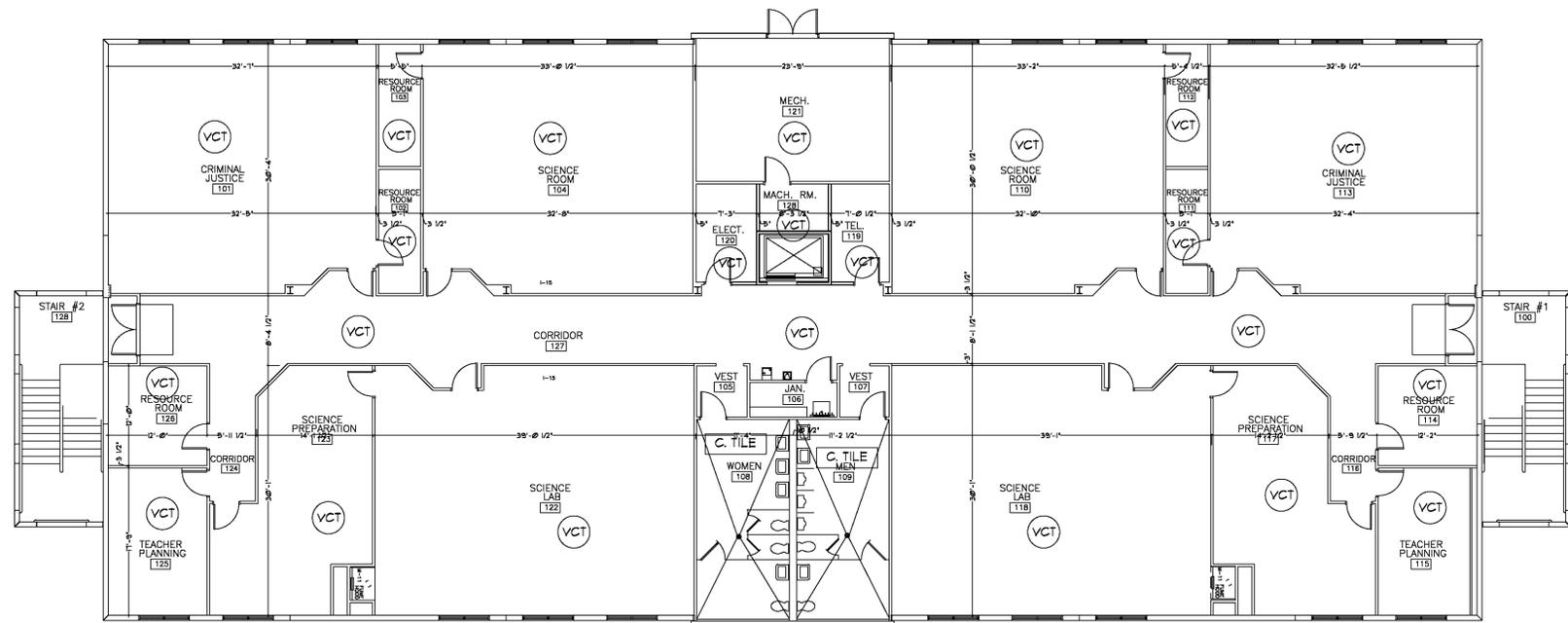
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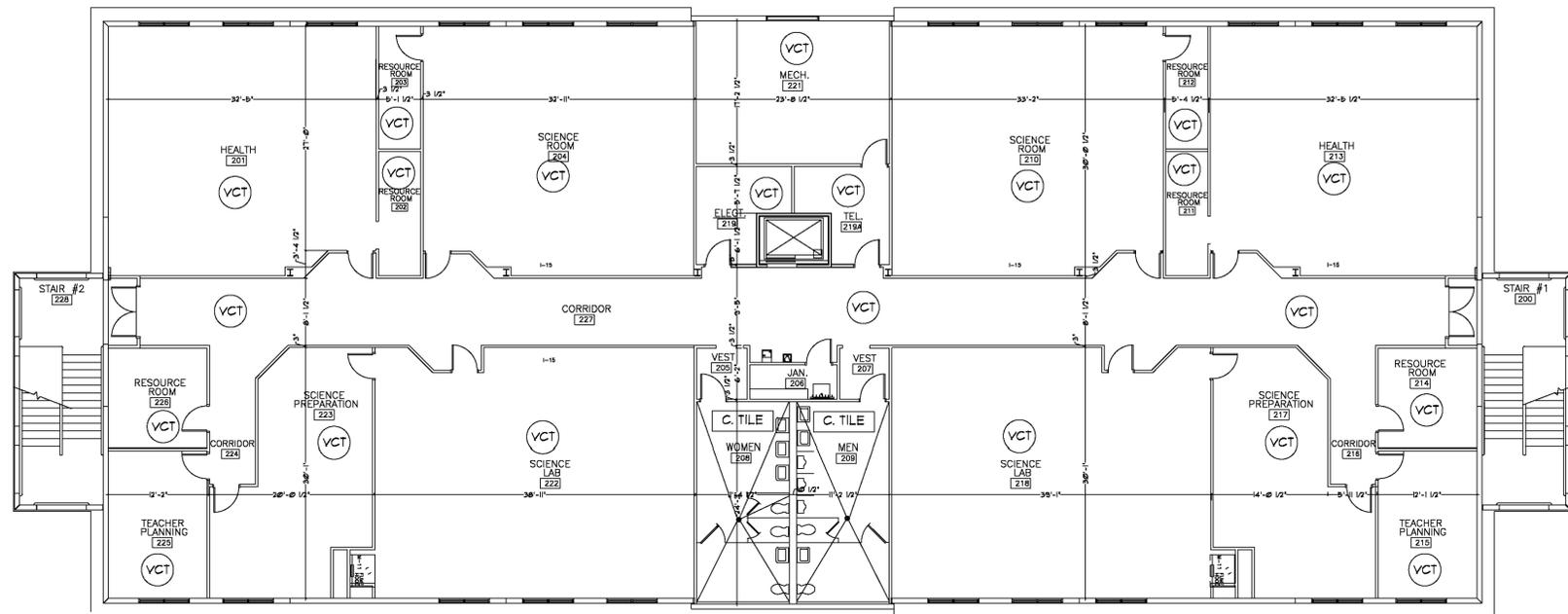
DRAWN BY:
A. NUNEZ

DRAWING NO.

ACADEMIC VILLAGE ADMINIST.



1ST FLOOR

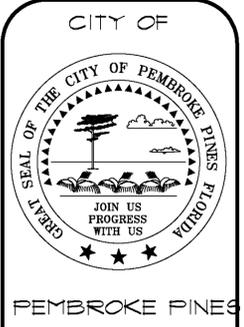


2ND FLOOR

ACADEMIC VILLAGE

S-BLDG

- CARPET
- CONCR, CONCR, FLOOR
- VCT VINYLE COMP. TILE
- LVT LUXURY TILE
- MATTED RUBBER FLOOR
- C. TILE CONC. TILE



REVISIONS	BY

LICENSE NO.

SEAL

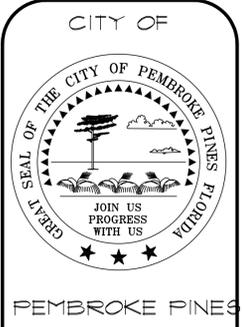
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SCALE:
AS NOTE

DATE:

DRAWN BY:
A. NUNEZ

DRAWING NO.



REVISIONS	BY

LICENSE NO.

SEAL

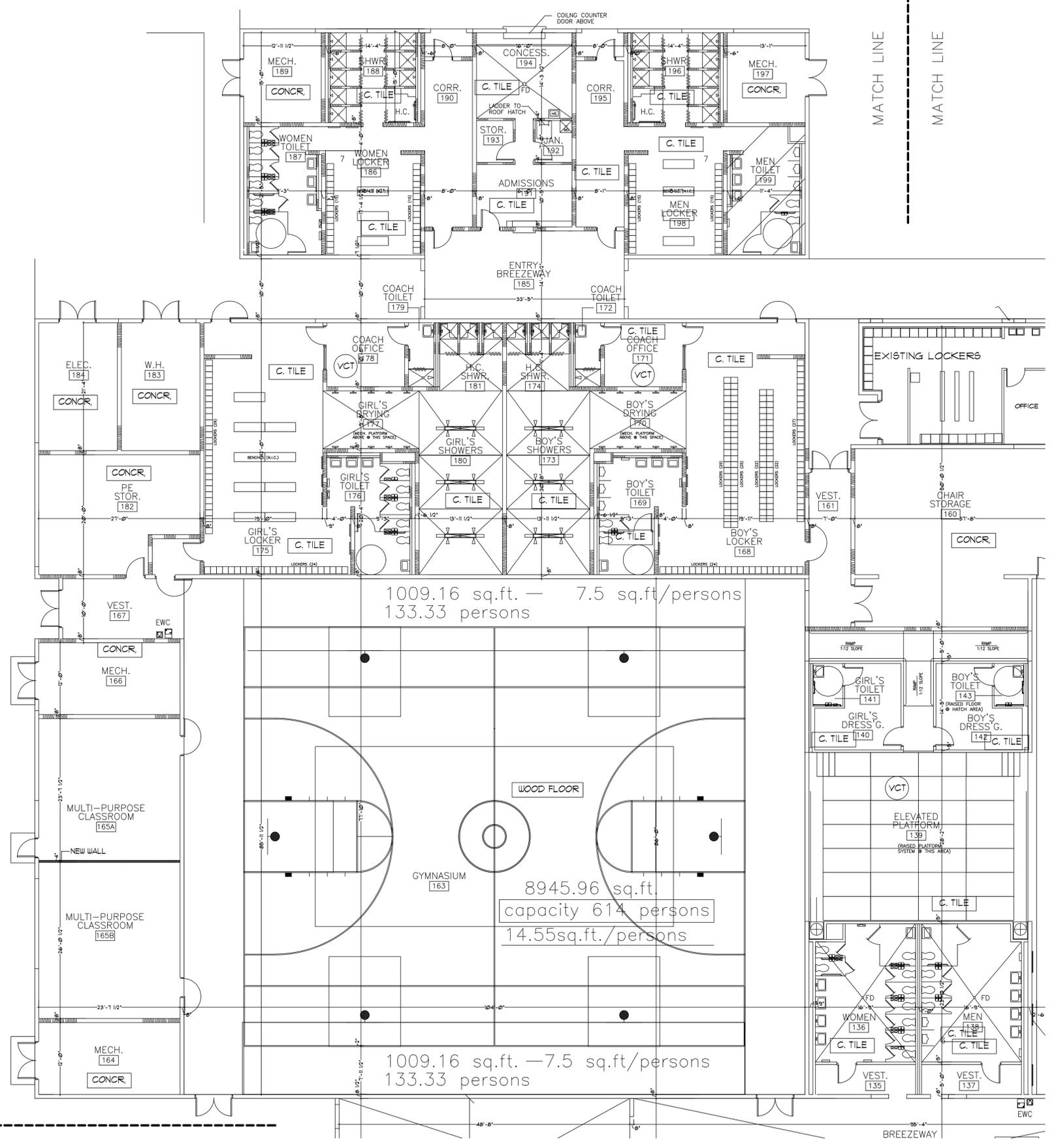
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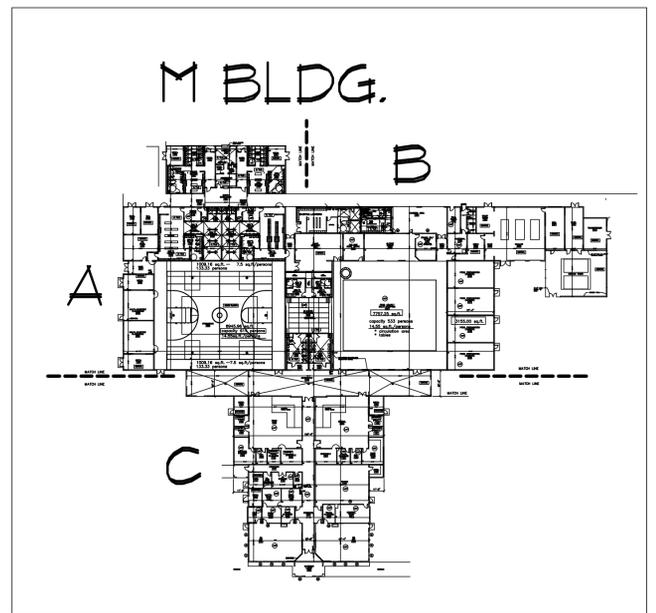
DATE:

DRAWN BY:
A. NUNEZ

DRAWING NO.



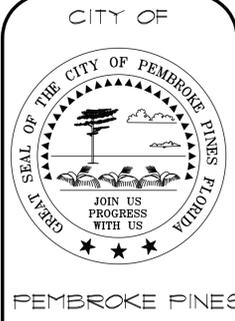
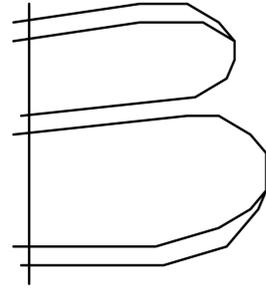
- CARPET
- CONCR, CONCR, FLOOR
- VCT VINYLE COMP. TILE
- LVT LUXURY TILE
- MATTED RUBBER FLOOR
- C. TILE CONC. TILE



ACADEMIC VILLAGE M-BLDG SECT.A

MATCH LINE

MATCH LINE



CARPET

CONCR, CONCR, FLOOR

VCT VINYLE COMP. TILE

LVT LUXURY TILE

MATTED RUBBER FLOOR

C. TILE CONC. TILE

REVISIONS	BY

LICENSE NO.

SEAL

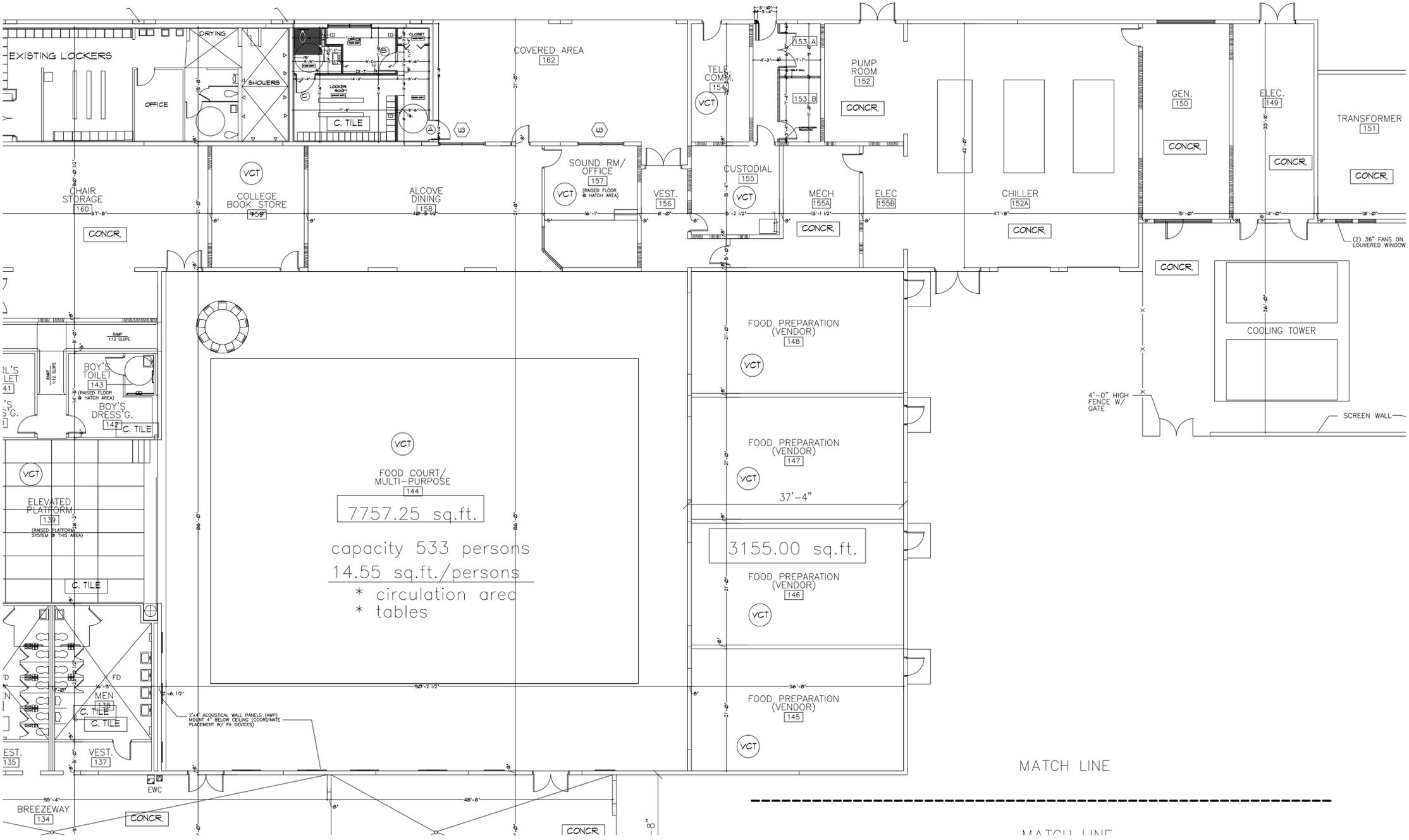
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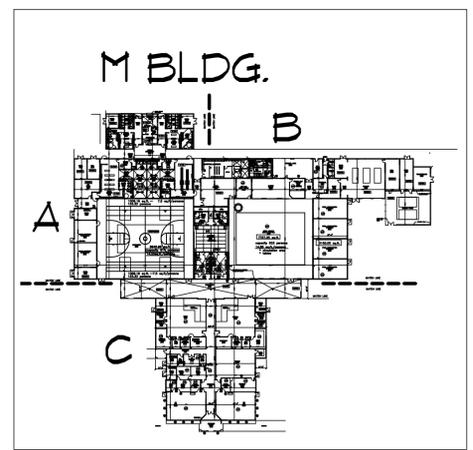
DRAWN BY: A. NUNEZ

DRAWING NO.



MATCH LINE

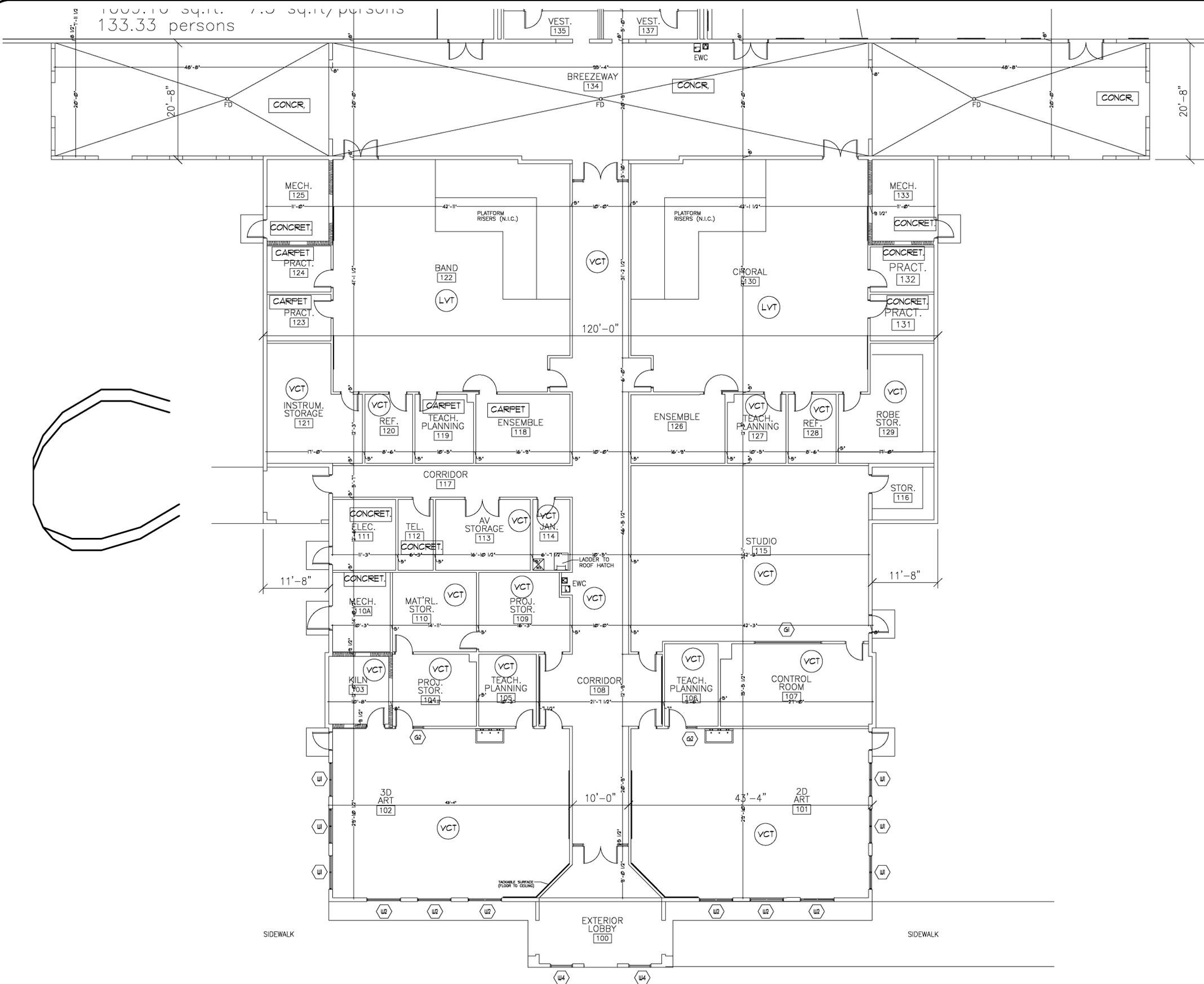
MATCH LINE



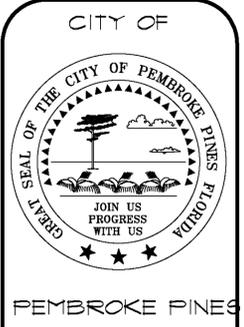
ACADEMIC VILLAGE

M-BLDG SECT. B

1000.10 sq.ft. 7.0 sq.ft./person
133.33 persons



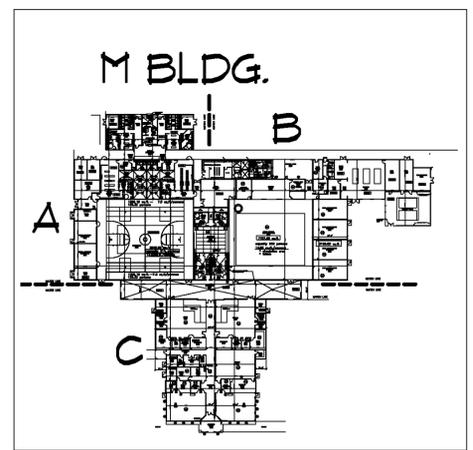
- CARPET
- CONCR, CONCR, FLOOR
- VCT VINYLE COMP. TILE
- LVT LUXURY TILE
- MATTED RUBBER FLOOR
- C. TILE CONC. TILE



REVISIONS	BY

LICENSE NO.

