



City of Pembroke Pines

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

THIS AMENDMENT ("Fourth Amendment"), dated this 14th day of December, 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

CEILING TO FLOOR CLEANING, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **2003 Mears Parkway, Margate, FL 33063**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **January 30, 2018**, the Parties entered into the Contractual Services Agreement ("Original Agreement") for Janitorial Services for an initial **two (2) year period**, which naturally expired on **February 4, 2020**; and,

WHEREAS, on **January 15, 2020**, the Parties executed the First Amendment to the Original Agreement to revise and supplement the terms contained therein and to renew the term of the Original Agreement for a two (2) year period which will naturally expire on **February 5, 2022**; and,

WHEREAS, on **June 2, 2020**, the Parties executed the Second Amendment to the Original Agreement, as amended, to reduce the Scope of Services of the Original Agreement, as amended, in light of the coronavirus disease pandemic; and,

WHEREAS, on **November 3, 2021**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term of the Original Agreement, as amended, for a two (2) year period which shall commence on **February 6, 2022** and naturally expire on **February 5, 2024**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire revise and restore the Scope of Services as contemplated by the Original Agreement, and to supplement the terms contained therein as set forth in this Fourth 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 Fourth Amendment, or any subsequent amendment, which is in ~~striketrough type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. Pursuant to Section 5.1 of the Original Agreement, as amended, the CONTRACTOR and CITY agree to resume the Scope of Services as provided for in the Original Agreement, Exhibit "A". The compensation amount will be modified and increased, allowing for the CONTRACTOR to be paid monthly for actual services rendered. Hereafter, the CITY shall compensate the CONTRACTOR in an annual amount not to exceed **TWENTY-EIGHT THOUSAND, SIX HUNDRED AND FOURTEEN DOLLARS AND 00/100 CENTS (\$28,614.00)**.

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

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

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

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

4.2.2 Is engaged in business operations in Syria.

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



5.1 **Definitions for this Section.**

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

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

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

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

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

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

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

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



City of Pembroke Pines

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

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

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

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

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

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 December 14, 2021
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK

DocuSigned by:
Charles F. Dodge December 14, 2021
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Danielle Schwabe December 10, 2021
013E807C191D4FF...
Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

CEILING TO FLOOR CLEANING, INC.

Signed By: Aisha Styles
Print Name: Aisha Styles
Title: CEO



**THIRD AMENDMENT TO
CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
CEILING TO FLOOR CLEANING, INC.**

THIS AMENDMENT ("Third Amendment"), dated this 3rd day of November, 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

CEILING TO FLOOR CLEANING, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **2003 Mears Parkway, Margate, FL 33063**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **January 30, 2018**, the Parties entered into the Contractual Services Agreement ("Original Agreement") for Janitorial Services for an initial **two (2) year period**, which naturally expired on **February 4, 2020**; and,

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

WHEREAS, on **January 15, 2020**, the Parties executed the First Amendment to the Original Agreement to revise and supplement the terms contained therein and to renew the term of the Original Agreement for a **two (2) year period** which naturally expires on **February 5, 2022**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to renew the term of Original Agreement, as amended, for a **two (2) year period** which shall commence on **February 6, 2022** and naturally expire on **February 5, 2024** and to supplement the terms contained therein as set forth in this Third 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 Third Amendment, or any subsequent amendment, which is in ~~strike through type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. The Original Agreement, as amended, is hereby renewed for the final **two (2) year** renewal which shall commence on **February 6, 2022** and naturally expire on **February 5, 2024**.

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

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

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

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

4.2.2 Is engaged in business operations in Syria.

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

5.1 Definitions for this Section.

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

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



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

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

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

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

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

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

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

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



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

SECTION 9. 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 10. 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.

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

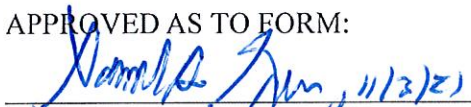
ATTEST:

 11/4/21
MARLENE D. GRAHAM, CITY CLERK

BY:


MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

 11/3/21
Print Name: SAMUEL S. GREEN
OFFICE OF THE CITY ATTORNEY

BY:


CHARLES F. DODGE, CITY MANAGER



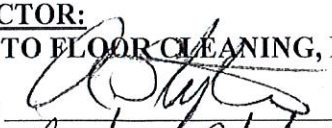
CONTRACTOR:

CEILING TO FLOOR CLEANING, INC.

Signed By:

Print Name:

Title:


Aisha Styles
CEO



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number:

File ID: 21-0935

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda
Section:

In Control: City Commission

File Created: 10/11/2021

Short Title: Contracts Database Report - November 3rd, 2021

Final Action: 11/03/2021

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

(A) Calvin, Giordano & Associates, Inc. - Environmental and Support Service
- Renewal

(B) Vigilant Solutions, Inc. - License Plate Reader, Camera License -
Renewal

(C) Mullings Engineering Services - Landscaping Division - Sod and Sod
Installation/Removal Services - Renewal

(D) Ceiling to Floor Cleaning, Inc. - Janitorial Services Studio 18 - Renewal

*Agenda Date: 11/03/2021

Agenda Number:

Internal Notes:

Attachments: 1. Contracts Database Report - November 3, 2021, 2. A. Calvin, Giordano & Associates - Prof Environmental & Suppor Svc (All backup), 3. B. Vigilant Solutions, Inc. - ESA & IDP - (All Backup), 4. C. Mullings Engineering - Sod and Sod Installation (Orig-1st A)(AB), 5. D. Ceiling to Floor Cleaning-Janitorial Services (All Backup)

1 City Commission 11/03/2021 approve Pass

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

Notes: VM Good pulled 9(A)(A) Calvin, Giordano & Associates, Inc. - Environmental and Support Service - Renewal
John England Assistant City Engineering, S. Palm Drive spoke on contract with Calvin Giordano
VM asked about CRS portion of the contract.
Mr. England spoke on the history of performance of Calvin Giordano.
vm Good asked on value of CRS.

Mr. John Cooper director of addressed the VM's questions.
Community Rating System evaluates community's resident for flooding. system
leads to reduced flood insurance rates.

VM Good spoke on CRS is a rating of the readiness of the city. classifications
go from 0-9. work should be done to bring classification down below 7.
companies specialize in CRS ratings. start doing the math for support direction
to CM to find company to assist us reduce CRS ratings down to 2%.

Mayor spoke.

Mr. Cooper said this is a maintenance approve.

Commissioner Siple spoke. two different initiatives Take care of item A here
and then make a motion to bring onboard a company that specializes in CRS
reduction.

VM good said perhaps consensus rather than motion.

Castillo spoke. what example care cities doing to bring rate from 7% to 2%?

VM putting building department in
CA - motion

Vice Mayor Good, seconded by nCommissioner Siple, motion taht cm move
forward with RFP to acquire comn y to reduce CRS claficistion that what it
currently is today.

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

Nay: - 0

1 City Commission 11/03/2021 approve Pass

Action Text: A motion was made by Vice Mayor Good Jr., seconded by Commissioner Siple, to approve. The
motion carried by the following vote:

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

Nay: - 0

1 City Commission 11/03/2021 approve Pass

Action Text: A motion was made by Vice Mayor Good Jr., seconded by Commissioner Castillo, to approve. The
motion carried by the following vote:

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

Nay: - 0

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

(A) Calvin, Giordano & Associates, Inc. - Environmental and Support Service - Renewal

(B) Vigilant Solutions, Inc. - License Plate Reader, Camera License - Renewal

(C) Mullings Engineering Services - Landscaping Division - Sod and Sod Installation/Removal

Services - Renewal

(D) Ceiling to Floor Cleaning, Inc. - Janitorial Services Studio 18 - Renewal

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 Report for renewal.

(A) Calvin, Giordano & Associates, Inc. - Environmental and Support Service - Renewal

1. On February 5, 2020, the City entered into an Agreement with Calvin, Giordano & Associates, Inc. for an initial two (2) year period, expiring on February 4, 2022.
2. Calvin, Giordano & Associates, Inc. provides professional environmental and support services to the City Engineer.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year renewal terms upon the mutual written agreement of the Parties.
4. The Engineering 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 on February 5, 2022 and expiring on February 4, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$50,000
- b) **Amount budgeted for this item in Account No:** 001-519-6006-531100-0000-000-0000 (Professional Services - Engineering)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year (approximate) projection of the operational cost of the project:**

	FY 2021-22		FY 2022-23	FY 2023-24
Revenues	\$.00	\$.00	\$.00	
Expenditures	\$33,333.33		\$50,000.00	\$16,666.67

Net Cost \$33,333.33 \$50,000.00 \$16,666.67

e) Detail of additional staff requirements: Not Applicable

(B) Vigilant Solutions, Inc. - License Plate Reader, Camera License - Renewal

1. On November 16, 2015, the City entered into an Enterprise Service Agreement with Vigilant Solutions for an initial one (1) year period, commencing on January 16, 2016 and expiring on January 16, 2018.

2. The City of Pembroke Pines Police Department utilizes Vigilant Solutions to provide software licenses for their license plate reader database, systems, and associated cameras.

3. Section III.A of the Original Agreement authorizes the extension of the Original Agreement for additional one (1) year periods.

4. The Original Agreement has been extended five (5) times, with the Fifth Amendment extending the term to January 16, 2022.

5. The Police Department is not purchasing additional hardware at this time and wishes only to renew the data portion of this Agreement and align the license subscriptions with the City's Fiscal year.

