



City of Pembroke Pines

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

THIS AMENDMENT ("Third Amendment"), dated June 26, 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 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 **June 7, 2021**, the Parties entered into the Janitorial Services Agreement ("Original Agreement") for an initial **two (2) year period**, which will naturally expire on **June 1, 2023**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **one (1)**, additional, **two (2) year term** pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **December 29, 2021**, the Parties executed the First Amendment to the Original Agreement to increase the scope of work to include services at the shoot house portion of the Police Training Facility, and to increase the compensation accordingly; and,

WHEREAS, on **May 24, 2023**, the Parties executed the Second Amendment to the Original Agreement to extend the term for twenty-nine (29) days, at the then current rates; and,

WHEREAS, due to mandated increases in the Florida minimal wage, the increase in the Consumer Price Index ("CPI"), and additional economic pressures set forth in **Exhibit "D"** attached hereto and by this reference made a part hereof, the Parties desire to increase the rate of the services in the Original Agreement, as amended, by nine percent (9%); and,

WHEREAS, the Parties also desire to renew the term of the Original Agreement, as amended, for **one (1)**, additional, **two (2) year term**, as set forth in this Third Amendment.



City of Pembroke Pines

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 Third Amendment, or any subsequent amendment, which is in ~~strikethrough 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 **two (2) year** renewal period which shall commence on **July 1, 2023**, and naturally expire on **June 30, 2025**.

SECTION 4. Section 2 of the Original Agreement, as amended, is hereby revised and amended to include Section 2.1.2 as set forth below:

2.1.2 Effective July 1, 2023, CONTRACTOR shall cease to stock the service locations with Janitorial Supplies. CONTRACTOR shall by July 15th, 2023, submit all outstanding invoices for Janitorial Supplies provided to CITY. The CITY will remit payment for Janitorial Supplies provided up to June 30, 2023, and invoiced prior to July 16, 2023. Commencing on July 1, 2023, the CITY shall make available to CONTRACTOR all Janitorial Supplies for the services required pursuant to this Agreement.

SECTION 5. Section 4.1 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

"4.1 CITY hereby agrees to compensate CONTRACTOR for all services performed and properly invoiced by CONTRACTOR in accordance with the pricing set forth in Exhibit 'B' and in Exhibit 'C', an annual amount NOT TO EXCEED ONE HUNDRED TWELVE THOUSAND, TWO HUNDRED SIXTY-EIGHT DOLLARS AND 00/100 CENTS (\$112,268.00), payable in monthly payments for actual services performed up to June 30, 2023."

SECTION 6. Section 4.1 of the Original Agreement, as amended, is hereby revised and amended to include Section 4.1.1 as set forth below:

4.1.1 Effective July 1, 2023, CITY hereby agrees to compensate CONTRACTOR for all services performed and properly invoiced by CONTRACTOR in accordance with the pricing set forth in Exhibit "E", attached hereto and by this reference made a part hereof, an annual amount not to exceed **ONE HUNDRED FOUR THOUSAND, NINE HUNDRED ELEVEN DOLLARS AND 80/100 CENTS (\$104,911.80)**, payable in monthly payments for actual services performed.



City of Pembroke Pines

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

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

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

Copy To: 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, VP**
Safeguard Services, Inc.
~~13975 Pembroke Road~~
~~Pembroke Pines, FL 33027~~
2001 SW 100th Terrace
Miramar, FL 33025
E-mail: ktconnor@safeguardservices.net
Telephone No: (954) 963-4900
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



City of Pembroke Pines

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 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



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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 10. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment and the Original Agreement, as amended, the terms and provisions of this Third 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 Third Amendment. The exhibits, if not physically attached, should be treated as part of this Third Amendment and are incorporated herein by reference.

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

SECTION 14. This Third 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 Third Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Norman D. Graham 6/16/23
Print Name: Norman D. Graham
OFFICE OF THE CITY ATTORNEY

BY:

[Signature]
MAYOR FRANK C. ORTIS

ATTEST:

DocuSigned by:

Marlene D. Graham
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK

DS

June 26, 2023



DocuSigned by:

BY:

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

CONTRACTOR:

SAFEGUARD SERVICES, INC.

Signed By:

Printed Name:

Title:

[Signature]
Kevin Connor
V.P.



2001 SW 100TH Terrace

Miramar, FL, 33025

Tel: 954-963-4900

Fax: 954-963-3884

www.safeguardservices.net

March 23, 2023

City of Pembroke Pines Police Dept.

Attn: Faizal Mohammed

9500 Pines Blvd

Pembroke Pines, FL 33025

Dear Mr. Mohammed,

As we approach the renewal of our contract with the Police Department, as well as over 20 years of a successful service partnership, 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% increase in our rate effective with the new contract period. These additional funds will be allocated towards increasing retention of the current, dedicated custodial staff. Consumable supplies will be billed at our cost with no mark up to the Police Department. We will provide the invoice of our vendor with our bill for your records.

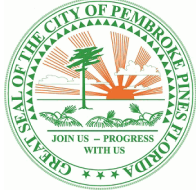
We are proud of our partnership and commitment to our community over the years and look forward to continuing our business relationship.



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

Exhibit "E" - Price List

Line	Description	Qty	2021-2023 Term		2023-2025 Term	
			Original Pricing		9% Increase	
			Unit Price	Total	Unit Price	Total
1	East PD - Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas, As per Scope of Work Section #1.12.1 (A)	260.00	\$73.82	\$19,193.20	<u>\$80.46</u>	<u>\$20,919.60</u>
2	East PD - Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas, As per Scope of Work Section #1.12.2 (A)	52.00	\$126.87	\$6,597.24	<u>\$138.29</u>	<u>\$7,191.08</u>
3	East PD - Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas, As per Scope of Work Section #1.12.3 (A)	12.00	\$199.83	\$2,397.96	<u>\$217.81</u>	<u>\$2,613.72</u>
4	East PD - Restrooms, As per Scope of Work Section #1.12.1 (B)	260.00	\$57.67	\$14,994.20	<u>\$62.86</u>	<u>\$16,343.60</u>
5	East PD - Restrooms, As per Scope of Work Section #1.12.2 (B)	52.00	\$92.27	\$4,798.04	<u>\$100.57</u>	<u>\$5,229.64</u>
6	East PD - Restrooms, As per Scope of Work Section #1.12.3 (B)	12.00	\$249.83	\$2,997.96	<u>\$272.31</u>	<u>\$3,267.72</u>
7	East PD - BREAK ROOMS, COFFEE AREAS, As per Scope of Work Section #1.12.1 (C)	260.00	\$27.68	\$7,196.80	<u>\$30.17</u>	<u>\$7,844.20</u>
8	East PD - BREAK ROOMS, COFFEE AREAS, As per Scope of Work Section #1.12.2 (C)	52.00	\$34.60	\$1,799.20	<u>\$37.71</u>	<u>\$1,960.92</u>
9	East PD - SPECIAL SERVICE SCHEDULE, Extract shampoo carpeted areas	4.00	\$448.00	\$1,792.00	<u>\$488.32</u>	<u>\$1,953.28</u>
10	East PD - SPECIAL SERVICE SCHEDULE, Scrub/re-wax all vinyl tile to maintain Strip & wax	4.00	\$294.00	\$1,176.00	<u>\$320.46</u>	<u>\$1,281.84</u>
11	East PD - SPECIAL SERVICE SCHEDULE, Strip/wax	4.00	\$140.00	\$560.00	<u>\$152.60</u>	<u>\$610.40</u>
12	West PD - Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas, As per Scope of Work Section #1.12.1 (A)	260.00	\$17.82	\$4,633.20	<u>\$19.42</u>	<u>\$5,049.20</u>
13	West PD - Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas, As per Scope of Work Section #1.12.2 (A)	52.00	\$29.69	\$1,543.88	<u>\$32.36</u>	<u>\$1,682.72</u>
14	West PD - Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas, As per Scope of Work Section #1.12.3 (A)	12.00	\$46.83	\$561.96	<u>\$51.04</u>	<u>\$612.48</u>
15	West PD - RESTROOMS, As per Scope of Work Section #1.12.1 (B)	260.00	\$12.42	\$3,229.20	<u>\$13.54</u>	<u>\$3,520.40</u>
16	West PD - RESTROOMS, As per Scope of Work Section #1.12.2 (B)	52.00	\$18.90	\$982.80	<u>\$20.60</u>	<u>\$1,071.20</u>
17	West PD - RESTROOMS, As per Scope of Work Section #1.12.3 (B)	12.00	\$35.08	\$420.96	<u>\$38.24</u>	<u>\$458.88</u>
18	West PD - BREAK ROOMS, COFFEE AREAS, As per Scope of Work Section #1.12.1 (C)	260.00	\$8.64	\$2,246.40	<u>\$9.42</u>	<u>\$2,449.20</u>
19	West PD - BREAK ROOMS, COFFEE AREAS, As per Scope of Work Section #1.12.2 (C)	52.00	\$8.10	\$421.20	<u>\$8.83</u>	<u>\$459.16</u>
20	West PD - SPECIAL SERVICE SCHEDULE, Extract shampoo carpeted areas	4.00	\$112.00	\$448.00	<u>\$122.08</u>	<u>\$488.32</u>
21	West PD - SPECIAL SERVICE SCHEDULE, Scrub/re-wax all vinyl tile to maintain Strip & wax	4.00	\$252.00	\$1,008.00	<u>\$274.68</u>	<u>\$1,098.72</u>
22	West PD - SPECIAL SERVICE SCHEDULE, Strip/wax	4.00	\$168.00	\$672.00	<u>\$183.12</u>	<u>\$732.48</u>
23	PD Training Facility - Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas, As per Scope of Work Section #1.12.1 (A)	208.00	\$27.27	\$5,672.16	<u>\$29.72</u>	<u>\$6,181.76</u>
24	PD Training Facility - Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas, As per Scope of Work Section #1.12.2 (A)	52.00	\$18.17	\$944.84	<u>\$19.81</u>	<u>\$1,030.12</u>
25	PD Training Facility - Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas, As per Scope of Work Section #1.12.3 (A)	12.00	\$39.42	\$473.04	<u>\$42.97</u>	<u>\$515.64</u>
26	PD Training Facility - RESTROOMS, As per Scope of Work Section #1.12.1 (B)	208.00	\$3.18	\$661.44	<u>\$3.47</u>	<u>\$721.76</u>
27	PD Training Facility - RESTROOMS, As per Scope of Work Section #1.12.2 (B)	52.00	\$3.63	\$188.76	<u>\$3.96</u>	<u>\$205.92</u>
28	PD Training Facility - RESTROOMS, As per Scope of Work Section #1.12.3 (B)	12.00	\$8.00	\$96.00	<u>\$8.72</u>	<u>\$104.64</u>
29	PD Training Facility - BREAK ROOMS, COFFEE AREAS, As per Scope of Work Section #1.12.1 (C)	208.00	\$5.91	\$1,229.28	<u>\$6.44</u>	<u>\$1,339.52</u>
30	PD Training Facility - BREAK ROOMS, COFFEE AREAS, As per Scope of Work Section #1.12.2 (C)	52.00	\$3.63	\$188.76	<u>\$3.96</u>	<u>\$205.92</u>
31	PD Training Facility - SPECIAL SERVICE SCHEDULE, Extract shampoo carpeted areas	4.00	\$56.00	\$224.00	<u>\$61.04</u>	<u>\$244.16</u>
32	PD Training Facility - SPECIAL SERVICE SCHEDULE, Scrub/re-wax all vinyl tile to maintain Strip & wax	4.00	\$75.00	\$300.00	<u>\$81.75</u>	<u>\$327.00</u>
33	PD Training Facility - SPECIAL SERVICE SCHEDULE, Strip/wax	4.00	\$112.00	\$448.00	<u>\$122.08</u>	<u>\$488.32</u>
34	Investigations Facility - Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas, As per Scope of Work Section #1.12.1 (A) & 1.12.2 (A)	52.00	\$41.44	\$2,154.88	<u>\$45.17</u>	<u>\$2,348.84</u>
35	Investigations Facility - Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas, As per Scope of Work Section #1.12.3 (A)	12.00	\$12.25	\$147.00	<u>\$13.35</u>	<u>\$160.20</u>
36	Investigations Facility - RESTROOMS, As per Scope of Work Section ##1.12.1 (B) & 1.12.2 (B)	52.00	\$7.38	\$383.76	<u>\$8.04</u>	<u>\$418.08</u>
37	Investigations Facility - RESTROOMS, As per Scope of Work Section #1.12.3 (B)	12.00	\$7.33	\$87.96	<u>\$7.99</u>	<u>\$95.88</u>
38	Investigations Facility - BREAK ROOMS, COFFEE AREAS, As per Scope of Work Section #1.12.1 (C) & #1.12.2 (C)	52.00	\$3.40	\$176.80	<u>\$3.71</u>	<u>\$192.92</u>
39	Investigations Facility - SPECIAL SERVICE SCHEDULE, Extract shampoo carpeted areas	4.00	\$56.00	\$224.00	<u>\$61.04</u>	<u>\$244.16</u>
40	Investigations Facility - SPECIAL SERVICE SCHEDULE, Scrub/re-wax all vinyl tile to maintain Strip & wax	4.00	\$75.00	\$300.00	<u>\$81.75</u>	<u>\$327.00</u>
41	Investigations Facility - SPECIAL SERVICE SCHEDULE, Strip/wax	4.00	\$103.00	\$412.00	<u>\$112.27</u>	<u>\$449.08</u>
42	Misc. - Liquid Hand Soap Pink, Gal.	120.00	\$12.97	\$1,556.40	<u>N/A</u>	<u>N/A</u>
43	Misc. - Toilet Paper, 96 Rolls / Box	120.00	\$35.95	\$4,314.00	<u>N/A</u>	<u>N/A</u>
44	Misc. - Towel Roll Household White, 30 Rolls x 85 Sheets / Box	120.00	\$33.48	\$4,017.60	<u>N/A</u>	<u>N/A</u>
45	Misc. - White Multi Fold Towels, 10 x 250 Sheets / Box	120.00	\$24.15	\$2,898.00	<u>N/A</u>	<u>N/A</u>
46	Misc. - Toilet Seat Covers, 20 x 250 Sheets / Box	100.00	\$32.20	\$3,220.00	<u>N/A</u>	<u>N/A</u>
47	Monthly Janitorial service at Police Shoot House.	12.00	\$189.00	\$2,268.00	<u>\$206.01</u>	<u>\$2,472.12</u>
			<u>\$112,256.88</u>		<u>\$104,911.80</u>	



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 21.

File ID: 23-0053

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - June 21, 2023

Final Action: 06/21/2023

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

- (A) Comcast of South Florida II, Inc. - Basic Cable and Broadcast TV for Pines Point and Pines Place - Renewal
- (B) Miller Legg & Associates, Inc. - Land Surveying Services - Renewal
- (C) Imagine Learning LLC - Student Online Services-Renewal
- (D) Lexipol LLC-Law Enforcement Wellness App-Renewal
- (E) Safeguard Services, Inc. - Janitorial Services for the Police Department - Renewal
- (F) Choices for Life, Inc.-Commercial Lease-Renewal
- (G) Miami Art Services-Art Installation at the Frank Gallery-Renewal
- (H) Bellsouth Telecommunications, LLC d/b/a AT&T Southeast - PRI Services - Renewal
- (I) Ferguson Enterprises, LLC-Utilities Fitting and Accessories-Renewal
- (J) Hawkins Water Treatment Group, Inc- Purchase of Hydrofluosilicic Acid-CO-OP Renewal

**ITEMS (K) AND (L) ARE NOT BEING RENEWED, THEREFORE, NO
COMMISSION ACTION IS REQUIRED AS THEY ARE PRESENTED FOR
NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F)
OF THE CITY'S PROCUREMENT CODE:**

- (K) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting

Agenda Request Form Continued (23-0053)**Systems - Non-Renewal**

(L) Allied Universal Corp. - Sodium Hypochlorite CO-OP Agreement -
Non-renewal

***Agenda Date:** 06/21/2023

Agenda Number: 21.

Internal Notes:

Attachments: 1. Contracts Database Report - June 21st, 2023, 2. A. Comcast Cable Pines Point 2012 (all-backup), 3. A. Comcast Cable Pines Place 2012 (all-backup), 4. B. Miller Legg & Associates - Land Surveying Services PSEN-19-09 (AB), 5. C. Imagine Learning-Online Services for Charter Schools (ABD), 6. D. Lexipol MSA (AB), 7. E. Safeguard Services Inc Agreement - Janitorial Services (PD-21-01)(all backup), 8. F. Choices for Life, Inc. - Commercial Lease Agreement (AB), 9. G. Miami Art Services LLC - Art Installation Services (AB), 10. H. Bellsouth Telecommunications LLC dba AT&T Southeast - PRI Agreement (all-backup), 11. I. Ferguson Enterprises - Utilities Fittings and Accesories (AB), 12. J. Hawkins Hydrofluosilicic CO-OP (ABD-2), 13. K. Keylite Power & Lighting Corp - Station Alerting System Service Agreement (ABD), 14. L. Allied Universal - CO-OP Sodium Hypochlorite (AB)

1	City Commission	06/21/2023	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
		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) Comcast of South Florida II, Inc. - Basic Cable and Broadcast TV for Pines Point and Pines Place - Renewal

1. On December 27, 2012, the City entered into two (2) Services Agreements with Comcast of

Agenda Request Form Continued (23-0053)

South Florida II, Inc., each for an initial five (5) year period, which expired on December 14, 2017.

2. The City of Pembroke Pines Community Services Department utilizes Comcast of South Florida II, Inc. to provide basic cable and broadcast TV services for the senior residential units at Pines Point and Pines Place.

3. Section 9 of each of the Original Agreements authorizes additional, automatic, two (2) year renewal terms.

4. On December 15, 2017, 2019, and 2021 the services were automatically renewed, each time for an additional two (2) year period, extending the terms of both Agreements to December 14, 2023.

5. The Community Services Department recommends that the City Commission approve the automatic continuation of these services for an additional two (2) year renewal term, commencing on December 15, 2023, and expiring on December 14, 2025, as allowed by the Agreements.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$653,821.00 (for Pines Point & Pines Place)

b) Amount budgeted for this item in Account No: Cables Fees: Pines Point Account # 001-554-8002-541225-0000-000-0000 and Pines Place Account # 001-554-8002-541225-0000-000-0000-00603

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

d) 2-year projection of the operational cost of the project:

Pines Point:

	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$50,150.00	\$51,654.00	\$54,237.00
Net Cost	\$50,150.00	\$51,654.00	\$54,237.00

Pines Place:

	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$157,900.00	\$165,795.00	\$174,085.00
Net Cost	\$157,900.00	\$165,795.00	\$174,085.00

Total:

	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$208,050.00	\$217,449.00	\$228,322.00
Net Cost	\$208,050.00	\$217,449.00	\$228,322.00

e) Detail of additional staff requirements: Not Applicable

Agenda Request Form Continued (23-0053)**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) Miller Legg & Associates, Inc. - Land Surveying Services - Renewal

1. On August 5, 2020, the City entered into an Agreement with Miller Legg & Associates, Inc. for an initial three (3) year period, which expires on August 4, 2023.

2. Miller Legg & Associates, Inc. provides the City with land surveying services.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. The City expects a significant increase in projects which will require the Consultant's services; therefore, the City is requesting an increase in compensation from \$40,000 to \$80,000.

5. The Engineering Department recommends that the City Commission approve this First Amendment to increase the annual compensation amount from \$40,000.00 to \$80,000.00 and to renew the term for an additional one (1) year period which shall commence on August 5, 2023, and naturally expire on August 4, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$80,000.00

b) Amount budgeted for this item in Account No: 001-519-6006-531100-0000-000-0000

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	\$13,333.33	\$66,666.67
Net Cost	\$13,333.33	\$66,666.67

e) Detail of additional staff requirements: Not Applicable

Agenda Request Form Continued (23-0053)**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

(C) Imagine Learning LLC - Student Online Services - Renewal

1. On August 5, 2020, the City entered into the Original Agreement with Edgenuity, Inc. for a one (1) year period, which naturally expired on July 31, 2021.
2. Edgenuity, Inc. is an online content provider that specializes in providing K-12 digital educational resources and instructional services to the City's Charter Schools.
3. Section 8a of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On August 4, 2021, the City Commission approved the renewal of the Original Agreement, for a one (1) year period which naturally expired on July 31, 2022.
5. Edgenuity, Inc. has since been acquired and is now doing business as Imagine Learning LLC.
6. On June 15, 2022, the City Commission approved the renewal of the Original Agreement, as amended, for a one (1) year period which will naturally expire on July 31, 2023.
7. The City's Charter Schools is satisfied with the performance and execution of the Agreement, as amended, and recommends that the City Commission approve this Third renewal for a one (1) year renewal term which shall commence on August 1, 2023 and naturally expire on July 31, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$62,900.00

b) Amount budgeted for this item in Account No: Funds will be budgeted for this expense within the Pembroke Pines Charter Schools 2023-2024 Proposed Charter School Budget within the following budgetary accounts:

<u>West Middle</u>	<u>Non-capital Software & License</u>	<u>171-569-5052-552652-5102-369-0000-00553</u>	<u>\$18,700.00</u>
<u>West Middle</u>	<u>Professional & Tech Services</u>	<u>171-569-5052-531310-6400-310-0000-00553</u>	<u>\$1,166.67</u>

Agenda Request Form Continued (23-0053)

<u>Central Middle</u>	<u>Non-capital Software & License</u>	<u>171-569-5052-552652-5102-369-0000-00554</u>	<u>\$18,700.00</u>
<u>Central Middle</u>	<u>Professional & Tech Services</u>	<u>171-569-5052-531310-6400-310-0000-00554</u>	<u>\$1,166.67</u>
<u>Academic Village</u>	<u>Non-capital Software & License</u>	<u>172-569-5053-552652-5103-369-0000-</u>	<u>\$22,000.00</u>
<u>Academic Village</u>	<u>Professional & Tech Services</u>	<u>172-569-5053-531310-6400-310-0000-</u>	<u>\$1,166.66</u>
	<u>Total</u>		<u>\$62,900.00</u>

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

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

	FY 2023-24
Revenues	\$.00
Expenditures	\$62,900.00
Net Cost	\$62,900.00

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.