SEAL



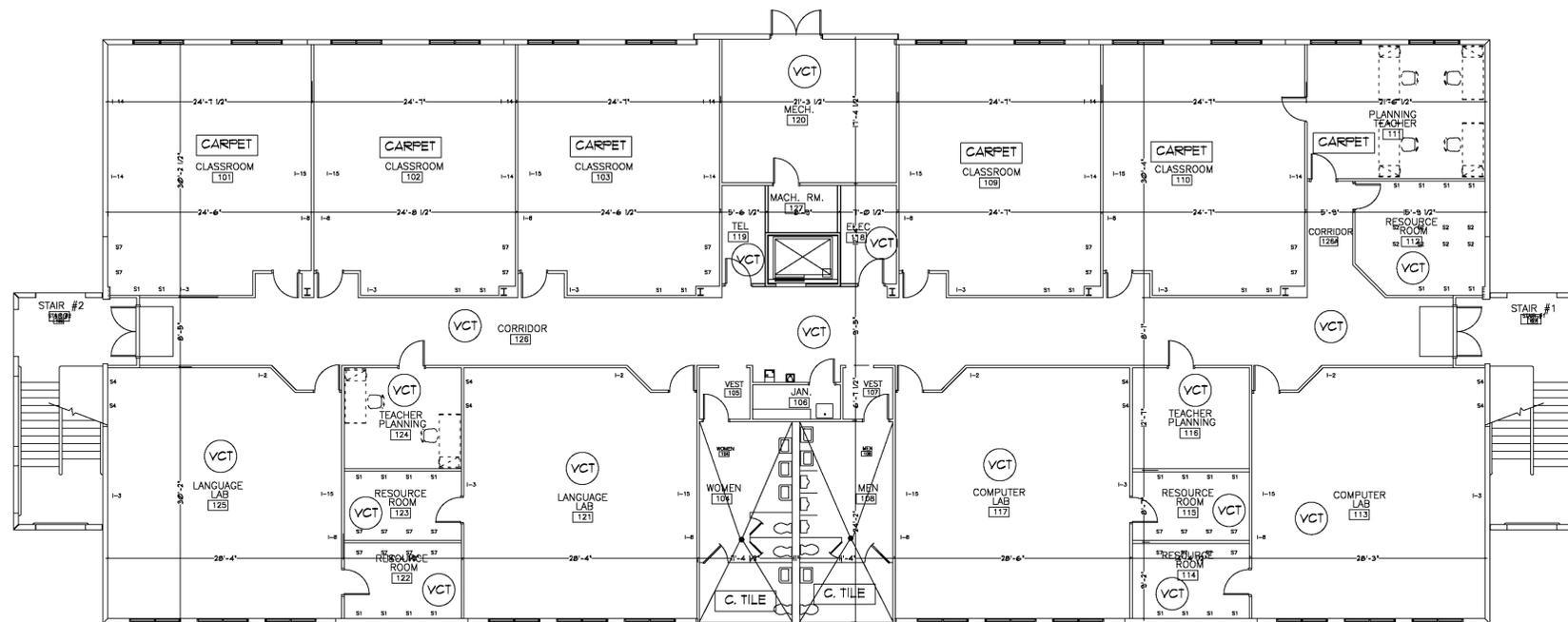
PROJECT

SCALE:
AS NOTE
DATE:

DRAWN BY:
A. NUNEZ

DRAWING NO.

ACADEMIC VILLAGE M-BLDG SECT.C



1ST FLOOR

CARPET

CONCR,

VCT

LVT

MATTED
RUBBER
FLOOR

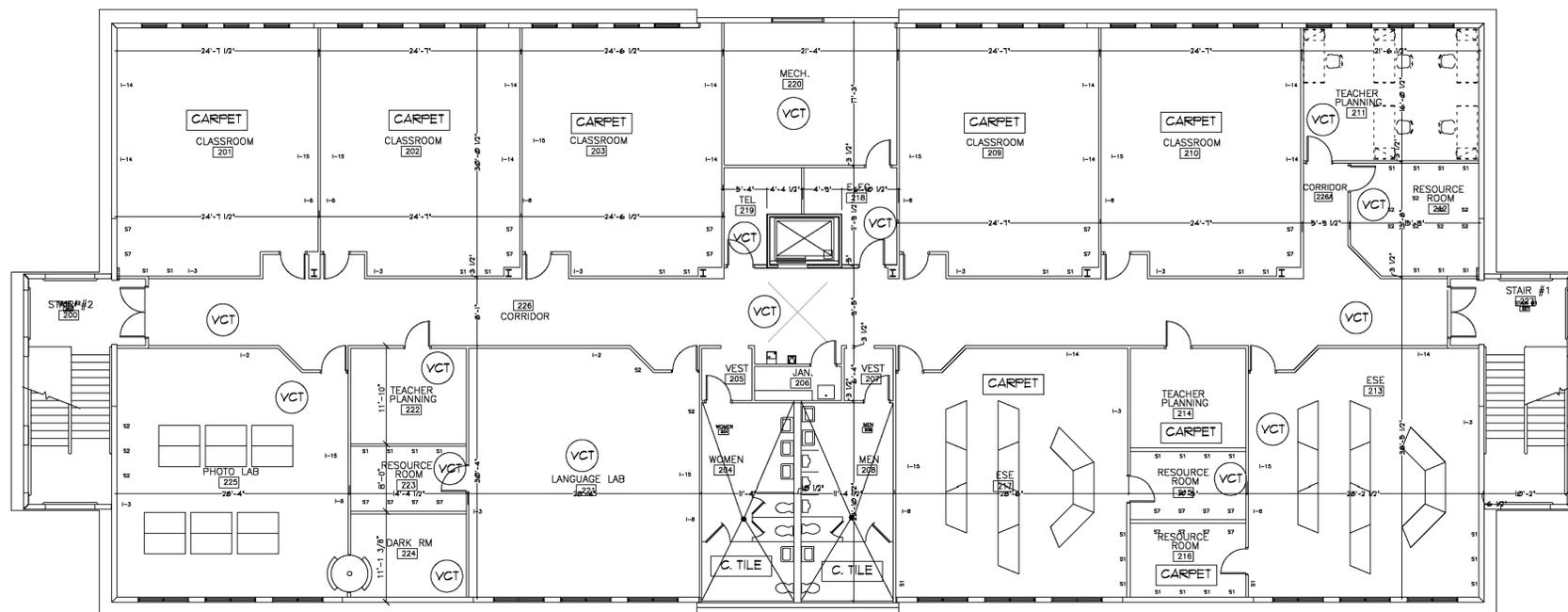
C. TILE

CONCR, FLOOR

VINYLE COMP. TILE

LUXURY TILE

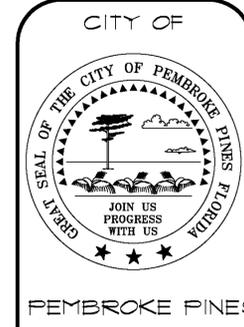
CONC. TILE



2ND FLOOR

ACADEMIC VILLAGE

C-BLDG.



REVISIONS	BY

LICENSE NO.

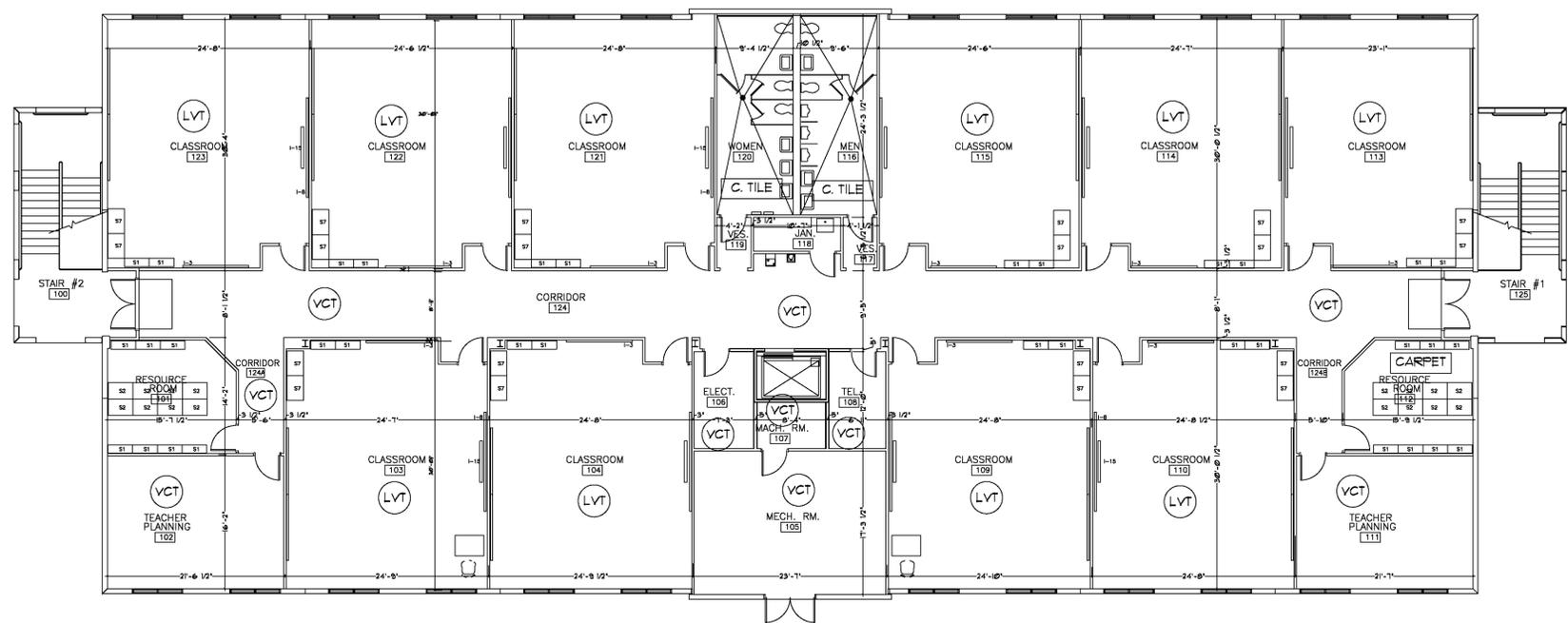
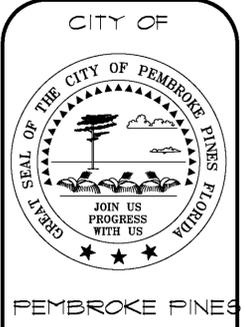
SEAL

PROJECT

SCALE:
AS NOTE
DATE:

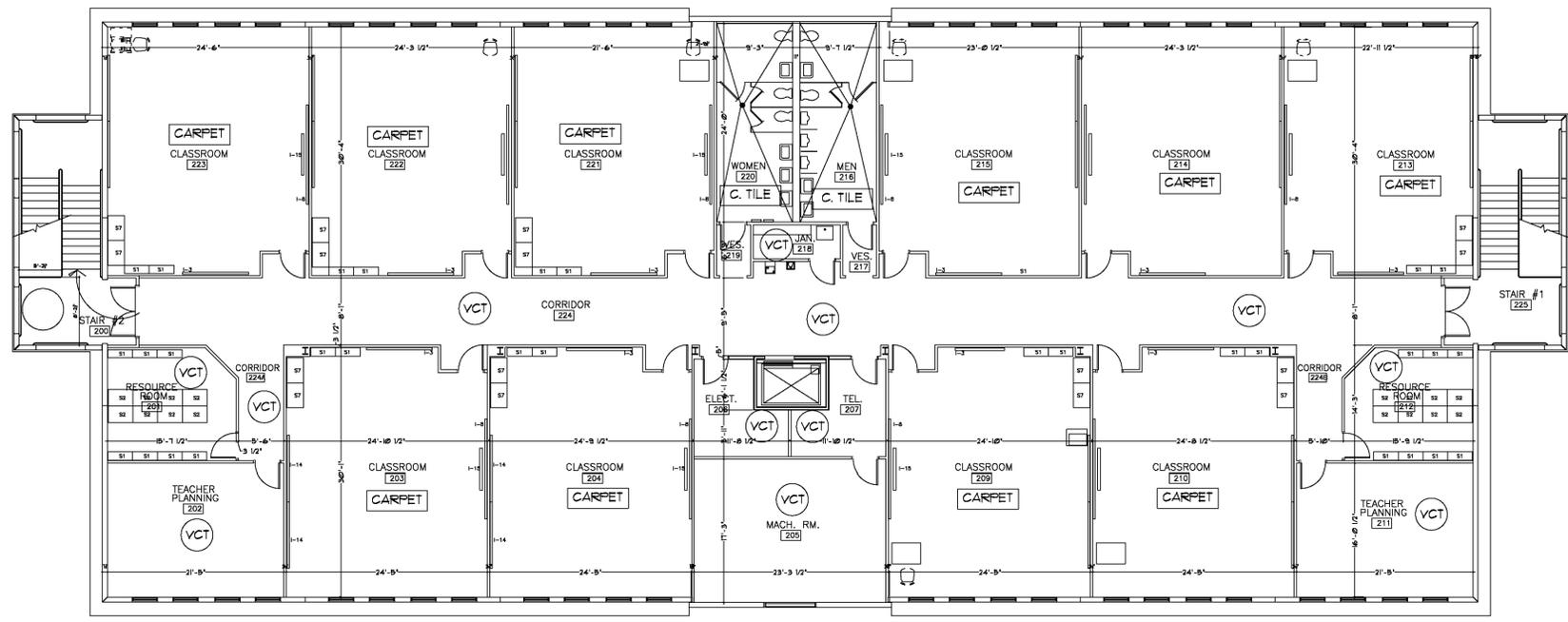
DRAWN BY:
A. NUNEZ

DRAWING NO.



1ST FLOOR

- CARPET
- CONCR, CONCR, FLOOR
- VCT VINYLE COMP. TILE
- LVT LUXURY TILE
- MATTED RUBBER FLOOR
- C. TILE CONC. TILE



2ND FLOOR

ACADEMIC VILLAGE D BLDG.

REVISIONS	BY

LICENSE NO.

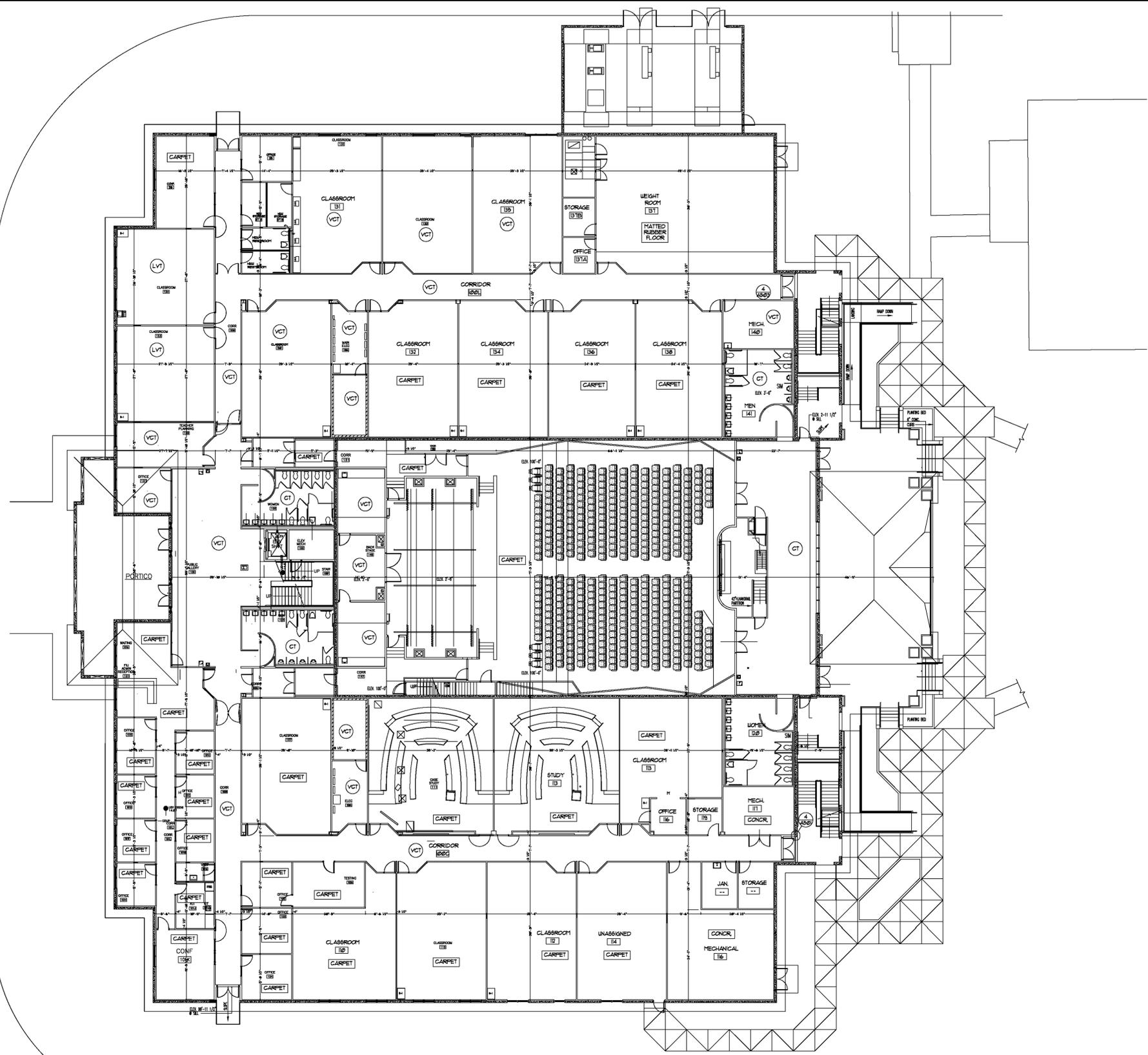
SEAL

PROJECT

SCALE:
AS NOTE
DATE:

DRAWN BY:
A. NUNEZ

DRAWING NO.

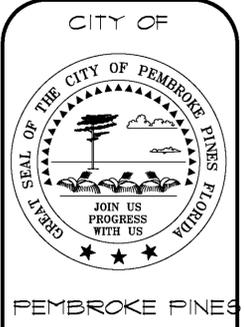


1ST FLOOR

ACADEMIC VILLAGE

U BLDG.

- CARPET
- CONCR, CONCR, FLOOR
- VCT VINYLE COMP. TILE
- LVT LUXURY TILE
- MATTED RUBBER FLOOR
- C. TILE CONCR. TILE



REVISIONS	BY

LICENSE NO.

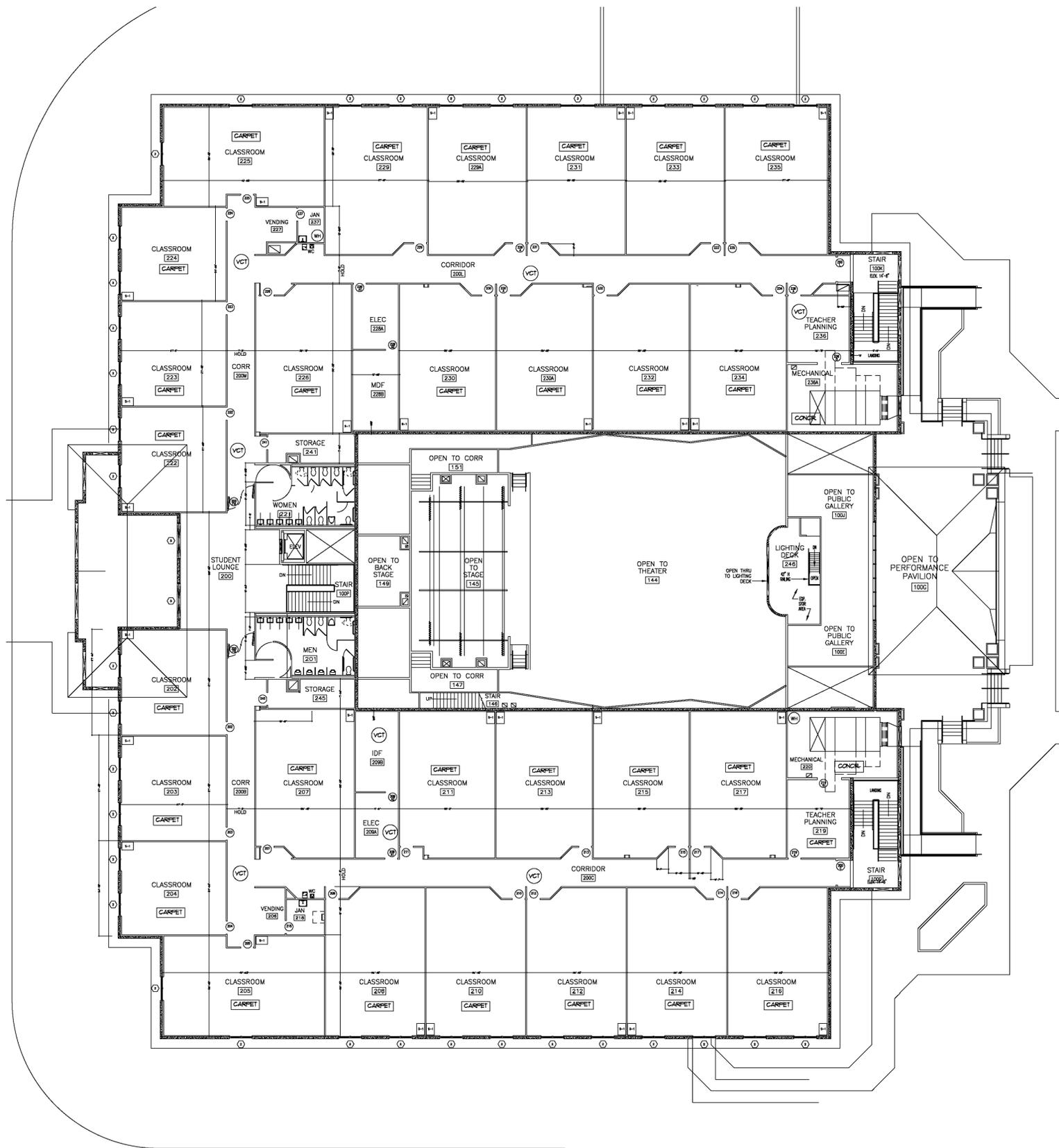
SEAL

PROJECT

SCALE:
AS NOTE
DATE:

DRAWN BY:
A. NUNEZ

DRAWING NO.