6. The Police Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Sixth Amendment for the nine (9) month renewal term commencing on January 17, 2022 and expiring on September 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$37,530.48

b) Amount budgeted for this item in Account No:

001-521-3001-534990-0000-000-0000- Other Services

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

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

	FY 2021-22
Revenues	\$.00
Expenditures	\$37,530.48
Net Cost	\$37,530.48

e) Detail of additional staff requirements: Not Applicable

(C) Mullings Engineering Services - Landscaping Division - Sod and Sod Installation/Removal Services - Renewal

1. On March 17th, 2021 the City entered into a Contractual Services Agreement with Mullings Engineering Services - Landscaping Division for an initial one (1) year period which expires on March 2nd, 2022.
2. Mullings Engineering Services - Landscaping Division provides the City with Sod and Sod Installation/Removal Services.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year terms upon mutual consent, evidenced by written amendments to the Original Agreement extending the term thereof.
4. The Public Services Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment to extend the term for an additional one (1) year period which shall commence on March 3rd, 2022 and naturally expire on March 2nd, 2023.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$200,000.00
- b) **Amount budgeted for this item in Account No:** Funds will be available in the following account numbers as project arise on an as needed basis:
#1 001-539-6004-546150- (R&M Land Bldg. & Improvements
#2 001-539-6004-663115 (Landscaping)
#3 001-572-7001-546150 (R&M Land Bldg. & Improvements
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

(D) Ceiling to Floor Cleaning, Inc. - Janitorial Services Studio 18 - Renewal

1. On January 30, 2018, the City entered into a Contractual Services Agreement with Ceiling to Floor Cleaning, Inc. for an initial two (2) year period, which naturally expired on February 4, 2020.
2. The City of Pembroke Pines Recreation & Cultural Arts Department utilizes Ceiling to Floor Cleaning, Inc. to provide Janitorial Services for Studio 18.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On January 15, 2020, the City executed the First Amendment to the Original Agreement to revise and amend the terms and conditions of the Original Agreement and to renew for an additional two (2) year term, which will expire on February 5, 2022.

5. On June 2, 2020, the City executed the Second Amendment to the Original Agreement, as amended, to reduce the Scope of Services due to the Coronavirus pandemic.

6. The Recreation & Cultural Arts Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Third Amendment for the final two (2) year renewal term which shall commence on February 6, 2022 and naturally expire on February 5, 2024.

FINANCIAL IMPACT DETAIL:

a) Annual Renewal Cost: \$28,614

b) Amount budgeted for this item in Account No: Funds are currently budgeted for this project in account 001-572-7001-534990-0000-000-0000

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	Year 3
Revenues	\$.00	\$.00	\$.00
Expenditures	\$19,076	\$28,614	\$11,922.50
Net Cost	\$19,076	\$28,614	\$11,922.50

e) Detail of additional staff requirements: Not Applicable



SECOND AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT ("Amendment"), dated the _ day of _ , 2020, 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

CEILING TO FLOOR CLEANING, INC., a Company, authorized to do business in the State of Florida, with a business address of **2732 NW 15th Court, Fort Lauderdale, Florida 33311** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WHEREAS, on or about January 30, 2018, the CITY entered into a contractual services agreement with CONTRACTOR for services (the "Original Agreement"); and

WHEREAS, in light of the novel coronavirus disease pandemic, the Parties, in accordance with Section 5.1 of the Original Agreement, desire to amend the Original Agreement and reduce the scope of services of their contractual relationship as set forth herein; and

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and CONTRACTOR agree to amend the Original Agreement as follows:

1. RECITALS. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

2. REDUCED SCOPE OF SERVICES. Pursuant to Section 5.1 of the Original Agreement, the CONTRACTOR and CITY agree to amend Article 2 of the Original Agreement to reduce the scope of services. The monthly compensation will be reduced and modified. CITY shall make payment to CONTRACTOR on a weekly basis in the amount of \$83.37. The modified scope of services shall include the following:



- a) Sweeping and mopping of floors
- b) Bathrooms cleaned, sanitized and consumables replaced
- c) Trash removal
- d) Disinfect all surfaces to include all door handles, surfaces in all areas also artist studio doors
- e) Sweep and wash the front entrance of the building
- f) Sweep the back of the entrance to the building

3. DECISION TO RESUME ORIGINAL SERVICES. In the event the Parties agree to resuming original services as contemplated by the Original Agreement, this decision shall be subject to Governor Ron Desantis' emergency declaration or upon the determination by the City Manager. The decision to resume original services pursuant to the Original Agreement shall be memorialized by a subsequent written agreement in accordance with the Notice provision in section 19.6 of the Original Agreement.

4. ORIGINAL AGREEMENT. All of the terms and conditions of the Original Agreement shall be binding and remain in full force and effect except as expressly amended hereinabove.

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

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City of Pembroke Pines

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

ATTEST:

for MARLENE D. GRAHAM, CITY CLERK

APPROVED AS TO FORM:

Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

CITY:

CITY OF PEMBROKE PINES, FLORIDA

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



CONTRACTOR:

By: Archa Styles
Name: Archa Styles
Title: CEO

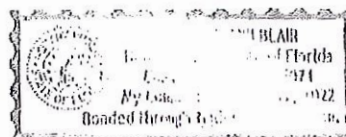
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 02 day of April 2020, by Archa Styles of CEILING TO FLOOR CLEANING, INC., a State of Florida corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC

Produced Identification OR
Personally Known

Florida Driver License
Type of Identification Produced





**FIRST AMENDMENT TO CONTRACTUAL
SERVICES AGREEMENT BETWEEN THE CITY
OF PEMBROKE PINES AND
CEILING TO FLOOR CLEANING, INC.**

THIS IS AN AGREEMENT ("Agreement"), dated this 15th day of January, 2020, 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

CEILING TO FLOOR CLEANING, 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 **2003 NW 55th Avenue, Margate, FL 33063**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **January 30, 2018**, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") for an initial **two (2) year period**, commencing on **February 5, 2018** and expiring on **February 4, 2020** ; and,

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

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

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

WHEREAS, the Parties further desire to execute the first **two (2) year renewal** option and amend the Original Agreement, in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto



agree as follows:

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

SECTION 2. Section 4.4 of **Article 4** entitled "**Compensation and Method of Payment**" is hereby amended as set forth below:

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

SECTION 3. Section 7.6.4 and Section 7.6.5 of **Article 7** entitled "**Insurance**" are hereby deleted as set forth below:

~~7.6.4 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.~~

~~7.6.5 Sexual Abuse may not be excluded from any policy.~~

SECTION 4. **Article 19** entitled "**Miscellaneous**" is hereby amended by the addition of Section 19.18, as set forth below:

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

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

19.18.2 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:

19.18.2.1 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

19.18.2.2 Is engaged in business operations in Syria.

SECTION 5. The Original Agreement, is hereby renewed for the first **two (2) year** renewal period commencing on **February 5, 2020** and terminating on **February 5, 2022**.



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

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

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

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



City of Pembroke Pines

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

ATTEST:

CITY:

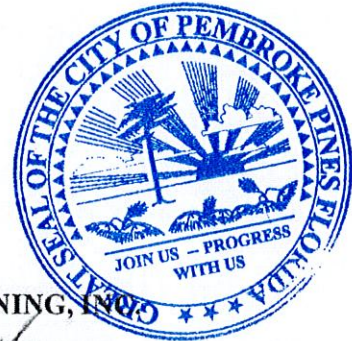
CITY OF PEMBROKE PINES

Marlene D. Graham
MARLENE D. GRAHAM,
CITY CLERK

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

APPROVED AS TO FORM

Quentin Morgan 2.6.2020
Print Name: Quentin Morgan
OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

CEILING TO FLOOR CLEANING, INC.

BY: Aisha Styles

Print Name: Aisha Styles

Title: CEO

WITNESSES

Brice Bennett
Print Name

Athwon Jackson
Print Name

STATE OF Florida

COUNTY OF Broward SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Aisha J. Styles as CEO of CEILING TO FLOOR CLEANING, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of CEILING TO FLOOR CLEANING, INC., for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 03 day of Feb 2020.

Elizabeth B. Paulino
ELIZABETH B. PAULINO
Notary Public - State of Florida
NOTARY PUBLIC GC 186504
My Comm. Expires Feb 15, 2022
(Name of Notary Typed, Printed or Stamped)



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 20.

File ID: 19-1406

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 11/21/2019

Short Title: Contract Database Report

Final Action: 01/15/2020

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

(A) Cintas Corporation NO. 2 - Uniform Rental and Cleaning Service - Fire Department

(B) Gold Nugget Uniform d/b/a Argo Uniform - Purchase of Police Uniforms

(C) Allied Universal Corporation - Sodium Hydroxide 25% (Caustic Soda)

(D) Ceiling to Floor Cleaning, Inc. - Janitorial Services - Studio 18

(E) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services

(F) Ericks Consultants, Inc. - Legislative Consulting Services

(G) Lawrence J. Smith, P.A. - Legislative Consulting Services

(H) Smith, Bryan and Myers, Inc. - Legislative Consulting Services

**ITEMS (I) and (J) WILL EXPIRE WITH NO RENEWAL TERMS
AVAILABLE, 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:**

(I) Maccabi Landscape Corp. - Citywide Trees Plants & Other Landscaping

(J) Tropical Touch Gardens Center, Inc. - Provide and/or Install Trees, Plants & Other Landscaping Materials

*Agenda Date: 01/15/2020

Agenda Number: 20.

Internal Notes:

Attachments: 1. Contracts Database Report - January 15, 2020, 2. Cintas Corporation No. 2 - Uniform Rental & Cleaning Agreement (all backup), 3. Gold Nugget dba Argo Uniforms - Uniform Agreement (all backup), 4. Allied Universal Corp - Caustic Soda Agreement (all backup), 5. Ceiling to Floor Cleaning - Janitorial Services (all backup), 6. Civic Plus Inc. - Master Service Agreement (all backup), 7. Ericks Consultants Inc - Legislative Consulting (all backup), 8. Ericks Consultants, Inc. - 2019 Legislative Session Final Report, 9. Lawrence J. Smith, P.A. - Legislative Consulting (all backup), 10. Lawrence J. Smith, P.A. - 2019 Legislative Session Final Report, 11. Smith, Bryan & Myers, Inc. - Legislative Consulting (all backup), 12. Smith, Bryan & Myers, Inc. - 2019 Legislative Session Final Report, 13. Maccabi Landscape, Corp - Citywide Trees, Plants Etc. (all backup), 14. Tropical Touch Garden - Citywide Trees, Plants & Other Landscape Materials (all backup)

1	City Commission	01/15/2020	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
	Aye: - 5	Mayor Ortis, Commissioner Castillo, Commissioner Good Jr., Commissioner Schwartz, and Vice Mayor Siple		
	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) Cintas Corporation NO. 2 - Uniform Rental and Cleaning Service - Fire Department

1. On May 25, 2017, the City entered into an Agreement with Cintas Corporation No. 2 for an initial two and a half (2 ½) year period, commencing March 1, 2017 and expiring September 30, 2019.