(D) Lexipol LLC - Law Enforcement Wellness App - Renewal

1. On June 15, 2022, the City commission approved to enter into a Master Service Agreement with Lexipol, LLC for an initial one (1) year period, which shall naturally expire on July 11, 2023.

2. Lexipol, LLC provides the City's Police Department with the Cordico Shield Law Enforcement Wellness App.

3. Section 2 of the Original Agreement authorizes the renewal of the Original Agreement for successive one (1) year renewal terms unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term.

4. The Police Department recommends extending the term of the Original Agreement for a one (1) year period which shall commence on July 12, 2023 and shall naturally expire on July 11, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

Agenda Request Form Continued (23-0053)

- a) **Renewal Cost:** \$35,000
- b) **Amount budgeted for this item in Account No:** Funds are available in account 122-521-3023-534995-0000-000-0000- Other Svc - IT
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1 year projection of the operational cost of the project** Not Applicable

	Current FY
Revenues	\$.00
Expenditures	\$35,000.00
Net Cost	\$35,000.00

- 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) Safeguard Services, Inc. - Janitorial Services for the Police Department - Renewal

1. On June 12, 2021, the City entered into an agreement with Safeguard Services, Inc. for an initial two (2) year period, which will expire on June 1, 2023.
2. The City contracts Safeguard Services, Inc. to provide janitorial services at various buildings for the Police Department.
3. Section 5.1 of the Original Agreement authorizes changes to the scope of work of the Original Agreement, evidenced by a written amendment, and on December 29, 2021, the Parties executed the First Amendment, to increase the scope of work to include services at the shoot house portion of the Police Training Facility, and to increase the compensation accordingly. The changes resulted in an increase in annual compensation from \$110,000 to \$112,256.88.
4. Section 3.2 of the Original Agreement authorizes renewal of the Original Agreement for an additional, two (2) year term upon mutual consent, evidenced by a written amendment.
5. On May 24, 2023, the Parties executed the Second Amendment, to extend the term for 29 days up to June 30, 2023, to allow time for the parties to agree on an applicable increase in the compensation.
6. Due to mandated increases in the Florida minimum wage and the increase in the Consumer

Agenda Request Form Continued (23-0053)

Price Index ("CPI"), as well as additional economic pressures, the contractor is requesting a nine percent (9%) increase in compensation. The Police Department and Contractor have agreed that the City will provide the Janitorial Supplies for the renewal term. These changes will result in a reduction of the total annual compensation from \$112,256.88 to \$104,911.80.

7. The Police Department recommends that the City Commission approve this Third Amendment authorizing the 9% increased compensation rate, with the City providing the janitorial supplies, for an additional, two (2) year renewal term commencing on July 1st, 2023, and expiring on June 30th, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$209,823.60 (\$26,227.95 for the remainder of the fiscal year. (7/1/2023 - 9/30/2023))

b) Amount budgeted for this item in Account No: Funds are available in account # 001-521-3001-534950-0000-000-0000 (Other Service - Maintenance)

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

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

	Current FY	Year 2	Year 3
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$26,227.95	\$104,911.80	\$78,683.85
Net Cost	\$26,227.95	\$104,911.80	\$78,683.85

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? No.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?

(F) Choices for Life, Inc. - Commercial Lease - Renewal

1. On October 15, 2020, the City entered into a Commercial Lease Agreement with Choices for Life, Inc. for an initial one (1) year period, which naturally expired on November 1, 2021.

2. Choices for Life, Inc. leases the premises located at 6700 NW 13 St., Pembroke Pines, FL 33025.

3. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for

Agenda Request Form Continued (23-0053)

four (4) additional one (1) year terms upon mutual consent, evidenced by a written Amendment.

4. On August 4, 2021, the Parties executed the First Amendment to renew the term for an additional one (1) year period which expired on November 1, 2022.

5. On April 14, 2022, the Parties executed the Second Amendment to renew the term for an additional one (1) year period which expires on November 1, 2023.

6. The Public Services Department recommends the City Commission to approve this Third Amendment to renew the term for an additional one (1) year period which shall commence on November 2, 2023 and naturally expire on November 1, 2024.

FINANCIAL IMPACT DETAIL:

a) Renewal Revenue: \$56,896.08

b) Amount budgeted for this item in Account No: Funds are currently budgeted for this project in account #001-000-6001-362030-0000-000-0000-Rental city facilities

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

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

	FY 2023-24	FY 2024-25
Revenues	\$52,154.74	\$4,741.34
Expenditures	\$0.00	\$0.00
Net Revenue	\$52,154.74	\$4,741.34

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.

(G) Miami Art Services - Art Installation at the Frank Gallery - Renewal

1. On August 21, 2019, the City commission approved the Agreement between the City and Miami Art Services, Inc. for an initial two (2) year period, naturally expiring September 30, 2021.

2. Miami Art Services, Inc. provides professional art installation services at the Frank art gallery.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for

Agenda Request Form Continued (23-0053)

two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing October 1, 2021 and ending September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$52,000 over a two-year period

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

001-573-7010-534990-0000-000-0000-00350

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	\$0	\$0
Expenditures	\$26,000	\$26,000
Net Cost	\$26,000	\$26,000

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

**(H) Bellsouth Telecommunications, LLC d/b/a AT&T Southeast - PRI Services -
Renewal**

1. On July 29th, 2021, the City entered into an Agreement with Bellsouth Telecommunications, LLC d/b/a AT&T Southeast for a twelve (12) month period, which expired on July 31st, 2022.

2. Bellsouth Telecommunications, LLC d/b/a AT&T Southeast provides primary rate interface ("PRI") services (end to end digital telecommunications for voice lines) for the City facilities and Charter School campuses.

3. The 2021 Agreement formalized the services which had been provided since 2014 and

Agenda Request Form Continued (23-0053)

authorizes the renewal of existing circuits for successive twelve-month terms.

4. On August 23rd, 2022, the parties executed a Renewal Agreement to extend the term for an additional, one (1) year period which will expire on July 31st, 2023.

5. The Technology Services Department recommends that the City Commission approve this Renewal Agreement for an additional twelve (12) month renewal term commencing on August 1st, 2023 and expiring on July 31st, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$44,824.80

b) Amount budgeted for this item in Account No:

Monthly invoices for PRI services are spread across multiple City departments as well as all Charter School campuses using the following account codes -

City Departments: billed against 541100 (Telephone)

Charter Schools: billed against 541370 (Communications)

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

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

This agreement is for a one-year period commencing August 1, 2023. Therefore, projected operational costs will follow the City's and Charter School fiscal calendars. August 1, 2023 to September 30, 2024 for City department budgets and August 1, 2023 to June 30, 2024 for Charter School's budget.

541370 (Communications):

	Current School FY	FY 2023-24
Revenues	\$0.00	\$0.00
Expenditures	\$0.00	\$7,500.00
Net Cost	\$0.00	\$7,500.00

541100 (Telephone):

	Current City FY	FY 2023-24
Revenues	\$0.00	\$0.00
Expenditures	\$6,220.80	\$31,104.00
Net Cost	\$6,220.80	\$31,104.00

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

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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

(I) Ferguson Enterprises, LLC - Utilities Fitting and Accessories - Renewal

1. On December 14, 2022, the City entered into an Agreement with Ferguson Enterprises, LLC., utilizing the terms and pricing offered in Seminole County IFB-603727/LNF which shall expire on July 15, 2023.

2. Ferguson Enterprises, LLC provides utilities fitting and accessories on an as needed basis for purchase of inventory parts for its Environmental Services Water and Wastewater Division.

3. Section 4.1 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Utilities Department recommends that the City Commission approve this First Amendment for the first one (1) year renewal term which shall commence on July 16, 2023 and shall naturally expire on July 15, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$350,000.00

b) Amount budgeted for this item in Account No:

471-535-6021-546150-0000-000-0000- & 471-533-6032-546150-0000-000-0000-

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	\$0.00	\$0.00
Expenditures	\$87,500.00	\$262,500.00
Net Cost	\$87,500.00	\$262,500.00

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

Agenda Request Form Continued (23-0053)**Labor for this service?****(J) Hawkins Water Treatment Group, Inc - Purchase of Hydrofluosilicic Acid - CO - OP Renewal**

1. On September 18, 2019, the City Commission approved the purchase of Hydrofluosilicic Acid on as needed basis from Hawkins Water Treatment Group, Inc. utilizing the Southeast Florida Governmental Cooperative Purchasing Group (CO-OP) Bid #19-C-020-F for an initial period which expired on August 18, 2021.
2. Hawkins Water Treatment Group, Inc. provides Hydrofluosilicic Acid to the City's Water Treatment Plant and the City's Wastewater Treatment Plant.
3. The Term of the CO-OP Agreement allows for two (2) additional (2) year renewal terms.
4. On August 18, 2021, the City Commission approved to continue utilizing the CO-OP Agreement for the purchase of Hydrofluosilicic Acid on as needed basis for an additional 2 year term which will expire on August 18, 2023.
5. The CO-OP has extended Term of their agreement with Hawkins Water Treatment Group, Inc. for an additional 2 year terms which will expire on August 18, 2025.
6. The Utilities Department recommends that the City Commission approve the continuation of purchasing of Hydrofluosilicic Acid on as needed basis for an additional two (2) year term which shall expire on August 18, 2025 utilizing the CO-OP Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$104,400.00 (12,000 gallons annual estimated usage x \$4.35/gallon)
- 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) **3 year projection of the operational cost of the project:**

	Current FY	FY 2024	FY 2025
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$8,700.00	\$52,200.00	\$43,500.00
Net Cost	\$8,700.00	\$52,200.00	\$43,500.00

- 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?

(K) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting Systems - Non-Renewal

1. On May 1, 2018, the City entered into a Service Agreement with Keylite Power & Lighting Corp. for an initial one (1) year period, which naturally expired on April 30, 2019.
2. Keylite Power and Lighting Corp. is the sole source supplier and service company for the G2 Fire Station Alerting system that was installed in all of City's Fire Stations in 2019. Keylite Power and Lighting Corp. provides the Fire Department with twenty-four hour service to the alerting systems for emergency call outs and repairs.
3. Section 10 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year periods upon mutual consent, evidenced by a written Amendment.
4. On May 1, 2019, the Parties executed the First Amendment to the Original Agreement to extend the term thereof for one (1) year, which naturally expired on April 30, 2020.
5. On February 5, 2020, the Parties executed the Second Amendment to the Original Agreement, as amended, to align the term with the City's fiscal year, extending the renewal period to September 30, 2021.
6. On June 16, 2021, the Parties executed the Third Amendment to the Original Agreement, as amended, to extend the term thereof which naturally expired on September 30, 2022.
7. On August 8, 2022, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to increase the total annual amount from \$41,086.36 to \$42,654.68, and to extend the term thereof for a one (1) year period which will naturally expire on September 30, 2023.
8. There are no further renewals and the Department will start a new Procurement process for the services.

(L) Allied Universal Corp. - Sodium Hypochlorite CO-OP Agreement - Non-renewal

1. On October 6, 2021, the City Commission approved the purchase of sodium hypochlorite 12.5% from Allied Universal Corp. for an initial period, which expires on August 31, 2023.
2. Allied Universal Corp. provides the City's Water Treatment Plant and the Wastewater Treatment Plant with sodium hypochlorite 12.5% on an as needed basis.
3. The Original Agreement authorizes the renewal of the Original Agreement for two (2)

Agenda Request Form Continued (23-0053)

additional one (1) year renewal terms.

4. The Utilities Department has confirmed that the City of Fort Lauderdale, as the lead agency, has not renewed the CO-OP agreement with Allied Universal Corp, and that a new procurement process has been started to secure this service.

Rojas, Dominique

From: Rotstein, Daniel
Sent: Thursday, June 22, 2023 5:21 PM
To: Rojas, Dominique
Subject: FW: Safeguard Services, Inc. - Janitorial Services for the Police Department Agreement - Third Amendment for Renewal - Risk Approval Request
Attachments: Safeguard Services Inc - Janitorial Services (PD-21-01)(Orig-2ndA)(ABD).pdf; Safeguard Services, Inc. - Janitorial Services - PD - Third Amendment.pdf; Exhibit D - Safeguard Services, Inc. Letter - PPPD increase 23-24.pdf; Exhibit E - Price List 2023-2025.pdf

Ok with me

From: Rojas, Dominique <drojas@ppines.com>
Sent: Thursday, June 22, 2023 3:49 PM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: Safeguard Services, Inc. - Janitorial Services for the Police Department Agreement - Third Amendment for Renewal - Risk Approval Request

Dear Daniel,

Good afternoon. Please could you review the updated certificate of insurance for the above-referenced agreement, which appears on page 6 of the all-back-up file attached? The Third Amendment and exhibits are also attached here for your reference.

Kindest regards,

Dominique Rojas • Contracts Specialist
Finance Department
City of Pembroke Pines
601 City Center Way, Pembroke Pines, FL 33025
Direct: 954-392-9436
Email: drojas@ppines.com
Main: 954-392-9435
Team Email: contracts@ppines.com
www.ppines.com
City Hall hours: Monday–Thursday 7am–6pm (closed on Fridays)



City of Pembroke Pines

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

THIS AMENDMENT ("Second Amendment"), dated May 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 **June 7, 2021**, the Parties entered into the Janitorial Services Agreement ("Original Agreement") for an initial **two (2) year period**, which will naturally expire on **June 1, 2023**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **one (1)**, additional, **two (2) year term** pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **December 29, 2021**, the Parties executed the First Amendment to the Original Agreement to increase the scope of work to include services at the shoot house portion of the Police Training Facility, and to increase the compensation, accordingly; and,

WHEREAS, the CONTRACTOR is agreeable to an extension of the current term of the Original Agreement, as amended, at no increase in cost and at the same rates currently in effect; and,

WHEREAS, the CITY Code of Ordinances §35.29(C) authorizes the City Manager to extend, for operational purposes, and for a maximum of one hundred and eighty (180) days, any contract previously approved by the City Commission and entered into by the City; and,

WHEREAS, to date the Parties desire to extend the term of their contractual relationship for **twenty-nine (29) days** pursuant to CITY Code of Ordinances §35.29(C) as set forth in this Second Amendment.



City of Pembroke Pines

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 Second 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 extended for a twenty-nine (29) day period commencing on **June 2, 2023**, and expiring on **June 30, 2023**.

SECTION 4. Section 4.1 of the Original Agreement, as amended, is hereby revised and amended to include Section 4.1.1 as set forth below:

4.1.1 Notwithstanding Section 4.1 of the Original Agreement, as amended, the total amount paid to CONTRACTOR for actual services performed during the extension period of twenty-nine (29) days, shall not exceed **ELEVEN THOUSAND DOLLARS AND 00/100 CENTS (\$11,000.00)**.

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.



City of Pembroke Pines

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



City of Pembroke Pines

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 Second Amendment and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 8. 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 9. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 10. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

SECTION 11. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene D. Graham

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

May 24, 2023

DocuSigned by:

BY: Charles F. Dodge

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Samuel E. Goard 5/18/23

Print Name: Samuel E. Goard

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

SAFEGUARD SERVICES, INC.

Signed By: [Signature]

Printed Name: Kevin Connor

Title: V.P.



SAFESER-01

GREITZER

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	NAIC #
	INSURER A : Charter Oak Fire Insurance Company	25615
INSURED Safeguard Services, Inc. & Safe Management Systems Inc dba iClean Team 13975 Pembroke Road Pembroke Pines, FL 33027	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <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	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 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



City of Pembroke Pines

FIRST AMENDMENT TO JANITORIAL SERVICES AGREEMENT

THIS AMENDMENT ("First Amendment"), dated December 29, 2021, 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, 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 **June 2 2021**, the Parties entered into the Janitorial Services Agreement ("Original Agreement") for an initial **two (2) year period**, which will expire on **June 1, 2023**; and,

WHEREAS, Article 5 of the Original Agreement, authorized changes that would increase the scope of work described in Exhibit "A"; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, and desire to amend the terms contained therein to increase the scope of work to include services at the school house portion of the Police Training Facility, as set forth in this First 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 First Amendment, or any subsequent amendment, which is in ~~strike through type~~ shall be deletions from the terms of the Original



City of Pembroke Pines

Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. Section 2.1 of the Original Agreement is hereby revised and amended as set forth below:

2.1 CONTRACTOR hereby agrees to perform **Janitorial Services for the Police Department**, at the four (4) CITY locations ("Property") more particularly described in and in accordance with the specifications, "IFB # PD-21-01", attached hereto and made a part hereof as **Exhibit "A"**, and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.1.1 CONTRACTOR further agrees to perform Janitorial Services at the shoot house portion of the Police Training Facility (1201 SW 208 Ave), as more particularly described in Exhibit "C", attached hereto and by this reference made a part hereof. Services for the shoot house portion of the Police Training Facility shall take effect pursuant to the First Amendment hereto and continue for the duration of the term unless otherwise agreed to by the Parties.

SECTION 4. Section 4.1 of the Original Agreement is hereby revised and amended as set forth below:

4.1 CITY hereby agrees to compensate CONTRACTOR for all services performed and properly invoiced by CONTRACTOR in accordance with the pricing set forth in **Exhibit "B"** and in **Exhibit "C"**, an annual amount NOT TO EXCEED ONE HUNDRED TEN TWELVE THOUSAND TWO HUNDRED SIXTY-EIGHT DOLLARS AND ~~00/100~~ ZERO CENTS. (\$112,268.00), payable in monthly payments for actual services performed.

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:



City of Pembroke Pines

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.

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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

*City of Pembroke Pines*

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 First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 8. 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 9. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

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SECTION 11. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

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

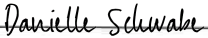
ATTEST:

DocuSigned by:

E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK
December 29, 2021

DocuSigned by:

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

APPROVED AS TO FORM:

DocuSigned by:

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

CONTRACTOR:

SAFEGUARD SERVICES INC.

Signed By: 

Name: Kevin Connor

Title: V.P.



Exhibit "C"

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

MEMORANDUM

DATE: 11/23/21

TO: Captain Anthony Cerino

FROM: Kevin Connor

RE: Pembroke Pines Police Training Facility - Cleaning Estimate

Please consider this memo Safeguard Services, Inc. estimate to provide cleaning services to Pembroke Pines Police Training Facility- Shoot house and restroom, located at 1201 SW 208th Ave, Pembroke Pines FL.

Services provided below:

Shoot house – (once a month):

- Sweep and mop all floors with neutral cleaner

Restroom:

- Perform weekly cleaning of restrooms, including sinks, toilets and floors.

The monthly cost for this service is one hundred eighty- nine dollars.
(\$189.00/mo).