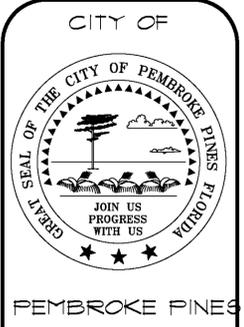


2ND FLOOR

ACADEMIC VILLAGE

U BLDG.

- CARPET
- CONCR, CONCR, FLOOR
- VCT VINYLE COMP. TILE
- LVT LUXURY TILE
- MATTED RUBBER FLOOR
- C. TILE CONCR. TILE



REVISIONS	BY

LICENSE NO.

SEAL

PROJECT

SCALE:
AS NOTE
DATE:

DRAWN BY:
A. NUNEZ

DRAWING NO.



[Vendor view of bid](#)

[Chat](#) | [Bid Comments](#) | [Documents](#) | [Attachments](#) | [Items](#) | [Addendums](#)

Bid #ED-17-02 - Janitorial Services - Charter Schools & Early Development Centers

Time Left Bid has ended.

Bid Started Mar 30, 2017 4:48:51 PM EDT

Bid Ended **This bid closed on May 23, 2017 2:00:00 PM EDT**

Agency Information City of Pembroke Pines, FL ([view agency's bids](#))

Notifications

[Report \(Bidder Activity\)](#)

of suppliers that viewed 150 ([View](#))

Q & A

[Questions & Answers](#)

Questions: 28

Q&A Deadline: May 16, 2017 8:30:00 PM EDT

Bid Classifications [Classification Codes](#)

Bid Regions [Regions](#)

Bid Contact [see contact information](#)

Pre-Bid Conference(s) Apr 10, 2017 10:00:00 AM EDT

Attendance is mandatory

Location: MANDATORY PRE-BID MEETING on April 10, 2016 at 10:00 a.m. Meeting location will be at Public Services Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, Florida 33025.

[Transcript](#) [Attendance](#)

Copy Bid Click here to [copy](#) the bid and relist it as a new bid

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

Bid Comments

Contract Duration 3 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, 5th Floor, 10100 Pines Boulevard, Pembroke Pines, FL 33026

Bid Comments The City of Pembroke Pines is seeking bids from qualified firms to provide janitorial services for the following Charter School & Early Development Center locations:

1. East Campus:Pembroke Pines Charter East Elementary School10801 Pembroke Road, Pembroke Pines, FL 33025
2. Village Community Center:Village Preschool – Early Development Center6700 SW 13 Street, Pembroke Pines, FL 33023
3. Walter C. Young Campus:Bright Beginnings – Early Development Center901 NW 129th Avenue, Pembroke Pines, FL 33028
4. Central Campus:Pembroke Pines Charter Central Elementary & Middle Schools12350 Sheridan Street, Pembroke Pines, FL 33026
5. Central Campus:Central Campus – Early Development Center12200 Sheridan Street, Pembroke Pines, FL 33026

[Product Feedback](#)

- 6. West Campus:Pembroke Pines Charter West Elementary School1680 SW 184th Avenue, Pembroke Pines, FL 33029
- Pembroke Pines Charter West Middle School18500 Pembroke Road, Pembroke Pines, FL 33029
- 7. West Campus:West Campus – Early Development Center1600 SW 184th Avenue, Pembroke Pines, FL 33029
- 8. Pembroke Shores:Pembroke Pines Charter FSU Elementary School601 SW 172 Avenue, Pembroke Pines, FL 33029
- 9. Academic Village:Pembroke Pines Charter Middle-High School17189 Sheridan Street, Pembroke Pines, FL 33331

Documents

Select All | Select None | Download Selected

- 1.  [ED-17-02 Janitorial Services for Charter Schools Early Development Centers.pdf](#) [download]
- 3.  [RE-17-02 Proposal Form.pdf](#) [download]
- 5.  [Attachment C - Non-Collusive Affidavit](#) [download]
- 7.  [Attachment E - Local Vendor Preference Certification](#) [download]
- 9.  [Attachment G - Equal Benefits Certification Form](#) [download]
- 11.  [Attachment I - Sample Insurance Certificate.pdf](#) [download]
- 13.  [Attachment K - References Form](#) [download]
- 15.  [ED-17-02 - Mandatory Pre-Bid Attendance Sheet - 04.10.2017.pdf](#) [download]
- 17.  [ED-17-02 - Addendum 2.pdf](#) [download]
- 2.  [Attachment A - Contact Information Form.docx](#) [download]
- 4.  [Attachment B - Vendor Information Form and a W-9.pdf](#) [download]
- 6.  [Attachment D - Sworn Statement on Public Entity Crimes](#) [download]
- 8.  [Attachment F - Veteran Owned Small Business \(VOSB\) Preference Certification](#) [download]
- 10.  [Attachment H - Proposers Qualifications Statement](#) [download]
- 12.  [Attachment J - Specimen Contract Contractual Services Rev. 2016-03-15.pdf](#) [download]
- 14.  [Attachment L - Mandatory Pre-Bid - Site Visit Confirmation Form 2017-03-06.pdf](#) [download]
- 16.  [ED-17-02 - Addendum 1.pdf](#) [download]

 = Included in Bid Packet  = Excluded from Bid Packet

Items

- Base Items** [\[Description\]](#)
- Additional Services Descriptions (at any location)** [\[Description\]](#)

Addendum #1 - Made On May 3, 2017 12:12:23 PM EDT

New Documents ED-17-02 - Addendum 1.pdf

Addendum #2 - Made On May 12, 2017 3:06:08 PM EDT

New Documents ED-17-02 - Addendum 2.pdf

Previous End Date May 16, 2017 2:00:00 PM EDT **New End Date** May 23, 2017 2:00:00 PM EDT

Removed Lot: 1. East Campus: Pembroke Pines Charter East Elementary School

New Lot: Base Items

New Lot: Additional Services Descriptions (at any location)

- Added Items**
- [East Campus - Pembroke Pines Charter East Elementary School](#)
 - [Additional Porter for events as needed](#)
 - [Village Community Center - Village Preschool Early Development Center](#)
 - [Additional Dry-Host Method Carpet Cleaning](#)
 - [Walter C. Young Campus - Bright Beginnings Early Development Center](#)
 - [Additional scrub and rebuff of VCT](#)
 - [Central Campus - Pembroke Pines Charter Central Elementary & Middle School](#)
 - [Additional strip and recoat of VCT](#)
 - [Central Campus - Central Campus Early Development Center](#)

Product Feedback

Removed Items

- [Additional scrub of LVT](#)
- [West Campus - Pembroke Pines Charter West Elementary & Middle School](#)
- [Additional scrub of ceramic tile](#)
- [West Campus - West Campus Early Development Center](#)
- [Water extraction cleaning of carpet](#)
- [Pembroke Shores - Pembroke Pines Charter FSU Elementary School](#)
- [Academic Village - Pembroke Pines Charter High & Middle School](#)
- [As per Scope of Work Section #1.7.1 \(A\) Classrooms/Hallways](#)
- [As per Scope of Work Section #1.7.1 \(B\) Administrative Offices](#)
- [As per Scope of Work Section #1.7.1 \(C\) Restrooms](#)
- [As per Scope of Work Section #1.7.1 \(D\) Teacher Lounges/Breakrooms/Cafeterias/Lu](#)
- [As per Scope of Work Section #1.7.1 \(E\) Gymnasium Floor](#)
- [As per Scope of Work Section #1.7.1 \(F\) All VCT, LVT, and Ceramic Tile Areas](#)
- [As per Scope of Work Section #1.7.1 \(G\) Carpeted Areas](#)
- [As per Scope of Work Section #1.7.2 \(A\) Restrooms](#)
- [As per Scope of Work Section #1.7.2 \(B\) Work to be Performed Weekly](#)
- [As per Scope of Work Section #1.7.3 \(A\) Common Area](#)
- [As per Scope of Work Section #1.8 \(A-1\) VCT, LVT, &Ceramic Tile Areas / Four Tim](#)
- [As per Scope of Work Section #1.8 \(A-4\) VCT, LVT, &Ceramic Tile Areas / Five Tim](#)
- [As per Scope of Work Section #1.8 \(A-5\) VCT, LVT, &Ceramic Tile Areas / One Time](#)
- [As per Scope of Work Section #1.8 \(B-2\) VCT, LVT, &Ceramic Tile Areas / Quaterly](#)
- [Strip/wax Vinyl \(Per Square Foot\) As per Sec 1.8 Floor Care Standards \(A\) Non-C](#)
- [Strip/wax Tile \(Per Square Foot\) As per Sec 1.8 Floor Care Standards \(A\) Non-Car](#)
- [Shampoo carpeted \(Per Square Foot\) As per Sec 1.8 Floor Care Standards \(B\) Carpe](#)
- [Additional scrub and rebuff of Floors](#)
- [Event Clean up](#)
- [Additional cleanings](#)
- [Porter](#)

Change Made On Apr 26, 2017 4:40:41 PM EDT

New Documents ED-17-02 - Mandatory Pre-Bid Attendance Sheet - 04.10.2017.pdf

Change Made On May 1, 2017 12:49:10 PM EDT

Previous End Date May 2, 2017 2:00:00 PM EDT

New End Date May 16, 2017 2:00:00 PM EDT

Change Made On May 15, 2017 12:33:45 PM EDT

Previous Q & A End Date Apr 18, 2017 8:30:00 PM EDT

New Q & A End Date May 16, 2017 8:30:00 PM EDT

Contractor Advertisements

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There are no advertisements on this solicitation.

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[Product Feedback](#)

Question and Answers for Bid #ED-17-02 - Janitorial Services - Charter Schools & Early Development Centers

[Create New Question](#)

Question Deadline: May 16, 2017 8:30:00 PM EDT

Overall Bid Questions

Question 1

WHAT is the current budget for this project and is there a current contract in effect (Submitted: Mar 30, 2017 9:31:20 PM EDT)

Answer

[edit](#) 

- This is not applicable and should not be used in determining the new contract price as the scope of work has changed from the previous contract. However this information is available to everyone via a public records request through the City Clerk. (Answered: Apr 25, 2017 8:55:52 AM EDT)

Add to Answer:

Question 2

What was the previous winning bid amount for each line item?

What is the budget allocated for the services outlined in the RFP? (Submitted: Mar 31, 2017 10:56:38 AM EDT)

Answer

[edit](#) 

- This is not applicable and should not be used in determining the new contract price as the scope of work has changed from the previous contract. However this information is available to everyone via a public records request through the City Clerk. (Answered: Apr 25, 2017 8:55:52 AM EDT)

Add to Answer:

Question 3

[edit](#) 

- Per Scope of work, under daily tasks it states to clean fixtures, can you clarify what fixtures, and the amount that needs to be cleaned.
- Can you clarify the square footage for the tile and linoleum?
- Per the scope of work, it states to dust the furniture and building surfaces. Are those the same areas? can you define?
- Number of Telephones?
- Would you classify overhead dusting as high dusting? and that should be done daily? Just want to confirm.
- Can you give me the square footage for all the bathrooms?
- # of drinking fountains?
- # of trash bins?
- # of vending machines, appliances, sinks and counters in the breakroom?
- # of glass partitions? or square footage?
- Per the scope, you have damp mop listed under daily and wet mop under weekly. Can you please clarify the frequency and your expectations between wet and damp mopping?
- Per the scope of work, you have dusting of building and furniture surfaces listed under daily and then dust all horizontal surfaces weekly. please clarify the frequency would you like them done Same as dusting pictures frames and furniture
- # of door and light switches
- What is the A/C Room? please provide the square footage.
- What is the sally port area? please provide the square footage.
- Can you clarify what cleaning and refilling floor drains are?
- # of Light fixtures
- Square footage of stairways? is this not being mopping under daily?
- Clarify the spray buffing and scrubbing that is monthly
- What is chamber woodwork?
- please confirm that carpets need to be bonnet cleaned (Dry) on a quarterly basis and then also extraction cleaned annually?
- Square footage of entrance tile?
- Number of upholstered furniture? (Submitted: Apr 7, 2017 3:50:06 PM EDT)

[Product Feedback](#)

Answer

- 1. Restroom and breakroom fixture such as faucets and flush valves.
- 2. Plans noting floor types with dimensions of each building will be provided.
- 3. Desks, countertops, etc.
- 4. Please clarify this request.
- 5. Overhead dusting would be defined as over 6' from the floor.
- 6. Plans with dimensions of each building will be provided.
- 7. This information will be included in the plans.
- 8. The exact number is unknown. Can be determined by site visit.
- 9. This information will be included in the plans.
- 10. The exact number is unknown. Can be determined by site visit.
- 11. Daily, the expectation is clean floors.
- 12. The only item listed to be dusted weekly are lines 7&8: Dust high molding and doors, Dust/vacuum/wipe all baseboards and coverings. Personal picture frames on desks are not to be touched, picture frames on walls for decoration are to be dusted weekly.
- 13. The exact number is unknown. Can be determined by site visit.
- 14. An A/C room is where HVAC equipment is housed. Can be determined by site visit.
- 15. A small exit point or entryway of a building. Can be determined by plans.
- 16. This process should be known by any commercial janitorial tradesman and is clearly defined in the scope.
- 17. The exact number is unknown. Can be determined by site visit.
- 18. Can be determined by plans. No.
- 19. This process should be known by any commercial janitorial tradesman.
- 20. I could not locate this item in the scope.
- 21. Please read the scope carefully. It is clearly stated in the scope in two areas that bonnet cleaning is strictly prohibited.
- 22. Can be determined by plans.
- 23. The exact number is unknown. Can be determined by site visit. **(Answered: Apr 25, 2017 8:55:52 AM EDT)**

Add to Answer:

Question 4

Is there any specific reason as to why the contract manager must also speak Spanish? Would be ok if we have an authorized representative that's fluent in both English & Spanish? **(Submitted: Apr 11, 2017 8:50:54 AM EDT)**

Answer

- This was placed in the contract to assure that the vendor's contract manager and lead custodians are able to clearly communicate with the City's contract manager as well as the employees of their company. The contract manager must be fluent in English but may use an authorized representative to communicate in another language. However, every lead custodian at each site must be fluent in speaking, reading, and writing in English as well as the language needed to clearly communicate with the contractor's general employees stationed at their designated school whether Spanish, Creole, Russian, etc. Spanish was specified based on the general demographics of the personnel that work in this industry in South Florida. **(Answered: Apr 25, 2017 8:55:52 AM EDT)**

[edit](#) 

Add to Answer:

Question 5

Can you please clarify the requested bid bond requirements. **(Submitted: Apr 11, 2017 12:50:59 PM EDT)**

Answer

- Bond is not applicable to this solicitation. **(Answered: Apr 25, 2017 8:55:52 AM EDT)**

[edit](#) 

Add to Answer:

Question 6

On page 58 it states that performance bond is not applicable and on page 120 you are asking for performance bond. Do we need the bond or not? **(Submitted: Apr 12, 2017 2:22:55 PM EDT)**

[edit](#) 
Answer
[Product Feedback](#)

- Bond is not applicable to this solicitation. (Answered: Apr 25, 2017 8:55:52 AM EDT)

Add to Answer:

Question 7

Pursuant to section 1.3.1 Janitorial Supply List; we would like to know if this yearly quantity amount is an estimate for each school separately? (Submitted: Apr 14, 2017 1:11:52 PM EDT)

Answer

[edit](#) 

- Yes. Quantities for garbage bags, toilet paper, and paper towels will be revised in an addendum based on usage from the previous year. Items such as cleaning supplies that are generally accepted in the industry as being provided by the contractor will be removed from this list. (Answered: Apr 25, 2017 8:55:52 AM EDT)

Add to Answer:

Question 8

The maps/diagrams which were given to the prospective proposers appears to have inadvertently omitted pages 1,2, & 3 of 55. Can we have those three (3) pages of the maps/diagrams? (Submitted: Apr 14, 2017 1:30:41 PM EDT)

Answer

[edit](#) 

- These pages were from the previous bidding process and are not applicable to this one. (Answered: Apr 25, 2017 8:55:52 AM EDT)

Add to Answer:

Question 9

If amount of yearly supplies goes over the budget, will these expenses be reimbursed? (Submitted: Apr 17, 2017 4:13:47 PM EDT)

Answer

[edit](#) 

- No. (Answered: Apr 25, 2017 8:55:52 AM EDT)

Add to Answer:

Question 10

What is the percentage of the bid bond if any? (Submitted: Apr 17, 2017 4:15:07 PM EDT)

Answer

[edit](#) 

- Bond is not applicable to this solicitation. (Answered: Apr 25, 2017 8:55:52 AM EDT)

Add to Answer:

Question 11

How much day and night staff needs to be paid by hour? (Submitted: Apr 17, 2017 4:35:10 PM EDT)

[edit](#) 

Answer

- As law requires. (Answered: Apr 25, 2017 8:55:52 AM EDT)

Product Feedback

Add to Answer:

Question 12

Can you provide the breakdown of square footage of hard surfaced flooring vs carpet for Pembroke Pines Charter East Elementary School? (Submitted: Apr 18, 2017 3:04:40 PM EDT)

[edit](#) 

Answer

- Plans noting floor types with dimensions of each building will be provided. (Answered: Apr 25, 2017 8:55:52 AM EDT)

Add to Answer:

Question 13

Can you please clarify the Village Community Center Part 1 that is 7,285.14 sq. ft. It is very hard to read the square footage (Submitted: Apr 18, 2017 3:13:28 PM EDT)

[edit](#) 

Answer

- New plans noting floor types with dimensions of each building will be provided. (Answered: Apr 25, 2017 8:55:52 AM EDT)

Add to Answer:

Question 14

can you please clarify Item #3, Walter C. Yong Campus Building 2 Square footage? Print is illegible (Submitted: Apr 18, 2017 3:14:58 PM EDT)

[edit](#) 

Answer

- New plans noting floor types with dimensions of each building will be provided. (Answered: Apr 25, 2017 8:55:52 AM EDT)

Add to Answer:

Question 15

is the middle school all Hard surfaced flooring? if not, could you please provide me with the square footage of tile vs carpet? (Submitted: Apr 18, 2017 3:15:48 PM EDT)

[edit](#) 

Answer

- New plans noting floor types with dimensions of each building will be provided (Answered: Apr 25, 2017 8:55:52 AM EDT)

Add to Answer:

Question 16

Can you please clarify the square footage for the West Campus Early Development Center? the site plan is illegible (Submitted: Apr 18, 2017 3:16:32 PM EDT)

[edit](#) 

Answer

- New plans noting floor types with dimensions of each building will be provided. (Answered: Apr 25, 2017 8:55:52 AM EDT)

Add to Answer:

Product Feedback

Question 17

Is the Pembroke Shores Campus all Hard surfaced flooring? if not, could you please provide me with the square footage of tile vs carpet? - (Submitted: Apr 18, 2017 3:17:26 PM EDT)

[edit](#) 

Answer

- New plans noting floor types with dimensions of each building will be provided. (Answered: Apr 25, 2017 8:55:52 AM EDT)

Add to Answer:

Question 18

IS the Academic Village Campus all Hard surfaced flooring? if not, could you please provide me with the square footage of tile vs carpet? - (Submitted: Apr 18, 2017 3:17:45 PM EDT)

[edit](#) 

Answer

- New plans noting floor types with dimensions of each building will be provided. (Answered: Apr 25, 2017 8:55:52 AM EDT)

Add to Answer:

Question 19

in the site plans, item #4 & 5, the plans are very hard to read. Could you provide me with the square footage of hard surfaced flooring and carpet? (Submitted: Apr 18, 2017 3:18:58 PM EDT)

[edit](#) 

Answer

- New plans noting floor types with dimensions of each building will be provided. (Answered: Apr 25, 2017 8:55:52 AM EDT)

Add to Answer:

Question 20

Could you provide a PDF version of the site maps? (Submitted: Apr 18, 2017 3:30:06 PM EDT)

[edit](#) 

Answer

- Yes, this is how the new plans will be provided. (Answered: Apr 25, 2017 8:55:52 AM EDT)

Add to Answer:

Question 21

1. Please clarify on the item response form the following are you looking for annual price (based on approx. 260 working days) divided by 364 days or the price to clean for 364 days?

2. Please clarify on the front page of the RFP is says Bid and Performance Bond Not applicable; however under article 6 of the contract, it says Performance Bond required?

3. What is the student enrollment by campus?

4. In the Scope of work section of pricing you ask for pricing by Campus in areas A-G (Classrooms/ Hallways, Administrative Offices, Restrooms, Teach **Product Feedback**

[edit](#) 

Lounges/Breakrooms/Cafeterias/Lunch Areas, Etc, can you provide the square footage for each of these sections by campus?

5. On page 66 it calls for Day Porters, there is no mention of head custodian or lead. Are there Head Custodian positions?

6.. How many hours a day and how days a year are Day Porters and Lead Custodians required?

7. Please provide manufacturer's specification for cleaning the Gymnasium floors?

8. What are the requirements for window cleaning inside and outside?

9.. What are the requirements for outdoor gum removal and pressure washing?