2. Cintas Corporation No. 2 provides uniforms and cleaning service to Fire Department personnel using a combination of proprietary formulated detergents and commercial extractors removing contaminants and bio-hazardous products from the uniforms.

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

4. The Fire Department recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing October 1, 2019 and ending September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$28,268.24
- b) **Amount budgeted for this item in Account No:** \$31,200.00
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	NA	NA	NA
Expenditures	\$28,268.24	\$29,116.29	NA	NA	NA
Net Cost	\$28,268.24	\$29,116.29	NA	NA	NA

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

(B) Gold Nugget Uniform d/b/a Argo Uniform - Purchase of Police Uniforms

1. On November 30, 2015 the City entered into an agreement with Gold Nugget Uniform for an initial two (2) year period commencing on November 1, 2015 and ending on October 31, 2017.

2. The City's Police Department utilizes Gold Nugget for the provision of uniforms and accessories for all uniformed employees of the Pembroke Pines Police Department.

3. On November 1, 2017, the Parties executed the First Amendment to the Original Agreement for the first two (2) year renewal period commencing on November 1, 2017 and ending on October 31, 2019.

4. The Police Department recommends that the City Commission approve this Second Amendment for the two (2) year renewal term, commencing on November 1, 2019 and expiring on October 31, 2021, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$89,000.00
- b) **Amount budgeted for this item in Account No:** There is \$80,000 budgeted in account # 1-521-3001-52600 - Clothing/Uniforms and \$9,000 budgeted in account # 1-529-3001-9007-52600 - Code Compliance - Clothing/Uniforms.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** The agreement shall be

renewed for an additional two year period.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$0.00	NA	NA
Expenditures	\$81,583.33	\$89,000.00	\$7,416.67	NA	NA
Net Cost	\$81,583.33	\$89,000.00	\$7,416.67	NA	NA

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

(C) Allied Universal Corporation - Sodium Hydroxide 25% (Caustic Soda)

1. On February 21, 2018, the City Commission approved to enter into an Original Agreement with Allied Universal Corporation and on March 26, 2018 the Parties executed the Agreement for an initial two year period, commencing February 22, 2018 and expiring February 21, 2020.
2. The City of Pembroke Pines Utilities Department utilizes Allied Universal Corporation to provide all materials, labor, supplies, equipment and transportation to furnish and deliver Sodium Hydroxide 25% (Caustic Soda) for Waste Water Treatment Plant odor control.
3. Section 2.2 of the Original Agreement allows for two additional two-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 two (2) year renewal term commencing February 22, 2020 and ending February 22, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$78,462.72
- b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account #471-535-6022-52430 (Operating Chemicals)
- 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	\$.00	\$.00	\$0.00	NA	NA
Expenditures	\$45,769.92	\$78,462.72	\$32,692.80	NA	NA
Net Cost	\$45,769.92	\$78,462.72	\$32,692.80	NA	NA

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

(D) Ceiling to Floor Cleaning, Inc. - Janitorial Services - Studio 18

1. On January 30, 2018, the City entered into a Contractual Services Agreement with Ceiling to Floor Cleaning, Inc. for an initial two (2) year period, commencing February 5, 2018 and

expiring February 4, 2020.

2. The City of Pembroke Pines Recreation & Cultural Arts Department utilizes Ceiling to Floor Cleaning, Inc. to provide Janitorial Services for Studio 18.

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

4. The Recreation & Cultural Arts Department recommends that the City Commission approve this First Amendment for the two (2) year renewal term commencing February 5, 2020 and ending February 5, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Annual Renewal Cost:** \$28,614

b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account #1-572-7001-34990 (Contractual Services)

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	\$0.00	\$0.00	\$0.00	NA	NA
Expenditures	\$19,075.52	\$28,613.28	\$9,537.76	NA	NA
Net Cost	\$19,075.52	\$28,613.28	\$9,537.76	NA	NA

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

(E) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services

1. On February 27, 2019, the City entered into a Service Agreement with Civic Plus, Inc. commencing on February 27, 2019.

2. The City of Pembroke Pines Technology Services Department utilizes Civic Plus, Inc. to provide the City Website, the School Subsites, Intranet, Recreation Software, and Audio Eye services, and the Recreation and Cultural Arts Department utilizes Civic Plus, Inc. to provide registration software.

3. Section 1 of the Original Agreement allows for the agreement to remain in effect unless terminated by either party.

4. Upon implementation of the AudioEye module, the City requested to have all subscriptions renew simultaneously on January 31, 2020.

5. Both, the Technology Services and the Recreation and Cultural Arts Departments

recommend that the City Commission approve the first one (1) year renewal term commencing January 31, 2020 and ending January 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Annual Renewal Cost: \$84,607.60

b) Amount budgeted for this item in Account No: \$65,857.60: 1-513-2002-34995 IT Contractual services & \$18,750.00: 1-572-7001-52652 - Recreation and Cultural Arts Annual Services Fees

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

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

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	NA	NA	NA
Expenditures	\$56,405.07	\$28,202.53	NA	NA	NA
Net Cost	\$56,405.07	\$28,202.53	NA	NA	NA

e) Detail of additional staff requirements: Not Applicable

(F) Ericks Consultants, Inc. - Legislative Consulting Services

1. On January 24, 2013, the City Commission approved to enter into a Legislative Consulting Agreement with Ericks Consultants, Inc. for an initial one (1) year period, commencing February 1, 2013 and expiring January 31, 2014.

2. The City of Pembroke Pines Administration Department utilizes Ericks Consultants, Inc. to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.

3. Section 6.01 of the Original Agreement allows for additional one (1) year renewal terms subject to satisfactory performance by Consultant, upon determination by City that renewal is in the best interest of City and approved by City Commission.

4. To date, the Original Agreement, has had six amendments, including six (6) one (1) year renewals which extended the term of the agreement to January 31, 2020.

5. The Administration recommends that the City Commission approve this Seventh Amendment for the one (1) year renewal term commencing February 1, 2020 and ending January 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Annual Renewal Cost: \$84,000

- b) **Amount budgeted for this item in Account No:** 1-519-800-31500 (Professional Services-Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	NA	NA	NA
Expenditures	\$56,000.00	\$28,000.00	NA	NA	NA
Net Cost	\$56,000.00	\$28,000.00	NA	NA	NA

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

(G) Lawrence J. Smith, P.A. - Legislative Consulting Services

1. On January 25, 2013, the City Commission approved to enter into a Legislative Consulting Agreement with Lawrence J. Smith, P.A. for an initial one (1) year period, commencing February 1, 2013 and expiring January 31, 2014.
2. The City of Pembroke Pines Administration Department utilizes Lawrence J. Smith, P.A. to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
3. Section 6.01 of the Original Agreement allows for additional one (1) year renewal terms subject to satisfactory performance by Consultant, upon determination by City that renewal is in the best interest of City and approved by City Commission.
4. To date, the Original Agreement, has had six amendments, including six (6) one (1) year renewals which extended the term of the agreement to January 31, 2020.
5. The Administration recommends that the City Commission approve this Seventh Amendment for the one (1) year renewal term commencing February 1, 2020 and ending January 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$84,000
- b) **Amount budgeted for this item in Account No:** 1-519-800-31500 (Professional Services-Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	NA	NA	NA
Expenditures	\$56,000.00	\$28,000.00	NA	NA	NA

Net Cost	\$56,000.00	\$28,000.00	NA	NA	NA
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e) **Detail of additional staff requirements:** Not Applicable.

(H) Smith, Bryan and Myers, Inc. - Legislative Consulting Services

1. On February 2, 2017, the City Commission approved to enter into a Legislative Consulting Agreement with Smith, Bryan and Myers, Inc. for an initial one (1) year period, commencing February 1, 2013 and expiring January 31, 2014.
2. The City of Pembroke Pines Administration Department utilizes Smith, Bryan and Myers, Inc. to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
3. Section 6.01 of the Original Agreement allows for additional one (1) year renewal terms subject to satisfactory performance by Consultant, upon determination by City that renewal is in the best interest of City and approved by City Commission.
4. To date, the Original Agreement, has had two amendments, including two (2) one (1) year renewals which extended the term of the agreement to January 31, 2020.
5. The Administration recommends that the City Commission approve this Seventh Amendment for the one (1) year renewal term commencing February 1, 2020 and ending January 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$36,000
- b) **Amount budgeted for this item in Account No:** 1-519-800-31500 (Professional Services-Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	NA	NA	NA
Expenditures	\$24,000.00	\$12,000.00	NA	NA	NA
Net Cost	\$24,000.00	\$12,000.00	NA	NA	NA

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

(I) Maccabi Landscape Corp. - Citywide Trees Plants & Other Landscaping

1. On April 9, 2018, the City entered into a Contractual Services Agreement for an initial one

- (1) year period commencing on April 9, 2018 and expiring on April 8, 2019.
2. The City of Pembroke Pines Public Service Departments contracts Maccabi Landscape Corp to provide and/or install trees, plants and other landscaping materials throughout the City of Pembroke Pines on as needed basis in accordance to landscape plan and specifications for projects as they arise.
3. Section 3.2 of the Original Agreement allowed for one (1) additional one (1) year renewal term upon mutual consent, evidenced by a written Amendment.
4. On February 20, 2019 the Parties executed the First Amendment to include additional trees, and plants and to renew the agreement for the period commencing on April 9, 2019 and expiring on April 8, 2020.
5. The agreement does not allow for any further renewals.
6. The Public Services Department has begun the procurement process to contract for these services.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** Not Applicable.
- b) **Amount budgeted for this item in Account No:** Not Applicable.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	NA	NA	NA	NA	NA
Expenditures	NA	NA	NA	NA	NA
Net Cost	NA	NA	NA	NA	NA

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

(J) Tropical Touch Gardens Center, Inc. - Provide and/or Install Trees, Plants & Other Landscaping Materials

1. On April 3, 2018, the City entered into a Contractual Services Agreement for an initial one (1) year period commencing on April 3, 2018 and expiring on April 2, 2019.
2. The City of Pembroke Pines Public Service Departments contracts Tropical Touch Gardens Center, Inc. to provide and/or install trees, plants and other landscaping materials throughout the City of Pembroke Pines on as needed basis in accordance to landscape plans and specifications for projects as they arise.
3. Section 3.1 of the Original Agreement allowed for one (1) additional one (1) year renewal

term upon mutual consent, evidenced by a written Amendment.