SAFESER-01

CRYANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2021

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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Insurance Company</td> <td>36161</td> </tr> <tr> <td>INSURER D : Associated Industries Insurance Company, Inc</td> <td>23140</td> </tr> <tr> <td>INSURER E : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER F : Westchester Fire Insurance Company</td> <td>10030</td> </tr> </table>	INSURER	NAIC #	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 : Westchester Fire Insurance Company	10030
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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 <div style="margin-left: 20px;"> <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: </div>	X		660-7N973503	9/15/2021	9/15/2022	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 - COMPI/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div>			810-7N939940	9/15/2021	9/15/2022	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"/> EXCESS LIAB <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000 </div>			CUP-7N935194	9/15/2021	9/15/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AWC1173387	9/15/2021	9/15/2022	<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
E	Crime			82243816	9/15/2021	9/15/2022	Fidelity 250,000
F	Environmental			G28408956 002	9/15/2021	9/15/2022	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

General Liability Blanket Additional Insured (inc 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	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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City of Pembroke Pines

JANITORIAL SERVICES AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the 2nd day of June, **2021**
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 **Florida 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 the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

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

ARTICLE 1 **PREAMBLE**

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

1.1 CITY is in need of janitorial services for CITY's Police Department at four (4) CITY locations.

1.1 On **February 23rd, 2021**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **Janitorial Services for the Police Department** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

IFB # PD-21-01 **"Janitorial Services for the Police Department"**

1.2 On **March 23rd, 2021**, the bids were opened at the offices of the City Clerk.



1.3 On June 2nd, 2021, the CITY Commission awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform **Janitorial Services for the Police Department**, at the four (4) CITY locations ("Property") more particularly described in and in accordance with the specifications, "**IFB # PD-21-01**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

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

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

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

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

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



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

ARTICLE 3 **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform janitorial services associated with the Property in accordance with **Exhibit "A"** attached hereto and made part hereof, for an initial **two (2) year** term commencing on the Effective Date of this Agreement and ending two (2) years thereafter.

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

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

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing **thirty (30)** 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.

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



ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 CITY hereby agrees to compensate CONTRACTOR for all services performed and properly invoiced by CONTRACTOR in accordance with the pricing set forth in **Exhibit "B"**, an annual amount NOT TO EXCEED **ONE HUNDRED TEN THOUSAND DOLLARS AND 00/100. (\$110,000.00)**, payable in monthly payments for actual services performed.

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

4.4 **Method of Billing and Payment.** Invoices submitted by CONTRACTOR shall include information such as date of service, location of services, description of services performed, and any other information reasonably required by CITY. The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director or his/her assignees. Payment will be made to CONTRACTOR at:

Safeguard Services, Inc.
13975 Pembroke Road
Pembroke Pines, FL 33027

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 Work, as described in **Exhibit "A"**, to be provided under this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

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

ARTICLE 6

INDEMNIFICATION

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



maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

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

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

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

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

ARTICLE 7

INSURANCE

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

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

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



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

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

7.6 REQUIRED INSURANCE

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

Yes No

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

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

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

Yes No

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



City of Pembroke Pines

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

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

Yes No

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

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

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

Yes No

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

Yes No

- ☒ 7.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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

Yes No

- ☒ 7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed



operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ x

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

Yes No

☐ x

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

Yes No

☐ x

7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ x

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



Yes No



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

Yes No



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

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

Yes No



7.6.13 Other Insurance

7.7 REQUIRED ENDORSEMENTS

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



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

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

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

ARTICLE 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 9

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of



CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10

AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 11

UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

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

ARTICLE 12

GOVERNING LAW AND VENUE

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



ARTICLE 13

SIGNATORY AUTHORITY

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

ARTICLE 14

DEFAULT OF CONTRACT & REMEDIES

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

14.2 **Correction of Work.** If, in the judgment of CITY, 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.

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

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

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

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

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

14.3.5 The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement



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

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

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

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

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

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

ARTICLE 15 **BANKRUPTCY**

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



ARTICLE 16

MERGER; AMENDMENT

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

ARTICLE 17

DISPUTE RESOLUTION

17.1 Operations During Dispute.

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

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

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

ARTICLE 18

PUBLIC RECORDS

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

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

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



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

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

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

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

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

**ARTICLE 19
SCRUTINIZED COMPANIES**

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

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



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

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

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20

EQUAL BENEFITS FOR EMPLOYEES

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

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

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

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

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

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR's duties pursuant to this Agreement,



contact Human Resources at (954) 392-2092 or drotstein@ppines.com.

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

ARTICLE 21

EMPLOYMENT ELIGIBILITY

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

21.1.1 Definitions for this Section.

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

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

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

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

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

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

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

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited



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

ARTICLE 22

MISCELLANEOUS

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

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

22.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of 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. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

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

22.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or



City of Pembroke Pines

secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

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

Copy To: 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 - VP**
Safeguard Services, Inc.
13975 Pembroke Road
Pembroke Pines, FL 33027
E-mail: ktconnor@safeguardservices.net
Telephone No: (954) 963-4900
Facsimile No: (964) 963-3884

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

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



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

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

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

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

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

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

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

22.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.

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 Graham June 7, 2021

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MARLENE D. GRAHAM, CITY CLERK

BY:

MAYOR FRANK C. ORTIS

DocuSigned by:

BY:

Charles F. Dodge June 7, 2021

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Samuel S. Goler 6/5/21
Print Name: SAMUEL S. GOLER, 6/5/21

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

SAFEGUARD SERVICES, INC.

Signed By:

Name:

Title:

Kevin T. Connor
V.P. Operations



Janitorial Services for the Police Department

Invitation for Bids # PD-21-01

General Information		
Project Cost Estimate	Not Applicable	Not Applicable
Project Timeline	The initial term of this contract shall be for a two (2) year period with option to renew for an additional two (2) year period term	See Section 1.14
Evaluation of Proposals	Staff	See Section 1.17
Mandatory Pre-Bid Meeting	10:00 a.m. on March 2, 2021 at the Pembroke Pines Police Department East Station - 9500 Pines Blvd. Pembroke Pines Fl. 33024.	See Section 1.19.1
Question Due Date	March 8, 2021	See Section 1.19
Proposals will be accepted until	2:00 p.m. on March 23, 2021	See Section 1.20
5% Proposal Security / Bid Bond	Not Applicable	
100% Payment and Performance Bonds	Not Applicable	

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



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Attachment B: Non-Collusive Affidavit

Attachment C: Proposer’s Qualifications Statement

Attachment D: Sample Insurance Certificate

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

Attachment F: References Form

Attachment G: Janitorial Services Task List

Attachment H: Proposal Form



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

RFP # PD-21-01 Janitorial Services for the Police Department

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

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

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

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

Proposals will be accepted until 2:00 p.m., March 23, 2021. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

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

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



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

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

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

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

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

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

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

1.2 PURPOSE

The City of Pembroke Pines is seeking bids from qualified firms, hereinafter referred to as Contractors(s), to provide janitorial services for the Police Department at the following locations:

East Station - 9500 Pines Blvd. Pembroke Pines FL 33024
West station - 18400 Johnson St. Pembroke Pines FL 33029
Training Facility - 1201 SW 208 Ave. Pembroke Pines FL 33029
Investigations Facility- Address to be Disclosed Upon Award



1.3 MATERIALS, EQUIPMENT AND SUPPLIES

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

1.3.1 Janitorial Supply List

The Contractor is responsible for making sure that each location is adequately stocked with the following items:

Police Department – Required Supplies Yearly Estimated Usage		East PD	West PD	Training Unit	Investigations Facility
Item Description	Packaging	Quantities			
Liquid Hand Soap Pink	Gal.	22	2	3	2
Toilet Paper	96 Rolls / Box	33	12	4	1
Towel Roll Household White	30 Rolls x 85 Sheets / Box	38	12	2	2
White Multi Fold Towels	10 x 250 Sheets / Box	77	24	7	2
Toilet Seat Covers	20 x 250 Sheets / Box	8	6	8	3

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

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

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

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



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

Prices for the recommended supplies are to be included in the cleaning prices requested in Attachment H – Proposal Form.

1.4 SECURITY AND UNIFORMS

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

Location for the background check:

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

- B. All personnel working in these facilities (substitutes included) must pass and maintain CJIS security awareness training.
- C. 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.
- D. The contractor's employees' 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.
- E. 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**.

- F. All employees responsible to open and close shall be capable of operating fire and burglar alarm systems properly. **If alarms are not set properly, and the City is required to respond to a non-alarmed building situation, the contractor shall be charged for the costs incurred to remedy the situation.**
- G. 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.
- H. 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 THERMOSTATS

All thermostats in building are not to be touched. Thermostats are preset.

1.6 TIMESHEETS

Services are to be rendered at locations as listed on the bid form for the number of days specified. Weekly work sheets are to be submitted to City Representative after each week of service, which shall show date, time, scope of work, and person who performed the cleaning service. Contractor shall submit a sample timesheet to the City for approval. Employees of the awarded contractor will be assigned spaces to park while performing their duties.

1.7 QUALITY STANDARDS

In general, the achievement of the desired standards as outlined herein will result in an almost complete absence of visible soil. In order to maintain the facilities in this condition, the contractor will immediately remove any visible soil, which is found as a result of their inspection. For purposes of definition, absence of soil shall be at a minimum as follows:

- A. Absence of dust on horizontal and vertical surfaces, floors, walls, ledges, furniture and equipment.
- B. Absence of litter and trash on floor and horizontal surfaces of equipment.



- C. Absence of finger marks, spots, soil build-up on walls, partitions, doors and dividers.
- D. Absence of encrustation, soil and wax build-up on floors, particularly in thresholds, corners, along edges and baseboard, around door jams, and around furniture and equipment legs and bases.
- E. Absence of soil and stains on toilet room fixtures, drains, traps, faucets, soap and dispensers, stalls, mirrors, ledges and drinking fountains. Disinfectants shall be used to sterilize toilet room fixtures, where required.
- F. Absence of dust, spots, gum, soil build-up and encrustation on furniture and equipment surfaces and legs.
- G. Absence of dust, lint and litter on upholstered furniture.
- H. Absence of soil, litter, dust and encrustation in ashtrays, urns, wastebaskets, and trash containers. Wastebaskets and trash containers to be washed as needed.
- I. Absence of marks, spots, stains, and streaks on interior and exterior entrance doors, lobby glass, all partition glass, and concourse interior windows.
- J. Absence of soil and dust on window blinds, shades, sills, frames and ledges.
- K. Absence of other visible soil and cobwebs on horizontal and vertical surfaces including ceilings, interior and exterior.
- L. Absence of trash in building. Trash shall be collected and removed to designated area.
- M. Absence of soil, litter, dust and spots from all carpets, mats and floors.
- N. Absence of streaks, spots, stains from all bright work, where appropriate. All bright work shall be polished dry to a sheen.
- O. Absence of streaks, spots, stains, encrustation, dirt, dust, black marks from all resilient floors.
- P. It is imperative that all “wet” areas such as showers, kitchens, slop sinks or related items be free from mold and mildew at all times.
- Q. Absence of dust, mold, mildew, spots and stains from all air conditioning supply / return grills and surrounding areas.
- R. Two times daily disinfection with an approved disinfecting product, as available, capable of killing the Coronavirus (Covid-19) or other CDC recognized outbreak of



high traffic areas such as sinks, faucet handles, bathroom stall latches, toilet flush handles, door handles, door push bars, etc.

1.8 RECYCLING

The Contractor must remove all recyclable trash from each location daily. Recyclable trash must be removed separately from other trash to avoid contamination and placed in designated recycle bins or transported to designated pick-up locations if applicable.

1.9 STAFF GENERAL RESPONSIBILITIES

- A. All cleaning products utilized shall have prior City approval and Material Safety Data Sheets (MSDS) to be provided.
- B. "Green" products shall be utilized whenever feasible.
- C. Contractor shall submit monthly schedules and weekly work reports indicating work completion.

1.10 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. Employees must be able to speak fluent English.
 - H. There shall be no use of tobacco products, drugs, alcohol or other items of this nature anywhere on the premises or within 1,000 feet of the property.
 - I. Contractor shall provide their employee(s) any necessary PPE gear (e.g. face shields gloves, N95 or other face masks, etc.) as needed/required.
 - J. Staffing. The East District Station shall have two full time employees assigned, the Training and West Facilities shall each have one employee for three (3) hours each day. For the Investigations Facility one employee from either the Training Station or West Station may address that facility's needs once a week for one hour.

1.11 TIME OF SERVICE / OBSERVED HOLIDAYS

Unless specified otherwise, the hours in which the work is to be performed shall be approved by the Logistics Division of the Police Department.

1.11.1 Time of Service

East Station - 9500 Pines Blvd.	Monday through Friday	7:00AM to 5:00 PM
West station - 18400 Johnson St.	Monday through Friday	7:00AM to 5:00 PM
Training Facility - 1201 SW 208 Ave.	Monday through Thursday	7:00AM to 5:00 PM
Investigations Facility	Tuesday	3:00PM to 5:00PM

1.11.2 Observed Holidays

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	



1.12 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.

1.12.1 Work to be Performed Daily

A) Common Area

- Dust horizontal surfaces, i.e. Desk, Credenza, Counter, and File cabinet tops using color coded micro fiber cloths to prevent cross contamination
- Spot clean horizontal surfaces for removal of coffee rings and spillage
- Entrance doors and internal glass partitions cleaned of fingerprints and smudges
- Walls cleaned of fingerprints and smudges
- Clean and sanitize drinking fountains
- Empty all waste paper receptacles
- Replace liners as needed
- Vacuum, sweep, or dust mop all hard surface floors and carpeted traffic areas
- Thoroughly mop all hard surface floors
- Where applicable, sweep clean and damp mop all **stairwells** inside and out including walls and ceilings. Hand rails and balustrades to be wiped down and cobwebs removed
- Two times daily disinfection with an approved disinfecting product, as available, capable of killing the Coronavirus (Covid-19) or other CDC recognized outbreak of high traffic areas such as sinks, faucet handles, bathroom stall latches, toilet flush handles, door handles, door push bars, etc.

B) Restroom

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

C) Break Rooms Coffee Area

- Counters and table tops cleaned with approved disinfectant
- Fronts of counters and chairs cleaned



- Sinks cleaned with approved disinfectant
- Wipe down outside of refrigerator
- Clean inside and outside of microwave
- Trash removed, replace liners as needed

1.12.2 Work to be Performed Weekly

A) Common Area

- Disinfect Keyboards and telephone receivers
- Disinfect light switches, light switch plate covers, and door handles
- Polish all drinking fountains
- Remove spots and small spills from carpet
- Clean all baseboards
- Clean Stainless Steel kick plates

B) Restroom

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

C) Break Rooms Coffee Area

Cleaning of the inside of the refrigerators.

1.12.3 Work to be Performed Monthly

A) Common Area

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

B) Restroom

- Wash tile walls
- Acid bath toilets and urinals
- Clean floor drains using cream cleanser, scrub pads and floor drain brush to remove corrosive and tarnish. After Cleaning, fill drain trap with enzyme based treatment to prevent escape of sewer gas.



1.12.4 Floor Care to be Performed 4 Times a Year as Requested

The special services listed below are to be performed as requested and scheduled by the Police Department. These services are to be billed separately and will be paid as a stand-alone service the month after the service was completed. Please provide pricing for these in Attachment H – Proposal Form.

- Extract shampoo carpeted areas
- Scrub/re-wax all vinyl tile to maintain Strip & wax
- Strip/wax

1.13 FLOOR CARE STANDARDS

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

1.13.1 Non-Carpeted Areas

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

1.13.2 Carpeted Areas

1. Vacuuming (Daily)
 - a. Vacuum all areas making sure vacuum bags do not exceed 70% capacity.
 - b. Utilize extension hoses and tools to thoroughly vacuum all carpeted areas. This includes under desks, close to walls, etc.
2. Heavy Traffic Procedures (Monthly)
 - a. Pre-spraying
 - i. Vacuum all areas to be cleaned making sure vacuum bag does not exceed 70% capacity.
 - ii. Pre-spray carpet using Ramsey's Premulsion or equal with a pump-up sprayer or similar device.
 - iii. Mix 16 oz. per gallon. Do not over dilute chemical.
 - iv. Spray evenly in block patterns. Allow at least 10 minutes of dwell time.
 - v. Extra agitation may be required in excessively soiled areas using a 175-RPM machine with a soft carpet brush attachment.



vi. Agitate pre-sprayed areas only. Then rinse extract with an extraction machine.

3. Rinse Extraction

- a. Fill extractor with a mixture of hot water and Ramsey's Rinsoft or equal.
- b. Mix 1 oz. per gallon. Do not over dilute chemical.
- c. Extract areas that have been pre-sprayed. Note: do not allow pre-spray to dry before being extracted.
- d. Note: this step deep cleans carpet fibers, removes any detergent and neutralizes the pH.
- ❖ Carpet blowers may be utilized to reduce drying time.

1.14 SCHEDULE OF DEDUCTIONS

In the event that the City finds, in a scheduled or random inspection, or receives founded complaints that the Contractor has not completed the services in accordance with the Contract requirements proportionate deductions will be made. There are 23 daily tasks; for any daily task not performed there will be a proportionate deduction from the daily pay. For example, if one of the twenty-three tasks was not performed that will result is a 4.35% deduction. There are 9 weekly tasks and 8 monthly tasks; for any one weekly or monthly task not performed there will be a proportionate deduction of 11.11% and 12.5% respectively.

1.15 PROJECT TIMELINE

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

1.16 PROPOSAL REQUIREMENTS

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

1.16.1 Attachment A: Contact Information Form

- a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.



- b. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
- c. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
- d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- e. 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.
- f. 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.

1.16.2 Attachment B: Non-Collusive Affidavit

1.16.3 Attachment C: Proposer's Qualifications Statement

1.16.4 Attachment F: References Form

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

1.17 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS

The City has implemented a new process that is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will require vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project.

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



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

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

1.17.1 Vendor Information Form

1.17.2 Form W-9 (Rev. October 2018)

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

1.17.3 Sworn Statement on Public Entity Crimes Form

1.17.4 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.

1.17.5 Local Business Tax Receipts

1.17.6 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.



1.17.7 Equal Benefits Certification Form

1.17.8 Vendor Drug-Free Workplace Certification Form

1.17.9 Scrutinized Company Certification

1.18 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

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

1.19 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	February 23, 2021
Mandatory Pre-bid Meeting	10:00am on March 2, 2021
Question Due Date	March 8, 2021
Anticipated Date of Issuance for the Addenda with Questions and Answers	March 11, 2021
Proposals will be accepted until	2:00 p.m. on March 23, 2021
Proposals will be opened at	2:30 p.m. on March 23, 2021
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD

1.19.1 MANDATORY PRE-BID MEETING / SITE VISIT

There will be a mandatory scheduled pre-bid meeting on **March 2, 2021 at 10:00 a.m.** Meeting location will be at the **Pembroke Pines Police Department East Station - 9500 Pines Blvd. Pembroke Pines Fl. 33024.**

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

1.20 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before 2:00 p.m. on February 9, 2021.



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

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

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

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



SECTION 2 - INSURANCE REQUIREMENTS

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

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

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

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

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

2.6 REQUIRED INSURANCE



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

Yes No

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

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

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

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

Yes No

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

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

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

Yes No



City of Pembroke Pines

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

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

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

Yes No

☐ ☐

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

Yes No

✓ ☐

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

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

Yes No

☐ ✕

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

Yes No



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

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

Yes No

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

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

Yes No

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

Yes No

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



later of three (3) years after the delivery of goods/services or final payment of this Agreement.

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

Yes No

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

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

Yes No

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

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

Yes No

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



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

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

Yes No

☐ ☐ 2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

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

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

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

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



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

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

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

3.2 CONFLICT OF INSTRUCTIONS

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

3.3 ADDENDA or ADDENDUM

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

3.4 INTERPRETATIONS AND QUESTIONS

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

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

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

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

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



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

3.6 WARRANTIES FOR USAGE

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

3.7 BRAND NAMES

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

3.8 QUALITY

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

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

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

3.10 DEVELOPMENT COSTS

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

3.11 PRICING

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

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

3.12 DELIVERY POINT

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

3.13 TAX EXEMPT STATUS

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

3.14 CONTRACT TIME

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



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

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

3.15 COPYRIGHT OR PATENT RIGHTS

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

3.16 PUBLIC ENTITY CRIMES

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

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

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

3.17 CONFLICT OF INTEREST

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

3.18 FACILITIES

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

3.19 ENVIRONMENTAL REGULATIONS

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



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

3.20 SIGNATURE REQUIRED

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

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

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

3.21 MANUFACTURER'S CERTIFICATION

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

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

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

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

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

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

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

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



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

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

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

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such item(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 consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

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

3.27 DEFAULT PROVISION



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

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

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

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

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

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

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

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

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

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

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

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

3.30 SCRUTINIZED COMPANIES LIST

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

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



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

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

2. Is engaged in business operations in Syria.

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

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

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

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

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

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

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

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



3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

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

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

3.33 CONE OF SILENCE

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

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

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

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

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

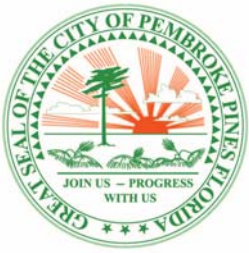
Permitted communication: The cone of silence shall not apply to:

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

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

(3) Contract negotiations with the selected entity.