10. Are propane burnishers permitted in the schools? **(Submitted: Apr 18, 2017 5:01:35 PM EDT)**

Answer

- 1. Annual price, year round
- 2. Bond is not applicable to this solicitation.
- 3.
Charter East Elementary 680 Students / 905 Staff
Village Preschool â€ EDC 114 Students / 20 Staff
Bright Beginnings â€ EDC 151 Students / 34 Staff
Charter Central Elem & Middle 1,296 Students / 145 Staff
Central Campus - EDC 200 Students / 48 Staff
Charter West Elem & Middle 1,264 Students / 140 Staff
West Campus - EDC 213 Students / 47 Staff
Charter FSU Elementary 679 Students / 95 Staff
Charter High 1,715 Students / 118 Staff
- 4. New plans noting floor types with dimensions of each building will be provided
- 5. Yes. See section 1.5 line G.
- 6. Year round. Section 1.6 will be revised and clarified in an addendum.
- 7. Will be issued in an addendum
- 8. Windows are to be cleaned monthly, inside of building only.
- 9. Pressure washing is not required, outdoor gum removal is required for walkways adjacent to the buildings.
- 10. No. **(Answered: Apr 25, 2017 8:55:52 AM EDT)**
- Update to the answer given for Part 8 above:
 8. All windows are to be cleaned monthly, inside of building only. The interior and exterior of all door glass, storefront doors, and storefront entrances shall be cleaned daily to a height of 7â™, and monthly from top to bottom. **(Answered: May 12, 2017 2:39:59 PM EDT)**

Add to Answer:

Question 22

Can we please have a copy of the total square footage for each of the buildings contained in the RFP. **(Submitted: May 15, 2017 12:58:42 PM EDT)**

Answer

[edit](#) 

- Plans either have total square footage on them, or the dimensions of rooms/buildings for the bidders to use to calculate total square footage. **(Answered: May 18, 2017 6:08:19 PM EDT)**

Add to Answer:

Question 23

Could you please provide me with a count of rugs in the Early Development and Pre-K classrooms and What size rugs are placed? **(Submitted: May 15, 2017 1:59:25 PM EDT)**

Answer

[edit](#) 

- Should have been obtained at the site visits. **(Answered: May 18, 2017 6:08:19 PM EDT)**

Add to Answer:

Question 24

What is the difference between the VCT flooring and the LVT Flooring? (Submitted: May 15, 2017 1:59:59 PM EDT)

Answer[edit](#) 

- With all due respect to all bidders, a bidder that does not know the difference between VCT and LVT flooring is not qualified to perform the work. (Answered: May 18, 2017 6:08:19 PM EDT)

Add to Answer:

Question 25

1. Could you please confirm that the LVT flooring is to be scrubbed 5 times per year?
- 2.Can you confirm that VCT flooring should be burnished every 2 weeks and scrubbed and re-coated Quarterly? (Submitted: May 15, 2017 2:05:22 PM EDT)

[edit](#) **Answer**

- Floors are to be maintained per the scope of work in the addendum. (Answered: May 18, 2017 6:08:19 PM EDT)

Add to Answer:

Question 26

Where can we obtain the awarded bid tabulation for the expiring bid ? (Submitted: May 15, 2017 3:14:57 PM EDT)

Answer[edit](#) 

- This is not applicable and should not be used in determining the new contract price as the scope of work has changed from the previous contract. However this information is available to everyone via a public records request through the City Clerk. (Answered: May 18, 2017 3:38:50 PM EDT)

Add to Answer:

Question 27

IS a bid bond/ performance bond now required to be submitted with bid?
what is the current budget for this project as its needed for the bond. (Submitted: May 15, 2017 4:10:32 PM EDT)

Answer[edit](#) 

- Bonds are required. Bonds are based on the bid amount to be submitted by the contractor, not the City's budgeted amount. (Answered: May 18, 2017 6:08:19 PM EDT)

Add to Answer:

Question 28[edit](#) 

1. What is the gross square footage of each of the 9 sections or for each building to be cleaned?
2. The following buildings were in the original floor plans we were given at the pre-bid meeting; but were not included in Attachment M that was sent on May 3th, 2017:
 - FSU Charter Elem A Bldg
 - Academic Village R Bldg-Library
 - Academic Village B Bldg

Product Feedback

Are these buildings no longer part of the scope of work?

3. Please confirm the number of Day Porters; we were given the new minimums by section at the pre-bid meeting (Submitted: May 16, 2017 4:52:27 PM EDT)

Answer

- 1) Plans either have total square footage on them, or dimensions of the rooms/buildings for the bidders to use to calculate total square footage.
- 2) FSU Charter A building is included in this scope, the floor plan is included on the plan labeled FSU Building B First Floor. Academic Village buildings B & R-library are not included in this scope.
- 3) The number of day porters is included in the Addendum document. (Answered: May 18, 2017 6:08:19 PM EDT)

Add to Answer:

Submit

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PRE-BID ATTENDANCE SHEET

Date: Monday April 10, 2017 at 10:00 am

Proposal/Bid #:

RFP #ED-17-02 Janitorial Services for Charter Schools & Early Development Centers

Company Name	Address	Representative Name	E-Mail	Phone Number	Signature
COBALT COMMERCIAL SERVICES	2050 TIGER TAIL BLVD STE C #4 DANIA BEACH 33024	CHRIS DORN	CDORN@COBALTCOMMERCIALSERVICES.COM	954 400 9840	
CHI-ADA CORPORATION	2750 W Oakland Park BLVD suite B oakland park	Georges Idani	idani@chiadacorporation.com	954 777 5177	
Garcia American Facilities	1325 Union Hill Industrial 30004 Count. Suite Alpha GA	Jerrold Clarke		770 740 1613 #206	
GCA SERVICE GROUP	1101 STANFORD DR CORAL GABLES 33146	DANE MELLEN	DPMELLEN@GCASERVICES.COM	561.252 3145	
Xtreme cleaning services and more corp.	7101 Harding St Hollywood FL 33024	Zahira Galvez	galvezzahira@yahoo.com	786-537 7414	
PLANNED BUILDING SERVICES, INC	16820 MIRAMAR PWAY ste 103 - 33025	Carlos Layman	CLAYMAN@PLANNEDBUILDINGSERVICES.NET	954-968-1390 954-4387880	
MCIJ Professional Cleaning Services	161 NE 2nd Ave Deerfield Beach FL 33441	Keila Pineda	contact@mcjdeaning.com	954-418-6248	
Joliva Enterprises LLC	3125 W COUNTY CLUB DR #1708 AVONTEUR 33186	SHARON MAYMON	sharon@jolivaenterprises.com	908 300 8483 786 493 1133	
Synergy Cleaning Solutions LLC	4851 NW 103 RD AVE #54 SUNRISE, FL 33351	RUBEN LEONARDI	INFO@SYNERGYCLEANINGSOLUTIONS.COM	305 492 0690	
Reaching Solutions Inc.	229 S. Krome Ave Homestead FL 33030	wisberg Pierre	reachingsolutions.inc@gmail.com	305-570-8930 305-910-1359	
Able Business Services Inc.	1234 NW 79th St. Miami FL 33147	Angela Matthews	Angela@ablebusinessservices.com	305-636-5099	
DE CLEANEST, INC	1972 NE 148 TERRENCE NORTH MIAMI, FL 33181	ANTHONY DOUGHEY	DECLEANEST@BELL5007A.NET	(305) 944-2858 (305) 409-3603	

PRE-BID ATTENDANCE SHEET

Date: Monday April 10, 2017 at 10:00 am

Proposal/Bid #:

RFP #ED-17-02 Janitorial Services for Charter Schools & Early Development Centers

Company Name	Address	Representative Name	E-Mail	Phone Number	Signature
Advanced Maintenance Security Corporation	8875 Hidden Glen Pkwy Suite 300, Tampa, FL 33627	Anthony ILESANMI	ROTABOD@YAHOO.COM	(813) 975-7407	A-Ilesanmi
T+M Services Inc	317E1ST Pompano Beach FL 33064	Tom McMahon	tom@tmservices.net	9549428768	Tom McMahon
Image Janitorial Services, Inc.	814 14th ST Lake Park, FL 33403	Paul Saavedra	psaavedra@imagecompanies.com	561-844-8778	Paul Saavedra
Open Works	7400 Oak Lane suite 400 Miami Lake, FL 33016	Nicholas Mohammadpour	Nicholas.Mohammadpour@openworksweb.com	954-260-8560	Nicholas Mohammadpour
Allcare Financial Manag. Services Inc.	188W NW 2nd Ave suite 207, Miami Gardens FL 33169	Tonia Ulyesse	allcarefinancialmanagementllc@gmail.com	786-203-4356	Tonia Ulyesse
Safeserv Services	911 poinciana drive PP West Park, FL 33023	Luis VARGAS	www.safeservservices.net	9549694900	Luis Vargas
Delta Property Maintenance Inc	5865 SW 23rd Street West Park, FL 33023	Stacey Nicol	delta1clean@gmail.com	954-367-2413	Stacey Nicol
After Hours Cleaning Service	PO Box 6118, Miami FL 33168	Eddy Allen, Jr.	afterhourscleaninginc@gmail.com	786-202-3798	Eddy Allen, Jr.
First Choice Cleaning Contractors	1700 NW 2nd AVE. Suite 200, BOCA RATON FL 33432	ANDREA ORTIZ	AORTIZ@FIRSTCHOICECLEANINGCONTRACTORS.COM	954 8183200	Andrea Ortiz
Lightning Commercial Cleaning Service, LLC	8309 Fairway Road Sunrise, FL 33351	Randolph Wallace	lightningcommercialcleaningsvc@gmail.com	(954) 915-4814	Randolph Wallace
RECIO COMMERCIAL CLEANING CORPORATION	9811 61st ST MAY SOUTH UNIT B BOYNTON BEACH FL 33437	Steven Shehan	steven.shehan@reciocorporation.com	(561) 806-4317	Steven Shehan
MILECLEAN USA	1310 Park Central BLVD S Pompano Beach, FL 33064	Laura Bastos	Lauraemilecleanusa.com	(510) 458-1428	Laura Bastos

PRE-BID ATTENDANCE SHEET

Date: Monday April 10, 2017 at 10:00 am

Proposal/Bid #:

RFP #ED-17-02 Janitorial Services for Charter Schools & Early Development Centers

Company Name	Address	Representative Name	E-Mail	Phone Number	Signature
Seminole Commercial Cleaning	6300 Sterling Rd Hollywood FL 33024	John Darcy	John @ Darcy Biz	480 745 6296	
<p><i>John Darcy</i></p> <p>Page 3 of 3</p>					

safeguard services, inc.

Bid Contact **kevin connor**
ktconnor@safeguardservices.net
Ph 954-963-4900

Address **911 Poinciana Drive**
Pembroke Pines, FL 33025

Supplier Code 247878

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
ED-17-02--01-01	Base Items: East Campus - Pembroke Pines Charter East Elementary School	Supplier Product Code:	First Offer - \$136,080.00	1 / lump sum	\$136,080.00	Y Y
ED-17-02--01-02	Base Items: Village Community Center - Village Preschool Early Development Center	Supplier Product Code:	First Offer - \$50,390.00	1 / lump sum	\$50,390.00	Y
ED-17-02--01-03	Base Items: Walter C. Young Campus - Bright Beginnings Early Development Center	Supplier Product Code:	First Offer - \$55,560.00	1 / lump sum	\$55,560.00	Y
ED-17-02--01-04	Base Items: Central Campus - Pembroke Pines Charter Central Elementary & Middle School	Supplier Product Code:	First Offer - \$230,964.00	1 / lump sum	\$230,964.00	Y
ED-17-02--01-05	Base Items: Central Campus - Central Campus Early Development Center	Supplier Product Code:	First Offer - \$52,692.00	1 / lump sum	\$52,692.00	Y

ED-17-02--01-06	Base Items: West Campus - Pembroke Pines Charter West Elementary & Middle School	Supplier Product Code:	First Offer - \$219,456.00	1 / lump sum	\$219,456.00	Y
ED-17-02--01-07	Base Items: West Campus - West Campus Early Development Center	Supplier Product Code:	First Offer - \$58,764.00	1 / lump sum	\$58,764.00	Y
ED-17-02--01-08	Base Items: Pembroke Shores - Pembroke Pines Charter FSU Elementary School	Supplier Product Code:	First Offer - \$134,976.00	1 / lump sum	\$134,976.00	Y
ED-17-02--01-09	Base Items: Academic Village - Pembroke Pines Charter High & Middle School	Supplier Product Code:	First Offer - \$357,012.00	1 / lump sum	\$357,012.00	Y
Lot Total					\$1,295,894.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
ED-17-02--02-01	Additional Services Descriptions (at any location): Additional Porter for events as needed	Supplier Product Code:	First Offer - \$14.98	1 / hour	\$14.98	Y
ED-17-02--02-02	Additional Services Descriptions (at any location): Additional Dry- Host Method Carpet Cleaning	Supplier Product Code:	First Offer - \$0.18	1 / square foot	\$0.18	Y
ED-17-02--02-03	Additional Services	Supplier Product Code:	First Offer - \$0.38	1 / square foot	\$0.38	Y

	Descriptions (at any location): Additional scrub and rebuff of VCT	Code:				
ED-17-02--02-04	Additional Services Descriptions (at any location): Additional strip and recoat of VCT	Supplier Product Code:	First Offer - \$0.48	1 / square foot	\$0.48	Y
ED-17-02--02-05	Additional Services Descriptions (at any location): Additional scrub of LVT	Supplier Product Code:	First Offer - \$0.18	1 / square foot	\$0.18	Y
ED-17-02--02-06	Additional Services Descriptions (at any location): Additional scrub of ceramic tile	Supplier Product Code:	First Offer - \$0.23	1 / square foot	\$0.23	Y
ED-17-02--02-07	Additional Services Descriptions (at any location): Water extraction cleaning of carpet	Supplier Product Code:	First Offer - \$0.12	1 / square foot	\$0.12	Y
Lot Total					\$16.55	
Supplier Total					\$1,295,910.55	

safeguard services, inc.

Item: **Base Items:East Campus - Pembroke Pines Charter East Elementary School**

Attachments

20170523111959.pdf

RFP #ED-17-02

JANITORIAL SERVICES – CHARTER SCHOOLS & EARLY DEVELOPMENT CENTERS

RFP RESPONSES BY:

5/22/17

SAFEGUARD SERVICES, INC

KEVIN CONNOR, V.P.

954-963-4900 PHONE

KTCONNOR@SAFEGUARDSERVICES.NET

Effective • Sustainable • Inspiring

1

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TAB 2: LETTER OF INTEREST

Safeguard Services, Inc. is pleased to have the opportunity to continue our janitorial business relationship with the City of Pembroke Pines. As a long time business community member in SW Broward (46 years), we have witnessed the phenomenal growth to the City of Pembroke Pines. We have steadily increased business sales each year and have a unsecured line of credit which allows us to maintain financial stability and continue to grow.

Safeguard Services, Inc., founded in 1971, is a locally owned and managed building services contractor. We currently have over 300 employees and our main offices/warehouse are located in Pembroke Pines. The primary focus of our organization is the ability to meet and exceed the expectations of our clients as it reflects the health, safety and appearance of their facilities. Safeguard is recognized, by the state of Florida, as a certified woman owned MBE as well as a certified SBE.

We have extensive experience with municipalities and have serviced Dania Beach (6years), the City of Hollywood (6 years) and the City of Miramar (4 years). We are currently providing janitorial services to the City of Pembroke Pines for the past 26 years and 20 years at the City of Hallandale Beach. Due to our service history with municipalities, we have a unique understanding of the needs that can and do arise within local government. Strong lines of communication and quick problem solving resolution are the two pillars of a successful relationship.

We do not have any subcontractors providing our services, rather, only offer our own trained supervisors and employees. Finally, our office location, 911 Poinciana Drive, is a huge advantage in allowing us to respond quickly and effectively to the City's needs. All top level management personnel are available 24/7/365 via cell phone and email. The office line is also answered by a live person 24/7.

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TAB 3 EXPERIENCE AND ABILITY

1. Company history and background

Safeguard Services, Inc., founded in 1971, is a locally owned and managed building services contractor. We currently have over 300 employees and our main offices/warehouse are located in Pembroke Pines.

2. Include organizational chart and license (see attached)

3. Provide Description of the labor force

- a. Estimated Salaries for various positions – minimum salary for general employees will be \$9/hr. and 10/hr. for general employees with previous experience. Crew leader's salary will range between \$12 - \$14 dollars per hour and supervisor salaries around \$20/hr.
- b. Summary of employee benefits – as of this date, we offer health insurance as required by law. All legal holidays are paid as well.
- c. Information regarding employee turnover rates – we currently have a thirty percent turnover rate.

4. List of company owned equipment to be used for this project.

- a. **Equipment/Supplies – in addition to the below, we have over one million dollars' worth of backup equipment and supplies located in our Pembroke Pines warehouse..**
 - Brooms
 - Mops
 - Buckets
 - Dusters
 - Brushes
 - Rags
 - Extractor
 - Floor machines
 - Auto scrubs
 - Burnisher
 - Expendable supplies
 - Other Misc. janitorial items



4

TAB 4 PREVIOUS EXPERIENCE

Please see attached references form.



Supplier Response Form

REFERENCES FORM

Provide specific examples of similar contracts. References should be 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 PEMBROKE PINES *

Address: 10100 PINES BLVD *

City/State/Zip: PEMBROKE PINES FL 33025 *

Contact Name: PAUL EDELSTEIN * Title: Deputy Director of Public Services *

E-Mail Address: PEDELSTEIN@PPINES.COM *

Telephone: 954-214-3955 * Fax: 954-437-1121 *

Project Information:

Name and location of the project: PEMBROKE PINES CHARTER SCHOOLS *

PROVIDE JANITORIAL SERVICES TO CHARTER SCHOOLS, POLICE DEPT, ETC.

Nature of the firm's responsibility on the project: *

Project duration: 2011- PRESENT * Completion (Anticipated) Date: 8/2017 *

Size of project: 800,000 * Cost of project: \$900,000 *

Work for which staff was responsible: JANITORIAL *

Contract Type: JANITORIAL *

The results/deliverables of the project: FAVORABLE *

REFERENCES FORM

Provide specific examples of similar contracts. References should be 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 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 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 HALLANDALE BEACH *

Address: 630 NW 2ND STREET *

City/State/Zip: HALLANDALE BEACH FL 33009 *

Contact Name: FREDDIE DE LA ROSA * Title: PROCURMENT SPECIALIST *

E-Mail Address: elarosa@hallandalebeachfl.gov *

Telephone: 954-246-4261 * Fax: 954-457-1342 *

Project Information:

Name and location of the project: HALLANDALE BEACH JANITORIAL SERVICE *

PROVIDE JANITORIAL SERVICES TO POLICE DEPT,
CITY HALL AND PARKS

Nature of the firm's responsibility on the project: *

Project duration: 1992-CURRENT * Completion (Anticipated) Date: ONGOING *

Size of project: 300,000 * Cost of project: 175,000 *

Work for which staff was responsible: JANITORIAL *

Contract Type: JANITORIAL *

The results/deliverables of the project: FAVORABLE *

REFERENCES FORM

Provide specific examples of similar contracts. References should be 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 HEALTH

Address: 303 SE 17TH STREET

City/State/Zip: FT LAUDERDALE FL 33316

Contact Name: ANA JIMENEZ Title: CONTRACT COORDINATOR

E-Mail Address: AJIMENEZ@BROWARDHEALTH.ORG

Telephone: 954-831-2733 Fax:

Project Information:

Name and location of the project: BROWARD HEALTH ENVIRONMENTAL SVCS

PROVIDE JANITORIAL SERVICES TO OFFSITES

Nature of the firm's responsibility on the project:

Project duration: 2004-CURRENT Completion (Anticipated) Date: 2018

Size of project: 300,000 Cost of project: 325,000

Work for which staff was responsible: JANITORIAL

Contract Type: JANITORIAL

The results/deliverables of the project: FAVORABLE

REFERENCES FORM

Provide specific examples of similar contracts. References should be 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: UHEALTH/BASCOM PALMER

Address: VARIOUS

City/State/Zip: MIAMI FL

Contact Name: JOANNE MARTIN Title:

E-Mail Address: JMARTIN@MED.MIAMI.EDU

Telephone: 954-210-1090 Fax:

Project Information:

Name and location of the project: UHEALTH/BASCOM PALMER EVS SERVICE

PROVIDE JANITORIAL SERVICES TO various facilities.

Nature of the firm's responsibility on the project:

Project duration: 2007-PRESENT Completion (Anticipated) Date: ON-GOING

Size of project: 500,000 Cost of project: 600,000

Work for which staff was responsible: JANITORIAL

Contract Type: JANITORIAL

The results/deliverables of the project: FAVORABLE

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.

5

TAB 5 Firm's Understanding and Approach to Work

1. Understanding

Safeguard Services has successfully performed janitorial services for the Charter Schools and Early Development Centers for the past 6 years. It is inevitable that challenges will arise, but we have been able to handle the quickly and effectively and ensure they are not repetitive. We have a full understanding of the contractual and implied obligations of this contract.

2. Management

In addition to the area manager, Safeguard Services will provide an additional manager whose sole responsibility is the Charter Schools. This person will rotate between each facility ensuring customer satisfaction is achieved and the scope of work is being performed as stated.

Independent of the operations department, described above, is our contract compliance/customer relation's manager. This individual will perform scheduled and random visits a minimum of once per month. Our Quality Control manager will objectively assess the quality of the cleaning and engage our building contact(s) in their evaluation of services. These reports are always available for the City's inspection at any time.

Safeguard Services will also provide same day response time to any issues or complaints unless the task is too large to turn around in one day.

3. Training

Safeguard Services performs national criminal background checks as a normal part of our hiring procedure. All staff working in the facilities while children are present will undergo an additional level 2 background check prior to entering any facility as stipulated in the rfp.

All new hires are subject to a pre-employment criminal background check, a drug test, a two-step interview and orientation/training. The training is an interactive and documented approach to ensure employees understand chemical safety, usage and cleaning protocol. It is bilingual and is specifically tailored to the academic environment. On an annual basis, employees are required to complete three modules of the program. (See attached)



As required by federal government mandate, all applicants are screened for eligibility to work in the United States. We maintain current copies of their I-9 forms and identification cards. The City of Pembroke Pines has the right to examine our documentation upon request.

4. PROVISION OF CONSUMABLE SUPPLIES

Safeguard Services has included in the pricing section of the RFP the cost of expendable supplies. The price is based on the current consumption of each facility. Should the estimated amount be less than what it required, Safeguard understands that we have to provide the material at no additional cost to the City of Pembroke Pines. However, the request of additional dispensers may result in a modest cost adjustment





Bidsync

City of Pembroke Pines

A CLEANER AND BRIGHTER ENVIRONMENT

RIGHT ENVIRONMENT CLEANING EDUCATION

Department of Quality and Compliance





OBJECTIVES

At the conclusion of this training, you will be able to:

- ❖ Understand the reason behind what we do and “Your Role”
- ❖ Effectively know how to properly clean “Classroom”.
- ❖ Effectively know how to properly clean “Offices & Meeting Rooms”.
- ❖ Effectively know how to properly clean “Restrooms/Lockers Rooms”.
- ❖ Effectively know how to properly clean “Corridors”.
- ❖ Proper Uses of Approved Cleaning Chemicals.
- ❖ Work Safety

REASON BEHIND WHAT WE DO & YOUR ROLE



Providing a safe and clean environment students, faculty staff, and visitors...