4. On March 13, 2019 the Parties entered into the First Amendment to include additional trees, and plants and to renew the agreement for the period commencing on April 3, 2019 and expiring on April 2, 2020.

5. The agreement does not allow for any further renewals.

6. The Public Services Department has begun the procurement process to contract for these services.

FINANCIAL IMPACT DETAIL:

a) **Annual Renewal Cost:** Not Applicable.

b) **Amount budgeted for this item in Account No:** Not Applicable.

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

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

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	NA	NA	NA	NA	NA
Expenditures	NA	NA	NA	NA	NA
Net Cost	NA	NA	NA	NA	NA

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



CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 30th day of January, 2018, 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

CEILING TO FLOOR CLEANING, INC., a Company, authorized to do business in the State of Florida, with a business address of **P.O. Box 880, Fort Lauderdale, FL 33302** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 On **October 4, 2017**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **Janitorial Services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

IFB #RE-17-02
"Janitorial Services"

1.2 On **November 7, 2017**, the bids were opened at the offices of the City Clerk.

1.3 On **December 20, 2017**, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.



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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the **Janitorial Services**, 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, "**IFB #RE-17-02**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

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

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

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

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

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

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



ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial **two (2) year** period commencing on **February 5th, 2018**, and ending on **February 4, 2020**.

3.2 This Agreement may be renewed for **two (2) additional two (2) year 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 **thirty (30) business days** of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 *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 **AN AMOUNT NOT TO EXCEED TWENTY EIGHT THOUSAND SIX HUNDRED AND THIRTEEN DOLLARS AND TWENTY-EIGHT CENTS (\$28,613.28)**, which includes a **10%** owner's contingency fee of **TWO THOUSAND SIX HUNDRED AND ONE DOLLAR AND TWENTY CENTS (2,601.20)**, payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

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



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

ARTICLE 5

CHANGES IN SCOPE OF WORK

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

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

ARTICLE 6

INDEMNIFICATION

6.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

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

ARTICLE 7

INSURANCE



7.1 The CONTRACTOR 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.

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 his 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 VP" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 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.

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, 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.

7.6 REQUIRED INSURANCE



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 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.

7.6.2 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.

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



7.6.4 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.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein

7.7.2 Waiver of all Rights of Subrogation against the CITY

7.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY

7.7.4 CONTRACTORS' policies shall be Primary & Non-Contributory

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

7.9 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.

7.10 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 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

8.1 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 9

INDEPENDENT CONTRACTOR

9.1 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 10

UNCONTROLLABLE FORCES

10.1 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.

10.2 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 11
AGREEMENT SUBJECT TO FUNDING

11.1 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 12
VENUE

12.1 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 13
SIGNATORY AUTHORITY

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

ARTICLE 14
MERGER; AMENDMENT

14.1 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 15
DEFAULT OF CONTRACT & REMEDIES

15.1.1 **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.

15.1.2 **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.

15.1.3 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.

15.2 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:

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

15.2.2 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.

15.2.3. 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.

15.2.4. 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.

15.2.5. 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.

15.3 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.

15.3.1. 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.

15.3.2. 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.

15.3.3. 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 16

BANKRUPTCY

16.1 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 17

DISPUTE RESOLUTION

17.1 **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.

17.2 **Operations During Dispute.**



17.2.1 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.

17.2.2 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.

17.2.3 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 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, Fla. Stat., 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 in **Article 15**.

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 19
MISCELLANEOUS**

19.1 **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.

19.2 **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.

19.3 **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.

19.4 **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.

19.5 **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.

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

CITY	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923
Contractor	Brice Bennett Ceiling to Flooring Cleaning, Inc. P.O. Box 880 Fort Lauderdale, FL 33302 E-mail: info@ctfcleaning.com Telephone No: 954-662-2735 Facsimile No: 954-391-5088

19.7 **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.



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

19.9 **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.

19.10 **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.

19.11 **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.

19.12 **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.

19.13 **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.

19.14 **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.

19.15 **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.

19.16 **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.



19.17 **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.

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



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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:



MARLENE D. GRAHAM, CITY CLERK

1/30/18 By: 
CHARLES F. DODGE, CITY MANAGER



APPROVED AS TO FORM:


OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

CEILING TO FLOOR CLEANING, INC.

By: 
Name: 
Title: COO


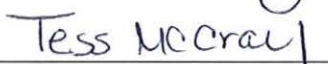
STATE OF Florida
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Brice R. Bennett as COO of **CEILING TO FLOOR CLEANING, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **CEILING TO FLOOR CLEANING, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9th day of January, 2018.



Tess McCray
Commission # GG169237
Expires: December 18, 2021
Bonded thru Aaron Notary


NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



Janitorial Services for Studio 18

Invitation for Bids # RE-17-02

General Information		
Project Cost Estimate	Not Applicable	Not Applicable
Contract Term	This contract shall be for an initial two year period with two additional two-year renewal terms.	See Section 1.11
Evaluation of Proposals	Staff	See Section 1.10
Mandatory Pre-Bid Meeting at Studio 18	10:00 a.m. on October 18, 2017 At 1101 Poinciana Drive Pembroke Pines 33025	See Section 1.12.1
Question Due Date	October 23, 2017	See Section 1.12
Proposals will be accepted until	2:00 p.m. on November 7, 2017	See Section 1.12
5% Proposal Security / Bid Bond	Not Applicable	Not Applicable
110% Payment and Performance Bonds	Not Applicable	Not Applicable

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



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ATTACHMENTS

Attachment A: Contact Information Form

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Attachment D: Sworn Statement on Public Entity Crimes Form

Attachment E: Local Vendor Preference Certification

Attachment F: Veteran Owned Small Business Preference Certification

Attachment G: Equal Benefits Certification Form

Attachment H: Proposer's Completed Qualification Statement

Attachment I: Sample Insurance Certificate

Attachment J: Specimen Contract/Agreement

Attachment K: References Form

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

Attachment M: Location Drawing



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

IFB # RE-17-02 Janitorial Services for Studio 18

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

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

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

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

Proposals will be accepted until 2:00 p.m., Tuesday, November 7, 2017. 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.

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to **provide janitorial services for Studio 18**, in accordance with the terms, conditions, and specifications contained in this solicitation, at the following location:

Studio 18
1101 Poinciana Drive
Pembroke Pines 33025



1.3 MATERIALS, EQUIPMENT AND SUPPLIES

- A) The Contractor shall submit and maintain a current list of all supplies and materials, including chemical material safety data sheets to the Contract Administrator for approval. It will be the responsibility of the contractor to provide all supplies, including towels, toilet paper, trash liners, and hand soap, to perform the required janitorial services. A limited storage area shall be provided for contractor to store necessary supplies and materials.
- B) The Contractor shall furnish and maintain all the necessary equipment and should submit as part of his bid a complete list of the equipment to be used. Bidder must, submit with their bid, evidence and/or references of satisfactory service rendered in the past two years similar to those specified herein.

1.3.1 Janitorial Supply List

Supply List		
Item Description	Packaging Qty.	*Yearly Qty.
Paper towels	16 Roll / CS	24
Small Garbage Bags	24 x 24 8 microns 200 / CS	12
Large Garbage Bags	43 x 48 16 microns 200 / CS	24
Hand soap	4 Gal / CS	12
Toilet Paper	96 Roll / CS	12

***Estimates**

1.4 SECURITY AND UNIFORMS

- A. The Contractor is responsible for obtaining employee background checks. All employees of the contractor, while working on City property, shall at all times be required to wear uniforms with exposed photo identification. In addition, when applicable, contractor and contractor's employees shall comply with the Jessica Lunsford Act. Any necessary background checks and photo identification requirements shall be made at the **contractor's expense**.
- B. The contractor's employee's uniforms will consist of distinctive neat appearing shirts, trousers and shoes of coordinated colors, acceptable to the City. Uniforms including color and (if provided) design shall be approved by the City at least 72 hours prior to contract award start date.
- C. Contractor will not use employees of any temporary (help-type) employee agency. Only actual bona fide contractor employees are to be used to perform these specifications unless otherwise approved in writing by the Director of Public Services.



- D. The contractor shall at all times enforce strict discipline and good order among his employees. No children, friends, or relatives, or any person not employed and assigned to subject sites are allowed on subject premises. Unauthorized use of City property is prohibited.
- E. All employees responsible to open and close shall be capable of operating fire and burglar alarm systems properly. **If alarms are not set properly, Contractor will be responsible for costs incurred.**
- F. Contractor will be responsible for securing keys for the facilities at least 24 hours in advance of contract start date. The successful bidders will pick up the necessary keys at the location(s) they have been awarded. Any labor and/or material cost for replacement keys, recoding of access keys/doors, and/or re-keying of locks as a result of the actions of the janitorial service provider (lost/misplaced keys, etc.) will be deducted from the monthly payments.

1.5 GENERAL SPECIFICATIONS

- A) The successful bidder and its employees will report hazardous conditions and items in need of repair including burned-out lights, leaky faucets, toilet stoppages, etc.
- B) 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.
- C) 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.
- D) 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.



- E) 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 Recreation Director.
- F) Employees must be able to speak basic conversational English.
- G) 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.
- H) City has provided maps for reference only. Contractor is responsible for all measurements of the facility.