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



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CITY COMMISSION

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DISTRICT 3
954-450-1030
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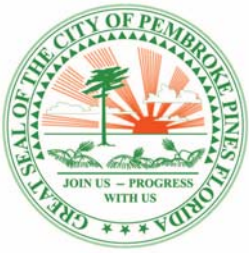
Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

March 10, 2021

Addendum # 1
City of Pembroke Pines
IFB # PD-21-04 Janitorial Services for the Police Department

1. NEW ATTACHMENTS

- **Attachment I – “Invoices for Janitorial Services at the Police Department”** has been added as a response to question 6 from the Q&A section of this bid. Attachment I includes paid invoices for the past 12 months for the current vendor.
- **Attachment J – “Square Footage and Floor Plans of all Floors at the Police Department”** has been added as a response to question 7. Attachment J includes square footage amounts per floor type, as well as the floor plans for all facilities.



**PEMBROKE PINES
CITY COMMISSION**

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March 11, 2021

**Addendum # 2
City of Pembroke Pines
IFB # PD-21-01 Janitorial Services for the Police Department**

1. UPDATED ATTACHMENTS

Attachment H – Proposal Form has been updated to include required pricing for the Investigations Facility.

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **PD-21-01** titled “**Janitorial Services for the Police Department**” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

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

COMPANY INFORMATION:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

SIGNATURE:

B) Proposal Checklist

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

Attachment A - Contact Information Form	Yes <input type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input type="checkbox"/>

Attachment F - References Form	Yes <input type="checkbox"/>
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Did you make sure to update the following documents found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes <input type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input type="checkbox"/>
Local Vendor Preference Certification	Yes <input type="checkbox"/>
Local Business Tax Receipts	Yes <input type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input type="checkbox"/>
Equal Benefits Certification Form	Yes <input type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input type="checkbox"/>
Scrutinized Company Certification	Yes <input type="checkbox"/>

C) Sample Proposal Form

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



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

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

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

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

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

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

Printed Name/Signature Title Name of Company



City of Pembroke Pines

Attachment C

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:

PROPOSER'S License Number:

(Please attach certificate of status, competency, and/or state registration.)

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:

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

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 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?

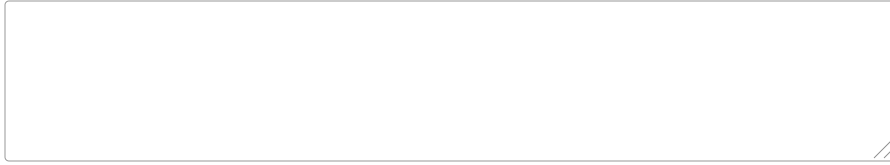
Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

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

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.



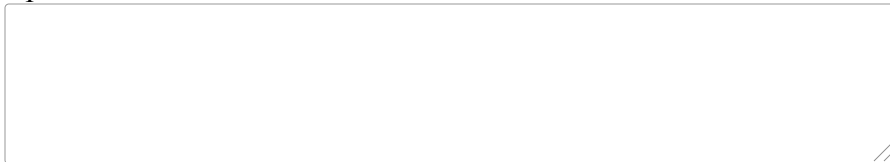
List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.



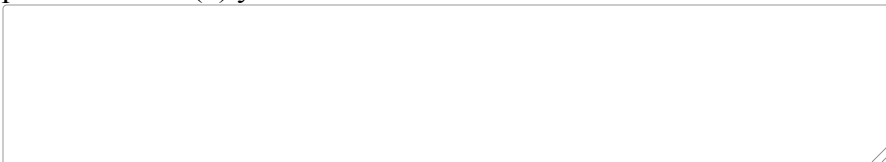
Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.



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, it the previous three (3) years:



The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract 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 (MM/DD[YY])
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
		INSURERS AFFORDING COVERAGE
INSURED		INSURER A:
YOUR COMPANY NAME HERE		INSURER B.
		INSURER C.
		INSURER D.
		INSURER E.
		Companies providing coverage

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				SAMPLE CERTIFICATE
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	OTHER				

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS	
"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"	
CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:
City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	City Must Be Named as Certificate Holder
CANCELLATION	
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CERTIFICATE HOLDER SHALL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE INSURER.	
AUTHORIZED REPRESENTATIVE	



City of Pembroke Pines

CONTRACTUAL SERVICES AGREEMENT

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

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

and

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

W I T N E S S E T H:

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

ARTICLE 1 **PREAMBLE**

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

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

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

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



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

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

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

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

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

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

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

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



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

ARTICLE 3 TERM AND TERMINATION

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

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

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

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

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

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

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

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



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

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

4.4 **Method of Billing and Payment.**

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

4.4.2 Payment will be made to CONTRACTOR at:

«Vendor_Name»
 «Vendor_Address_Line_1»
 «Vendor_Address_Line_2»

ARTICLE 5

CHANGES IN SCOPE OF WORK

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

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

ARTICLE 6

RESERVED

ARTICLE 7

INDEMNIFICATION

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



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

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

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

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

ARTICLE 8 **INSURANCE**

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

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

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



City of Pembroke Pines

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

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

8.6 REQUIRED INSURANCE

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

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

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

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

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

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



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

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

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

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

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

8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS

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

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

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



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

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

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 10

INDEPENDENT CONTRACTOR

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



ARTICLE 11

UNCONTROLLABLE FORCES

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

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

ARTICLE 12

AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 13

GOVERNING LAW AND VENUE

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

ARTICLE 14

SIGNATORY AUTHORITY

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

ARTICLE 15

MERGER; AMENDMENT

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



ARTICLE 16

DEFAULT OF CONTRACT & REMEDIES

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

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

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

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

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

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

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



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

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

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

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

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

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

ARTICLE 17 **BANKRUPTCY**



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

ARTICLE 18

DISPUTE RESOLUTION

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

18.2 Operations During Dispute.

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

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

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

ARTICLE 19

PUBLIC RECORDS

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

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



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

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

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

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

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

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

**ARTICLE 20
MISCELLANEOUS**

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

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



City of Pembroke Pines

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
----------	--------------------------------



City of Pembroke Pines

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

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

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

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

REFERENCES FORM

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

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

Name and location of the project:

Nature of the firm's responsibility on the project:

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

Work for which staff was responsible:

Contract Type: The results/deliverables of the project:

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

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Name and location of the project:

Nature of the firm's responsibility on the project:

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

Work for which staff was responsible:

Contract Type: The results/deliverables of the project:

JANITORIAL SERVICES TASK LIST

Common area	Restrooms	Break Rooms/Coffee Area
<p><u>Daily:</u></p> <ul style="list-style-type: none"> ○ Dust horizontal surfaces (Desk, Credenza, Counter, and File cabinet tops) using color coded micro fiber cloths to prevent cross contamination ○ Spot clean horizontal surfaces for removal of coffee rings and spillage ○ Entrance doors, internal glass partitions, and walls cleaned of fingerprints and smudges ○ Clean and sanitize drinking fountains ○ Empty all waste paper receptacles ○ Replace liners as needed ○ Vacuum, sweep, or dust mop all hard surface floors and carpeted traffic areas ○ Thoroughly mop all hard surface floors ○ Where applicable, sweep clean and damp mop all stairwells inside and out including walls and ceilings. Hand rails and balustrades to be wiped down and cobwebs removed ○ Two times daily disinfection with an approved disinfecting product, as available, capable of killing the Coronavirus (Covid-19) or other CDC recognized outbreak of high traffic areas such as sinks, faucet handles, bathroom stall latches, toilet flush handles, door handles, door push bars, etc. <p><u>Weekly (every Monday):</u></p> <ul style="list-style-type: none"> ○ Disinfect Keyboards and telephone receivers ○ Disinfect light switches, light switch plate covers, and door handles. ○ Polish all drinking fountains ○ Remove spots and small spills from carpet ○ Clean all baseboards ○ Clean Stainless Steel kick plates <p><u>Monthly (first Tuesday of the month):</u></p> <ul style="list-style-type: none"> ○ Dusting – air vents, tops of doors, door frames, ceiling corners, picture frames, front and sides of desks, legs of chairs, tables, and chair bases ○ Furniture – vacuum fabric and wipe down other surfaces to remove dust and lint ○ Detail vacuum carpet edges and corners along walls and partitions ○ Dust all baseboards ○ Table bases and chair legs cleaned 	<p><u>Daily:</u></p> <ul style="list-style-type: none"> ○ Clean and disinfect all dispensers, mirrors, counter tops, wash basins, toilets, toilet seats, and urinals ○ Empty trash receptacles, replace liners as needed ○ Empty sanitary napkin receptacle and disinfect ○ Spot clean partitions and tile walls ○ Restock hand soap and paper products ○ Disinfect partition handles, door handles, and light switches ○ Clean and sanitize outsides of dispensers and trash receptacles <p><u>Weekly (every Wednesday):</u></p> <ul style="list-style-type: none"> ○ Dust – tops of partitions, air vents, mirror frames, and tops of doors ○ Clean and disinfect restroom partitions and walls around toilets and urinals <p><u>Monthly (first Thursday of the month):</u></p> <ul style="list-style-type: none"> ○ Wash tile walls ○ Acid bath toilets and urinals ○ Clean floor drains using cream cleanser, scrub pads and floor drain brush to remove corrosive and tarnish. After Cleaning, fill drain trap with enzyme based treatment to prevent escape of sewer gas. 	<p><u>Daily:</u></p> <ul style="list-style-type: none"> ○ Counters and table tops cleaned with approved disinfectant ○ Fronts of counters and chairs cleaned ○ Sinks cleaned with approved disinfectant ○ Wipe down outside of refrigerator ○ Clean inside and outside of microwave ○ Trash removed, replace liners as needed <p><u>Weekly (every Friday):</u></p> <ul style="list-style-type: none"> ○ Clean inside of the refrigerators. <p><u>Special Services</u></p> <ul style="list-style-type: none"> ○ Extract shampoo carpeted areas ○ Scrub/re-wax all vinyl tile to maintain Strip & wax ○ Strip/wax <p>To be scheduled 4 times per year on the following months:</p> <ul style="list-style-type: none"> ○ January ○ April ○ July ○ October

Pembroke Pines Police - East Station
9500 Pines Boulevard Pembroke Pines, FL 33024

Item #	Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.12.1 (A) Work to be Performed Daily	Daily / 5-Days Monday - Friday	-	260	-
2	As per Scope of Work Section #1.12.2 (A) Work to be Performed Weekly	Weekly	-	52	-
3	As per Scope of Work Section #1.12.3 (A) Work to be Performed Monthly	Monthly	-	12	-
Total Cost for This Area					-

Item #	RESTROOMS	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
4	As per Scope of Work Section #1.12.1 (B) Work to be Performed Daily	Daily / 5-Days Monday - Friday	-	260	-
5	As per Scope of Work Section #1.12.2 (B) Work to be Performed Weekly	Weekly	-	52	-
6	As per Scope of Work Section #1.12.3 (B) Work to be Performed Monthly	Monthly	-	12	-
Total Cost for This Area					-

Item #	BREAK ROOMS, COFFEE AREAS	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
7	As per Scope of Work Section #1.12.1 (C) Work to be Performed Daily	Daily / 5-Days Monday - Friday	-	260	-
8	As per Scope of Work Section #1.12.2 (C) Work to be Performed Weekly	Weekly	-	52	-
Total Cost for This Area					-

Item #	SPECIAL SERVICE SCHEDULE	Per Request	Unit Cost	QTY	Total Annual Cost
9	Extract shampoo carpeted areas - 4x per year	Per Request	-	4	-
10	Scrub/re-wax all vinyl tile to maintain Strip & wax - 4x per year	Per Request	-	4	-
11	Strip/wax - 4x per year	Per Request	-	4	-
Total Cost for This Area					-

Pembroke Pines Police - West Station
18400 Johnson St. Pembroke Pines, FL 33028

Item #	Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
12	As per Scope of Work Section #1.12.1 (A) Work to be Performed Daily	Daily / 5-Days Monday - Friday	-	260	-
13	As per Scope of Work Section #1.12.2 (A) Work to be Performed Weekly	Weekly	-	52	-
14	As per Scope of Work Section #1.12.3 (A) Work to be Performed Monthly	Monthly	-	12	-
Total Cost for This Area					-
Item #	RESTROOMS	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
15	As per Scope of Work Section #1.12.1 (B) Work to be Performed Daily	Daily / 5-Days Monday - Friday	-	260	-
16	As per Scope of Work Section #1.12.2 (B) Work to be Performed Weekly	Weekly	-	52	-
17	As per Scope of Work Section #1.12.3 (B) Work to be Performed Monthly	Weekly	-	12	-
Total Cost for This Area					-
Item #	BREAK ROOMS, COFFEE AREAS	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
18	As per Scope of Work Section #1.12.1 (C) Work to be Performed Daily	Daily / 5-Days Monday - Friday	-	260	-
19	As per Scope of Work Section #1.12.2 (C) Work to be Performed Weekly	Weekly	-	52	-
Total Cost for This Area					-
Item #	SPECIAL SERVICE SCHEDULE	Per Request	Unit Cost	QTY	Total Annual Cost
20	Extract shampoo carpeted areas - 4x per year	Per Request	-	4	-
21	Scrub/re-wax all vinyl tile to maintain Strip & wax - 4x per year	Per Request	-	4	-
22	Strip/wax - 4x per year	Per Request	-	4	-
Total Cost for This Area					-

Pembroke Pines Police - Training Facility
1201 SW 208 Avenue, Pembroke Pines, FL 33029

Item #	Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
23	As per Scope of Work Section #1.12.1 (A) Work to be Performed Daily	Daily / 4-Days Monday - Thursday	-	208	-
24	As per Scope of Work Section #1.12.2 (A) Work to be Performed Weekly	Weekly	-	52	-
25	As per Scope of Work Section #1.12.3 (A) Work to be Performed Monthly	Monthly	-	12	-
Total Cost for This Area					-
Item #	RESTROOMS	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
26	As per Scope of Work Section #1.12.1 (B) Work to be Performed Daily	Daily / 4-Days Monday - Thursday	-	208	-
27	As per Scope of Work Section #1.12.2 (B) Work to be Performed Weekly	Weekly	-	52	-
28	As per Scope of Work Section #1.12.3 (B) Work to be Performed Monthly	Monthly	-	12	-
Total Cost for This Area					-
Item #	BREAK ROOMS, COFFEE AREAS	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
29	As per Scope of Work Section #1.12.1 (C) Work to be Performed Daily	Daily / 4-Days Monday - Thursday	-	208	-
30	As per Scope of Work Section #1.12.2 (C) Work to be Performed Weekly	Weekly	-	52	-
Total Cost for This Area					-
Item #	SPECIAL SERVICE SCHEDULE	Per Request	Unit Cost	QTY	Total Annual Cost
31	Extract shampoo carpeted areas - 4x per year	Per Request	-	4	-
32	Scrub/re-wax all vinyl tile to maintain Strip & wax - 4x per year	Per Request	-	4	-
33	Strip/wax - 4x per year	Per Request	-	4	-
Total Cost for This Area					-

FOR FUTURE ADDITIONAL REQUIREMENTS					
Item #	ADDITIONAL SERVICES	Per Request	Unit Cost		Total Cost
35	Strip/wax Vinyl (Per Square Foot)	Cost Per S/F	-		-
36	Strip/wax Tile (Per Square Foot)	Cost Per S/F	-		-
37	Shampoo carpeted (Per Square Foot)	Cost Per S/F	-		-

Item Description	Packaging	Quantity	Price
Liquid Hand Soap Pink	Gal.	1	-
Toilet Paper	96 Rolls / Box	1	-
Towel Roll Household White	30 Rolls x 85 Sheets / Box	1	-
White Multi Fold Towels	10 x 250 Sheets / Box	1	-
Toilet Seat Covers	20 x 250 Sheets / Box	1	-



13975 Pembroke Rd.
Pembroke Pines, Florida 33027
954-963-4900

INVOICE NO.	39454
DATE	04/01/20

CUSTOMER

City Of Pembroke Pines

601 City Center Way, suite 313, 3rd fl
Pembroke Pines, FL 33025

SERVICE LOCATION

Pines Police Departments

Pembroke Pines, FL

TERMS: Net 30 Days	CUSTOMER NO. 1013	JOB NO. 04	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
April, 2020				
Janitorial Services - perform janitorial services as contracted				0.00
Pembroke Pines Police Training Center - 1201 SW 208 Ave				911.22
Pines Police East Station - 9400 Pines Blvd				2,036.75
Pines Police West Station - 18400 Johnson Street				1,031.83
Pines Police - once per week				148.00
WE HAVE MOVED! PLEASE REMIT ALL PAYMENTS TO: 13975 PEMBROKE ROAD PEMBROKE PINES FL 33027			Sub-Total	4,127.80
			Sales Tax	
			TOTAL	\$4,127.80



13975 Pembroke Rd.
Pembroke Pines, Florida 33027
954-963-4900

INVOICE NO.	39618
DATE	05/01/20

CUSTOMER

City Of Pembroke Pines

601 City Center Way, suite 313, 3rd fl
Pembroke Pines, FL 33025

SERVICE LOCATION

Pines Police Departments

Pembroke Pines, FL

TERMS: Net 30 Days	CUSTOMER NO. 1013	JOB NO. 04	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
May 2020				
Janitorial Services - perform janitorial services as contracted				0.00
Pembroke Pines Police Training Center - 1201 SW 208 Ave				911.22
Pines Police East Station - 9400 Pines Blvd				2,036.75
Pines Police West Station - 18400 Johnson Street				1,031.83
Pines Police - once per week				148.00
			Sub-Total	4,127.80
			Sales Tax	
			TOTAL	\$4,127.80



13975 Pembroke Rd.
Pembroke Pines, Florida 33027
954-963-4900

INVOICE NO.	39757
DATE	06/01/20

CUSTOMER

City Of Pembroke Pines

601 City Center Way, suite 313, 3rd fl
Pembroke Pines, FL 33025

SERVICE LOCATION

Pines Police Departments

Pembroke Pines, FL

TERMS: Net 30 Days	CUSTOMER NO. 1013	JOB NO. 04	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
June, 2020				
Janitorial Services - perform janitorial services as contracted				0.00
Pembroke Pines Police Training Center - 1201 SW 208 Ave				911.22
Pines Police East Station - 9400 Pines Blvd				2,036.75
Pines Police West Station - 18400 Johnson Street				1,031.83
Pines Police - once per week				148.00
			Sub-Total	4,127.80
			Sales Tax	
			TOTAL	\$4,127.80



13975 Pembroke Rd.
Pembroke Pines, Florida 33027
954-963-4900

INVOICE NO.	39910
DATE	07/01/20

CUSTOMER

City Of Pembroke Pines

601 City Center Way, suite 313, 3rd fl
Pembroke Pines, FL 33025

SERVICE LOCATION

Pines Police Departments

Pembroke Pines, FL

TERMS: Net 30 Days	CUSTOMER NO. 1013	JOB NO. 04	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
July 2020				
Janitorial Services - perform janitorial services as contracted				0.00
Pembroke Pines Police Training Center - 1201 SW 208 Ave				911.22
Pines Police East Station - 9400 Pines Blvd				2,036.75
Pines Police West Station - 18400 Johnson Street				1,031.83
Pines Police - once per week				148.00
			Sub-Total	4,127.80
			Sales Tax	
			TOTAL	\$4,127.80



13975 Pembroke Rd.
Pembroke Pines, Florida 33027
954-963-4900

INVOICE NO.	40181
DATE	08/03/20

CUSTOMER

City Of Pembroke Pines

601 City Center Way, suite 313, 3rd fl
Pembroke Pines, FL 33025

SERVICE LOCATION

Pines Police Departments

Pembroke Pines, FL

TERMS: Net 30 Days	CUSTOMER NO. 1013	JOB NO. 04	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
August 2020				
Janitorial Services - perform janitorial services as contracted				0.00
Pembroke Pines Police Training Center - 1201 SW 208 Ave				911.22
Pines Police East Station - 9400 Pines Blvd				2,036.75
Pines Police West Station - 18400 Johnson Street				1,031.83
Pines Police - once per week				148.00
			Sub-Total	4,127.80
			Sales Tax	
			TOTAL	\$4,127.80



13975 Pembroke Rd.
Pembroke Pines, Florida 33027
954-963-4900

INVOICE NO.	40327
DATE	09/01/20

CUSTOMER

City Of Pembroke Pines

601 City Center Way, suite 313, 3rd fl
Pembroke Pines, FL 33025

SERVICE LOCATION

Pines Police Departments

Pembroke Pines, FL

TERMS: Net 30 Days	CUSTOMER NO. 1013	JOB NO. 04	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
September 2020				
Janitorial Services - perform janitorial services as contracted				0.00
Pembroke Pines Police Training Center - 1201 SW 208 Ave				911.22
Pines Police East Station - 9400 Pines Blvd				2,036.75
Pines Police West Station - 18400 Johnson Street				1,031.83
Pines Police - once per week				148.00
			Sub-Total	4,127.80
			Sales Tax	
			TOTAL	\$4,127.80