- ❖ Improved Infection Prevention
- ❖ Improved Quality
- ❖ Improved Overall Appearance of Building

COMPETENCY TRAINING RECORD

Name: _____ EMPLOYEE TRAINING RECORD
 Instructor/Trainer: _____
 Employee #: _____



Date of Hire: _____ Healthcare Non-Healthcare

Competency	Date	Instructor	Employee	Date	Instructor	Employee
Daily Cleaning Procedures						
Patient Room (Discharged)						
Patient Room (Occupied)						
Operating/Surgical Suites						
Classrooms						
Restrooms						
Offices/Conference Rooms						
Elevators						
Equipment and Supplies						
Cleaning Products						
Personal Protective Equipment						
USP 797 Cleaning (Pharmacy)						
Hand Sanitation and gloving procedure						
Standard/Universal Precautions						
Chemical Safety/SDS						
Respirator Fit and use						
Medical Waste Handling						
General Waste Handling						
Body Mechanics/Lifting Techniques						
Proper use of equipment						
Electrical Safety						
Isolation Cleaning						
Standard Precautions						
Contact Isolation						
Droplet Isolation						
Airborne Isolation						
Personal protective equipment						
Burnishing						
Daily Cleaning Procedures						
Weekly Cleaning Procedures						
Project:						
Stripping						
Power Scrub						
Finish Application						
Burnishing						
Equipment						
Cleaning Products						

Competency	Date	Instructor	Employee	Date	Instructor	Employee
Daily Cleaning Procedures						
Weekly Cleaning Procedures						
Spot and Spill Removal						
Equipment						
Cleaning Products						
Personal Protective Equipment						

Competency	Date	Instructor	Employee	Date	Instructor	Employee
Polishing Procedure						
Daily Maintenance						
Purple Pad Usage						
Equipment						
Cleaning Products						
Personal Protective Equipment						

Competency	Date	Instructor	Employee	Date	Instructor	Employee
Disaster Procedures						
Fire Procedures - PASS and RACE						
HIPAA confidentiality						

Competency	Date	Instructor	Employee	Date	Instructor	Employee
Proper Uniform						
Identification Badge						

Name of Person Validating the Skills: _____
 Signature of Skills Validator: _____ Date: _____

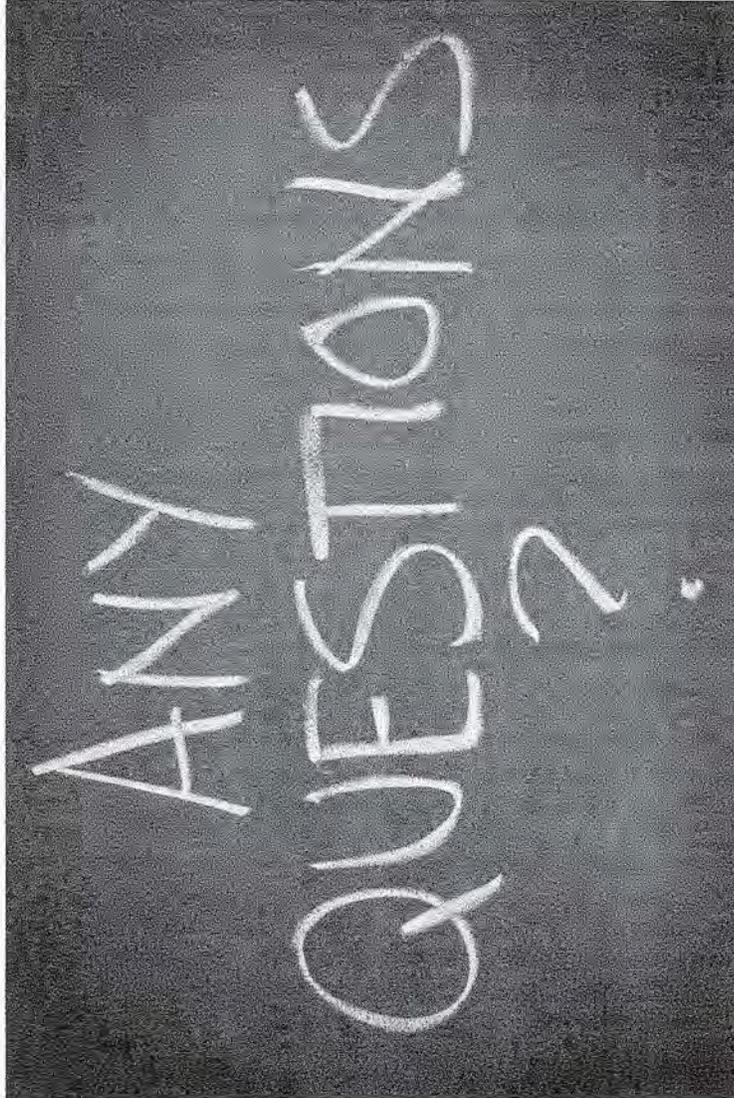
I received a copy of the Standardized Emergency Codes (Policy or Badge-Buddy).
 I understand the Emergency Code procedures for the hospital and my role in patient safety.
 I agree with this competency assessment.
 I will contact my supervisor, manager or director if I require additional training in the future.

Employee Signature: _____ Date: _____





Right Environment Cleaning -Education





- 1 Glass Cleaner
- 2 Disinfectant
- 3 All Purpose Cleaner
- 5 Carpet Care
- 9 Specialty Cleaner



The Clean✓ Classroom cleaning manual will guide you through proven procedures to ensure you get the job done right. In addition to initial training, the laminated Clean✓ cards should be used as routine cleaning checklists to reinforce these proper procedures.

The Six Steps of Daily Classroom Cleaning

- STEP ONE: Gather Supplies and Apply Personal Protective Equipment
- STEP TWO: Dust
- STEP THREE: Remove Trash
- STEP FOUR: Clean and Disinfect Surfaces
- STEP FIVE: Clean Glass
- STEP SIX: Vacuum or Hard Floor Care

Step One

Gather supplies and apply personal protective equipment



Gather necessary cleaning supplies as directed. Materials may include glass cleaner, disinfectant, all purpose cleaner, can liners, cleaning cloths and/or dusters, dust mop or vacuum, and any necessary personal protective gear, like protective eyewear and gloves.



Any time you clean with chemicals, make sure you use personal protective equipment, as directed on the Material Safety Data Sheets for the cleaning products being used.

Step Two

Dust



Begin cleaning the classroom by dusting furniture and other surfaces. When using a color-coded cloth system to prevent cross-contamination, select a green microfiber for dusting.

Start by dusting higher areas and items, then work your way down, folding your cloth as needed to provide a clean surface. Clean the entire area by working clockwise around the room.

Finally, empty pencil sharpeners and clean chalk trays by pushing the excess chalk into the wastebasket.

04/11



Step Three

Remove trash



First, clean up apparent litter prior to emptying trash. However, do not discard anything that is questionable. Empty all waste receptacles into the trashcan. If necessary, replace the liner. Be sure to place the receptacle in its original location.

3

Step Four

2

Damp wipe surfaces



Wet clean soiled surfaces that cannot be cleaned by dusting or those that need to be disinfected. Spray the appropriate Spartan disinfectant onto a clean cloth. If using a, color coded cloth system, use a red microfiber cloth for disinfecting procedures. Alternatively, you can use Spartan's convenient Hard Surface Disinfecting. Remove wipes at a 45 degree angle, and be sure to close canister when not in use.



High touch surfaces such as light switches, desks, tables, chairs, and drinking fountains will benefit routine cleaning and disinfecting. Use one wipe to remove soil and a second wipe to sanitize or disinfect. Remember when disinfecting, be sure the surface stays wet for the appropriate contact time listed on the product label.

Note: If blood or potentially infectious material is present, follow your site-specific exposure control plan.

1

Step Five

Clean glass



Next, spot clean all visible marks on interior windows and glass. Spray the cloth with your choice of Spartan glass cleaners. If you have a color-coded cloth system, use a blue microfiber cloth for glass cleaning. Be sure to clean mirrors and other reflective surfaces.



3 Step Six

Vacuum or hard floor care



Most classrooms have hard surface floors, you should routinely dust mop and damp mop. Some areas may have carpet and will need vacuuming. (The frequency of your routine cleaning will be communicated to you by your supervisor.)

Routine and Periodic Hard Floor Care and Carpet Care procedures are documented later in this training program.

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



PERIODIC CLASSROOM CLEANING

Some necessary cleaning tasks may be scheduled periodically. Your supervisor will set the schedule that is appropriate for your facility. These tasks may include:



Spot cleaning soiled walls



Removing graffiti from desks and walls



Cleaning chalkboards or whiteboards



Dusting hard to reach surfaces such as light fixtures and vents



ROUTINE CLEANING OF COMMON AREAS

Hallways and other common areas need routine cleaning as well. If these areas are carpeted, they need routine vacuuming. Hard floor surfaces need dust mopped and or damp mopped. You will also need to find and correct any gum and/or carpet spots.

Carpet

Vacuum the carpet starting in the area farthest from the entrance and work your way back. Use a pattern to cover all floor space. You want your efforts to result in carpets that are clean and free of visible dirt and debris.

Carpet Spot Removal

5 Step One

Select spotter



It is important to remove carpet spots as soon as possible. First, identify the spot then select the most appropriate spotter for the job. Follow directions on the product's label.

5 Step Two

Blot



Blot up the spot with an absorbent cloth.

5 Step Three

Apply spot remover



Apply spotter to the area to be cleaned. If using a trigger sprayer, spray the product from the outside edge toward the center. Be careful not to over wet the spot.

04/11



Step Four

Blot and rub



To keep the spot from spreading, blot and rub the spot from the outside edge of the spot toward the center.



Step Five

Repeat spotter application



If necessary, spray again, and let the product set for a few minutes. Blot again with an absorbent cloth.



Step Six

Dry



Flush away the remaining spray with water, using a trigger sprayer. Blot dry.

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



Gum Removal



Step One

Scrape

Use a scraper to remove as much of it as possible



Step Two

Freeze remaining gum

Spray with Spartan's Chewing Gum Remover, holding the can at a 45-degree angle and using short, quick bursts until the substance is frozen solid.



Step Three

Remove frozen matter

Chip or scrape off frozen matter using a bone knife or scraper. Repeat these steps, if necessary, to remove all matter from the floor.



Step Four

Vacuum

Use your vacuum and attachments to remove all particles from the floor.



Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



Hard Floor Care

Where classrooms, office space, corridors or common areas have hard surface floors, you should routinely dust mop and damp mop. Routine floor cleaning is imperative for proper risk management.

Dust Mop

- STEP ONE: Remove furniture
- STEP TWO: Sweep out corners and crevices
- STEP THREE: Spray dust mop
- STEP FOUR: Dust mop floor
- STEP FIVE: Pick up soil and debris
- STEP SIX: Vacuum dust mop



Step One

Remove Furniture



Remove all movable furniture and floor mats from the area to be cleaned.



Step Two

Sweep out corners and crevices



Use a broom or counter brush to sweep corners and crevices. Pick up visible soil with a dust pan and dispose of any debris before you begin to dust mop the area.



Step Three

Spray dust mop



Next, spray the dust mop with Spartan's Dust Mop/Dust Cloth Treatment.



Step Four

Dust Mop Floor



Begin by pushing the mop directly ahead while walking forward. At the end of each pass, pivot your mop without lifting it off the floor. Return the same way you came, making a two-or three-inch overlap. Dust mop the entire floor.



Step Five

Pick up soil and debris



Once the entire area has been dust mopped, use your counter brush and dust pan to pick up any remaining debris, and discard it into the trash receptacle.



Step Six

Vacuum or wash dust mop



Vacuum out dust mop. If using a microfiber system, you should periodically machine wash the microfiber pads. Do not machine dry these items. Return all equipment to storage.

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



Damp Mop

- STEP ONE: Perform complete dust mop procedure
- STEP TWO: Place wet floor signs
- STEP THREE: Prepare neutral cleaner and gather supplies
- STEP FOUR: Damp mop
- STEP FIVE: Replace mats and furniture, and remove wet floor signs
- STEP SIX: Clean and return equipment to storage area



Step One

Perform complete dust mop procedure



Follow the steps on your Daily Cleaning, Dust Mop Checklist prior to damp mopping.



Step Two

Place wet floor signs



Place wet floor signs at every entrance.



3 Step Three

Prepare neutral cleaner and gather supplies



You will need to gather additional supplies for the damp mop procedure. First, fill a mop bucket with neutral cleaner, using your Spartan dispensing system to ensure chemical safety and accurate dilution. Also, when using a microfiber system as shown here, select a blue or green mop for all-purpose cleaning.



Step Four

Damp mop



Begin by dipping your mop into the solution compartment and wringing it out. When mopping an area, start at the farthest corner and work backward, toward the entrance. Be sure to keep your mop bucket on the unmopped portion of the floor.



As your microfiber mop becomes heavily soiled, submerge the collapsed mop head into the rinse compartment and agitate to loosen any soil. Then, wring your mop by hanging the collapsed mop inside the wringer compartment and pushing down on the wringer handle. Finally, submerge the mop into the clean solution compartment and wring it again. Reopen the mop frame and lock into place.

Continue this process until the entire area is completely cleaned.

Step Five

Replace mats and furniture and remove wet floor signs



When the floor is completely dry, remove wet floor signs from all entrances. Then, return any entry mats or furniture that had been removed from the area.

Step Six

Clean and return equipment to storage room



Finally, clean your equipment and return it to its proper storage place. These tasks may include:

- Clean your dust mop by vacuum or machine wash;
- Rinse out or wash wet mop heads; and
- Empty and rinse the mop bucket

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



- 1 Glass Cleaner
- 2 Disinfectant
- 3 All Purpose Cleaner
- 4 Air Freshener
- 9 Specialty Cleaner



You only get one chance to create a good first impression. This is especially true when talking about your building's restrooms. ... Restrooms are representative of the overall health and cleanliness of a building, and require a systematic approach to cleaning that maintains a healthy and odor-free environment.

The CleanCheck Restroom manual will guide you through daily and periodic restroom cleaning. In addition to initial training, the laminated CleanCheck cards should be used as routine cleaning checklists to reinforce these proper procedures.

The Eight Steps of Daily Restroom Cleaning

- Step One: Gather Supplies and Apply Personal Protective Equipment
- Step Two: Pick up Debris and Sweep Floor
- Step Three: Disinfect Surfaces
- Step Four: Replenish Supplies
- Step Five: Clean Glass
- Step Six: Complete Hard Surface Disinfections
- Step Seven: Empty Trash
- Step Eight: Damp Mop/Disinfect Floors

Step One

Gather supplies and apply personal protective equipment



Gather necessary cleaning supplies as directed. Materials may include glass cleaner, disinfectants, specialty product, can liners, paper products, microfiber cloths, paper towels, broom and dust pan, swab-type toilet bowl brush, duster or dusting cloths, mop and bucket, and "Wet Floor" or "Out-of-Service" signs.



Anytime you clean with chemicals, make sure you use personal protective equipment, as directed on the Material Safety Data Sheets for the products being used.



After gathering supplies, fill the mop bucket using your Spartan dispensing system to ensure chemical safety and accurate dilution. Next, place a "Wet Floor" sign outside of the restroom. If possible, also use a sign to indicate the restroom is closed for cleaning.

12/10



Step Two

Pick up debris and sweep floor



Begin by picking up any obvious trash or debris from the counters and floor. If you are scheduled for periodic high-dusting, this task should be completed at this time as well.



Next, sweep the floor, starting from the farthest point from the entrance and working your way out. Sweep debris into a dustpan and empty into the trash.

2 Step Three

Disinfect surfaces



Using a spray bottle and the Spartan disinfectant of your choice, spray: Soap and towel dispensers; Door knobs and light switches; Sinks, faucets and countertops; Walls and partitions around toilets and urinals; and Outside of toilets and urinals, including the toilet tank, toilet seat, flush handles and stall door latches. Do not forget to clean under these surfaces as well.



When disinfecting toilets and urinals, first flush them to be sure they are working properly. Inside the toilet bowl, use a bowl swab to remove the water from the bowl by forcing it over the trap. Press the bowl swab against the side of the bowl to remove excess water from the applicator. Then, apply 1 to 2 ounces of restroom cleaner evenly onto the swab mob. Swab the entire surface area, especially under the rim where the water outlets are located. Do not flush.



For urinals: Remove any screens or blocks and follow the same procedure. Do not flush.

Allow all surfaces to remain wet according to directions on the product label. We will come back to these surfaces in step six.

Step Four

Replenish supplies



Next, refill or replace hand soap, towels, toilet tissue, and hygiene products where needed. Adequate supplies are a very important part of a user-friendly restroom!

You should also be sure to verify that all dispensers are working properly, and make any adjustments or maintenance calls as necessary.



1 Step Five

Clean Glass



Next, you will clean the mirrors. Use the Spartan glass cleaner of your choice and your preferred cleaning tool such as paper towels or, as seen here, a clean, lint-free microfiber cloth. When utilizing a color-coded system, use a blue cloth for glass cleaning. Hold the bottle 8 to 10 inches away from the surface. Spray in an even pattern and wipe dry with your cloth or paper towel. Remember to turn your cloth or towel frequently so that the clean side is always in use.

2 Step Six

Complete hard surface disinfection



After checking your product's label to ensure that the appropriate amount of time has passed, use several clean damp cloths to wipe all the surfaces you sprayed previously with disinfectant.



You will also want to complete the cleaning and disinfecting of toilets and urinals. First, swab the inside of each toilet again and flush the toilet. Then, use your cloth to wipe the outside of the toilet, including the handle, tank, seat and base. Repeat this procedure with the urinals.

Step Seven

Empty all trash



Empty all trash containers, as well as feminine hygiene product disposal bins. When emptying trash, tie the liner closed and carefully lift it out of the basket. Then place this bag in the trash container on your cleaning cart. Finally, spot clean and disinfect receptacles as needed, or as periodically directed by your supervisor.



2 Step Eight

Damp mop/disinfect floors



If matting is present on the floor, remove it before mopping. Next, select a red pad, when using a microfiber system like the one shown here, for damp-mop disinfecting hard floor surfaces.



Begin by dipping your mop into the solution compartment and wringing it out. When mopping an area, start at the farthest corner and work backwards toward the entrance. Be sure to also keep your mop bucket on the unmopped portion of the floor.



As your microfiber mop becomes heavily soiled, submerge the collapsed mop head into the rinse compartment and agitate to loosen any soil. Then, wring your mop by hanging the collapsed mop inside the wringer compartment and pushing down on the wringer handle.



Finally, submerge the mop into the clean solution compartment and wring it again. Reopen the mop frame and lock into place. Continue this process until the entire area is complete. Be sure to follow the instructions on the product label for adequate contact time for disinfecting floors.

Always review your work before leaving the area. When the floor is completely dry, remove the wet floor signs and re-open the restroom for use. Remember to return all equipment to its storage area, and clean your equipment as necessary.

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



Periodic Restroom Cleaning

Almost all restrooms will need some additional cleaning tasks completed periodically. Your supervisor will determine and communicate the schedule for procedures that need completed. These may include:



High- dust vents, light fixtures and other building surfaces.



Prevent odors and maintain clear drains with Consume products.



Remove tough stains and de-scale toilets and urinals with a more aggressive Spartan bowl cleaner.



Clean and disinfect inside of trash containers and disposal bins.



- 1 Glass Cleaner
- 2 Disinfectant
- 3 All Purpose Cleaner
- 4 Air Freshener
- 5 Carpet Care
- 9 Specialty Cleaner



The Clean✓Office cleaning manual will guide you through proven procedures to ensure you get the job done right. In addition to initial training, the laminated Clean✓ cards should be used as routine cleaning checklists to reinforce these proper procedures.

Clean✓'s six-step procedure organizes the work into the proper sequence for maximum efficiency. These steps can be applied to almost any type of office environment.

The Six Steps of Daily Office Cleaning

- STEP ONE: Gather Supplies and Apply Personal Protective Equipment
- STEP TWO: Dust
- STEP THREE: Damp Wipe Surfaces
- STEP FOUR: Clean Glass
- STEP FIVE: Remove Trash
- STEP SIX: Vacuum or Hard Floor Care

Step One

Gather supplies and apply personal protective equipment



Gather necessary cleaning supplies as directed. Materials may include glass cleaner, disinfectant, all purpose cleaner, can liners, cleaning cloths and/or dusters, dust mop or vacuum, and any necessary personal protective gear, like protective eyewear and gloves.



Any time you clean with chemicals, make sure you use personal protective equipment, as directed on the Material Safety Data Sheets for the cleaning products being used.

Step Two

Dust



Begin cleaning the office by dusting furniture and other surfaces. When using a color-coded cloth system to prevent cross-contamination, select a green microfiber for dusting.

Start by dusting higher areas and items, then work your way down, folding your cloth as needed to provide a clean surface. Clean the entire area by working clockwise around the room. Only move items that are easily returned to their original position.



3

Step Three

2

Damp wipe surfaces



You should damp clean surfaces that are too heavily soiled for simple dusting. Spray your dust cloth with the appropriate Spartan cleaner by holding the product 6 to 8 inches from the cloth and spraying lightly over the entire cloth surface.



High-touch surfaces need to be damp wiped and disinfected. Start by spraying a clean, lint-free cloth with the Spartan disinfectant of your choice. With a color coded system, use a red microfiber cloth for disinfecting applications. Examples of high-touch surfaces include light switches, door handles...and telephones, where routine disinfecting is important to minimize the spread of communicable disease.

Be certain to maintain product on the surface for the recommended amount of time, as directed on the product label.

1

Step Four

Clean glass



Next, SPOT clean all visible marks on interior windows and glass. If you have a color-coded cloth system, use a blue microfiber cloth for glass cleaning. Spray surfaces directly with your choice of Spartan glass cleaners, and always dry with a clean, lint-free, cloth or paper towel. Also clean mirrors, picture frames and other reflective surfaces.