1.6 TIME OF SERVICE

The chart below contains the timeframe in which the work is to be completed. Any changes or deviation shall be approved by the Recreation Director.

Location	Days	Hours	Observed Holidays
Studio 18 1101 Poinciana Drive Pembroke Pines 33025	Monday through Friday	5:30 PM - Start	New Year's Day Memorial Day Independence Day Thanksgiving Day Christmas Day
	Saturday	2:00 PM - Start	
**On reception nights (approximately every 4-6 weeks) Custodian would need to come in at 5 p.m. and clean before the reception and finish cleaning after reception at 9 p.m.			

1.7 SCOPE OF WORK

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

1.7.1 Work to be Performed Daily

- Clean interior and exterior of glass entrance
- Clean all studio glass doors, outside only (employees will not enter studio)
- Sweep and or wash off front entrance of building and remove cobwebs
- Sweep and or wash off Artists entrance (back door) of building (When necessary)
- Empty trash in all areas of facility (restrooms, manager's office, reception office, kitchen, classrooms, etc...) and replace all liners
- Dust all horizontal surfaces with microfiber cloths to prevent cross contamination (manager's office, reception office, lounge, classrooms, etc...)



- Vacuum, sweep and mop all hard surface floors and mats throughout facility
- Clean and sanitize all five (5) restrooms to include sinks, toilets, urinals, etc...
- Provide soap, hand towels, trash liners, etc...in restrooms
- Clean managers office (surfaces, floors and trash)
- Clean reception office (surfaces, floors and trash)
- Clean both classrooms (surfaces, floors and trash)
- Clean and disinfect all phones in offices, kitchen, etc...
- Clean lounge/kitchen (surfaces, floors and trash) and wipe down and sanitize all surfaces that come in contact with staff, food or food preparation.

1.7.2 Work to be Performed Weekly

- Clean water fountain with neutral disinfectant
- Clean and polish all metal , including doors and kick plates
- Dust and clean air vents
- De-scale toilets and urinals with non-acid bowl cleaner to remove mineral deposits, scale, scum, rust stains, etc...on the inside and outside of toilet bowls
- Dust/vacuum/wipe all baseboards and coverings
- Wipe clean all switch plates, door hardware and cabinets

1.7.3 Work to be Performed Bi Annually as Requested

- Scrub, buff and polish floors throughout facility
- Acid wash restroom floors in five (5) restrooms

1.8 Floor Care Standards (If applicable)

- 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) 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)

1.9 PROPOSAL REQUIREMENTS

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



1.9.1 Attachment A: Contact Information Form

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

1.9.2 Attachment B: Vendor Information Form and a W-9

- a. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. December 2014), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.

1.9.3 Attachment C: Non-Collusive Affidavit

1.9.4 Attachment D: Sworn Statement on Public Entity Crimes Form

1.9.5 Attachment E: Local Vendor Preference Certification

- a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
- b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.



- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.

1.9.6 Attachment F: Veteran Owned Small Business Preference Certification

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

1.9.7 Attachment G: Equal Benefits Certification Form

1.9.8 Attachment H: Proposer's Completed Qualification Statement

1.9.9 Attachment K: References Form

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

1.10 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the 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.

1.11 CONTRACT TERM

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



1.12 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	October 10, 2017
Mandatory Pre-Bid Meeting at Studio 18 1101 Poinciana Drive Pembroke Pines 33025	10:00 a.m. on October 18, 2017
Question Due Date	October 23, 2017
Anticipated Date of Issuance for the Addenda with Questions and Answers	October 26, 2017
Proposals will be accepted until	2:00 p.m. on November 7, 2017
Proposals will be opened at	2:30 p.m. on November 7, 2017
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD

1.12.1 Mandatory Pre-Bid Meeting

There will be a **MANDATORY SCHEDULED SITE VISIT** on Wednesday **October 18, 2017 at 10:00 am**. Site visit will begin at **Studio 18, 1101 Poinciana Drive Pembroke Pines 33025**.

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

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

1.13 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on November 7, 2017**.

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

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

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

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

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

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 fifteen (15) 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.

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.



2.1 REQUIRED INSURANCE

- A. COMMERCIAL GENERAL LIABILITY INSURANCE** including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000 (**mostly for construction or equipment sold to the CITY**)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

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

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

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

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

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

- C. AUTO LIABILITY INSURANCE** covering all owned, leased, hired, non-owned and employee non-owned 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 ISO pollution liability-broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

- D. 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 three (3) years after final payment of the contract. (Increase to 10 years for construction projects)
- E. ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- F. CRIME COVERAGE** when applicable, 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 the City's premises, a third-party fidelity coverage extension shall apply.
- G. SEXUAL ABUSE** may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

2.2 REQUIRED ENDORSEMENTS

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

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on



account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

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



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

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

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

3.2 CONFLICT OF INSTRUCTIONS

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

3.3 ADDENDA or ADDENDUM

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

3.4 INTERPRETATIONS AND QUESTIONS

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

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact 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, 10100 Pines Boulevard, Pembroke Pines, FL.

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

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

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

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

- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.



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

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

3.24 RESERVATIONS FOR REJECTION AND AWARD

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

3.25 BID PROTEST

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

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

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

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

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

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

3.27 DEFAULT PROVISION

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any



other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

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

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

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

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

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

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

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

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

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

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

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “RFP # RE-17-02” dated **October 18, 2017** titled “**RE-17-02 Janitorial Services for Studio 18**” 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

Are all costs, including consumable supplies included in pricing? Yes

Studio 18					
1101 Poinciana Drive					
Pembroke Pines 33025					
Item #	Scope of Work: Section	Daily	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work: Section #L 7.1	Daily	BidSync	364	
Total Cost for This Area					
Item #	Scope of Work: Section	Weekly	Unit Cost	QTY	Total Annual Cost
2	As per Scope of Work: Section #L 7.2	Weekly	BidSync	52	
Total Cost for This Area					
Item #	Scope of Work: Section	Bi Annually	Unit Cost	QTY	Total Annual Cost
3	As per Scope of Work: Section #L 7.3	Bi Annually	BidSync	2	
Total Cost for This Area					
FOR FUTURE ADDITIONAL REQUIREMENTS					
Item #	Floor Care Standards: (If applicable)	Per Request	Total Cost	QTY	
4	As per Scope of Work: Section #L 8	Cost Per S/F	BidSync	1	



(OFFICE USE ONLY) Vendor number:

Please complete this vendor information form entirely along with the
IRS Form W-9, scan and upload it to the www.bidsync.com

Vendor Information Form

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

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

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

Federal ID Number:
Social Security No.:

Name of Applicant / Signature _____

Title of Applicant _____ **Date** _____

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

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

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



NON-COLLUSIVE AFFIDAVIT

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature

Title

Name of Company



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

1. This sworn statement is submitted _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
2. My name is _____ and my _____
(Please print name of individual signing)
relationship to the entity named above is _____.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

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.)**

Bidder's Name/Signature	Company	Date
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LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.

In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.

In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.

In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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

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

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

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

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.
- 5. Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.

6. Spouse means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.

7. Traditional marriage means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- A.** Contractor currently complies with the requirements of this section; or
- B.** Contractor will comply with the conditions of this section at the time of contract award; or
- C.** Contractor will not comply with the conditions of this section at the time of contract award: or
- D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):

1. The Contractor does not provide benefits to employees' spouses in traditional marriages;

2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;

3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME:

AUTHORIZED OFFICER NAME / SIGNATURE:



PROPOSER'S QUALIFICATIONS STATEMENT

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

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title:

Contact Person's E-mail Address:

PROPOSER'S Telephone and Fax Number:

PROPOSER'S License Number:

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

PROPOSER'S Federal Identification Number:

Number of years your organization has been in business

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

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

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

The business is a: Sole Proprietorship Partnership Corporation

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

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

At what address was that business located?

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

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

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

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

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

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

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

Describe the firm's local experience/nature of service with contracts of similar size and complexity, 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

YOUR COMPANY NAME HERE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Companies providing coverage**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/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	<div style="border: 1px solid black; padding: 10px; text-align: center;"> Must Include General Liability </div>			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				<div style="border: 1px solid black; padding: 10px; text-align: center;"> SAMPLE CERTIFICATE </div>								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$									
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines FL 33026

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

MAIL 30 DAYS WRITTEN
 LEFT.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE



CONTRACTUAL SERVICES AGREEMENT

THIS IS AN 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», authorized to do business in the State of Florida, 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."

WITNESSETH:

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

ARTICLE 1 **PREAMBLE**

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

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

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

ARTICLE 5

CHANGES IN SCOPE OF WORK

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

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

ARTICLE 6

PERFORMANCE BOND

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

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

ARTICLE 7

INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims,



demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

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

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

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

ARTICLE 8 **INSURANCE**

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

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

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



strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

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

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

8.6 REQUIRED INSURANCE

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

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

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

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

8.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and



his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

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

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

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

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

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

8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS

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

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



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

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

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 10

INDEPENDENT CONTRACTOR

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



business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11

UNCONTROLLABLE FORCES

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

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

ARTICLE 12

AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 13

VENUE

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

ARTICLE 14

SIGNATORY AUTHORITY

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

ARTICLE 15



MERGER; AMENDMENT

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

ARTICLE 16 **DEFAULT OF CONTRACT & REMEDIES**

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

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

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

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

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

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

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure



shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

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

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

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

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

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

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



ARTICLE 17

BANKRUPTCY

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

ARTICLE 18

DISPUTE RESOLUTION

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

18.2 Operations During Dispute.

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

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

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

ARTICLE 19

PUBLIC RECORDS

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



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

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

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

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

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

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

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

**ARTICLE 20
MISCELLANEOUS**

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



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

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

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

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

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

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

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



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

Contractor «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.**

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

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

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name:

Title:

E-Mail Address:

Telephone:

Fax:

Project Information:

Name and location of the project:

Nature of the firm’s responsibility on the project:

Project duration:

Completion (Anticipated) Date:

Size of project:

Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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City/State/Zip:

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E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm’s responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:



City of Pembroke Pines

Mandatory Pre-Bid/Site Visit Confirmation Form

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

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

_____ PERSONALLY came and appeared
(Contractor's Company)

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

_____ day of _____, 20_____ as required by:

Solicitation #: _____

Solicitation Title: _____

(Contractor Representative's Printed Name)

(City Representative's Printed Name)

(Contractor Representative's Signature)

(City Representative's Signature)

(Contractor's Company)

(City Representative's Department)

(Contractor's Phone Number)

(City Representative's Phone Number)

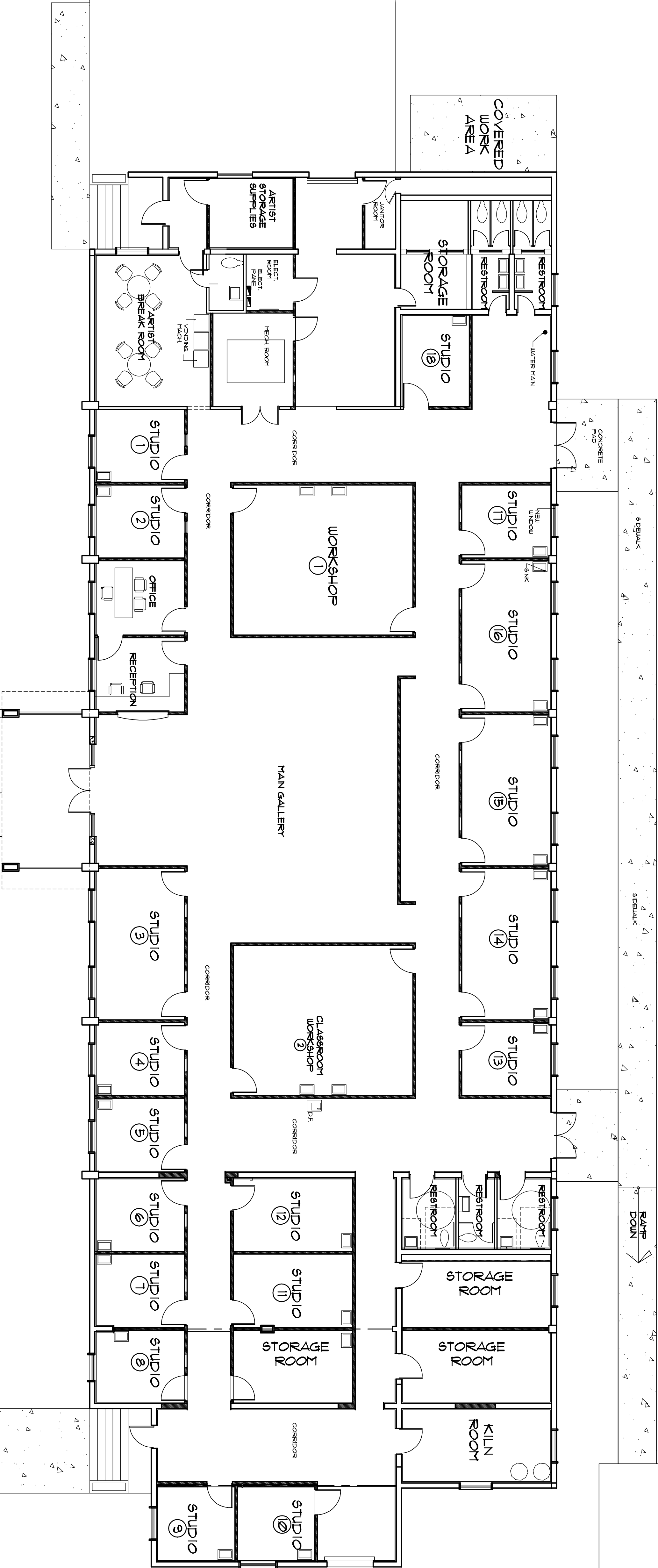
(Date)

(Date)

The City requires all questions on the " the BidSync website. Such request must be received by the "Question Due Date," questions received after the "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

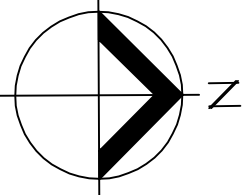
STUDIO 18 IN THE PINES

- P-5
- P-4
- P-3
- P-2
- P-1



FLOOR PLAN

SCALE: 1/8" = 1'-0"



Project:
ART COLONY BUILDING

1101 PONCIANA DRIVE
PEMBROKE PINES, FL 33026





Date	APRIL 2009
Commission	
Revisions	
Sheet	
of	

[Vendor view of bid](#)

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

Bid #RE-17-02 - Janitorial Services For Studio 18   

Time Left	Bid has ended.		
Bid Started	Oct 11, 2017 8:01:14 AM EDT	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Nov 7, 2017 2:00:00 PM EST	# of suppliers that viewed	116  (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	Questions & Answers Questions: 5 Q&A Deadline: Oct 23, 2017 8:30:00 PM EDT
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Pre-Bid Conference(s)	<p>Oct 18, 2017 10:00:00 AM EDT</p> <p>Attendance is mandatory</p> <p>Location: There will be a MANDATORY SCHEDULED SITE VISIT on Wednesday October 18, 2017 at 10:00 am. Site visit will begin at Studio 18, 1101 Poinciana Drive Pembroke Pines 33025.</p> <p>The purpose of the meeting is to allow prospective bidders the ability to inspect and measure areas along with providing the vendors the opportunity to verify supplies and dispensers currently being used.</p> <p>Please make sure to have the Mandatory Site Visit Confirmation Form signed by both you and the respective City Representative at the time of your visit. Completed form will need to be submitted as part of your proposal.</p> <p>Transcript Attendance</p>		
Copy Bid	Click here to copy the bid and relist it as a new bid		
View Rules	Click here to change the rules for this bid.		
Bid Packet	 Packet for Bid RE-17-02 (download)		
Best and Final Offer:	Create		

Approval

View Approval Flow [View Approval Flow](#)

Approval Status Approved

Bid Comments

Contract Duration	2 years
Contract Renewal	2 annual renewals
Prices Good for	90 days
Budgeted Amount	\$0.00 (change)
Standard Disclaimer	Bids/proposals must be submitted electronically

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

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

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



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
















Bid Comments

The City of Pembroke Pines is seeking proposals from qualified firms to **provide janitorial services for Studio 18** .:

Studio 18
1101 Poinciana Drive
Pembroke Pines 33025

Documents

Select All | Select None | Download Selected

- | | |
|---|---|
| <input type="checkbox"/> 1.  RE-17-02 Janitorial Services for Studio 18.pdf [download] | <input type="checkbox"/> 2.  Attachment A Contact information.docx [download] |
| <input type="checkbox"/> 3.  Attachment B - Vendor Information Form and a W-9.pdf [download] | <input type="checkbox"/> 4.  Attachment C - Non-Collusive Affidavit [download] |
| <input type="checkbox"/> 5.  Attachment D - Sworn Statement on Public Entity Crimes [download] | <input type="checkbox"/> 6.  Attachment E - Local Vendor Preference Certification [download] |
| <input type="checkbox"/> 7.  Attachment F - Veteran Owned Small Business (VOSB) Preference Certification [download] | <input type="checkbox"/> 8.  Attachment G - Equal Benefits Certification Form [download] |
| <input type="checkbox"/> 9.  Attachment H - Proposers Qualifications Statement [download] | <input type="checkbox"/> 10.  Attachment I - Sample Insurance Certificate.pdf [download] |
| <input type="checkbox"/> 11.  Attachment I - Specimen Contract Contractual Services Agreement Rev. 2017-04-07.pdf [download] | <input type="checkbox"/> 12.  Attachment K - References Form [download] |
| <input type="checkbox"/> 13.  Attachment L - Mandatory Pre-Bid - Site Visit Confirmation Form 2017-03-06.pdf [download] | <input type="checkbox"/> 14.  Attachment M - Location Drawing.pdf [download] |
| <input type="checkbox"/> 15.  RE-17-02 - Mandatory Pre-Bid Attendance Sheet - 10.18.2017.pdf [download] | |

 = Included in Bid Packet  = Excluded from Bid Packet

Items

Item	Title	Offers	
RE-17-02--01-01	As per Scope of Work Section #1.7.1	Y	Info
RE-17-02--01-02	As per Scope of Work Section #1.7.2	Y	Info
RE-17-02--01-03	As per Scope of Work Section #1.7.3	Y	Info
RE-17-02--01-04	As per Scope of Work Section #1.8	Y	Info

Change Made On Oct 19, 2017 3:27:54 PM EDT

New Documents RE-17-02 - Mandatory Pre-Bid Attendance Sheet - 10.18.2017.pdf

Contractor Advertisements

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There are no advertisements on this solicitation.



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Question and Answers for Bid #RE-17-02 - Janitorial Services for Studio 18

Create New Question

Question Deadline: Oct 23, 2017 8:30:00 PM EDT

Overall Bid Questions

Question 1

- Who is the incumbent on this project?
- What was the contract price including all option years?
- Will there be a site map available? (Submitted: Oct 16, 2017 10:58:55 AM EDT)

Answer

[edit](#) 

- 1. Safeguard Services
- 2. \$2,643.64 per month
- 3. See Attachment M - Location Drawing in the bid package(BidSync). (Answered: Oct 30, 2017 1:18:31 PM EDT)

Add to Answer:

Question 2

who is the current contractor and what was the amount contracted before? (Submitted: Oct 17, 2017 7:22:10 PM EDT)

Answer

[edit](#) 

- Safeguard Services, \$2,643.64 per month. Previously, janitorial services were in-house, employees (custodial staff cleaned building) (Answered: Oct 30, 2017 1:18:31 PM EDT)

Add to Answer:

Question 3

What is the surety bond limits needed for this bid?
How many employees were used by the previous company at this facility?
How many hours did employee spend cleaning this facility? (Submitted: Oct 22, 2017 9:05:57 AM EDT)

Answer

[edit](#) 

- 1. Bond(S) not applicable for this bid.
- 2. one (1).
- 3. Four (4) (Answered: Oct 30, 2017 1:18:31 PM EDT)

Add to Answer:

Question 4

What are the bonding requirements for this project? (Submitted: Oct 23, 2017 2:32:21 PM EDT)

[edit](#) 

Answer

- 1. Bond(S) not applicable for this bid. (Answered: Oct 30, 2017 1:18:31 PM EDT)

Add to Answer:

Question 5

I have never bid by square ft. Can you explain how that works.