13975 Pembroke Rd.
Pembroke Pines, Florida 33027
954-963-4900

INVOICE NO.	40474
DATE	10/02/20

CUSTOMER

City Of Pembroke Pines

601 City Center Way, suite 313, 3rd fl
Pembroke Pines, FL 33025

SERVICE LOCATION

Pines Police Departments

Pembroke Pines, FL

TERMS: Net 30 Days	CUSTOMER NO. 1013	JOB NO. 04	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
October 2020 Janitorial Services - perform janitorial services as contracted				0.00
Pembroke Pines Police Training Center - 1201 SW 208 Ave				911.22
Pines Police East Station - 9400 Pines Blvd				2,036.75
Pines Police West Station - 18400 Johnson Street				1,031.83
Pines Police - once per week				148.00
credit 911 - no svc 8/31-9/4				(34.42)
			Sub-Total	4,093.38
			Sales Tax	
			TOTAL	\$4,093.38



13975 Pembroke Rd.
Pembroke Pines, Florida 33027
954-963-4900

INVOICE NO.	40634
DATE	11/02/20

CUSTOMER

City Of Pembroke Pines

601 City Center Way, suite 313, 3rd fl
Pembroke Pines, FL 33025

SERVICE LOCATION

Pines Police Departments

Pembroke Pines, FL

TERMS: Net 30 Days	CUSTOMER NO. 1013	JOB NO. 04	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
November 2020				
Janitorial Services - perform janitorial services as contracted				0.00
Pembroke Pines Police Training Center - 1201 SW 208 Ave				911.22
Pines Police East Station - 9400 Pines Blvd				2,036.75
Pines Police West Station - 18400 Johnson Street				1,031.83
Pines Police - once per week				148.00
			Sub-Total	4,127.80
			Sales Tax	
			TOTAL	\$4,127.80



13975 Pembroke Rd.
Pembroke Pines, Florida 33027
954-963-4900

INVOICE NO.	40782
DATE	12/04/20

CUSTOMER

City Of Pembroke Pines

601 City Center Way, suite 313, 3rd fl
Pembroke Pines, FL 33025

SERVICE LOCATION

Pines Police Departments

Pembroke Pines, FL

TERMS: Net 30 Days	CUSTOMER NO. 1013	JOB NO. 04	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
December 2020				
Janitorial Services - perform janitorial services as contracted				0.00
Pembroke Pines Police Training Center - 1201 SW 208 Ave				911.22
Pines Police East Station - 9400 Pines Blvd				2,036.75
Pines Police West Station - 18400 Johnson Street				1,031.83
Pines Police - once per week				148.00
			Sub-Total	4,127.80
			Sales Tax	
			TOTAL	\$4,127.80



13975 Pembroke Rd.
Pembroke Pines, Florida 33027
954-963-4900

INVOICE NO.	40923
DATE	01/04/21

CUSTOMER

City Of Pembroke Pines

601 City Center Way, suite 313, 3rd fl
Pembroke Pines, FL 33025

SERVICE LOCATION

Pines Police Departments

Pembroke Pines, FL

TERMS: Net 30 Days	CUSTOMER NO. 1013	JOB NO. 04	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
January 2021				
Janitorial Services - perform janitorial services as contracted				0.00
Pembroke Pines Police Training Center - 1201 SW 208 Ave				911.22
Pines Police East Station - 9400 Pines Blvd				2,036.75
Pines Police West Station - 18400 Johnson Street				1,031.83
Pines Police - once per week				148.00
			Sub-Total	4,127.80
			Sales Tax	
			TOTAL	\$4,127.80



13975 Pembroke Rd.
Pembroke Pines, Florida 33027
954-963-4900

INVOICE NO.	41074
DATE	02/03/21

CUSTOMER

City Of Pembroke Pines

601 City Center Way, suite 313, 3rd fl
Pembroke Pines, FL 33025

SERVICE LOCATION

Pines Police Departments

Pembroke Pines, FL

TERMS: Net 30 Days	CUSTOMER NO. 1013	JOB NO. 04	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
February 2021				
Janitorial Services - perform janitorial services as contracted				0.00
Pembroke Pines Police Training Center - 1201 SW 208 Ave				911.22
Pines Police East Station - 9400 Pines Blvd				2,036.75
Pines Police West Station - 18400 Johnson Street				1,031.83
Pines Police - once per week				148.00
			Sub-Total	4,127.80
			Sales Tax	
			TOTAL	\$4,127.80



13975 Pembroke Rd.
Pembroke Pines, Florida 33027
954-963-4900

INVOICE NO.	41268
DATE	03/01/21

CUSTOMER

City Of Pembroke Pines

601 City Center Way, suite 313, 3rd fl
Pembroke Pines, FL 33025

SERVICE LOCATION

Pines Police Departments

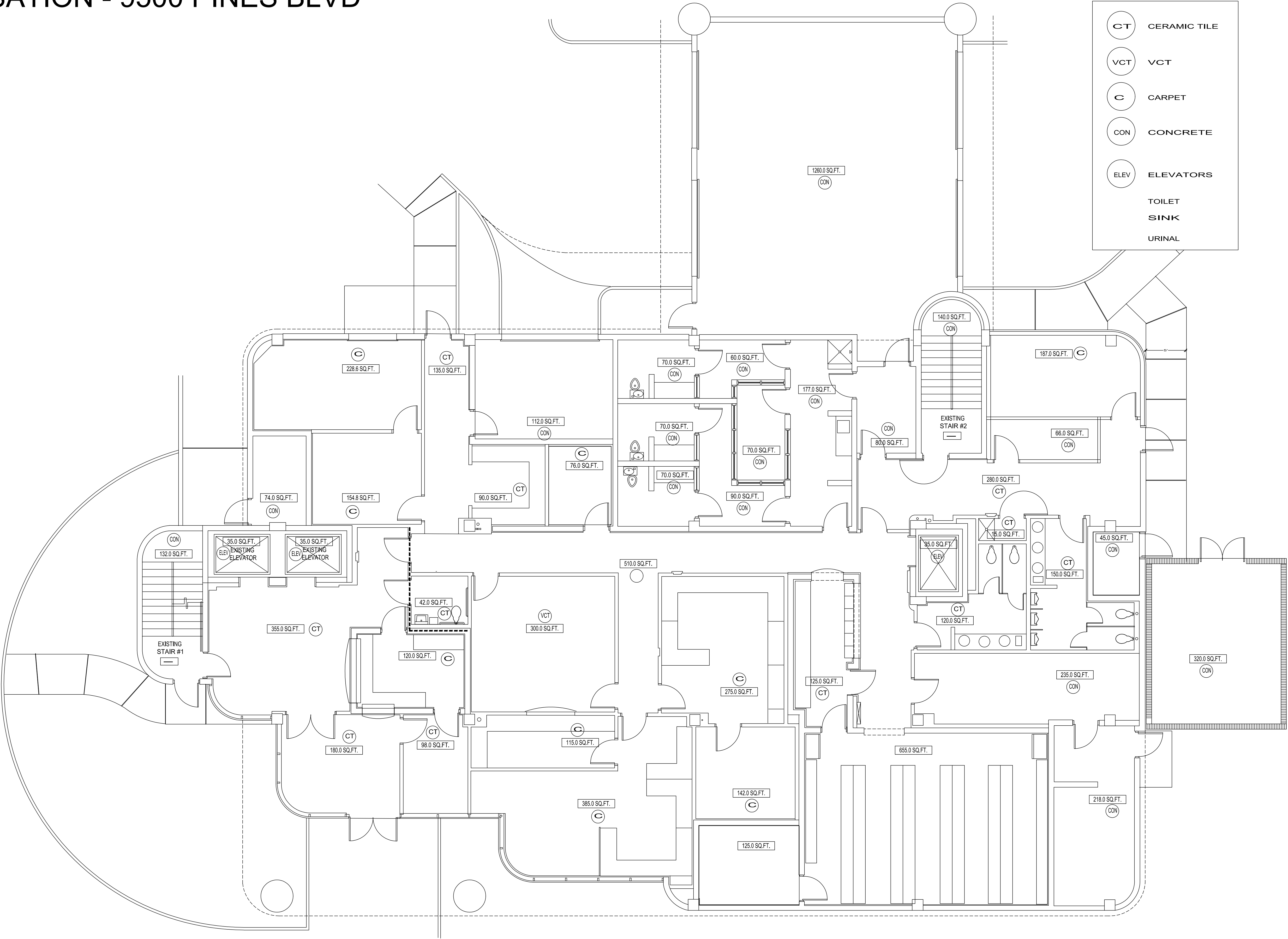
Pembroke Pines, FL

TERMS: Net 30 Days	CUSTOMER NO. 1013	JOB NO. 04	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
March 2021				
Janitorial Services - perform janitorial services as contracted				0.00
Pembroke Pines Police Training Center - 1201 SW 208 Ave				911.22
Pines Police East Station - 9400 Pines Blvd				2,036.75
Pines Police West Station - 18400 Johnson Street				1,031.83
Pines Police - once per week				148.00
			Sub-Total	4,127.80
			Sales Tax	
			TOTAL	\$4,127.80

Attachment J – Square Footage of all Floor Types at the Police Department

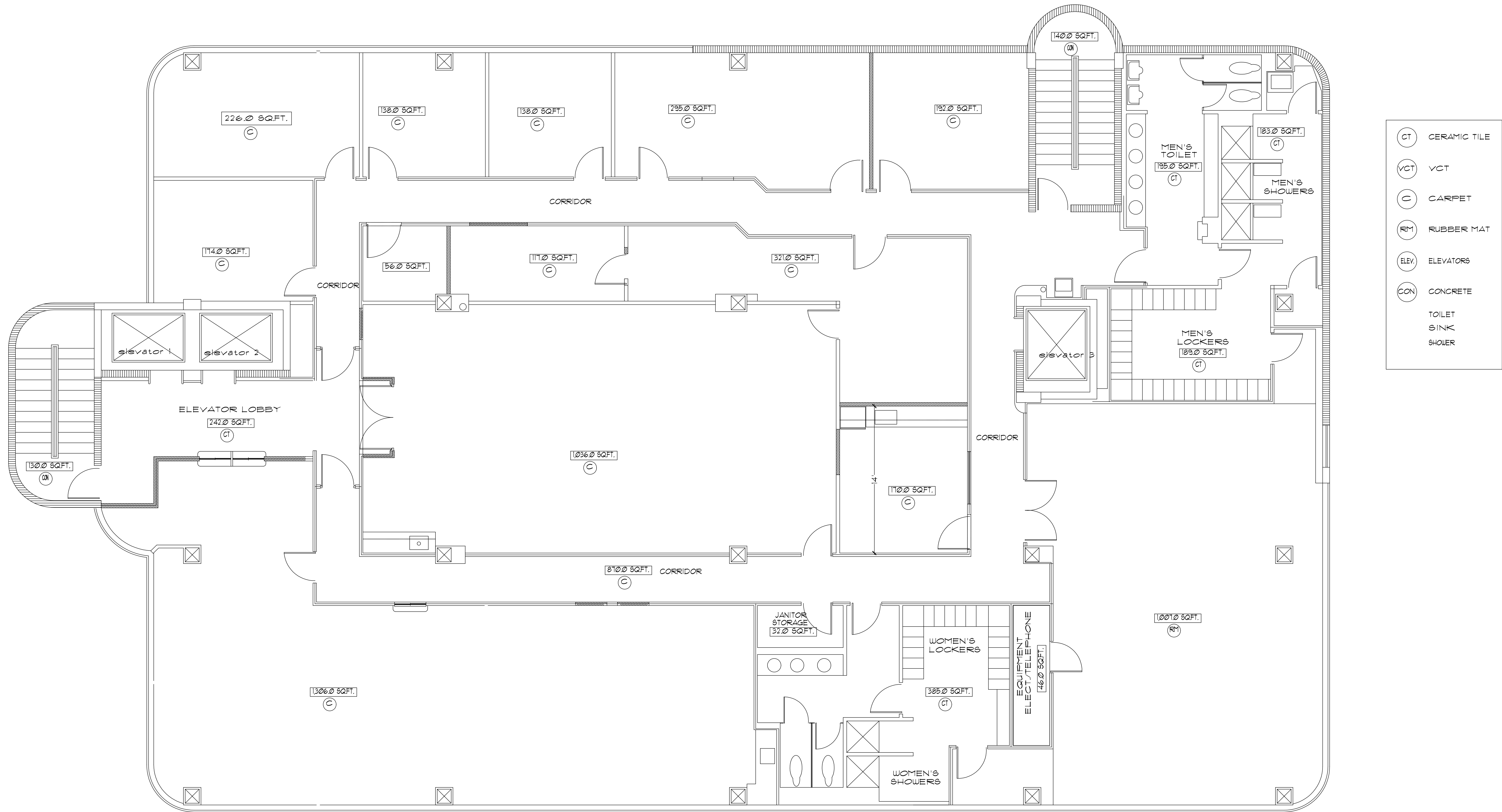
Building	Concrete	Tile	Carpet	Rubber Mat
East Station - 9500 Pines Blvd Floor 1	2254 sq. ft.	2663.6 sq. ft.	1734.8 sq. ft.	
East Station - 9500 Pines Blvd Floor 2	307 sq. ft.	1180 sq. ft.	5039 sq. ft.	1007 sq. ft.
East Station - 9500 Pines Blvd Floor 3	373 sq. ft.	752 sq. ft.	5431 sq. ft.	
East Station - 9500 Pines Blvd Floor 4	373 sq. ft.	602 sq. ft.	5551sq. ft.	
East PD Total Square footage	27,276.4 sq. ft.			
West Station - 18400 Johnson St.	1531.7	920 sq. ft.	3097.7 sq. ft.	3339.8 sq. ft.
West PD Total square footage	9,422.6 sq. ft.			
Training Facility - 1201 SW 208 Ave.	1482	1493 sq. ft.	1280 sq. ft.	716 sq. ft.
Training Facility Total square footage	4,981 sq. ft.			
Investigations Facility total square footage	1,561 sq. ft.			