1

Step Five

Remove trash



First, clean up apparent litter prior to emptying trash. However, do not discard anything that is questionable. Empty all waste receptacles into the trashcan. If necessary, replace the liner...it is also a good idea to store a few additional liners in the bottom of the waste receptacle. Be sure to place the receptacle in its original location.



3 Step Six

Vacuum or hard floor care



Most office areas are carpeted and need routine vacuuming. The frequency of your routine cleaning will be communicated to you by your supervisor.

When vacuuming, start at the section that is the farthest into the area from the doorway or entry, then work your way back out of the area. Vacuum in a consistent, linear pattern. Make sure to cover the entire area.

You should spend more time on high-traffic or heavily soiled areas, including picking up any remaining visible debris by hand. More detailed Carpet procedures are provided in the Carpet training section.



Some areas may have hard floors and need to be dust mopped and/or damp mopped. Routine and Periodic Hard Floor Care procedures are documented later in this training program.

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



PERIODIC OFFICE CLEANING

Some necessary cleaning tasks may be scheduled periodically. Your supervisor will set the schedule that is appropriate for your facility. These tasks may include:



Damp dusting high furniture surfaces, such as bookshelves and wall hangings



Dusting light fixtures with a duster.



Dusting vents



Vacuuming cloth furniture



ROUTINE CLEANING OF COMMON AREAS

Hallways and other common areas need routine cleaning as well. If these areas are carpeted, they need routine vacuuming. Hard floor surfaces need dust mopped and/ or damp mopped. You will also need to find and correct any gum and/or carpet spots.

Carpet

Vacuum the carpet starting in the area farthest from the entrance and work your way back. Use a pattern to cover all floor space. You want your efforts to result in carpets that are clean and free of visible dirt and debris.

Carpet Spot Removal

5 Step One

Select spotter



It is important to remove carpet spots as soon as possible. First, identify the spot then select the most appropriate spotter for the job. Follow directions on the product's label.

5 Step Two

Blot



Blot up the spot with an absorbent cloth.

5 Step Three

Apply spot remover



Apply spotter to the area to be cleaned. If using a trigger sprayer, spray the product from the outside edge toward the center. Be careful not to over wet the spot.

12/10



Step Four

Blot and rub



To keep the spot from spreading, blot and rub the spot from the outside edge of the spot toward the center.

5 Step Five

Repeat spotter application



If necessary, spray again, and let the product set for a few minutes. Blot again with an absorbent cloth.

Step Six

Dry



Flush away the remaining spray with water, using a trigger sprayer. Blot dry.

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



Gum Removal



Step One

Scrape



Use a scraper to remove as much of it as possible



5 Step Two

Freeze remaining gum



Spray with Spartan's Chewing Gum Remover, holding the can at a 45-degree angle and using short, quick bursts until the substance is frozen solid.



Step Three

Remove frozen matter



Chip or scrape off frozen matter using a bone knife or scraper. Repeat these steps, if necessary, to remove all matter from the floor.



Step Four

Vacuum



Use your vacuum and attachments to remove all particles from the floor.

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



Hard Floor Care

Where office space, corridors or common areas have hard surface floors, you should routinely dust mop and damp mop. Routine floor cleaning is imperative for proper risk management.

Dust Mop

- STEP ONE: Remove furniture
- STEP TWO: Sweep out corners and crevices
- STEP THREE: Spray dust mop
- STEP FOUR: Dust mop floor
- STEP FIVE: Pick up soil and debris
- STEP SIX: Vacuum dust mop



Step One

Remove Furniture



Remove all movable furniture and floor mats from the area to be cleaned.



Step Two

Sweep out corners and crevices



Use a broom or counter brush to sweep corners and crevices. Pick up visible soil with a dust pan and dispose of any debris before you begin to dust mop the area.



Step Three

Spray dust mop



Next, spray the dust mop with Spartan's Dust Mop/Dust Cloth Treatment.



Step Four

Dust Mop Floor



Begin by pushing the mop directly ahead while walking forward. At the end of each pass, pivot your mop without lifting it off the floor. Return the same way you came, making a two-or three-inch overlap. Dust mop the entire floor.



Step Five

Pick up soil and debris



Once the entire area has been dust mopped, use your counter brush and dust pan to pick up any remaining debris, and discard it into the trash receptacle.



Step Six

Vacuum or wash dust mop



Vacuum out dust mop. If using a microfiber system, you should periodically machine wash the microfiber pads. Do not machine dry these items. Return all equipment to storage.

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



Damp Mop

- STEP ONE: Perform complete dust mop procedure
- STEP TWO: Place wet floor signs
- STEP THREE: Prepare neutral cleaner and gather supplies
- STEP FOUR: Damp mop
- STEP FIVE: Replace mats and furniture, and remove wet floor signs
- STEP SIX: Clean and return equipment to storage area



Step One

Perform complete dust mop procedure



Follow the steps on your Daily Cleaning, Dust Mop Checklist prior to damp mopping.



Step Two

Place wet floor signs



Place wet floor signs at every entrance.



Step Three

Prepare neutral cleaner and gather supplies



You will need to gather additional supplies for the damp mop procedure. First, fill a mop bucket with neutral cleaner, using your Spartan dispensing system to ensure chemical safety and accurate dilution. Also, when using a microfiber system as shown here, select a blue or green mop for all-purpose cleaning.



Step Four

Damp mop



Begin by dipping your mop into the solution compartment and wringing it out. When mopping an area, start at the farthest corner and work backward, toward the entrance. Be sure to keep your mop bucket on the unmopped portion of the floor.



As your microfiber mop becomes heavily soiled, submerge the collapsed mop head into the rinse compartment and agitate to loosen any soil. Then, wring your mop by hanging the collapsed mop inside the wringer compartment and pushing down on the wringer handle. Finally, submerge the mop into the clean solution compartment and wring it again. Reopen the mop frame and lock into place.

Continue this process until the entire area is completely cleaned.



Step Five

Replace mats and furniture and remove wet floor signs



When the floor is completely dry, remove wet floor signs from all entrances. Then, return any entry mats or furniture that had been removed from the area.



Step Six

Clean and return equipment to storage room



Finally, clean your equipment and return it to its proper storage place. These tasks may include:

- Clean your dust mop by vacuum or machine wash;
- Rinse out or wash wet mop heads; and
- Empty and rinse the mop bucket

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



- 3 All Purpose Cleaner
- 7 Stripper
- 8 Finish/Seal
- 9 Specialty Cleaner



The Clean✓Hard Floor Care cleaning manual will guide you through proven procedures to ensure you get the job done right. In addition to initial training, the laminated Clean✓ cards should be used as routine cleaning checklists to reinforce these proper procedures.

Clean✓'s easy-to-follow Hard Floor Care procedures organize the work into the proper sequence for maximum efficiency. These steps can be applied to almost any hard floor that needs to be cleaned and maintained.

Routine Cleaning: Dust Mop

- STEP ONE: Gather Supplies and Apply Personal Protective Equipment
- STEP TWO: Remove Furniture
- STEP THREE: Sweep Out Corners and Crevices
- STEP FOUR: Spray Dust Mop
- STEP FIVE: Dust Mop Floor
- STEP SIX: Pick Up Soil and Debris
- STEP SEVEN: Vacuum Dust Mop



Step One

Gather supplies and apply personal protective equipment



Gather necessary cleaning supplies, as directed, for the hard floor care procedures you will perform during your shift. Equipment and products may include: dust mop treatment, dust mop, broom or counter brush, scraper or putty knife, and any necessary personal protective gear, like protective eyewear and gloves.



Anytime you clean with chemicals, make sure you use personal protective equipment, as directed on the Material Safety Data Sheets for the cleaning products being used.



Step Two

Remove furniture



Remove all movable furniture and floor mats from the area to be cleaned.

12/10



Step Three

Sweep out corners and crevices



Use a broom or counter brush to sweep corners and crevices. Pick up visible soil with a dust pan and dispose of any debris before you begin to dust mop the area.

9 Step Four

Spray dust mop



Next, spray the dust mop with Dust Mop/Dust Cloth Treatment.

Step Five

Dust mop Floor



Begin by pushing the mop directly ahead while walking forward. At the end of each pass, pivot your mop without lifting it off the floor. Return the same way you came, making a two- or three-inch overlap. Dust mop the entire floor.

Step Six

Pick up soil and debris



Once the entire area has been dust mopped, use your counter brush and dust pan to pick up any remaining debris, and discard it into the trash receptacle.

Step Seven

Vacuum dust mop



Vacuum out dust mop and return all equipment to storage

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



Wet Cleaning

Depending on the area to be cleaned, your supervisor may have you wet clean the floor with a damp mop or auto scrubber.

Routine Cleaning: Damp Mop

- STEP ONE: Perform Complete Dust Mop Procedure
- STEP TWO: Place "Wet Floor" Signs
- STEP THREE: Prepare Neutral Cleaner and Gather Supplies
- STEP FOUR: Damp Mop: Flat Mop System
- STEP FIVE: Replace Mats and Furniture, and Remove Wet Floor Signs
- STEP SIX: Clean and Return Equipment to Storage Area

Step One

Perform complete dust mop procedure

Follow the steps on your Routine Cleaning: Dust Mop Checklist.



Step Two

Place "Wet Floor" signs

Place "Wet Floor" signs at every entrance of the area being cleaned.



3 Step Three

Prepare neutral cleaner and gather supplies

You will need to gather additional supplies for the damp mop procedure. First, fill a mop bucket with neutral cleaner solution, using your Spartan dispensing system to ensure chemical safety and accurate dilution. Also, when using a microfiber system, select a blue or green mop for all-purpose cleaning.





Step Four

Damp mop: flat mop system



Begin by dipping your mop into the solution compartment and wringing it out. When mopping an area, start at the farthest corner and work backward, toward the entrance. Be sure to also keep your mop bucket on the unmopped portion of the floor.



As your microfiber mop becomes heavily soiled, submerge the collapsed mop head into the rinse compartment and agitate to loosen any soil. Then, wring your mop by hanging the collapsed mop inside the wringer compartment and pushing down on the wringer handle. Finally, submerge the mop into the clean solution compartment and wring it again. Reopen the mop frame and lock into place.

Continue this process until the entire area is completely cleaned.

Step Five

Replace mats and furniture and remove "Wet Floor" signs



When the floor is completely dry, remove "Wet Floor" signs from all entrances. Then, return any furniture that had been removed from the area.

Step Six

Clean and return equipment to storage room



Finally, clean your equipment and return it to its proper storage place. These tasks may include:

- Clean your dust mop by vacuum or machine wash;
- Rinse out or wash wet mop heads; and
- Empty and rinse the mop bucket

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



Routine Cleaning: Autoscrub

- STEP ONE: Perform Complete Dust Mop Procedure
- STEP TWO: Place "Wet Floor" Signs
- STEP THREE: Fill Autoscrubber
- STEP FOUR: Autoscrub Floor
- STEP FIVE: Replace Mats and Furniture, and Remove "Wet Floor" Signs
- STEP SIX: Clean and Return Equipment to Storage Area

Step One

Perform complete dust mop procedure



Follow the steps on your Routine Cleaning: Dust Mop Checklist.

Step Two

Place "Wet Floor" signs



Place "Wet Floor" signs at every entrance.

Step Three

Fill autoscrubber



First, check to make sure your pad (red or white) or soft bristle brush and squeegee are clean before operating the auto scrubber. Begin by filling the auto scrubber with fresh water and the correct amount of neutral cleaner.



Step Four

Autoscrub floor



Be sure to scrub the floor with overlapping passes. If a trail of solution is left, be sure mop it up with your mop before leaving the area.

Step Five

Replace mats and furniture and remove "Wet Floor" signs



When the floor is completely dry, remove "Wet Floor" signs from all entrances. Then, return any furniture that had been removed from the area.

Step Six

Clean and return equipment to storage room



Finally, clean your equipment and return it to its proper storage place. These tasks may include:

- Clean your dust mop by vacuum or machine wash;
- Rinse out or wash wet mop heads; and
- Empty and rinse the autoscrubber

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



Interim Gloss Restoration & Protection

Depending on the amount of foot traffic and other expectations for your floor, you may choose to high speed burnish, spray buff or apply floor finish restorer to protect your floor.

Gloss Protection: High Speed Burnish

- STEP ONE: Gather Supplies and Apply Personal Protective Equipment
- STEP TWO: Dust Mop
- STEP THREE: Wet Clean Floor
- STEP FOUR: High Speed Burnish the Floor
- STEP FIVE: Clean and Return Equipment to Storage Area

Step One

Gather supplies and apply personal protective equipment



Gather necessary cleaning supplies as directed. Equipment and products may include: neutral floor cleaner, floor finish restorer, high speed burnisher, burnishing pads, dust mop, dust mop treatment, wet floor signs, mop bucket and wringer, and any necessary personal protective gear, like protective eyewear and gloves.



Anytime you clean with chemicals, make sure you use personal protective equipment, as directed on the Material Safety Data Sheets for the cleaning products being used.

Step Two

Perform complete dust mop procedure



Follow the steps on your Routine Cleaning: Dust Mop Checklist.



Step Three

Perform complete damp mop/autoscrub procedure



Wet clean the floor by following the steps on your Routine Cleaning: Damp Mop or Autoscrub Checklist.

Step Four

High speed burnish the floor



For high speed burnishing applications, make sure the floor is completely dry after wet cleaning. Then, place the appropriate high speed pad on your machine. Starting along the baseboard at the farthest point from the entrance bring the machine up to speed then contact the floor with the pad, push the High Speed or Ultra High Speed machine forward.



Move in a straight line and overlap each pass. Remember to raise the machine before turning at the end of the pass. Do not stay on the same area for too long. Continue this process until the entire area has been burnished.

Dust mop the floor after you have completed burnishing.

Step Five

Clean and return equipment to storage room



Finally, clean your equipment and return it to its proper storage place. These tasks may include:

- Clean your dust mop by vacuum or machine wash; and
- Remove the pad and pad drive from the burnisher

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



Gloss Protection: Spray Buff

- STEP ONE: Gather Supplies and Apply Personal Protective Equipment
- STEP TWO: Perform Complete Dust Mop Procedure
- STEP THREE: Wet Clean Floor
- STEP FOUR: Spray Buff the Floor
- STEP FIVE: Clean and Return Equipment to Storage Area

Step One

Gather supplies and apply personal protective equipment



Gather necessary cleaning supplies as directed. Equipment and products may include: spray buff, low speed floor machine, floor pads, dust mop, wet floor signs, mop bucket and wringer, and any necessary personal protective gear, like protective eyewear and gloves.



Anytime you clean with chemicals, make sure you use personal protective equipment, as directed on the Material Safety Data Sheets for the cleaning products being used.

Step Two

Perform complete dust mop procedure



Follow the steps on your Routine Cleaning: Dust Mop Checklist.

Step Three

Perform complete damp mop/autoscrub procedure



Wet clean the floor by following the steps on your Routine Cleaning: Damp Mop or Autoscrub Checklist.



8 Step Four

Spray buff the floor



For spray buff applications, prepare your solution as directed on the product label, or choose a Ready-to-Use product, as shown here. Then, select a red or white pad for your low-speed, floor machine. Lightly spray a 3 by 3 area on the side of the machine, and buff the area until the product is dry.



Continue this process until the entire area has been spray buffed. Remember to turn the pad frequently to avoid product loading on the pad. Finish by dust mopping the area.

Step Five

Clean and return equipment to storage room



Finally, clean your equipment and return it to its proper storage place. These tasks may include:

- Clean your dust mop by vacuum or machine wash; and
- Remove the pad and pad drive from the burnisher
- Rinse pad and dispose of it when it does not clean up.

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



Gloss Protection: Floor Finish Restorer

- STEP ONE: Gather Supplies and Apply Personal Protective Equipment
 STEP TWO: Dust Mop
 STEP THREE: Wet Clean Floor
 STEP FOUR: Restore Floor
 STEP FIVE: Clean and Return Equipment to Storage Area

Step One

Gather supplies and apply personal protective equipment



Gather necessary cleaning supplies as directed. Equipment and products may include: floor finish restorer, high speed burnisher, burnishing pads, dust mop, wet floor signs, mop bucket and wringer, finish mop, and any necessary personal protective gear, like protective eyewear and gloves.



Anytime you clean with chemicals, make sure you use personal protective equipment, as directed on the Material Safety Data Sheets for the cleaning products being used.

Step Two

Perform complete dust mop procedure



Follow the steps on your Routine Cleaning, Dust Mop Checklist.

Step Three

Perform complete damp mop/autoscrub procedure



Wet clean the floor by following the steps on your Routine Cleaning, Damp Mop or Autoscrub Checklist.



8 Step Four

Restore floor



Be certain that the floor is clean and dry before you apply floor finish restorer. When using a conventional mop-on process, begin by lining an empty mop bucket. When using a designated microfiber floor finish application system, liners are not necessary.



Dilute the floor finish restorer as directed on the product label. Dip a clean finish mop into the floor finish restorer and wring it out. Then, start mopping at the farthest corner from the entrance. In six- to eight-foot sections, apply a thin coat of floor restorer in a figure-eight motion. Rewet your mop as needed. Allow the restorer to dry thoroughly and burnish or buff the floor as necessary.



Alternatively, if there is a large area to be restored, you may consider using an auto scrubber to save labor costs. First, check to make sure your pad or brush and squeegee are in place prior to operating the auto scrubber. Then, fill the auto scrubber with fresh water and the correct amount of the proper floor finish restorer.



Be sure to use overlapping passes with your auto scrubber as you cover the entire area. Remember to allow the restorer to dry thoroughly and burnish or buff as necessary.

Step Five

Clean and return equipment to storage room



When the floor is completely dry, remove "Wet Floor" signs from all entrances. Then, return any furniture that had been removed from the area.

Finally, clean your equipment and return it to its proper storage place. These tasks may include:

- Clean your dust mop by vacuum or machine wash;
- Empty and rinse the mop bucket or auto scrubber; and
- Remove the pad and pad drive from the burnisher.
- Rinse pad and dispose of when it does not clean up.

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



Interim Floor Care: Top Scrub & Recoat

STEP ONE:	Gather Supplies and Apply Personal Protective Equipment
STEP TWO:	Dust Mop
STEP THREE OPTION 1:	Top Scrub: Autoscrub
STEP THREE OPTION 2:	Top Scrub: Low-Speed Floor Machine
STEP FOUR:	Recoat Floor
STEP FIVE:	Clean and Return Equipment to Storage Area

Step One

Gather supplies and apply personal protective equipment



Gather necessary cleaning supplies as directed. Equipment and products may include: top scrub cleaner, floor finish, a low-speed floor machine with the proper scrubbing pad, 2 buckets with wringers, 2 color-coded mops (of different colors), a wet/dry vacuum, clean white cloths, "Wet Floor" signs, dust mop, and any necessary personal protective gear, like protective eyewear, foot coverings and gloves.



Anytime you clean with chemicals, make sure you use personal protective equipment, as directed on the Material Safety Data Sheets for the cleaning products being used.

Step Two

Perform complete dust mop procedure



Follow the steps on your Routine Cleaning: Dust Mop Checklist.

Then, depending on the area to be cleaned, your supervisor will direct you to top scrub the floor with an auto scrubber or low-speed floor machine.



3 Step Three Option 1

Top scrub: autoscrub



If you have a large area to be scrubbed, use an auto scrubber to improve your productivity.



To prevent injury, place a "Wet Floor" sign at each entrance of the area to be cleaned. Fill your auto scrubber with properly diluted top scrub cleaner. Using your auto scrubber and the desired pad, scrub the floor. Pick up the dirty solution and rinse the floor with clean water. Repeat this process as necessary until all embedded soils are removed.



Continue this procedure until the entire floor has been top scrubbed.

Finally, wipe all baseboards with clean water, and allow all areas to dry thoroughly.

3 Step Three Option 2

Top scrub: low-speed floor machine



If you have a smaller area to scrub and recoat, you will likely deep scrub with a low-speed floor machine and a wet/dry vacuum.



To prevent injury, place a "Wet Floor" sign at each entrance of the area to be cleaned. Next, dilute the top scrub cleaner, as directed, in one mop bucket. Apply the solution to a 10 by 10 area. Allow the solution to remain on the floor for 5 minutes. Then, using your low-speed floor machine and the desired pad, scrub the floor.



Pick up the dirty solution with your wet/dry vac.

Then, damp mop rinse the area with clean water.



Continue this procedure in 10 by 10 sections, until the entire floor has been top scrubbed.

Finally, wipe all baseboards with clean water, and allow all areas to dry thoroughly.



8 Step Four

Recoat floor



After your top scrub application is complete and the floor is dry, apply the desired number of coats of floor finish. When using a conventional string finish mop, begin by pouring the finish into a clean, lined mop bucket. When using a designated microfiber floor finish application system as shown here, liners are not necessary. Saturate the mop head and wring it out.



Start at the farthest corner from the door, and frame a 10 by 8 area with your mop.



Fill in the area using a figure-eight pattern, turning the mop frequently, and applying the finish all the way to the baseboard.



Work backward, toward the door and continue working side by side, in sections, until the entire area is finished. Apply additional coats of floor finish if necessary. Be certain that you allow the finish to dry thoroughly after applying each coat.

Step Five

Clean and return equipment to storage room



When the floor is completely dry, remove "Wet Floor" signs from all entrances. Then, return any furniture that had been removed from the area.

Finally, clean your equipment and return it to its proper storage place. Be sure to follow local regulations when disposing of remaining floor care chemicals.

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.



Complete Strip out, Seal & Finish

- STEP ONE: Gather Supplies and Apply Personal Protective Equipment
- STEP TWO: Dust Mop
- STEP THREE: Strip and Rinse
- STEP FOUR: Seal and Finish
- STEP FIVE: Clean and Return Equipment to Storage Area



Step One

Gather supplies and apply personal protective equipment



Gather necessary cleaning supplies as directed. Equipment and products may include: stripping product, neutralizer, gum remover, baseboard cleaner, floor sealer, floor finish, "Wet Floor" signs, dust mop and vacuum, doodlebug, putty knife, dust pan and brush, single-disc floor machine, wet mops and finish mops, mop buckets and wringer, and any necessary personal protective gear, like protective eyewear, foot covering and gloves.



Anytime you clean with chemicals, make sure you use personal protective equipment, as directed on the Material Safety Data Sheets for the cleaning products being used.



Step Two

Perform complete dust mop procedure



Follow the steps on your Routine Cleaning, Dust Mop Checklist.