If the building is 500 sq. ft. and I charge \$1/sq ft which will total \$500. How do I charge the \$500? Is that monthly, weekly or yearly? (Submitted: Oct 23, 2017 2:54:59 PM EDT)

[edit](#) 

Answer

- 1. Please note: Pricing is not required for Section 1.8 Floor Care Standards (If applicable). The purpose of obtaining SQ. FT. pricing was due to possibly changing the current flooring, but the Department does not foresee this change in the near future. (Answered: Oct 30, 2017 1:18:31 PM EDT)

Add to Answer:

Submit

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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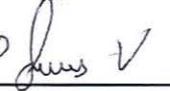

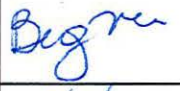

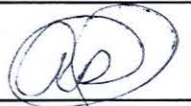



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PRE-BID ATTENDANCE SHEET

Date: Wednesday, October 18, 2017 at 10:00 am

Proposal/Bid #: IFB #RE-17-02 "Janitorial Services for Studio 18"

Company Name	Address	Representative Name	E-Mail	Phone Number	Signature
Clean Business USA	7820 Peters Rd #E-105 Plantation, FL 33024	DAVE Winfield	DAVE.WINFIELD@CORP- CLEAN.USA.COM	954-709-2129	
NATIONAL Cleaning Contractors USA, INC.	114182 SW 38TH Lane Miami, FL 33175	Rangel Paredes	NE SUPERVISOR@ YAHOO.COM	305-263-9265	
Able Business Services, Inc.	1234 NW 79th St. Miami, FL 33147	Alicia Tucker	alicia@ ablebusinessservices.com	305- 901-9449	
Admire Cleaning Service	7000 SW 16 ST Pembroke P. FL 33023	MAX	admire@admire cleaningcorp.com	954-214- 4037	
SPRIGG Services	PCMBROKER FL 911 POINCIANA DRIVE	LUIS MARGAS	www.SPRIGGservices.com	954 9634900	
TRUPO Cleaning	3200 Summit Blvd Unit 18022 West Palm Beach FL 33416	Kenia Brown	info@truprocleaning. com	561 616 0935	
Gold Maintenance and Cleaning	2700 NW 44th ST APT 810	Begonia Moreno	goldmaintenance andcleaning@ gmail.com	954-496- 3377	
Open Works	7525 NW 12th Doral FL 33126	Nicholas Mohammadpour	nicholas.mohammadpour@ openworks.com	954-260- 8560	
Ceiling To Floor Cleaning	400 N.W. 7th AVE. #880 FT. LAUD., FL 33302	Aisha Styles	Info@CTFCleaning.com	(954) 6602-2735	
SAE Services	2141 SW 1st Street #110 Miami	Ynarel Llanes	ynarrolllanes@ gmail.com	786-28630 92	
First Choice Cleaning	1700 NW 2nd Av Boca Raton	Pomier Ortiz	aortiza@firstchoice cleaningcontractors.com	954 8183200	
Hospitality Staffing Solutions	2740 EAST OAKLAND VANK BLVD Suite 100 Fort Lauderdale FL	Rudy Cancinos	rudy@ RCANCINOS@HSSSTAFFING.com	954-800-8503	

PRE-BID ATTENDANCE SHEET

Date: Wednesday, October 18, 2017 at 10:00 am

Proposal/Bid #: IFB #RE-17-02 "Janitorial Services for Studio 18"

Company Name	Address	Representative Name	E-Mail	Phone Number	Signature
Evergreen Cleaning Svc	5430 Flagler St Hollywood, FL 33021	Octavia Mills	evergreen Cleaning Service@hotmail.com	954 559-6385	Octavia Mills
Admire Cleaning Service	Pembroke Pine	Max Hernandez	maxherna@yahoo.com	19542146039	Max Hernandez
Omega Maintenance	Coral Springs	Craig Coote Dottyched@gmail.com	Omega.craigc@gmail.com Dottyched@gmail.com	754-366-9588 352-708-3316	Craig Coote
A1 Extreme Cleaning LLC	692 Orista Dr Davenport, FL 33897	Angeleta Harrison	Ph: 888.544.6666 a1extremecleaningservices@gmail.com	(407) 506-7935 863-353-6564	Angeleta Harrison
JOLIVZ Enterprises	20515 NE #1448 Country Club Dr. Aventura, FL	Julio Oliva	Jroliva@Joliva Trucking.com	908-872 6342	Julio Oliva
Image Companies	814 14th Street Lake Park	Angel Rosado	arosado@imagecompanies.com	561-844 8778	Angel Rosado
DELTA PROPERTY MAINTENANCE SERVICES	5865 S.W. 23RD ST WEST PARK, FL	JEAN LABOSSIERE	jean labossiere@yahoo.com	(407) 556 7083	Jean Labossiere
CAPITAL CONTRACTORS	2420 UNIVERSITY DR. Coral Springs	JASON FITZPATRICK	JFITZPATRICK@CAPITALCONTRACTORS.COM	954-558-0529	Jason Fitzpatrick
Er Multiservices INC.	620 VAN BUREN ST. Hollywood.	Rodolfo Murillo	Rodolfo@Erhospitality.net	786-382 1013	Rodolfo Murillo
CHI-ADA CORPORATION	2750 W. Oakland Park Blvd suite B, Oakland Park 33311	Georges Idani	IDANI@CHIADACORPORATION.COM	9547775177	Georges Idani
JANI KING/Exude	4000 Hollywood Blvd Hollywood, FL	JOE ROBERTA TAVIA LEE	JROBERTA@janiking.com	954-685-7659	Joe Roberta Tavia Lee
Image Companies	814 14th ST Lake Park, FL 33403	Paul Saavedra	psaavedra@imagecompanies.com	561-844 8778	Paul Saavedra

PRE-BID ATTENDANCE SHEET

Date: Wednesday, October 18, 2017 at 10:00 am

Proposal/Bid #: IFB #RE-17-02 "Janitorial Services for Studio 18"

[illegible]

Ceiling To Floor Cleaning, Inc.

Bid Contact **Brice Bennett**
info@ctfcleaning.com
Ph 954-662-2735
Fax 954-391-5088

Address **P.O. Box 880**
Fort Lauderdale, FL 33302

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
RE-17-02--01-01	As per Scope of Work Section #1.7.1	Supplier Product Code:	First Offer - \$65.00	364 / day	\$23,660.00	Y	Y
RE-17-02--01-02	As per Scope of Work Section #1.7.2	Supplier Product Code:	First Offer - \$26.00	52 / week	\$1,352.00		Y
RE-17-02--01-03	As per Scope of Work Section #1.7.3	Supplier Product Code:	First Offer - \$500.00	2 / semi annual	\$1,000.00		Y
RE-17-02--01-04	As per Scope of Work Section #1.8	Supplier Product Code:	First Offer - \$0.08	1 / square foot	\$0.08		Y
					Supplier Total	\$26,012.08	

Ceiling To Floor Cleaning, Inc.

Item: **As per Scope of Work Section #1.7.1**

Attachments

City of Pembroke Pines-Studio 18-ITBRE-17-02.doc

Studio 18-Required Documents.PDF



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Benefit package prepared for:



The City of Pembroke Pines
Purchasing Division
8300 South Palm Drive
Pembroke Pines, FL 33025

IFB#RE-17-02 Janitorial Services for Studio 18 1101 Poinciana Drive Pembroke Pines, FL 33025

Ceiling To Floor Cleaning, Inc.
400 N.W. 7th Avenue, #880
Fort Lauderdale, FL 33302

Contact: Aisha Styles, Chief Executive Officer
Email: Info@ctfcleaning.com
Office: 954-662-2735
Fax: 954-391-5088

IFB#RE-17-02






















Quality Cleaning From Top To Bottom

City of Pembroke Pines
IFB#RE-17-02-Janitorial Services for Studio 18

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CLEANING
Quality Cleaning From Top To Bottom

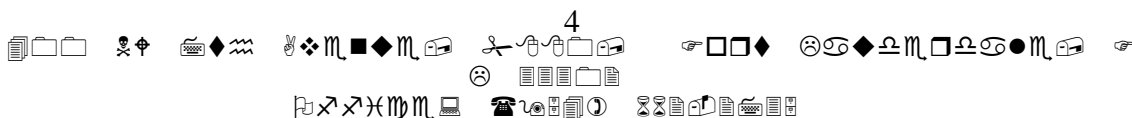























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Executive Summary

Ceiling To Floor Cleaning, Inc. believes in safety and has proof of General Liability Insurance, Worker's Compensation, Automobile Liability Insurance and Fidelity Bonding. In addition, all of our employees undergo a comprehensive screening process that includes a Criminal Background Screening and Driver License Verifications.