EAST SATION - 9500 PINES BLVD



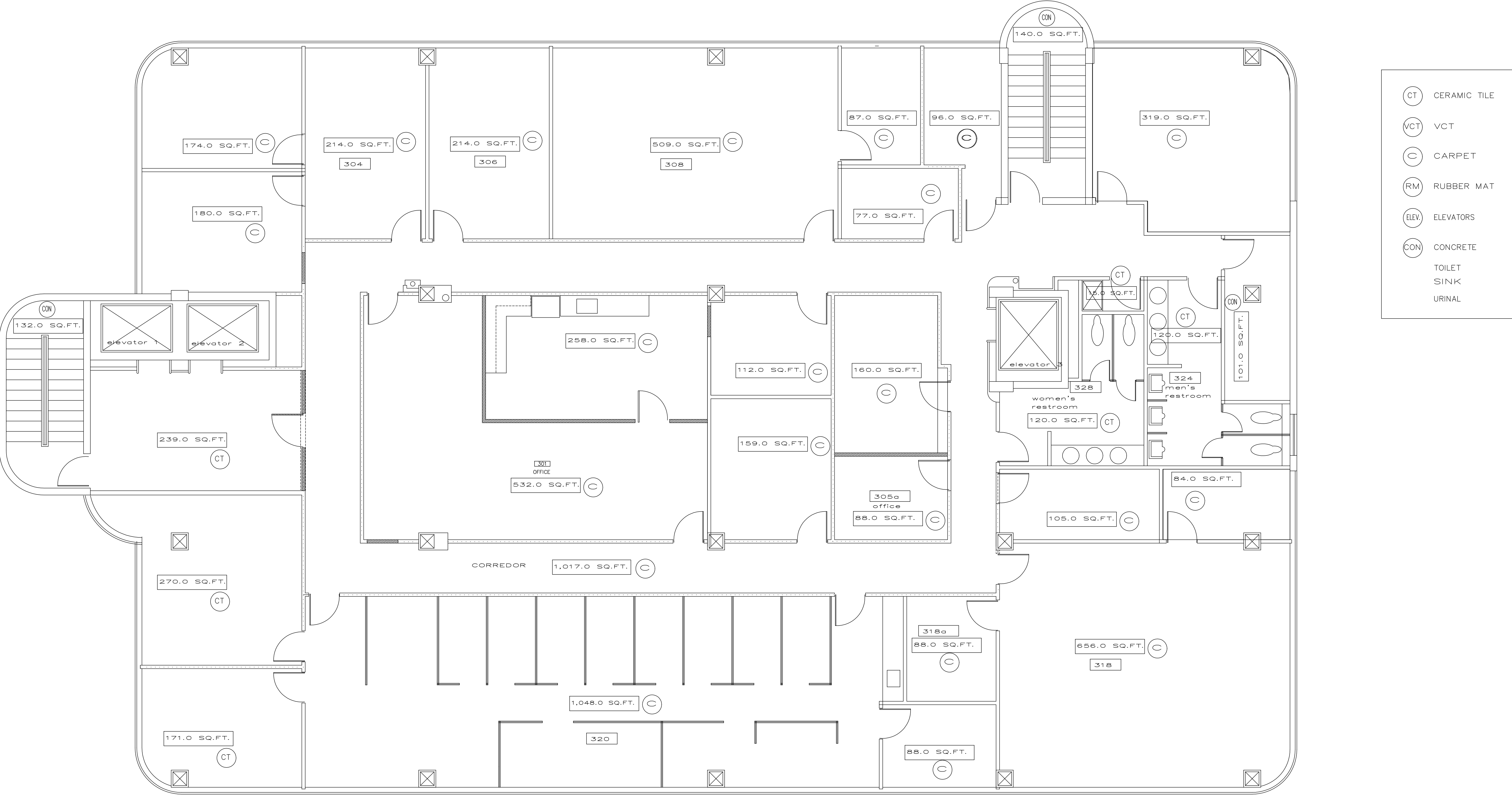
POLICE DEPARTMENT 1st FLOOR

EAST SATION - 9500 PINES BLVD



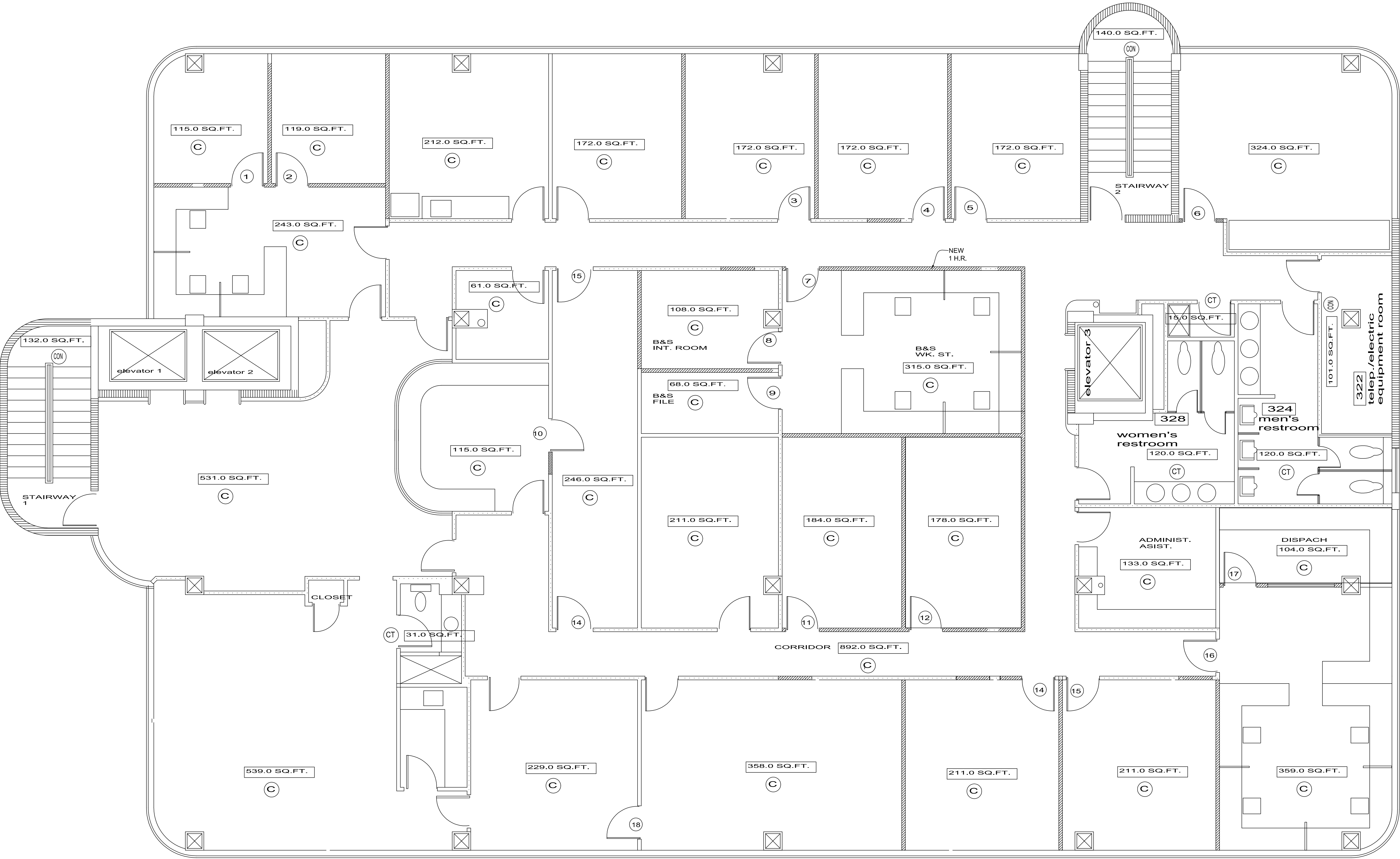
POLICE DEPARTMENT 2nd FLOOR

EAST SATION - 9500 PINES BLVD

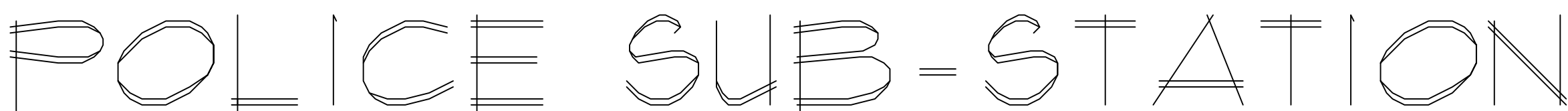


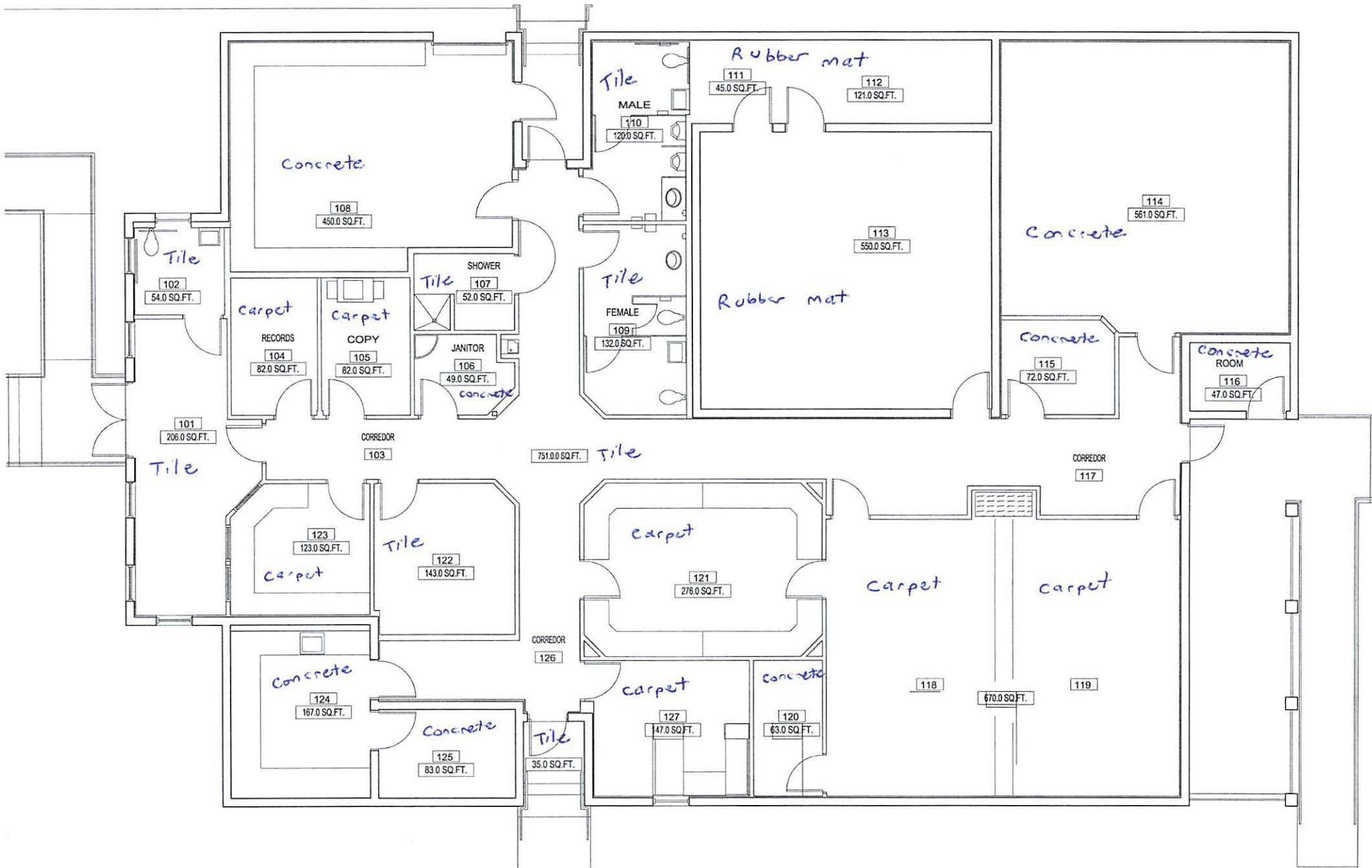
POLICE DEPARTMENT 3er FLOOR

EAST SATION - 9500 PINES BLVD

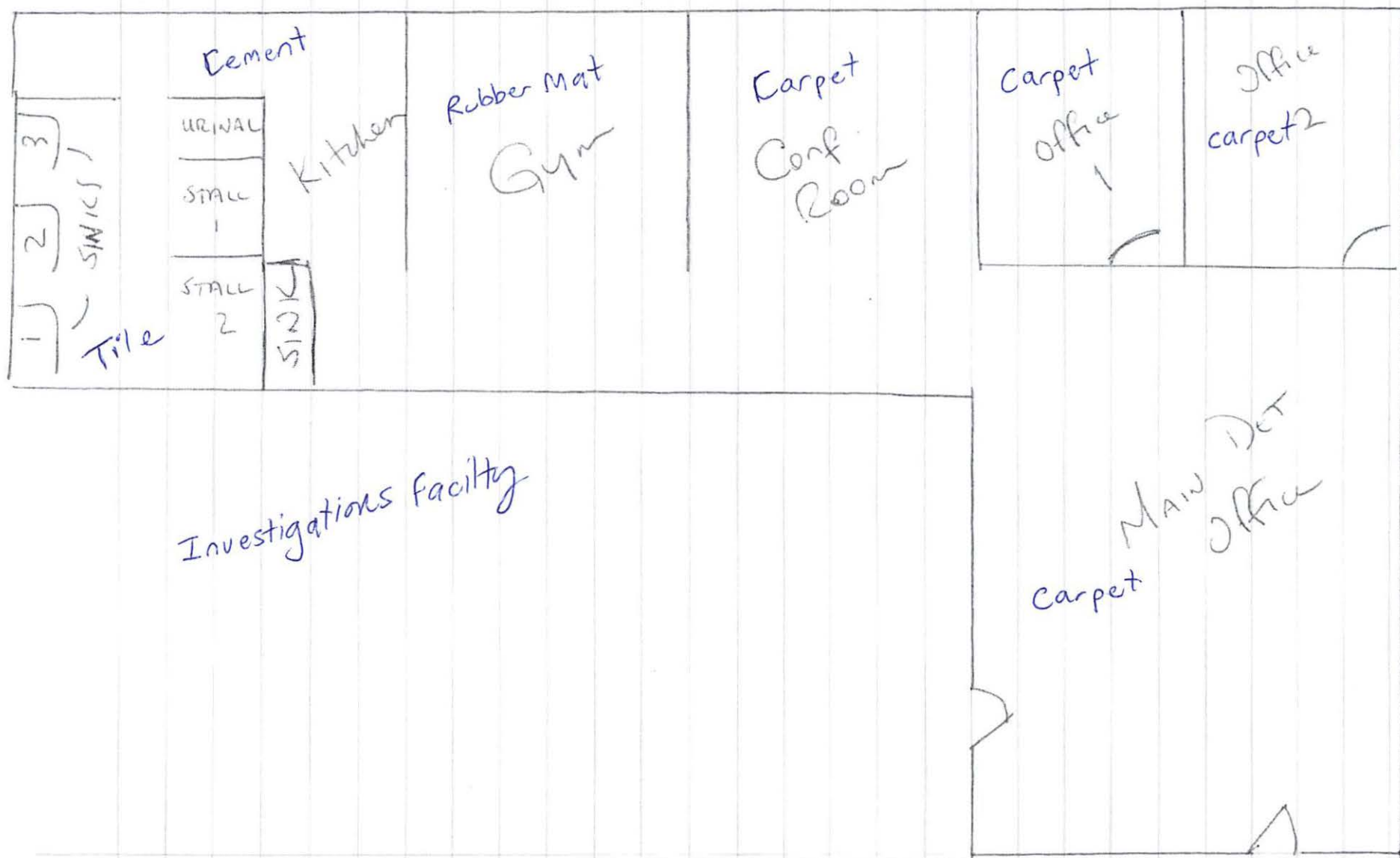


POLICE DEPARTMENT 4th FLOOR





POLICE TRAINING FACILITY - 1201 SW 208 AVE.



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[Task](#)
[Note](#)
[Vendor view of bid](#)
[Chat](#) | [Description](#) | [Attachments](#)

Bid #PD-21-01 - Janitorial Services For The Police Department

Time Left	closed	# of offers	8
Bid Started	Feb 23, 2021 6:17:16 PM EST	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Mar 23, 2021 2:00:00 PM EDT	# of suppliers viewed	179 (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	Questions & Answers Questions: 27
Bid Classifications	Classification Codes		
Required Vendor Qualifications	PP-SWORN, PP-LOCAL, PP-VOSB, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL, PP-LBTR, FL-EVERIFY		
Bid Regions	Regions		
Bid Contact	see contact information		
Pre-Bid Conference(s)	Mar 2, 2021 10:00:00 AM EST Attendance is mandatory Location: There will be a mandatory scheduled pre-bid meeting on March 2, 2021 at 10:00 a.m. Meeting location will be at the Pembroke Pines Police Department East Station - 9500 Pines Blvd. Pembroke Pines FL 33024. Transcript Attendance		
Delivery Location	One or more of the following locations City of Pembroke Pines No Location Specified Qty 1 Expected Expenditure n/a		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

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

Bid Number	PD-21-01
Title	Please submit pricing in Attachment H - Proposal Form
Contract Duration	One Time Purchase
Contract Renewal	1 annual renewal
Prices Good for	30 days
Budgeted Amount	\$0.00 (change)
Standard Disclaimer	Bids/proposals must be submitted electronically

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

The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

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

proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

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

















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

Bid Comments The City of Pembroke Pines is seeking bids from qualified firms to provide janitorial services for the Police Department.

Description Please submit pricing in Attachment H - Proposal Form

Documents

Select All | Select None | Download Selected

- ☐ 1.  [PD-21-01 Janitorial Services for the Police Department.pdf](#) [\[download\]](#)
- ☐ 2.  [Attachment A - Contact Information Form.docx](#) [\[download\]](#)
- ☐ 3.  [Attachment B - Non-Collusive Affidavit](#) [\[download\]](#)
- ☐ 4.  [Attachment C - Proposers Qualifications Statement](#) [\[download\]](#)
- ☐ 5.  [Attachment D - Sample Insurance Certificate.pdf](#) [\[download\]](#)
- ☐ 6.  [Attachment E - Specimen Contract - Contractual Services Agreement 2019-09-12.pdf](#) [\[download\]](#)
- ☐ 7.  [Attachment F - References Form](#) [\[download\]](#)
- ☐ 8.  [Attachment G - Janitorial Services Task List.pdf](#) [\[download\]](#)
- ☐ 9.  [Attachment H - Proposal Form.pdf](#) [\[download\]](#)
- ☐ 10.  [Pre-Bid Attendance Sheet PD-21-01.pdf](#) [\[download\]](#)
- ☐ 11.  [Addendum 1.pdf](#) [\[download\]](#)
- ☐ 12.  [Attachment I - Invoices for Janitorial Services at the Police Department.pdf](#) [\[download\]](#)
- ☐ 13.  [Attachment J - Square Footage and Floor Plans of all Floors at the Police Department.pdf](#) [\[download\]](#)
- ☐ 14.  [Addendum 2.pdf](#) [\[download\]](#)
- ☐ 15. [Attachment H - Proposal Form.xlsx](#) [\[download\]](#)
-  = Included in Bid Packet  = Excluded from Bid Packet

Addendum #1 - Made On Mar 3, 2021 8:16:37 AM EST

New Documents Pre-Bid Attendance Sheet PD-21-01.pdf

Addendum #2 - Made On Mar 10, 2021 11:21:53 AM EST

New Documents Addendum 1.pdf
Attachment J - Square Footage and Floor Plans of all Floors at the Police Department.pdf
Attachment I - Invoices for Janitorial Services at the Police Department.pdf

Addendum #3 - Made On Mar 11, 2021 11:12:52 AM EST

New Documents Attachment H - Proposal Form.xlsx
Addendum 2.pdf

Change Made On Mar 8, 2021 5:00:38 PM EST

Previous Q & A End Date Mar 8, 2021 8:30:00 PM EST **New Q & A End Date** Mar 11, 2021 8:30:00 PM EST

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Question and Answers for Bid #PD-21-01 - Janitorial Services for the Police Department

[Create New Question](#)

Question Deadline: Mar 11, 2021 8:30:00 PM EST

Overall Bid Questions

Question 1

What is the current monthly cost for the services outlined in the ITB? (Submitted: Mar 4, 2021 11:50:38 AM EST)

Answer

- The total monthly cost of janitorial services for the Police Department is \$4,127.80:

[edit](#)

- Police Headquarters = \$2,036.75

- West District Station = \$1,031.83

- Training Facility = \$911.22

- VIN offsite office = \$148.00 (Answered: Mar 10, 2021 11:36:54 AM EST)

Add to Answer:

Question 2

Is there an annual budget limit for the services outlined in the RFP? (Submitted: Mar 4, 2021 11:51:08 AM EST)

Answer

- The annual budget for janitorial services in fiscal year 2020-2021 is \$70,000.00 of which \$36,324.64 is encumbered/expended for services up to to expiration of current contract on May 31st, 2021

[edit](#)

In the proposed budget of fiscal year 2021-2022, the Police Department is requesting \$120,000.00 since the award amount of the new contract has not yet been determined. (Answered: Mar 10, 2021 2:01:40 PM EST)

Add to Answer:

Question 3

ITB page 12, item 1.11.2 Observed Holidays:

Could you please clarify if janitorial service is to be provided during holidays or if NO service is to be provided on the 9 holidays listed? (Submitted: Mar 4, 2021 12:14:33 PM EST)

[edit](#)

Answer

- No service on holidays. (Answered: Mar 10, 2021 11:36:54 AM EST)

Add to Answer:

Question 4

ITB page 12, item 1.10 J -Staffing

For the 2 full time positions at East District Station, could you please confirm the number of hours required per employee per day (ie. 8 hours each or other?) (Submitted: Mar 4, 2021 12:17:27 PM EST)

[edit](#)

Answer

- 8 hours per employee, per day. (Answered: Mar 10, 2021 11:36:54 AM EST)

Add to Answer:

Question 5

ITB page 16, item 1.14 Schedule of Deductions

Could you please provide the amount of imposed deductions on current contract for the past 12 months? (Submitted: Mar 4, 2021 12:21:44 PM EST)

[edit](#)**Answer**

- None. (Answered: Mar 10, 2021 11:36:54 AM EST)

Add to Answer:

Question 6

Could you please provide the Janitorial Service invoices for the past 12 months? (Submitted: Mar 4, 2021 12:22:37 PM EST)

[edit](#)**Answer**

- Please see our recently added Attachment I - Invoices for Janitorial Services at the Police Department. (Answered: Mar 10, 2021 11:36:54 AM EST)

Add to Answer:

Question 7

Could you please provide the Square Footage per Location with a breakdown for vinyl, tile and carpet? (Submitted: Mar 4, 2021 12:24:16 PM EST)

[edit](#)**Answer**

- Please see our recently added Attachment J - Square Footage and Floor Plans of all Floors at the Police Department. (Answered: Mar 10, 2021 11:36:54 AM EST)

Add to Answer:

Question 8

I have a question in regards to the janitorial supply, do you have a log or details how much garbage bags are used on a monthly basis? (Submitted: Mar 8, 2021 3:40:35 PM EST)

[edit](#)**Answer**

- No. (Answered: Mar 10, 2021 11:36:54 AM EST)

Add to Answer:

Question 9

In regards to the supply list the quantities listed on page 12 is that 33qt for east location does it mean 33 boxes of toilet paper per month? just want to make sure. (Submitted: Mar 8, 2021 3:44:04 PM EST)

[edit](#)

Answer

- The amounts listed are estimated yearly amounts used. (Answered: Mar 10, 2021 11:36:54 AM EST)

Add to Answer:

Question 10

For the additional quarterly services, carpet cleaning and stripe and wax will this be for all locations 4x a year? (Submitted: Mar 8, 2021 3:51:02 PM EST)

Answer[edit](#)

- Yes. (Answered: Mar 10, 2021 11:36:54 AM EST)

Add to Answer:

Question 11

I understand we need to have our employees with company uniform but is there a specific ID badge they should carry with them when entering or is this something that you provide? (Submitted: Mar 8, 2021 3:53:26 PM EST)

Answer[edit](#)

- They will be issued an access card each day they work to open doors as needed. They will leave the access card at the end of the day. They will need to be let in each morning. (Answered: Mar 10, 2021 11:36:54 AM EST)

Add to Answer:

Question 12

When will the Addendum for the buildings and square footage for same be made available? (Submitted: Mar 9, 2021 8:22:38 AM EST)

Answer[edit](#)

- An addendum with that information was released today. (Answered: Mar 10, 2021 11:36:54 AM EST)

Add to Answer:

Question 13

1) Contact Information Form, item C, reads: Please see attachment H for proposal form, please enter pricing for each section within the excel spreadsheet's yellow cells. After completing the Document please upload the EXCEL sheet as part of your document.

2) Page 20 of the IFB, it says: Unless otherwise specified, the City requests vendors to upload their documents as one (1) PDF document.