7 Step Three

Strip and rinse



After dust mopping, protect thresholds to contain stripping solution. You may also choose to protect cabinetry or other stationary furniture by applying painter's tape along the edges. To prevent injury, place a "Wet Floor" sign at each entrance of the area to be cleaned.



Next, prepare the floor stripper product as directed. Carefully apply baseboard stripper to the baseboards and 3 inches of the floor's edge. Let the baseboard stripper set for 2 to 3 minutes then...

...agitate the baseboard and floor edge with a doodlebug.



Rinse the baseboard and overspray the area with clean water.



Then, apply the stripper solution with a mop onto a manageable 10 by 10 area of the floor and let it set for 5 to 10 minutes. Be certain to keep the stripper wet.



Using your single-disc floor machine and a clean stripping pad, scrub the floor.



Next, pick up the dirty solution using a wet/dry vacuum or auto scrubber. Repeat this process until the entire floor is stripped.

If your stripper product requires it, apply neutralizer liberally to the floor with mop. Pick up the solution with a wet/dry vac.

Rinse the floor well with clean water.



8

Step Four

Seal and Finish



Before recoating, make sure that your floor is completely dry.

When using a designated microfiber floor finish application system as shown here, liners are not necessary. When using a conventional string finish mop, pour the floor sealer into a clean, lined mop bucket.



Saturate your mop head and wring it out. Then, start at the farthest corner from the door and frame a 10 by 8 area with your mop.



Fill in the area using a figure-eight pattern, turning the mop frequently, and applying the sealer all the way to the baseboard.

Work backward toward the door and continue working side by side, in sections, until the entire area is sealed.

Step Five

Clean and return equipment to storage room



When the floor is completely dry, remove "Wet Floor" signs from all entrances. Then, return any furniture that had been removed from the area.

Finally, clean your equipment and return it to its proper storage place. These tasks may include:

- Properly dispose of unused floor stripper, sealer and finish according to local regulations; and
- Thoroughly rinse mops and buckets

Remember to always review your work, and report any concerns or preventative maintenance needs to your supervisor.

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TAB 6 PROJECT COST

1. ATTACHMENT A
2. EVIDENCE OF AUTHORITY TO SIGN VIA SUNBIZ



Supplier Response Form

City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH "RFP # ED-17-02" dated March 30, 2017 titled "Janitorial Services for Charter Schools & Early Development Centers" 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: SAFEGUARD SERVICES INC

STREET ADDRESS: 911 POINCIANA DRIVE

CITY, STATE & ZIP CODE: PEMBROKE PINES FL 33025

PRIMARY CONTACT FOR THE PROJECT:

NAME: KEVIN CONNOR TITLE: VICE PRESIDENT

E-MAIL: KCONNOR@SAFEGUARDSERVICES.NET

TELEPHONE: 9549634900 FAX: 9549633884

AUTHORIZED APPROVER:

NAME: KEVIN CONNOR TITLE: VICE PRESIDENT

E-MAIL: KCONNOR@SAFEGUARDSERVICES.NET

TELEPHONE: 9549634900 FAX: 9549633884

SIGNATURE: KEVIN CONNOR

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.



Detail by Entity Name

Florida Profit Corporation
SAFEGUARD SERVICES, INC.

Filing Information

Document Number 387339
FEI/EIN Number 59-1399022
Date Filed 08/23/1971
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/12/2000

Principal Address

911 POINCIANA DRIVE
PEMBROKE PINES, FL 33025

Changed: 03/05/2002

Mailing Address

911 POINCIANA DRIVE
PEMBROKE PINES, FL 33025

Changed: 01/17/2005

Registered Agent Name & Address

CONNOR, KERRY A
911 POINCIANA DRIVE
PEMBROKE PINES, FL 33025

Name Changed: 05/20/2002

Address Changed: 05/20/2002

Officer/Director Detail**Name & Address**

Title PD

CONNOR, KERRY ANN
911 POINCIANA DRIVE
PEMBROKE PINES, FL 33025

Title VP

Connor, Kevin T
911 POINCIANA DRIVE
PEMBROKE PINES, FL 33025

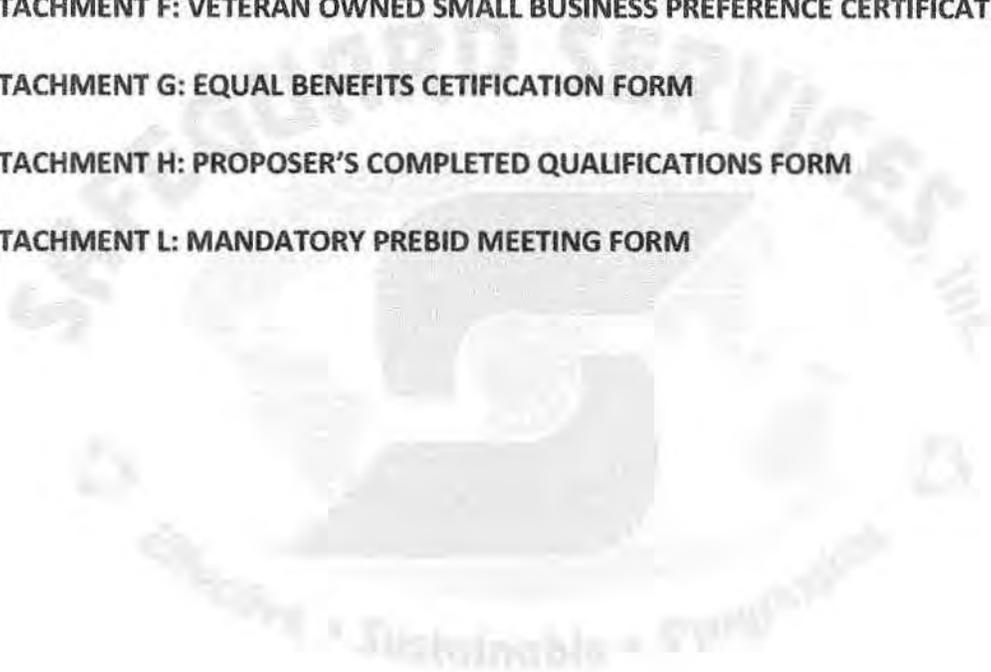
Annual Reports

Report Year	Filed Date
2015	01/20/2015

7

Tab 7 OTHER COMPLETED DOCUMENTS

- 1. ATTACHMENT B: VENDOR INFORMATION FORM AND W-9**
- 2. ATTACHMENT C: NON-COLLUSIVE AFFIDAVIT**
- 3. ATTACHMENT D: SWORN STATEMENT ON ENTITY CRIMES FORM**
- 4. ATTACHMENT E: LOCAL VENDOR PREFERENCE CERTIFICATION**
- 5. ATTACHMENT F: VETERAN OWNED SMALL BUSINESS PREFERENCE CERTIFICATION**
- 6. ATTACHMENT G: EQUAL BENEFITS CERTIFICATION FORM**
- 7. ATTACHMENT H: PROPOSER'S COMPLETED QUALIFICATIONS FORM**
- 8. ATTACHMENT L: MANDATORY PREBID MEETING FORM**





(OFFICE USE ONLY) Vendor number:

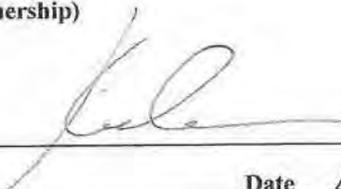
Please complete this vendor information form entirely along with the IRS Form W-9, scan and upload it to the www.bidsync.com

Vendor Information Form

Operating Name (Payee)	Safeguard Services, Inc.		
Legal Name (as filed with IRS)	Safeguard Services, Inc.		
Remit-to Address (For Payments)	911 Poinciana Drive		
	Pembroke Pines, FL 33025		
Remit-to Contact Name:	Kevin Connor	Title:	Vice-President
Email Address:	ktconnor@safeguardservices.net		
Phone #:	954-963-4900	Fax #	954-963-3884
Order-from Address (For purchase orders)	Same as above		
Order-from Contact Name:	Same	Title:	
Email Address:			
Phone #:		Fax #	
Return-to Address (For product returns)	Same as above		
Return-to Contact Name	Same	Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:	Net 30		

Type of Business (please check one and provide Federal Tax identification or social security Number)

Corporation Federal ID Number:
 Sole Proprietorship/Individual Social Security No.:
 Partnership
 Health Care Service Provider
 LLC - C (C corporation) - S (S corporation) - P (partnership)
 Other (Specify):

Name of Applicant / Signature Kevin Connor/ 
 Title of Applicant Vice-President Date 4/18/17

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Safeguard Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

C Corporation S Corporation Partnership Trust/estate

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) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
911 Poinciana Drive

6 City, state, and ZIP code
Pembroke Pines, FL 33025

7 List account number(s) here (optional)

Requester's name and address (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

or

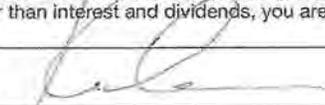
Employer identification number								
5	9	-	1	3	9	9	0	2

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 on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **4/18/17**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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?* on page 2 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 Publication 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 28% 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 Part II instructions on page 3 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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)(ii). 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. 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* on page 2.

*Note. 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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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

Attachment C

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

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.)**

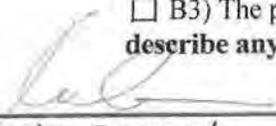
A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to 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.)**


 Kevin Connor/
 Bidder's Name/Signature

Safeguard Services
 Company

4/18/17
 Date



City of Pembroke Pines

Attachment E

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: Safeguard Services, Inc.

City of Pembroke Pines

Bid ED-17-02

PRINTED NAME / AUTHORIZED SIGNATURE: | Kevin Connor/

A handwritten signature in black ink, appearing to read "Kevin Connor", written over a horizontal line.

SAFEGUARD SERVICES, INC.
911 POINCIANA DRIVE
PEMBROKE PINES FL 33025

CITY OF PEMBROKE PINES
10100 PINES BOULEVARD, PEMBROKE PINES, FL 33026

LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 10007690/01
RECEIPT-NO: 160294

RECEIPT-YEAR: OCTOBER 1, 2016 thru SEPTEMBER 30, 2017

BUS-NAME : SAFEGUARD SERVICES, INC.
BUS-ADDR : 911 POINCIANA DR
PEMBROKE PINES FL 33025-4559

NOTICE

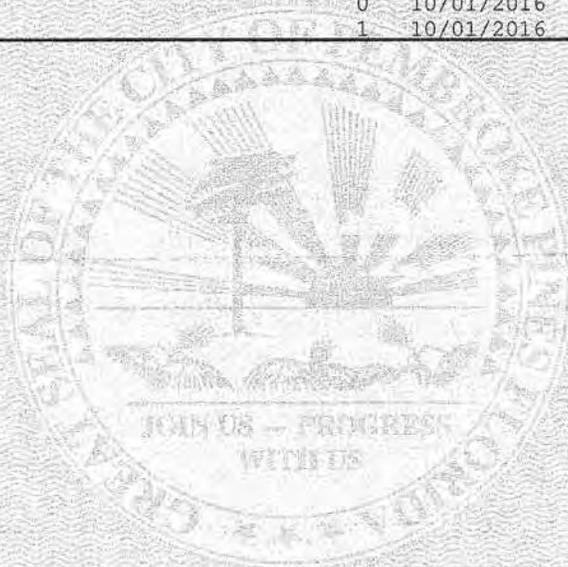


In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

BUS-DESCR : JANITORIAL SERVICES

RECEIPT-TYPE: REGULAR LICENSE

BUSINESS-CLASSIFICATION	INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
JAN JANITORIAL	0	10/01/2016		F/Pines
SIGN BUSINESS SIGN	1	10/01/2016		F/Pines



SAFEGUARD SERVICES, INC.
911 POINCIANA DRIVE
PEMBROKE PINES FL 33025

CITY OF PEMBROKE PINES
10100 PINES BOULEVARD, PEMBROKE PINES, FL 33026

LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 10007690/01
RECEIPT-NO: 151152

RECEIPT-YEAR: OCTOBER 1, 2015 thru SEPTEMBER 30, 2016

BUS-NAME : SAFEGUARD SERVICES, INC.
BUS-ADDR : 911 POINCIANA DR
PEMBROKE PINES FL 33025-4559

NOTICE
In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.



BUS-DESCR : JANITORIAL SERVICES

RECEIPT-TYPE: REGULAR LICENSE

BUSINESS-CLASSIFICATION		INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
JAN	JANITORIAL	0	10/01/2015		P/Pines
SIGN	BUSINESS SIGN	1	10/01/2015		P/Pines



CITY OF PEMBROKE PINES
2015-2016
SIGN PERMIT
0640



City of Pembroke Pines

Attachment F

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

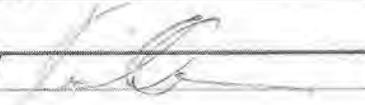
VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

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:

PRINTED NAME / AUTHORIZED SIGNATURE: 



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 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;

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:

AUTHORIZED OFFICER NAME / SIGNATURE: 



City of Pembroke Pines

Attachment H

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Safeguard Services, Inc.
911 Poinciana Dr.
Pembroke Pines, FL 33025

Contact Person's Name and Title: Kevin Connor/Vice-President

Contact Person's E-mail Address: ktconnor@safeguardservices.net

PROPOSER'S Telephone and Fax Number: 954-963-4900/954-963-3884

PROPOSER'S License Number:

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: 591399022

Number of years your organization has been in business 45 years

State the number of years your firm has been in business under your present business name 45

State the number of years your firm has been in business in the work specific to this solicitation: 45

Names and titles of all officers, partners or individuals doing business under trade name:

Kerry Connor - President
Kevin Connor - Vice-President

The business is a: Sole Proprietorship Partnership Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

At what address was that business located?

911 Poinciana Drive
Pembroke Pines, FL 33025

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

N/A

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

No

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

Yes

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).

No

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.

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.

N/A

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).

N/A

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.

N/A

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.

N/A

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

No

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

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

No

no

*

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

Safeguard Services has successfully provided janitorial services to the City of Pembroke Pines since 1988. We have also serviced other municipalities of similar size and scope such as: City of Miramar, City of Dania Beach, City of Hollywood, and City of Hallandale Beach. We are the current contractor for the charter school system and have

*

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 shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Safeguard Services *

(Company Name)

Kevin Connor *

(Printed Name/Signature)

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **safeguard services**

Password * (Invalid Password)

Save

Take Exception

Close

* Required fields



City of Pembroke Pines

Mandatory Pre-Bid/Site Visit Confirmation Form

The scanned form, signed by both the Contractor and City Representatives must be uploaded in order for the bid to be considered complete.

Luis VARGAS, who is a representative of
(Printed name of Contractor's representative)

SAFEGUARD SERVICES PERSONALLY came and appeared
(Contractor's Company)

before me and affirms that they have completed the mandatory pre-bid/site visit on this the

10 day of April, 2017 as required by:

Solicitation #: ED-17-02

Solicitation Title: Janitorial services for charter school

Luis VARGAS
(Contractor Representative's Printed Name)

STEVEN BUCKLAND
(City Representative's Printed Name)

[Signature]
(Contractor Representative's Signature)

[Signature]
(City Representative's Signature)

SAFEGUARD SERVICES
(Contractor's Company)

PUBLIC SERVICES
(City Representative's Department)

954 963 49-00
(Contractor's Phone Number)

954-578-9060
(City Representative's Phone Number)

4-10-17
(Date)

4-10-17
(Date)

The City requires all questions on the "the BidSync website. Such request must be received by the "Question Due Date," questions received after the "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.

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TAB 8 BUSINESS STRUCTURE, LICENSES AND PROFESSIONAL REGISTRATION CERTIFICATES

- 1. COPIES OF CITY AND COUNTY BUSINESS TAX RECEIPTS**
- 2. DEPARTMENT OF STATE – (SUNBIZ)**



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA:
Business Name: SAFEGUARD SERVICES INC

Receipt #: 325-21281
Business Type: CLEANING/JANITORIAL (JANITORIAL SERVICES)

Owner Name: KERRY A CONNOR
Business Location: 911 POINCIANA DR
PEMBROKE PINES

Business Opened: 10/01/2005
State/County/Cert/Reg:
Exemption Code:

Business Phone:

Rooms **Seats** **Employees** **Machines** **Professionals**
200

Tax Amount	For Vending Business Only			Vending Type:		Total Paid
	Number of Machines:			Prior Years	Collection Cost	
	Transfer Fee	NSF Fee	Penalty			
150.00	0.00	0.00	0.00	0.00	0.00	150.00

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:
KERRY A CONNOR
911 POINCIANA DR
PEMBROKE PINES, FL 33025

Receipt # WWW-15-00135993
Paid 07/01/2016 150.00

2016 - 2017

SAFEGUARD SERVICES, INC.
 911 POINCIANA DRIVE
 PEMBROKE PINES FL 33025

CITY OF PEMBROKE PINES
 10100 PINES BOULEVARD, PEMBROKE PINES, FL 33026

LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 10007690/01
 RECEIPT-NO: 160294

RECEIPT-YEAR: OCTOBER 1, 2016 thru SEPTEMBER 30, 2017

BUS-NAME : SAFEGUARD SERVICES, INC.
 BUS-ADDR : 911 POINCIANA DR
 PEMBROKE PINES FL 33025-4559

NOTICE

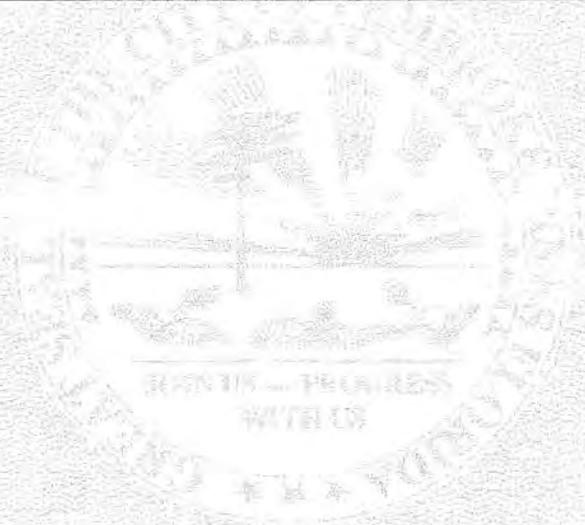
In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.



BUS-DESCR : JANITORIAL SERVICES

RECEIPT-TYPE: REGULAR LICENSE

BUSINESS-CLASSIFICATION		INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
JAN	JANITORIAL	0	10/01/2016		P/Pines
SIGN	BUSINESS SIGN	1	10/01/2016		P/Pines



DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
SAFEGUARD SERVICES, INC.

Filing Information

Document Number	387339
FEI/EIN Number	59-1399022
Date Filed	08/23/1971
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/12/2000

Principal Address

911 POINCIANA DRIVE
PEMBROKE PINES, FL 33025

Changed: 03/05/2002

Mailing Address

911 POINCIANA DRIVE
PEMBROKE PINES, FL 33025

Changed: 01/17/2005

Registered Agent Name & Address

CONNOR, KERRY A
911 POINCIANA DRIVE
PEMBROKE PINES, FL 33025

Name Changed: 05/20/2002

Address Changed: 05/20/2002

Officer/Director Detail

Name & Address

Title PD

CONNOR, KERRY ANN
911 POINCIANA DRIVE
PEMBROKE PINES, FL 33025

Title VP

Connor, Kevin T
911 POINCIANA DRIVE
PEMBROKE PINES, FL 33025

Annual Reports

Report Year	Filed Date
2015	01/20/2015

9

TAB 9 ADDITIONAL INFORMATION

1. COPY OF SBE CERTIFICATION
2. COPY OF WOMAN OWNED CERTIFICATION
3. COPY OF PERFORMANCE BOND
4. COPY OF CERTIFICATE OF INSURANCE





Internal Services Department
Small Business Development
 111 NW 1 Street, 19th Floor
 Miami, Florida 33128
 T 305-375-3111 F 305-375-3160

September 02, 2016

CERT NO: 16296

Ms. Kerry Connor
 SAFEGUARD SERVICES, INC.
 911 Poinciana Dr
 Pembroke Pines, FL 33025-0000

Approval Date: 9/1/2016 - SBE/GS TIER 3
 Expiration Date: 9/30/2019

Dear Ms. Connor:

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Goods & Services (SBE/GS) in accordance with section 2-8.1.1.1.1 of the code of Miami-Dade County.

This (SBE/GS) certification is valid for three years provided that you submit a "Continuing Eligibility Affidavit" on or before your **anniversary date** of (September 01) for the first and second year of the three year period. The affidavit must indicate any changes or no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" **annually** with specific supporting documents on or before your Anniversary Date is required to maintain the three year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm.

If at any time there is a material change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliation(s) with other businesses or the physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **This letter will be the only approval notification issued for the duration of your firm's three years certification. If the firm attains graduation or becomes ineligible during the three year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code.**

Your company is certified in the categories as listed below affording you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract goals. You can find the firm's up-to-date certification profile as well as all other certified firms on the Miami-Dade County Internal Services Department, Small Business Development Certified Firms' Directory at the website <http://www.miamidade.gov/smallbusiness/certification-programs.asp>.

Thank you for your interest in doing business with Miami-Dade County.

Sincerely,

Claudious Thompson, SBD Section Chief
 Small Business Development Division

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

91039 - JANITORIAL/CUSTODIAL SERVICES (SBE/GS)
 92642 - ENVIRONMENTAL SERVICES (NOT OTHERWISE CLASSIFIED) (SBE/GS)
 95863 - JANITORIAL MANAGEMENT SERVICES (SBE/GS)

State of Florida

Woman Business Certification

Safeguard Services, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

03/21/2017 to 03/21/2019



Chad Foppell, Secretary
Florida Department of Management Services



Bid Bond

Bond Number 41375391

CONTRACTOR:

(Name, legal status and address)

**Safeguard Services, Inc.
911 Poinciana Drive
Pembroke Pines, FL
33025**

SURETY:

(Name, legal status and principal place of business)

**Platte River Insurance Company
P.O. Box 5900
Madison, WI 53705-0900**

OWNER:

(Name, legal status and address)

**City of Pembroke Pines
8300 S Palm Drive
Pembroke Pines, FL 33025**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

**Bid #ED-17-02 - Janitorial Services - Charter Schools and Early Development Centers
Pembroke Pines, FL**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

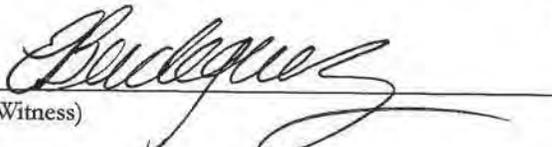
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

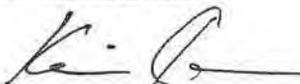
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of May, 2017.