QUESTION: Could you please confirm if the submittal is to include:

- a) 1 PDF document including both Technical Proposal and Attachment H -Pricing on pdf format, or
b) 1 PDF document of Technical proposal and 1 EXCEL document with PRICING? (Submitted: Mar 10, 2021 11:48:48 AM EST)

[edit](#)**Answer**

- The bid submittal is to be submitted as follows: 1 PDF document of Technical proposal and 1 EXCEL document with pricing. (Answered: Mar 10, 2021 2:18:00 PM EST)

Add to Answer:

Question 14

Could we view the last invoice for services completed or what was the contract total yearly sum of the contract? (Submitted: Mar 10, 2021 5:44:32 PM EST)

Answer[edit](#)

- Please refer to Attachment I - Invoices for Janitorial Services at the Police Department, which includes paid invoices for the past 12 months to the current janitorial vendor. (Answered: Mar 11, 2021 10:30:42 AM EST)

Add to Answer:

Question 15

What time is the service to be preformed at the West training center? (Submitted: Mar 10, 2021 5:44:50 PM EST)

Answer[edit](#)

- The facility will be open for cleaning services from 7:00AM - 5 P.M. It is the responsibility of the winning vendor to arrange the times during which they will come and conduct daily cleaning. (Answered: Mar 11, 2021 3:26:42 PM EST)

Add to Answer:

Question 16

What/How can we add the minimum wage increase into the contract? (Submitted: Mar 10, 2021 5:45:04 PM EST)

Answer[edit](#)

- Pursuant to Section 4.2 of Attachment E "Specimen Contractual Services Agreement", "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". (Answered: Mar 17, 2021 1:52:36 PM EDT)

Add to Answer:

Question 17

Will the minimum wage increase be address at time of renewal? (Submitted: Mar 10, 2021 5:45:19 PM EST)

Answer[edit](#)

- Pursuant to Section 4.2 of Attachment E "Specimen Contractual Services Agreement", "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". (Answered: Mar 17, 2021 1:52:36 PM EDT)

Add to Answer:

Question 18

How/Who does the scheduling of the project work and is this done on the weekends? (Submitted: Mar 10, 2021 5:45:37 PM EST)

[edit](#)**Answer**

- The winning vendor will be responsible for scheduling the times they will go to each facility to provide janitorial services, given that the times are during operating hours. Please refer to section 1.11.1 "Time of Service" in the bid package for operating hours at each facility. Special services are to be scheduled and performed on a Friday. If special weekend hours are necessary for the vendor to complete their work a notice shall be given to the Police Department to have employees available to escort the personnel thorough the building. (Answered: Mar 11, 2021 3:26:42 PM EST)

Add to Answer:

Question 19

Can you provide the last 3 invoices for supplies? (Submitted: Mar 10, 2021 5:46:05 PM EST)

Answer

[edit](#)

- Prices for supplies are currently included in the total price to provide janitorial services at each location. Currently, we do not pay for supplies separately. (Answered: Mar 11, 2021 10:30:42 AM EST)

Add to Answer:

Question 20

Do we need to submit the certified holder insurance at time of bid or is this something we will send once awarded. (Submitted: Mar 11, 2021 3:00:32 AM EST)

Answer

[edit](#)

- Insurance certificates are to be submitted after the winning vendor has been awarded. (Answered: Mar 11, 2021 10:30:43 AM EST)

Add to Answer:

Question 21

In regards to attachment E do we need to edit the contractual service agreement with our company info in the lines its required? I dont see an edit option or there is no need? (Submitted: Mar 11, 2021 3:02:00 AM EST)

Answer

[edit](#)

- Attachment E does not need to be filled out by the vendor and does not need to be submitted with the bid. Attachment E is simply an example of the contractual service agreement. (Answered: Mar 11, 2021 10:30:43 AM EST)

Add to Answer:

Question 22

what is winning factor in this bid experience and pricing? or mainly pricing? (Submitted: Mar 11, 2021 3:03:30 AM EST)

Answer

[edit](#)

- The winning factor in this bid would be pricing given that the lowest overall priced vendor is deemed a responsive/responsible bidder based on having met all of the bid requirements. (Answered: Mar 11, 2021 10:30:43 AM EST)

Add to Answer:

Question 23

can we invoice or price for the quarterly floor cleaning for all locations that was being charged last year? (Submitted: Mar 11, 2021 3:04:52 AM EST)

[edit](#)

Answer

- Pricing for quarterly additional services are to be submitted as cost per square foot. These services will be performed once scheduled and paid once services have been performed. (Answered: Mar 11, 2021 10:30:42 AM EST)

Add to Answer:

Question 24

This IFB includes service for 4 locations: East Station, West Station, Training Facility and Investigations Facility. Only 3 facilities are listed on ATTACHMENT H -PRICING. The pricing form does not include pricing line items for the Investigations Facility. Are vendors to provide pricing for this facility as part of this bid? (Submitted: Mar 11, 2021 8:49:01 AM EST)

[edit](#)**Answer**

- Please refer to Addendum 2, which includes an updated Attachment H - Proposal form that includes pricing line items for the Investigations Facility. (Answered: Mar 11, 2021 11:14:03 AM EST)

Add to Answer:

Question 25

The twice Daily Covid spraying is this each location? (Submitted: Mar 11, 2021 10:43:27 AM EST)

Answer[edit](#)

- The twice daily COVID disinfection will be for the East Station, West Station, and Training Facility. COVID disinfection at the Investigations Facility shall take place once on the day the facility is cleaned. (Answered: Mar 15, 2021 8:59:22 AM EDT)

Add to Answer:

Question 26

Should the Technical Proposal contain:
1) a section of the proposal with a copy of all the vendor pre-certification forms, and required submittal attachments (A,B,C & F? or
2) is completion, uploading and acceptance of the forms on the BidSync portal sufficient and duplicate copies NOT needed as part of the Technical PDF proposal? (Submitted: Mar 11, 2021 11:03:51 AM EST)

[edit](#)**Answer**

- Completion, uploading and acceptance of the forms on the BidSync portal is sufficient and duplicate copies NOT needed as part of the Technical PDF proposal. (Answered: Mar 15, 2021 8:53:08 AM EDT)

Add to Answer:

Question 27

The price sheet breaks down cost by area and frequency, daily weekly and monthly yet the current company is invoicing for the entire building per month all tasks, not according to the price sheet. My question is do you really want to know what it cost to clean break rooms and coffee areas for the tasks performed weekly within a building? This doesn't seem to make sense. I can understand a breakdown by frequency-daily, weekly, monthly but pricing this granular will confuse and possibly skew better and more accurate pricing. (Submitted: Mar 11, 2021 2:35:26 PM EST)

[edit](#)**Answer**

- The current company's monthly prices are a composite price from prices they provided by area and frequency on the price sheet from the previous bid. Yes, we are requesting the pricing we have put out on Attachment H - Proposal Form. (Answered: Mar 11, 2021 3:38:09 PM EST)

Add to Answer:

Submit

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

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PD-21-01 - Janitorial Services at the Police Department

Date: Tuesday March 2, 2021 at 10:00 a.m.

Meeting Location: Pembroke Pines Police Department East Station - 9500 Pines Blvd. Pembroke Pines FL, 33024

PRE-BID ATTENDANCE SHEET			
1)	Company Name: MB Floor Solutions LLC	Representative Printed Name: Rocio Monrrique	E-mail: rocio.monrrique@mbfloor
	Address: SMAC Cleaning Service	Signature: [Signature]	Phone Number: SMAC Cleaning Service
2)	Company Name: MB Floor Solution	Representative Printed Name: Rocio Monrrique	E-mail: rocio.monrrique@MB Floor sol
	Address: 2719 Hollywood Blvd. 1788	Signature: [Signature]	Phone Number: 954 380 3050
3)	Company Name: SMAC Cleaning Services	Representative Printed Name: Judy Shepard	E-mail: SMAC Cleaning Services
	Address: 5314 NW 47th Street	Signature: [Signature]	Phone Number: 305-795-7344
4)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
5)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
6)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
7)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
8)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:

WAIVER AND RELEASE OF LIABILITY

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PD-21-01 - Janitorial Services at the Police Department

Date: Tuesday March 2, 2021 at 10:00 a.m.

Meeting Location: Pembroke Pines Police Department East Station - 9500 Pines Blvd. Pembroke Pines FL, 33024

PRE-BID ATTENDANCE SHEET			
1)	Company Name: <u>Wooling to Floor Cleaning</u> Address: <u>5003 NW 55th Avenue</u> <u>Margate, FL 33063</u>	Representative Printed Name: <u>Aisha Styles</u> Signature: <u>Aisha Styles</u>	E-mail: <u>info@wtf-cleaning.com</u> Phone Number: <u>954-662-2735</u>
2)	Company Name: <u>Amer Phyl Cleaning Service</u> Address: <u>1265 NE 20th St Miami FL 33179</u>	Representative Printed Name: <u>Lemondale Ceterate</u> Signature: <u>Lee Ceterate</u>	E-mail: <u>786 785 1689</u> Phone Number: <u>786 785 1689</u>
3)	Address:	Signature: <u>3-2-21</u>	Phone Number:
4)	Company Name: Address:	Representative Printed Name: Signature:	E-mail: Phone Number:
5)	Company Name: Address:	Representative Printed Name: Signature:	E-mail: Phone Number:
6)	Company Name: Address:	Representative Printed Name: Signature:	E-mail: Phone Number:
7)	Company Name: Address:	Representative Printed Name: Signature:	E-mail: Phone Number:
8)	Company Name: Address:	Representative Printed Name: Signature:	E-mail: Phone Number:


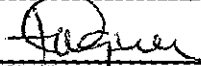
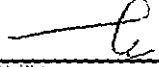
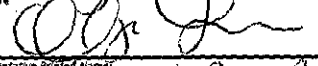


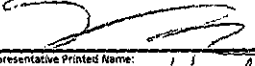
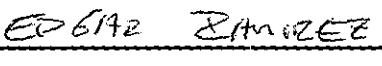
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PD-21-01 - Janitorial Services at the Police Department

Date: Tuesday March 2, 2021 at 10:00 a.m.

Meeting Location: Pembroke Pines Police Department East Station - 9500 Pines Blvd. Pembroke Pines FL, 33024

PRE-BID ATTENDANCE SHEET			
	Company Name:	Representative Printed Name:	E-mail:
1)	<input checked="" type="checkbox"/> USSI Address: 3665 NW 124th Ave Coral Springs, FL 33065	Jairo Casto 	Jairoc@ussiclean.com (784) 503-9489
2)	<input checked="" type="checkbox"/> EAST CLEANING SOLUTIONS Address: 1264 W 38th St Miami, FL 33135	MANU Y AGUONA 	786 320 1567 EASTCLEANINGSOLUTIONSUC@GMAIL.COM 305 698 2835
3)	<input checked="" type="checkbox"/> Total Connection Inc Address: 20451 NW 2nd Ave #120 Miami, FL 33169	Joe Oracko 	Totalconnection06@fidelco.com Joseph Oracko 954 657 1537
4)	<input checked="" type="checkbox"/> Abdiel Commercial Services Inc Address: 7777 Danie Rd. Ext #302B, Hollywood, FL 33024	Olagarijos 	olagarijos@abdielservices.com 305-763-2881
5)	<input checked="" type="checkbox"/> Sunshine Cleaning System Address: 3445 NW 12th St Ft. Lauderdale, FL 33309	Mike Woodson 	mike@sunclsn.com 954-772-0584
6)	<input checked="" type="checkbox"/> Bel Air Maintenance Address: PO Box 266284 Weston, FL 33336	Darren Horvathiner 	Darren@BelAir-BAM.com (954) 319-6467
7)	<input checked="" type="checkbox"/> T3 T Service Address: 401 NW 15 Ave	Tommy Bolden 	TomBolden99@gmail.com 954 461 9697 or 954 304 0698
8)	<input checked="" type="checkbox"/> GLOBAL SERVICES - MIAMI PK 7L Address: DRIVE PLUS	Linda Hlub 	Lhgcl@aol.com INFO@DESUEPLUS.COM





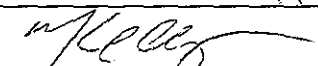
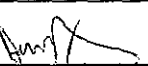
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PD-21-01 - Janitorial Services at the Police Department

Date: Tuesday March 2, 2021 at 10:00 a.m.

Meeting Location: Pembroke Pines Police Department East Station - 9500 Pines Blvd. Pembroke Pines FL, 33024

PRE-BID ATTENDANCE SHEET			
1)	Company Name: <u>Admire Cleaning Serv Corp</u>	Representative Printed Name: <u>Suan Morejia</u>	E-mail: <u>admirecleaning@gmail.com</u>
	Address: <u>7000 SW 16 ST P. Pines FL 33023</u>	Signature: 	Phone Number:
2)	Company Name: <u>Image Companies</u>	Representative Printed Name: <u>Rogner Cabarcos</u>	E-mail: <u>Service@imagecompanies.com</u>
	Address: <u>1750 N. Florida mango rd Suite 103 WPB. 33409</u>	Signature: 	Phone Number: <u>561 844 8778</u>
3)	Company Name: <u>Marsden South</u>	Representative Printed Name: <u>Shazad Ali</u>	E-mail: <u>sali@marsden.com</u>
	Address: <u>1388 SW 8th St - Pompano Beach FL 33064</u>	Signature: 	Phone Number: <u>305-340-7524</u>
4)	Company Name: <u>Omega Maintenance Company</u>	Representative Printed Name: <u>Craig Coote</u>	E-mail: <u>dottyched@gmail.com</u>
	Address: <u>10234 Summer Elm Ave Clermont</u>	Signature: 	Phone Number: <u>734-366-9588</u>
5)	Company Name: <u>JANZ KING</u>	Representative Printed Name: <u>Bill DWYER</u>	E-mail: <u>WDWYER@JANZKING.COM</u>
	Address: <u>4000 HOLLYWOOD BLVD, HOLLYWOOD FL 33022</u>	Signature: <u>B = D, -</u>	Phone Number: <u>954-254-4611</u>
6)	Company Name: <u>AMER Plus Cleaning</u>	Representative Printed Name: <u>Michael Kelly</u>	E-mail: <u>M.Kelly@AmerPlusCleaning.com</u>
	Address: <u>2598 E. SANITIS BLVD</u>	Signature: 	Phone Number: <u>786-785-8933</u>
7)	Company Name: <u>At A Maintenance</u>	Representative Printed Name: <u>Luiz K Barbera</u>	E-mail: <u>lbarbera@aafes.com</u>
	Address: <u>468 Midland Ave YONKAS NY 10704</u>	Signature: <u>JABUAN</u>	Phone Number: <u>914-482-4170</u>
8)	Company Name: <u>Delta Property Maintenance</u>	Representative Printed Name: <u>JOSEPH SILVA</u>	E-mail: <u>Deltaidea@gmail.com</u>
	Address: <u>5865 SW 23rd St West Park FL 33023</u>	Signature: 	Phone Number: <u>954-367-2413</u>

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

PD-21-01 - Janitorial Services at the Police Department

Date: Tuesday March 2, 2021 at 10:00 a.m.

Meeting Location: Pembroke Pines Police Department East Station - 9500 Pines Blvd. Pembroke Pines FL, 33024

PRE-BID ATTENDANCE SHEET

1)	Company Name: Seminole Commercial Cleaning	Representative Printed Name: Ruben Garcia	E-mail: JKSCC@janiking.com
	Address: 6300 Stirling Rd. Hollywood, FL 33024	Signature: <i>[Signature]</i>	Phone Number: 954 544-9488
2)	Company Name: Janiking Inc	Representative Printed Name: Cover Ellis	E-mail: caellis1977@gmail.com
	Address: 4600 Hollywood Blvd	Signature: <i>[Signature]</i>	Phone Number: 754-226-5368
3)	Company Name: RATIONAL AMERICA	Representative Printed Name: Juan Paez	E-mail: JPAEZ@RATIONALAMERICA.COM
	Address: 10900 NW 25th St #100 Doral FL 33172	Signature: <i>[Signature]</i>	Phone Number: (786) 615-5522
4)	Company Name: SAFEGUARD SERVICES	Representative Printed Name: Luis VARGAS	E-mail: WVargas@SafeguardServices.com
	Address: 13975 Pembroke Rd Pembroke Pines	Signature: <i>[Signature]</i>	Phone Number:
5)	Company Name: United Services, Inc.	Representative Printed Name: Richard Pardo	E-mail: rpardo@unitedservicesinc.net
	Address: 600 Industrial Way Boynton Beach FL 33439	Signature: <i>[Signature]</i>	Phone Number: 561-847-4627
6)	Company Name: Al Biohazard	Representative Printed Name: Jared Adler	E-mail: Jared.Adler@AlBiohazard.com
	Address: 3964 NE 5th Ave Oakland Park	Signature: <i>[Signature]</i>	Phone Number: 954-417-4331
7)	Company Name: Anago of South Florida	Representative Printed Name: Ariel Maldonado	E-mail: amaldonado@anagosfl.com
	Address: 20 SW 27th Ave Miami 33069	Signature: <i>[Signature]</i>	Phone Number: 571.224.6068
8)	Company Name: CRISTAL CLEANING SERVICES	Representative Printed Name: Elizabeth Arana	E-mail: oeis@gmail.com
	Address: 7521 Silver Creek Dr. Crystal Lake	Signature: <i>[Signature]</i>	Phone Number: 754 3631486

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safeguard services, inc.

Bid Contact

kevin connor
ktconnor@safeguardservices.net
Ph 954-963-4900

Address

13975 Pembroke Road
Pembroke Pines, FL 33027

Supplier Code

247878

Qualifications

FL-EVERIFY PP-DRUGFREE PP-EQUAL PP-LBTR PP-LOCAL PP-SCRUTINIZED PP-SWORN PP-VENDORINFO PP-VOSB PP-W9

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs	
PD-21-01--01-01	Please submit pricing in Attachment H - Proposal Form	Supplier Product Code:	First Offer -	1 / each	Y	Y
Supplier Total					\$0.00	

safeguard services, inc.

Item: **Please submit pricing in Attachment H - Proposal Form**

Attachments

Attachment_H_-_Proposal_Form 1.xlsx

Pembroke Pines Police - East Station 9500 Pines Boulevard Pembroke Pines, FL 33024					
Item #	Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.12.1 (A) Work to be Performed Daily	Daily / 5-Days Monday - Friday	73.81538462	260	19192
2	As per Scope of Work Section #1.12.2 (A) Work to be Performed Weekly	Weekly	126.8653846	52	6597
3	As per Scope of Work Section #1.12.3 (A) Work to be Performed Monthly	Monthly	199.8333333	12	2398
Total Cost for This Area					28187
RESTROOMS					
Item #		Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
4	As per Scope of Work Section #1.12.1 (B) Work to be Performed Daily	Daily / 5-Days Monday - Friday	57.66923077	260	14994
5	As per Scope of Work Section #1.12.2 (B) Work to be Performed Weekly	Weekly	92.26923077	52	4798
6	As per Scope of Work Section #1.12.3 (B) Work to be Performed Monthly	Monthly	249.8333333	12	2998
Total Cost for This Area					22790
BREAK ROOMS, COFFEE AREAS					
Item #		Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
7	As per Scope of Work Section #1.12.1 (C) Work to be Performed Daily	Daily / 5-Days Monday - Friday	27.68076923	260	7197
8	As per Scope of Work Section #1.12.2 (C) Work to be Performed Weekly	Weekly	34.59615385	52	1799
Total Cost for This Area					8996
SPECIAL SERVICE SCHEDULE					
Item #		Per Request	Unit Cost	QTY	Total Annual Cost
9	Extract shampoo carpeted areas - 4x per year	Per Request	448	4	1792
10	Scrub/re-wax all vinyl tile to maintain Strip & wax - 4x per year	Per Request	294	4	1176
11	Strip/wax - 4x per year	Per Request	140	4	560
Total Cost for This Area					3528

Pembroke Pines Police - West Station
18400 Johnson St. Pembroke Pines, FL 33028

Item #	Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
12	As per Scope of Work Section #1.12.1 (A) Work to be Performed Daily	Daily / 5-Days Monday - Friday	17.81923077	260	4633
13	As per Scope of Work Section #1.12.2 (A) Work to be Performed Weekly	Weekly	29.69230769	52	1544
14	As per Scope of Work Section #1.12.3 (A) Work to be Performed Monthly	Monthly	46.83333333	12	562
Total Cost for This Area					6739

Item #	RESTROOMS	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
15	As per Scope of Work Section #1.12.1 (B) Work to be Performed Daily	Daily / 5-Days Monday - Friday	12.41923077	260	3229
16	As per Scope of Work Section #1.12.2 (B) Work to be Performed Weekly	Weekly	18.90384615	52	983
17	As per Scope of Work Section #1.12.3 (B) Work to be Performed Monthly	Weekly	35.08333333	12	421
Total Cost for This Area					4633

Item #	BREAK ROOMS, COFFEE AREAS	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
18	As per Scope of Work Section #1.12.1 (C) Work to be Performed Daily	Daily / 5-Days Monday - Friday	8.638461538	260	2246
19	As per Scope of Work Section #1.12.2 (C) Work to be Performed Weekly	Weekly	8.096153846	52	421
Total Cost for This Area					2667

Item #	SPECIAL SERVICE SCHEDULE	Per Request	Unit Cost	QTY	Total Annual Cost
20	Extract shampoo carpeted areas - 4x per year	Per Request	112	4	448
21	Scrub/re-wax all vinyl tile to maintain Strip & wax - 4x per year	Per Request	252	4	1008
22	Strip/wax - 4x per year	Per Request	168	4	672
Total Cost for This Area					2128

Pembroke Pines Police - Training Facility 1201 SW 208 Avenue, Pembroke Pines, FL 33029					
Item #	Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
23	As per Scope of Work Section #1.12.1 (A) Work to be Performed Daily	Daily / 4-Days Monday - Thursday	27.27403846	208	5673
24	As per Scope of Work Section #1.12.2 (A) Work to be Performed Weekly	Weekly	18.17307692	52	945
25	As per Scope of Work Section #1.12.3 (A) Work to be Performed Monthly	Monthly	39.41666667	12	473
Total Cost for This Area					7091
RESTROOMS					
Item #		Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
26	As per Scope of Work Section #1.12.1 (B) Work to be Performed Daily	Daily / 4-Days Monday - Thursday	3.182692308	208	662
27	As per Scope of Work Section #1.12.2 (B) Work to be Performed Weekly	Weekly	3.634615385	52	189
28	As per Scope of Work Section #1.12.3 (B) Work to be Performed Monthly	Monthly	8	12	96
Total Cost for This Area					947
BREAK ROOMS, COFFEE AREAS					
Item #		Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost
29	As per Scope of Work Section #1.12.1 (C) Work to be Performed Daily	Daily / 4-Days Monday - Thursday	5.908653846	208	1229
30	As per Scope of Work Section #1.12.2 (C) Work to be Performed Weekly	Weekly	3.634615385	52	189
Total Cost for This Area					1418
SPECIAL SERVICE SCHEDULE					
Item #		Per Request	Unit Cost	QTY	Total Annual Cost
31	Extract shampoo carpeted areas - 4x per year	Per Request	56	4	224
32	Scrub/re-wax all vinyl tile to maintain Strip & wax - 4x per year	Per Request	75	4	300
33	Strip/wax - 4x per year	Per Request	112	4	448
Total Cost for This Area					972

Pembroke Pines Police - Investigations Facility					
Item #	Offices Entrances Reception Areas, Conference Rooms, Hallways and Common Areas	Daily / Weekly	Unit Cost	QTY	Total Annual
34	As per Scope of Work Section #1.12.1 (A) & 1.12.2 (A) Work to be Performed Weekly	Weekly	41.44230769	52	2155
35	As per Scope of Work Section #1.12.3 (A) Work to be Performed Monthly	Monthly	12.25	12	147
36	Total Cost for This Area				2302
Item #	RESTROOMS	Daily / Weekly	Unit Cost	QTY	Total Annual
37	As per Scope of Work Section ##1.12.1 (B) & 1.12.2 (B) Work to be Performed Weekly	Weekly	7.384615385	52	384
38	As per Scope of Work Section #1.12.3 (B) Work to be Performed Monthly	Monthly	7.333333333	12	88

39	Total Cost for This Area					472
Item #	BREAK ROOMS, COFFEE AREAS	Daily / Weekly Monthly	Unit Cost	QTY	Total Annual Cost	
40	As per Scope of Work Section #1.12.1 (C) & #1.12.2 (C) Work to be Performed Weekly	Weekly	3.403846154	52	177	
41	Total Cost for This Area					177
Item #	SPECIAL SERVICE SCHEDULE	Per Request	Unit Cost	QTY	Total Annual Cost	
42	Extract shampoo carpeted areas - 4x per year	Per Request	56	4	224	
43	Scrub/re-wax all vinyl tile to maintain Strip & wax - 4x per year	Per Request	75	4	300	
44	Strip/wax - 4x per year	Per Request	103	4	412	

FOR FUTURE ADDITIONAL REQUIREMENTS					
Item #	ADDITIONAL SERVICES	Per Request	Unit Cost		Total Cost
35	Scrub/wax Vinyl (Per Square Foot)	Cost Per S/F	0.37		0.37
36	Strip/wax Tile (Per Square Foot)	Cost Per S/F	0.46		0.46
37	Shampoo carpeted (Per Square Foot)	Cost Per S/F	0.2		0.2

Item Description	Packaging	Quantity	Price
Liquid Hand Soap Pink	Gal.	1	12.97
Toilet Paper	96 Rolls / Box	1	35.95
Towel Roll Household White	30 Rolls x 85 Sheets / Box	1	33.48
White Multi Fold Towels	10 x 250 Sheets / Box	1	24.15
Toilet Seat Covers	20 x 250 Sheets / Box	1	32.2

Supplier: safeguard services, inc.**CONTACT INFORMATION FORM**

IN ACCORDANCE WITH **PD-21-01** titled “**Janitorial Services for the Police Department**” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

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

COMPANY INFORMATION:COMPANY: **Safeguard Services Inc**STREET ADDRESS: **13875 Pembroke Road**CITY, STATE & ZIP CODE: **Pembroke Pines****PRIMARY CONTACT FOR THE PROJECT:**NAME: **Elaina Berdeguez** TITLE: **OFFICE MANAGER**E-MAIL: **safeguard services**TELEPHONE: **9549634900** FAX: **9649633884****AUTHORIZED APPROVER:**NAME: **Kevin Connor** TITLE: **VP**E-MAIL: **ktconnor@safeguardservices.net**TELEPHONE: **9549634900** FAX: **954-963-3884**SIGNATURE: **Kevin Connor****B) Proposal Checklist**

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

Attachment A - Contact Information Form	Yes <input checked="" type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input checked="" type="checkbox"/>
Attachment C - Proposer's Completed Qualification Statement	Yes <input checked="" type="checkbox"/>
Attachment F - References Form	Yes <input checked="" type="checkbox"/>

Did you make sure to update the following documents found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes <input checked="" type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input checked="" type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input checked="" type="checkbox"/>
Local Vendor Preference Certification	Yes <input checked="" type="checkbox"/>
Local Business Tax Receipts	Yes <input checked="" type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input checked="" type="checkbox"/>
Equal Benefits Certification Form	Yes <input checked="" type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input checked="" type="checkbox"/>
Scrutinized Company Certification	Yes <input checked="" type="checkbox"/>

C) Sample Proposal Form

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

Supplier: **safeguard services, inc.**



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

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

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

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

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

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

Printed Name/Signature **Kevin Connor**

Title **vp**

Name of Company **safeguard services**

Supplier: **safeguard services, inc.**



City of Pembroke Pines

Attachment C

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
13975 PEMBROKE ROAD
PEMBROKE PINES FL 33027**

PROPOSER'S License Number:

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business **50**

State the number of years your firm has been in business under your present business name **50**

State the number of years your firm has been in business in the work specific to this solicitation: **40**

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

**KERRY CONNOR, PRESIDENT
KEVIN CONNOR, VP**

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

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 non-responsive.

N/A

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:

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

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.

Original Provider

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, it the previous three (3) years:

Safeguard Services has successfully performed janitorial services with the City of Pembroke Pines since 1984. We have serviced the Police Dept, Fire, Dept, Public Services, City Hall, and Charter School Systems. We have also performed janitorial services for the City of Miramar, City of Hallandale, City of Hollywood, and the City of Dania Beach. We have extensive knowledge of the expectations and requirements to perform these services. We currently provide services to Spirit Airlines, Telemundo, and Memorial Healthcare System for over 10 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.

safeguard services

(Company Name)

kevin connor

(Printed Name/Signature)

Supplier: **safeguard services, inc.**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Pembroke Pines**

Address: **8300 S Palm Drive**

City/State/Zip: **Pembroke Pines FL 33027**

Contact Name: **Steven Buckland** Title: **Public Services, Director**

E-Mail Address: **sbuckland@ppines.com**

Telephone: **9545189107** Fax:

Project Information:

Name of Contractor Performing the work: **Safeguard Services**

Name and location of the project: **Janitorial Services for Public Services
Janitorial Services for the Charter School System**

Nature of the firm's responsibility on the project: **Perform janitorial services for Public Services
Department, Waste Treatment Plant, and miscellaneous facilities as contracted.**

Project duration: **9 years** Completion (Anticipated) Date: **5/31/2027**

Size of project: **1,000,000 sq ft** Cost of project: **\$1.2 million**

Work for which staff was responsible: **Perform night cleaning of each facility, quarterly floorcare, and
electrostatic disinfecting as requested.**

Contract Type: **commercial cleaning**

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

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **South Broward Hospital District**

Address: **3501 Johnson Street**

City/State/Zip: **Hollywood FL 33021**

Contact Name: **Jon Pickett** Title: **Director of Environmental Services**

E-Mail Address: **jpickett@mhs.net**

Telephone: **9542656327** Fax:

Project Information:

Name of Contractor Performing the work: **Safeguard Services Inc**

Name and location of the project: **Environmental Services for Memorial Healthcare System.
various locations throughout South Broward**

Nature of the firm's responsibility on the project: **The firm is responsible for day and night coverage up to seven days per week, including holidays. Services include cleaning, disinfecting, floor care, staff relief, etc. Also responsible to arm and disarm buildings.**

Project duration: **ongoing** Completion (Anticipated) Date: **11/30/2022**

Size of project: **500k sq ft.** Cost of project: **2 million**

Work for which staff was responsible: **Janitorial Services**

Floorcare

Carpet care

Day Porters

Staff Relief

Event Coverage

Contract Type: **commercial cleaning**

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

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be**

duplicated for each reference and any additional information that would be helpful can be attached.

Reference Contact Information:

Name of Firm, City, County or Agency: **Bascom Palmer Eye Institute**

Address: **900 NW 17th St**

City/State/Zip: **Miami FL 33136**

Contact Name: **Mario Ruiz** Title: **EVS Director**

E-Mail Address: **mxr2402@miami.edu**

Telephone: **954-669-8266** Fax:

Project Information:

Name of Contractor Performing the work: **Safeguard Services, Inc**

Name and location of the project: **Environmental Services BPEI**
900 NW 17th St
Miami FL 333136

Nature of the firm's responsibility on the project: **The firm is required to perform terminal cleaning of operating rooms and janitorial services throughout the hospital. We also provide daily personnel who are solely responsible to disinfect common areas. We clean nightly, perform quarterly floor care and maintain the grounds.**

Project duration: **ongoing** Completion (Anticipated) Date: **unknown**

Size of project: **250k sq ft** Cost of project: **1 million dollars**

Work for which staff was responsible: **Janitorial Services**

Groundskeeping

OR techs

Floorcare

Staff relief

Contract Type: **commercial cleaning**

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

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **University of Miami**

Address: **8170 Royal Palm Blvd**

City/State/Zip: **Coral Springs FL 33056**

Contact Name: **Emily Parham** Title: **Sr Practice Manager**

E-Mail Address: **exp169@miami.edu**

Telephone: **954-656-3120** Fax: **954-755-1910**

Project Information:

Name of Contractor Performing the work: **Safeguard Services Inc**

Name and location of the project: **Janitorial Services for UM Hospital - Coral Springs Satellite
8170 Royal Palm Blvd
Coral Springs FL 33056**

Nature of the firm's responsibility on the project: **Perform night cleaning and quarterly floor care**

Project duration: **ongoing** Completion (Anticipated) Date: **n/a**

Size of project: **500,000** Cost of project: **1,510,000**

Work for which staff was responsible: **Day Porter
Nightly cleaning
Quarterly floor and carpet care**

Contract Type: **commercial cleaning**

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

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **NBC Universal**

Address: **15000 S W 27 Avenue**

City/State/Zip: **Miramar FL 33027**

Contact Name: **George Pinilla** Title: **Building Manager**

E-Mail Address: **George.Pinilla@nbcuni.com**

Telephone: **954-622-6000** Fax:

Project Information:

Name of Contractor Performing the work: **Safeguard Services**

Name and location of the project: **Janitorial Services NBC-6
15000 S W 27 Avenue
Miramar FL 33027**

Nature of the firm's responsibility on the project: **provide day attendant and perform nightly services seven days per week, including holidays during the facility's 24-hour operation. Also, perform disinfection services and quarterly floor care.**

Project duration: **ongoing** Completion (Anticipated) Date: **n/a**

Size of project: **25k** Cost of project: **150,000**

Work for which staff was responsible: **Day Staffing
Nightly Cleaning
Floorcare
Disinfection service**

Contract Type: **commercial cleaning**

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



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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

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

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

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

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



City of Pembroke Pines

least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☐ A. Contractor currently complies with the requirements of this section; or
- ☐ B. Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ C. Contractor will not comply with the conditions of this section at the time of contract award: or
- ☒ D. Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
 - ☒ 1. The Contractor does not provide benefits to employees' spouses in traditional marriages;
 - ☐ 2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



City of Pembroke Pines

☐ 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

☐ 4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: **SAFEGUARD SERVICES INC**

AUTHORIZED OFFICER NAME / SIGNATURE:

A handwritten signature in blue ink, appearing to be "K. L.", written over a horizontal line.



City of Pembroke Pines

**E-VERIFY SYSTEM CERTIFICATION STATEMENT
(UNDER SECTION 448.095, FLORIDA STATUTES)**

1. Definitions:
 - a. **“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
 - b. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
 - c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
 - a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
3. Contract Termination
 - a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
 - b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 - c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
 - d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
 - e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Safeguard Services, Inc.

COMPANY NAME: _____

Kevin Connor

PRINTED NAME / AUTHORIZED SIGNATURE: _____

LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 20190062/01
RECEIPT-NO: 190787

RECEIPT-YEAR: OCTOBER 1, 2019 thru SEPTEMBER 30, 2020

BUS-NAME : SAFEGUARD SERVICES, INC.
BUS-ADDR : 13975 PEMBROKE RD
PEMBROKE PINES FL 33027

BUS-DESCR : JANITORIAL SERVICES

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.

RECEIPT-TYPE: REGULAR LICENSE

BUSINESS-CLASSIFICATION	INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
JAN JANITORIAL	0	10/01/2019		P/Pines
SIGN BUSINESS SIGN	1	10/01/2019		P/Pines
ZONE ZONING REVIEW FEE	1	10/01/2019		P/Pines



LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 20190062/01
RECEIPT-NO: 201766

RECEIPT-YEAR: OCTOBER 1, 2020 thru SEPTEMBER 30, 2021

BUS-NAME : SAFEGUARD SERVICES, INC.
BUS-ADDR : 13975 PEMBROKE RD
PEMBROKE PINES FL 33027

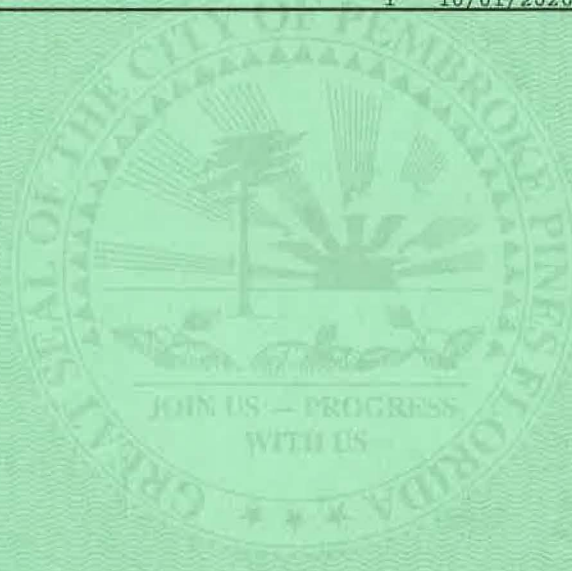
NOTICE

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	10/01/2020		P/Pines
SIGN BUSINESS SIGN	1	10/01/2020		P/Pines





City of Pembroke Pines

**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Kevin Connor president, on behalf of Safeguard Services Inc,
Print Name and Title Company Name
 certify that Safeguard Services Inc :
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Kevin Connor president

Print Name / Title


Signature

Safeguard Services Inc

Company Name



City of Pembroke Pines

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

1. This sworn statement is submitted Safeguard Services Inc
(name of entity submitting sworn statement)
whose business address is 13975 Pembroke Road Pembroke Pines FL 33027
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 Connor and my
(Please print name of individual signing)
relationship to the entity named above is owner/vp.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



City of Pembroke Pines

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
- ☒ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
- ☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Kevin Connor

Bidder's Name

Safeguard Services Inc

Company Name

Signature

3/22/21

Date



City of Pembroke Pines

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

SECTION 2 AFFIRMATION

☒ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

SAFEGUARD SERVICES, INC

Company Name

KEVIN CONNOR

Authorized Signer Name


 Authorized Signature



(OFFICE USE ONLY) Vendor number:

Vendor Information Form

Operating Name (Payee)	Safeguard Services, Inc.		
Legal Name (as filed with IRS)	Safeguard Services, Inc.		
Remit-to Address (For Payments)	13975 Pembroke Road		
	Pembroke Pines FL 33027		
Remit-to Contact Name:	Elaina Berdeguez	Title:	office manager
Email Address:	elainab@safguardservices.net		
Phone #:	(954) 963-4900	Fax #	(954) 963-3884
Order-from Address (For purchase orders)	13975 Pembroke Road		
	Pembroke Pines FL 33027		
Order-from Contact Name:	Elaina Berdeguez	Title:	office manager
Email Address:	elainab@safguardservices.net		
Phone #:	(954) 963-4900	Fax #	(954) 963-3884
Return-to Address (For product returns)	13975 Pembroke Road		
	Pembroke Pines FL 33027		
Return-to Contact Name	Elaina Berdeguez	Title:	office manager
Email Address:	elainab@safguardservices.net		
Phone #:	(954) 963-4900	Fax #	(954) 963-3884
Payment Terms:	net 30		

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

☒ Corporation

Federal ID Number:

591399022

☐ Sole Proprietorship/Individual

Social Security No.:

☐ Partnership☐ Health Care Service Provider☐ LLC – C (C corporation) – S (S corporation) – P (partnership)☐ Other (Specify):

Name & Title of Applicant Kevin Connor vp

Signature of Applicant

Date

3/22/21



City of Pembroke Pines

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: SAFEGUARD SERVICES, INC.

PRINTED NAME / AUTHORIZED SIGNATURE: Kevin Connor



City of Pembroke Pines

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (LPPV) or a "**Local Broward County Vendor**" (LBCV) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer **WILL NOT** qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: Safeguard Services, Inc

PRINTED NAME / AUTHORIZED SIGNATURE: Kevin Connor

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SAFEGUARD SERVICES INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

13975 PEMBROKE ROAD

Requester's name and address (optional)

6 City, state, and ZIP code

PEMBROKE PINES FL 33027

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

59 - 1399022

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date **3/22/21**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 6.

File ID: 21-0435

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 05/24/2021

Short Title: Janitorial Services for Police Department

Final Action: 06/02/2021

Title: MOTION TO AWARD IFB # PD-21-01 "JANITORIAL SERVICES FOR THE POLICE DEPARTMENT" TO THE MOST RESPONSIVE/RESPONSIBLE BIDDER, SAFEGUAD SERVICES, INC., IN THE ANNUAL AMOUNT NOT TO EXCEED \$110,000, FOR AN INITIAL TWO YEAR PERIOD.

***Agenda Date:** 06/02/2021

Agenda Number: 6.

Internal Notes:

Attachments: 1. Safeguard Services Executed Contract, 2. Exhibit A - PD-21-01 Janitorial Services for the Police Department, 3. Exhibit B - Safeguard Services, Inc. Submittal, 4. PD-21-01 Bid Tabulation, 5. In-house Cost Analysis

1 City Commission 06/02/2021 approve

Pass

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

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

Nay: - 0

MOTION TO AWARD IFB # PD-21-01 "JANITORIAL SERVICES FOR THE POLICE DEPARTMENT" TO THE MOST RESPONSIVE/RESPONSIBLE BIDDER, SAFEGUAD SERVICES, INC., IN THE ANNUAL AMOUNT NOT TO EXCEED \$110,000, FOR AN INITIAL TWO YEAR PERIOD.

SUMMARY EXPLANATION AND BACKGROUND:

1. On February 17, 2021, the City Commission authorized the advertisement of IFB # PD-21-01 "Janitorial Services for the Police Department", which was advertised on February 23, 2021.
2. The purpose of this solicitation was to find a contractor to provide janitorial services for the Police Department.
3. On March 23, 2021 the City opened six (6) proposals from the following vendors:

Agenda Request Form Continued (21-0435)**Vendor Name Total Cost**

Care Cleaning Plus LLC	\$	46,739.96
Marsden Services	\$	74,993.14
Safeguard Services Inc.	\$	100,966.45
Ralons America	\$	120,839.73
USSI	\$	137,802.27
Amer - Plus Janitorial and Maintenance LLC	\$	148,579.97

4. Care Cleaning Plus LLC and Marsden Services failed to provide pricing in the format requested and thus were deemed non responsive.
5. The Police Department has reviewed the proposals and has deemed Safeguard Services, Inc. to be the most responsive/responsible bidder.
6. In addition, Safeguard Services Inc. has also completed the Equal Benefits Certification Form and has utilized the following allowable exemption, stating that the Contractor does not provide benefits to employees' spouses in traditional marriages.
7. Request Commission to award IFB # PD-21-01 "Janitorial Services for the Police Department" to the most responsive/responsible bidder, Safeguard Services Inc. in the annual amount not to exceed \$110,000, for an initial two year period.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$36,667 for the remainder of the fiscal year. (\$110,000 annually)
- b) **Amount budgeted for this item in Account No:** Funds are available in account # 001-521-3001-534950-0000-000-0000 (Other Service - Maintenance)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$36,667	\$110,000	\$73,333	\$0	\$0
Net Cost	\$36,667	\$110,000	\$73,333	\$0	\$0

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



SAFESER-01

CARLEJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2020

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	
		INSURER A: Charter Oak Fire Insurance Company	
		INSURER B: Travelers Indemnity Company of America	
		INSURER C: Travelers Property Casualty Insurance Company	
		INSURER D: Associated Industries Insurance Company, Inc	
		INSURER E: Federal Insurance Company	
		INSURER F: Westchester Fire Insurance Company	
INSURED Safeguard Services, Inc. & Safe Management Systems Inc dba iClean Team 13975 Pembroke Road Pembroke Pines, FL 33027		NAIC # 25615 25666 36161 23140 20281 10030	

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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		660-7N973503	9/15/2020	9/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-7N939940	9/15/2020	9/15/2021	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 EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-7N985194	9/15/2020	9/15/2021	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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AWC1156628	9/15/2020	9/15/2021	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Crime			82243816	9/15/2020	9/15/2021	Fidelity 250,000
F	Environmental			G28408936 001	9/15/2020	9/15/2021	Each Incident 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability: The Certificate Holder is listed as an Additional Insured if required by written contract per form CGD2460419.

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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