(Witness)

Safeguard Services, Inc.

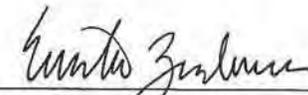
(Principal)



V.P.

(Title)

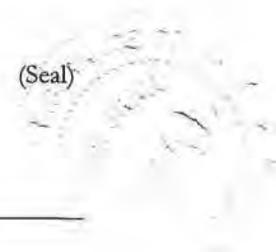



Erika Zachman (Witness)

Platte River Insurance Company

(Surety)


Jack Anderson, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of Florida }
County of Broward }

On this 23 day of May, in the year 2017, before me personally come(s) Kevin Connor, to me known, who being duly sworn, deposes and says that he/she resides in the City of Cooper City that he/she is the vice president of the Safeguard Services Inc, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

Elaina Berdeguez
Notary Public



**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

41375391

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----**JACK ANDERSON; RONALD KAIHOI**-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----**ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$20,000,000.00**-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

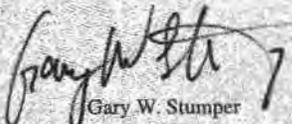
“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:


Gary W. Stumper
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY


Stephen J. Sills
CEO & President

STATE OF WISCONSIN } s.s.
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



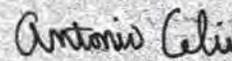

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } s.s.
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 8th day of May, 2017




Antonio Celii
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR-POA (Rev. 12-2016)

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

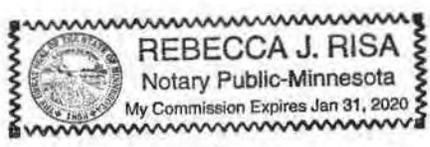
COUNTY OF CHIPPEWA



On this 8th day of May, 2017, before me, a Notary Public within and for said County, personally appeared **Jack Anderson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Platte River Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Jack Anderson** acknowledged said instrument to be the free act and deed of said corporation.

Rebecca J. Risa

NOTARY PUBLIC
My Commission Expires 1/31/2020





SAFEG-1

OP ID: JC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SLATON INSURANCE P.O. Box 220537 West Palm Beach, FL 33422 Richard Neyman, Jr.	CONTACT NAME: Jaclyn Dillon
	PHONE (A/C, No, Ext): 561-683-8383 FAX (A/C, No): 561-684-5995 E-MAIL ADDRESS: jdillon@slatonriskservices.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Hanover Ins. Co.	NAIC # 22292
INSURER B: Bridgefield Employers Ins.Co.	10701
INSURER C: Hanover American Ins. Co.	36064
INSURER D: Chubb Group of Ins Co's	
INSURER E:	
INSURER F:	

INSURED **Safeguard Services, Inc. & Safe Management Systems Inc**
911 Poinciana Drive
Pembroke Pines, FL 33025

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ZZJD040665	09/15/2016	09/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AZJD040674	09/15/2016	09/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UHJD040674	09/15/2016	09/15/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		6174000	09/15/2016	09/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Crime		82243816	09/15/2016	09/15/2017	Fidelity 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder is listed as an Additional Insured as respects General Liability per form 421-29150615.

CERTIFICATE HOLDER CITYPEM City of Pembroke Pines 10100 Pines Blvd. Pembroke Pines, FL 33025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Supplier: **safeguard services, inc.**



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “RFP # ED-17-02” dated **March 30, 2017** titled “**Janitorial Services for Charter Schools & Early Development Centers**” 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: **SAFEGUARD SERVICES INC**

STREET ADDRESS: **911 POINCIANA DRIVE**

CITY, STATE & ZIP CODE: **PEMBROKE PINES FL 33025**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **KEVIN CONNOR** TITLE: **VICE PRESIDENT**

E-MAIL: **KTCONNOR@SAFEGUARDSERVICES.NET**

TELEPHONE: **9549634900** FAX: **9549633884**

AUTHORIZED APPROVER:

NAME: **KEVIN CONNOR** TITLE: **VICE PRESIDENT**

E-MAIL: **KTCONNOR@SAFEGUARDSERVICES.NET**

TELEPHONE: **9549634900** FAX: **9549633884**

SIGNATURE: **KEVIN CONNOR**

Supplier: **safeguard services, inc.**



City of Pembroke Pines

Attachment C

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 **kevin connor**

Title **vp**

Name of Company **SAFEGUARD SERVICES INC**

Supplier: **safeguard services, inc.**



City of Pembroke Pines

Attachment D

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted **SAFEGUARD SERVICES INC** (name of entity submitting sworn statement) whose business address is **911 POINCIANA DRIVE PEMBROKE PINES FL 33025** and (if applicable) its Federal Employer Identification Number (FEIN) is **59-1399022**. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is **KEVIN T CONNOR** and my
(Please print name of individual signing)

relationship to the entity named above is **VICE PRESIDENT**.
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 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.

Supplier: **safeguard services, inc.**



City of Pembroke Pines

Attachment E

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: **SAFEGUARD SERVICES INC**

PRINTED NAME / AUTHORIZED SIGNATURE: **KEVIN T CONNOR**

Supplier: **safeguard services, inc.**



City of Pembroke Pines

Attachment F

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: **Safeguard Services, Inc.**

PRINTED NAME / AUTHORIZED SIGNATURE: **Kevin Connor**

Supplier: **safeguard services, inc.**



City of Pembroke Pines

Attachment G

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 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;
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: **SAFEGUARD SERVICES INC**

AUTHORIZED OFFICER NAME / SIGNATURE: **KEVIN T CONNOR**

Supplier: **safeguard services, inc.**



City of Pembroke Pines

Attachment H

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

SAFEGUARD SERVICES INC
911 Poinciana Drive
Pembroke Pines FL 33025

Contact Person's Name and Title: **Kevin Connor, v.p.**

Contact Person's E-mail Address: **ktconnor@safeguardservices.net**

PROPOSER'S Telephone and Fax Number: **954-963-4900/954-963-3884**

PROPOSER'S License Number: **10007690/01**
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: **59-1399022**

Number of years your organization has been in business **44 years**

State the number of years your firm has been in business under your present business name **44**

State the number of years your firm has been in business in the work specific to this solicitation: **44**

Names and titles of all officers, partners or individuals doing business under trade name:

Kerry Connor, president
Kevin Connor, v.p.

The business is a: Sole Proprietorship Partnership Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

N/A

At what address was that business located?

N/A

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Goldleaf Surety Services

Brad Koosman

3246 E Highway 7, suite 150

Montevideo, MN 56265

888-294-6747

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

No

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

yes

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).

no

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.

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

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

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

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

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

no

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

no

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

no

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

Safeguard Services has successfully provided janitorial services to the City of Pembroke Pines since 1988. We have also serviced other municipalities of similar size and scope such as: City of Miramar, City of Dania Beach, City of Hollywood, and City of Hallandale Beach. We are the current contractor for the charter school system and have had a successful 6 years. In addition, we service hospitals and health care facilities of similar size and scope.

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 shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Safeguard Services

(Company Name)

Kevin Connor

(Printed Name/Signature)

Supplier: **safeguard services, inc.**

REFERENCES FORM

Provide specific examples of similar contracts. References should be 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 PEMBROKE PINES**

Address: **10100 PINES BLVD**

City/State/Zip: **PEMBROKE PINES FL 33025**

Contact Name: **PAUL EDELSTEIN** Title: **Deputy Director of Public Services**

E-Mail Address: **PEDELSTEIN@PPINES.COM**

Telephone: **954-214-3955** Fax: **954-437-1121**

Project Information:

Name and location of the project: **PEMBROKE PINES CHARTER SCHOOLS**

Nature of the firm's responsibility on the project: **PROVIDE JANITORIAL SERVICES TO CHARTER SCHOOLS, POLICE DEPT, ETC.**

Project duration: **2011- PRESENT** Completion (Anticipated) Date: **8/2017**

Size of project: **800,000** Cost of project: **\$900,000**

Work for which staff was responsible: **JANITORIAL**

Contract Type: **JANITORIAL**

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

REFERENCES FORM

Provide specific examples of similar contracts. References should be 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: **MEMORIAL HEALTHCARE SYSTEM**

Address: **3501 JOHNSON STREET**

City/State/Zip: **HOLLYWOOD FL 33021**

Contact Name: **JON PICKETT** Title: **ENVIRONMENTAL SERVICES DIRECTOR**

E-Mail Address: **JPICKETT@MHS.NET**

Telephone: **954-265-6327** Fax: **954-965-2354**

Project Information:

Name and location of the project: **MHS OFFSITES; BROWARD COUNTY**

Nature of the firm's responsibility on the project: **PROVIDE EVS SERVICES TO OFFSITE FACILITIES**

Project duration: **1992- CURRENT** Completion (Anticipated) Date: **ONGOING**

Size of project: **1,000,000+** Cost of project: **1.2 MILLION**

Work for which staff was responsible: **JANITORIAL**

Contract Type: **JANITORIAL**

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

REFERENCES FORM

Provide specific examples of similar contracts. References should be 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 HALLANDALE BEACH**

Address: **630 NW 2ND STREET**

City/State/Zip: **HALLANDALE BEACH FL 33009**

Contact Name: **FREDDIE DE LA ROSA** Title: **PROCUREMENT SPECIALIST**

E-Mail Address: **elarosa@hallandalebeachfl.gov**

Telephone: **954-246-4261** Fax: **954-457-1342**

Project Information:

Name and location of the project: **HALLANDALE BEACH JANITORIAL SERVICES**

Nature of the firm's responsibility on the project: **PROVIDE JANITORIAL SERVICES TO POLICE DEPT, CITY HALL AND PARKS**

Project duration: **1992-CURRENT** Completion (Anticipated) Date: **ONGOING**

Size of project: **300,000** Cost of project: **175,000**

Work for which staff was responsible: **JANITORIAL**

Contract Type: **JANITORIAL**

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

REFERENCES FORM

Provide specific examples of similar contracts. References should be 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 HEALTH**

Address: **303 SE 17TH STREET**

City/State/Zip: **FT LAUDERDALE FL 33316**

Contact Name: **ANA JIMENEZ** Title: **CONTRACT COORDINATOR**

E-Mail Address: **AJIMENEZ@BROWARDHEALTH.ORG**

Telephone: **954-831-2733**Fax:

Project Information:

Name and location of the project: **BROWARD HEALTH ENVIRONMENTAL SVCS**

Nature of the firm's responsibility on the project: **PROVIDE JANITORIAL SERVICES TO OFFSITES**

Project duration: **2004-CURRENT** Completion (Anticipated) Date: **2018**

Size of project: **300,000** Cost of project: **325,000**

Work for which staff was responsible: **JANITORIAL**

Contract Type: **JANITORIAL**

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

REFERENCES FORM

Provide specific examples of similar contracts. References should be 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: **UHEALTH/BASCOM PALMER**

Address: **VARIOUS**

City/State/Zip: **MIAMI FL**

Contact Name: **JOANNE MARTIN** Title:

E-Mail Address: **JMARTIN@MED.MIAMIEDU**

Telephone: **954-210-1090**Fax:

Project Information:

Name and location of the project: **UHEALTH/BASCOM PALMER EVS SERVICE**

Nature of the firm's responsibility on the project: **PROVIDE JANITORIAL SERVICES TO various facilities.**

Project duration: **2007-PRESENT** Completion (Anticipated) Date: **ON-GOING**

Size of project: **500,000** Cost of project: **600,000**

Work for which staff was responsible: **JANITORIAL**

Contract Type: **JANITORIAL**

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



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 25.

File ID: 17-0394

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 06/13/2017

Short Title: Award ED-17-02 "Janitorial Services for Charter Schools and Early Development Centers"

Final Action: 06/21/2017

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD A CONTRACT FOR RFP # ED-17-02 "JANITORIAL SERVICES FOR CHARTER SCHOOLS & EARLY DEVELOPMENT CENTERS" TO SAFEGUARD SERVICES, INC. IN THE ANNUAL AMOUNT OF \$1,295,910.55 FOR AN INITIAL THREE YEAR PERIOD.

Internal Notes:

Attachments: 1. Draft Contract, 2. Meeting Minutes and Score Summary - Evaluation Committee Meeting (2017-06-13), 3. ED-17-02 - Bid Tabulation, 4. Submittal from Safeguard Services, Inc., 5. ED-17-02 Janitorial Services for Charter Schools and Early Development Centers

1 City Commission 06/21/2017 approve

Action Text: This Bid was approved.

MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD A CONTRACT FOR RFP # ED-17-02 "JANITORIAL SERVICES FOR CHARTER SCHOOLS & EARLY DEVELOPMENT CENTERS" TO SAFEGUARD SERVICES, INC. IN THE ANNUAL AMOUNT OF \$1,295,910.55 FOR AN INITIAL THREE YEAR PERIOD.

SUMMARY EXPLANATION AND BACKGROUND:

1. On March 1, 2017, the City Commission authorized the advertisement of RFP # ED-17-02 "Janitorial Services for Charter Schools & Early Development Centers", which was advertised on March 30, 2017.
2. The purpose of this solicitation was to provide janitorial services for the City of Pembroke Pines Charter School & Early Development Center locations.
3. On May 23, 2017, the City opened six (6) proposals and one (1) no bid from the following vendors (listed in order of lowest to highest):

Vendor Name

Annual Cost

Delta Property Maintenance, Inc.	\$ 13,909.90
Chi-Ada Corporation	\$1,266,231.43
Safeguard Services, Inc.	\$1,295,910.55
JOliva Enterprises LLC.	\$1,324,582.25
GCA Services Group	\$1,371,398.66
Seminole Commercial Cleaning	\$2,499,559.61
All Green Chemical	No Bid

4. On June 13, 2017, the City convened an evaluation committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the RFP documents and listed below:

- Experience and Ability (25 points)
- Previous Experience (25 points)
- Firm's Understanding and Approach to the Work (20 points)
- Project Cost (25 points)
- Local Vendor Preference/Veteran Owned Small Business Preference (5 points)

5. At the June 13, 2017 meeting, the evaluation committee made a motion, which passed unanimously, to deem the following vendors unresponsive for not submitting the required bid bond/bid security with their proposals:

Vendor Name

- Delta Property Maintenance, Inc.
- JOliva Enterprises LLC.
- Seminole Commercial Cleaning

6. In addition, the evaluation committee listened to presentations from the three (3) remaining vendors which also participated in a question and answer session. As a result, the evaluation committee ranked the vendors as shown below:

Vendor Name	Rank
Safeguard Services, Inc.	1
GCA Services Group	2
Chi-Ada Corporation	3

7. Based on the scoring results, the Evaluation Committee unanimously approved a motion to recommend the City Commission to award RFP # ED-17-02 "Janitorial Services for Charter Schools & Early Development Centers", to the first ranked vendor, Safeguard Services, Inc.

8. In addition, Safeguard Services, Inc. has also completed the Equal Benefits Certification Form and utilized the following allowable exemption stating that "the Contractor does not provide benefits to employees' spouses in traditional marriages."

9. In addition, Administration would like to enter into a three year agreement, with two additional three year renewal terms.

10. Request Commission to approve the findings and recommendation of the Evaluation Committee and to award a contract for RFP # ED-17-02 "Janitorial Services for Charter Schools & Early Development Centers" to Safeguard Services, Inc. in the annual amount of \$1,295,910.55 for an initial three year period.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$1,295,910.55 per year.
- b) **Amount budgeted for this item in Account No:** The Charter School's 2017-18 FY Budget includes a total of \$865,698 for Janitorial Services based on the current Janitorial Services Agreement, under School Function 7900 and Object Code 34500. The proposed contract results in a \$212,790 increase to the annual cost for Janitorial Services at the Charter Schools. This increase will be funded by the Charter School Contingency account coded under School Function 7300 and Object Code 30010. The Early Development Center's current 2016-17 FY Budget needs \$16,960 for the three remaining months in the fiscal year, which will be funded from the the City's Contingency account.
- c) **Source of funding for difference, if not fully budgeted:** See above.
- d) **5 year projection of the operational cost of the project:** Since the Early Development Centers and the Charter Schools have different Fiscal Years, below you will find two separate 5-year projections. Note - The agreement is for a three year period with two three year renewal options.

Charter Schools (Fiscal Year starts on July 1st and ends on June 30th):

	7/1/17 - 6/30/18	7/1/18 - 6/30/19	7/1/19 - 6/30/20	7/1/20 - 6/30/21	7/1/21 - 6/30/22
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	\$1,078,488	\$1,078,488	\$1,078,488	TBD	TBD
Net Cost	\$1,078,488	\$1,078,488	\$1,078,488	TBD	TBD

Early Development Centers (Fiscal Year starts on October 1st and ends on September 30th):

	7/1/17 - 9/30/17	10/1/17 - 9/30/18	10/1/18 - 9/30/19	10/1/19 - 6/30/20	7/1/20 - 9/30/20
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	\$54,351.50	\$217,406	\$217,406	\$163,054.50	TBD
Net Cost	\$54,351.50	\$217,406	\$217,406	\$163,054.50	TBD

- e) **Detail of additional staff requirements:** Not Applicable.

PLATTE RIVER INSURANCE COMPANY
Annually Renewable Performance Bond
BOND #41375508

KNOW ALL MEN BY THESE PRESENTS: That Safeguard Services, Inc., 911 Poinciana Dr, Pembroke Pines, FL 33025 (hereinafter called the Principal), and Platte River Insurance Company (hereinafter called the Surety), are held and firmly bound unto City of Pembroke Pines, 601 City Center Way, Pembroke Pines, FL 33025 (hereinafter called the Obligee) in the full and just sum of One Million Four Hundred Twenty Five Thousand Five Hundred One & 61/100 Dollars (\$1,425,501.61), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the ____ day of _____, 2017 entered into a Contract with the Obligee for RFP # ED-17-02 Janitorial Services - Charter Schools and Early Development Centers, Pembroke Pines, FL for a period of three (3) years which contract is hereby referred to and made a part hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of one year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Contract at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

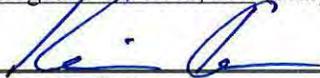
1. This bond is for the term beginning July 1, 2017 and ending June 30, 2018. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of a default by the Principal, Obligee shall deliver to Surety by certified mail, a written statement of the facts of such defaults within thirty (30) days of the occurrence. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the default; b) assume the remainder of the Contract and to perform or sublet same; c) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.

5. The aggregate liability of the Surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.
7. This bond shall not bind the Surety unless the bond is accepted by the Obligee. The acknowledgement and acceptance of this bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this bond shall be deemed null and void.

Signed and sealed this 18th day of July, 2017.

PRINCIPAL:

Safeguard Services, Inc. (seal)

 U.P.
(name & title)

SURETY:

PLATTE RIVER INSURANCE COMPANY (seal)


Ronald Kaihoi, Attorney-in-Fact



THE ABOVE TERMS AND CONDITIONS OF THIS BOND HAVE BEEN REVIEWED AND ACCEPTED BY THE OBLIGEE.

ACKNOWLEDGED AND ACCEPTED BY OBLIGEE:

BY: _____
PRINTED NAME/TITLE: _____
DATE: _____

PLEASE RETURN A COPY OF ACCEPTED BOND TO:

Agent: ACORA Surety & Insurance Services, LLC
PO Box 506
Montevideo, MN 56265
Ph: 320-269-8546

PAYMENT BOND
Annual

KNOW ALL BY THESE PRESENTS, That, Safeguard Services, Inc., 911 Poinciana Dr, Pembroke Pines, FL 33025
as Principal, and Platte River Insurance Company a Nebraska corporation as Surety, are held and
firmly bound unto City of Pembroke Pines, 601 City Center Way, Pembroke Pines, FL 33025 as Obligee,
in the sum of One Million Four Hundred Twenty Five Thousand Five Hundred One & 61/100
Dollars (\$1,425,501.61) for the payment of which sum well and truly to be made we bind ourselves
our personal representatives successors and assigns, jointly, and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter into a written agreement with the Obligee to perform in accordance
with the terms and conditions of RFP # ED-17-02 Janitorial Services - Charter Schools and Early Development Centers,
Pembroke Pines, FL the (hereinafter referred to as Contract, said Contract is hereby referred to and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, shall pay all persons who shall have
furnished labor and material directly to the Principal for use in the prosecution of the aforesaid work, each of which said persons shall
have a right of direct action on this instrument in his/her own name and for his/her own benefit, then this obligation shall be null and
void; otherwise to remain in full force and effect.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of July 1, 2017 to June 30, 2018. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither the Surety's decision not to issue a continuation certificate or the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension of this Bond.
2. The above referenced contract has a term ending June 30, 2020. Regardless of the number of years this Bond is inforce or the number of continuation certificates issued, this Bond shall not be extended beyond June 30, 2018, unless earlier nonrenewed pursuant to paragraph 1 above.
3. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amounts set forth above, or as amended by rider.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term; or after the expiration of ninety (90) days after the day on which any person last supplied the labor and/or materials for which the claim is made., whichever occurs first. If this limitation is void or prohibited by law, the the minimum period of limitation available to Surety as a defense in the jurisdiction of the suit shall be applicable.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith by the Surety.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obigee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 18th day of July 2017.

[Signature]
Attest

Safeguard Services, Inc.
(Principal)

By [Signature]
(Name & Title)

[Signature]
Witness

Platte River Insurance Company
By Ronald Kaihoi
Ronald Kaihoi, Attorney-In-Fact



ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of B. Florida }
County of Broward }

On this 24 day of July, in the year 2017, before me personally come(s) Kevin Connor, to me known, who being duly sworn, deposes and says that he/she resides in the City of Pembroke Pines that he/she is the U.P. of the Safeguard Services Inc, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.



Elaina Berdeguez
Notary Public

Bond No. 41375508
41375508

**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----**JACK ANDERSON; RONALD KAIHOI**-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----**ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00**-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

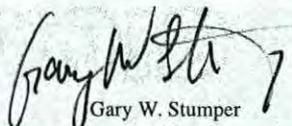
"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

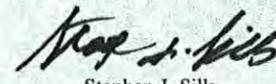
IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:


Gary W. Stumper
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY


Stephen J. Sills
CEO & President

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.




David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 18th day of July, 2015.




Antonio Celii
Secretary

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA



On this 18th day of July, 2017, before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Platte River Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC
My Commission Expires 1/31/2020