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CLEANING
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```
graph TD; A[Aisha Styles  
President/CEO] --> B[Brice Bennett  
Vice President/COO]; A --> C[Brian Bennett  
Senior Director of Operations/Q.A.]; A --> D[Field Supervisors  
Avis Jones  
Calvin Rogers  
Shatoya Nelson  
Nathaniel Spikes]; A --> E[Finance Manager]; A --> F[Human Resources  
Denise Edwards]; A --> G[Supply/Inventory Controller  
Travis Wynn]; A --> H[Cleaning Technicians  
Staff];
```

Aisha Styles
President/CEO

Brice Bennett
Vice President/COO

Brian Bennett
Senior Director of Operations/Q.A.

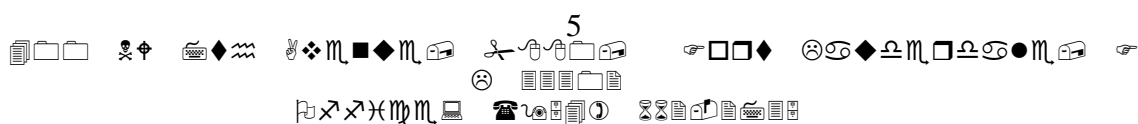
Field Supervisors
Avis Jones
Calvin Rogers
Shatoya Nelson
Nathaniel Spikes

Finance Manager

Human Resources
Denise Edwards

Supply/Inventory Controller
Travis Wynn

Cleaning Technicians
Staff




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On behalf of Ceiling To Floor Cleaning, Inc., the following qualified individuals are authorized to represent the company as they will have direct involvement in providing janitorial cleaning services to **Studio 18** within the City of Pembroke Pines.



IFB#RE-17-02



Quality Cleaning From Top To Bottom

President/CEO

Key Management Qualifications

Ceiling To Floor Cleaning, Inc. has been fortunate in its' ability to develop an impressive management team. Our corporate management team will personally guarantee that your goals are met in a timely and professional manner. Below is a brief biography of the company's key management personnel:

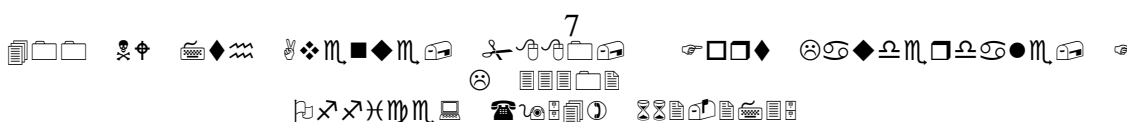
Aisha Styles-President/CEO

As President /CEO of Ceiling To Floor Cleaning, Inc., Aisha Styles has over 15 years of experience in Executive Management. She received her BSBA from the University of Phoenix in 2006 and is in the process of completing the course-work for her MBA with a concentration in Project Management. Over the years she has held positions with Fortune 500 companies ranging from Operations Manager to Regional Business Manager and now Chief Executive Officer of Ceiling To Floor Cleaning, Inc. Aisha develops formal bid qualifying proposals and submittal materials for purchasing committees and delivers shortlist presentations. She is instrumental in directing program developmental strategies, implementing employee enrichment and training programs, and establishing policies and objectives where our contracts are concerned. Aisha also generates marketing materials and monitors and advises on customer satisfaction benchmarks. With her versatile background in the healthcare Industry, Aisha has also proven to be instrumental in ensuring that Ceiling To Floor Cleaning, Inc. adheres to OSHA standards, medical Bio-hazard Regulations and HIPPA Compliance.

Brice Bennett- Vice President/COO

Brice Bennett is the Vice President and Chief Operations Officer of Ceiling To Floor Cleaning, Inc. He works tirelessly each day to ensure the operational success of this organization. Brice continuously researches the benefits of utilizing the most efficient equipment and supplies. He has over 20 years of experience in a service dominated industry inclusive of; 10 years of Automated and Tactical Logistics experience, as well as 15 years of experience in Purchasing/Procurement, Supply Management and Operations Supervision. All of his experience has made him very successful in the cleaning and floor care industry. He is also the President/CEO of Brice Bennett Trucking where he regionally sub-contracts the transportation needs of entities as large as the United States Postal Service (USPS), Home Depot and the Florida East Coast Railway (FEC).

Brice, one of our countries honorable veterans, served 10 years in the Army Branch of the United States Military; 6 years of which were ranked as Sergeant. Brice served our country in






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Experience/Qualifications of Firm


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Inspection Procedures & Quality assurance

Our Quality Control Program utilizes a defined structure, clear responsibilities, a formal schedule, appropriate analytical procedures, strong documentation requirements and required corrective action plans (if necessary).

One of the key features of the proposed cleaning program at Ceiling To Floor Cleaning, Inc. is the maintenance of supervisory and management reports. This ensures proper care of tools, equipment and material. All of our cleaning staff are trained in the maintenance of tools and equipment during our training sessions.

The City of Pembroke Pines will benefit from multiple levels of quality assurance, including:

- Weekly inspections by the Site-Supervisor
- Regular inspections by the Project Manager
- Periodic reviews by the Operations Director

In addition, our process incorporates several controls, measures and a reporting system to ensure scheduled maintenance is performed on a regular basis.

Ceiling To Floor Cleaning, Inc. believes good communication is the heart of any quality assurance program. As such, representatives of the City of Pembroke Pines will have 24/7 access via cell phone to all team members placed on this project. Effective flow of communication between facility management, janitorial staff and building occupants will facilitate ongoing improvements, resolve recurring complaints and ultimately result in a safer work environment.

Supervision

Ceiling To Floor Cleaning, Inc. shall provide a supervisor to direct the work being performed by his/her employees and to ensure that all requirements of the contract are being carried out. The responsible supervisor shall have authority to act as an agent for Ceiling To Floor Cleaning, Inc.

IFB#RE-17-02



Quality Cleaning From Top To Bottom

Emergency/Security Protocol

In the event of an emergency, a communication follow-up log is maintained describing the situation in question and the follow-up that transpired. Ceiling To Floor Cleaning, Inc. nightly and/or weekly checklist provides accountability to insure the buildings are properly locked/secured upon completion of duties.

Key Control Policy & Procedure

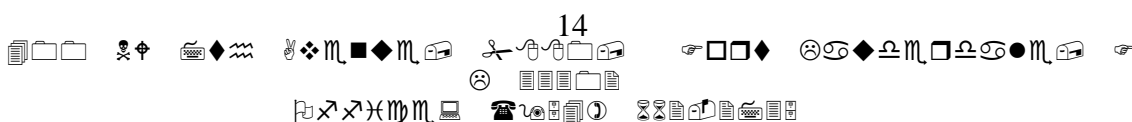
Due to the fact that Ceiling To Floor Cleaning, Inc. understands the importance of safety and security in each location we service, we've implemented a policy to ensure proper distribution and handling of all keys for the locations we service. Access to locked facilities and areas required for the performance of an employee's assigned tasks will be provided through the issuance of an appropriate key/key card for entry into authorized area(s). Keys to buildings, offices, and other facilities will only be issued to an employee upon proper clearance through all necessary background checks. Any person who knowingly makes, duplicates, possesses or uses access controlled keys for the entry to any areas without appropriate authorization will be subject disciplinary action by Ceiling To Floor Cleaning, Inc.

Individuals to whom keys/key cards are issued must sign the key request form when they pick up their key/key card acknowledging receipt and agreeing to assume full responsibility for the security and proper use of keys issued to them. Upon receiving keys or a keys card, the recipient must also agree to the following:

- agree not to lend or otherwise permit key(s) to be used by any other person.
- agree not to duplicate or alter the key(s) and will not allow others to do so.
- agree to report the loss or theft of keys(s) immediately to supervisor or management.
- agree to return issued key(s) that are no longer needed to supervisor or management.
- agree to return issued key(s) to supervisor upon termination of employment and obtain a clearance form indicating all keys have been returned.
- agree to hand deliver key(s) being returned and will not send key(s) through mail.
- agree to ensure the door(s) to an assigned work area are properly locked or otherwise secured when leaving the area of at the conclusion of work.

Uniforms and Identification

Employee appearance is a direct reflection of the quality of service we will provide the City of Pembroke Pines. Therefore, it is vital to portray the appropriate image at all times. With your final approval in mind, we recommend the below uniform standard is used:



14



IFB#RE-17-02



Photo ID Badges are also issued to our employees for proof of identification and security purposes. See a sample shown below:

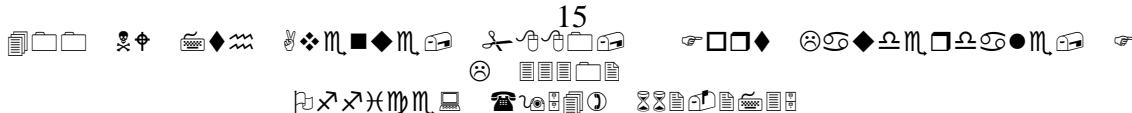


E-Verify



Ceiling To Floor Cleaning, Inc. participates in the E-Verify System operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA). This Internet based system is used to verify the employment eligibility of all new hires. According to the U.S. Citizenship and Immigration Services (USCIS), E-Verify is the best means available for employers to electronically verify the employment eligibility of their newly-hired employees.

Once Ceiling To Floor Cleaning, Inc. hires a new employee, we enter the individual's I-9 information into the E-Verify online portal. The E-Verify System, based on records from the Department of Homeland Security (DHS) in partnership with the Social Security



IFB#RE-17-02**Quality Cleaning From Top To Bottom**

Administration (SSA), notifies us regarding the individual's employment eligibility. If E-Verify determines that there is an issue, the employee must resolve the issue according to a specific process and timetable.

Key benefits of using the E-Verify System include:

- Helping employers maintain a legal workforce
- Virtually eliminating Social Security mismatch errors
- Improving the accuracy of wage and tax reporting

Background Checks

Ceiling To Floor Cleaning, Inc. will conduct mandatory background checks at levels determined by the City of Pembroke Pines officials.

Drug-Free Workplace

Ceiling To Floor Cleaning, Inc. has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a treat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, Ceiling To Floor Cleaning, Inc. is committed to the elimination of alcohol and/or drug use and abuse in the workplace in accordance with Florida Statute 287.087.

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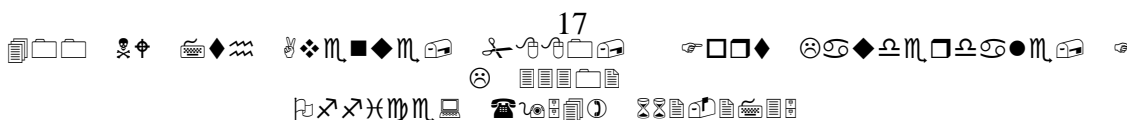
Full Range of Services

Ceiling To Floor Cleaning, Inc. understands the importance of professional appearance and cleanliness. When you contract with Ceiling To Floor Cleaning, Inc., you will see a dramatic difference in the appearance of your sites from the first day of service. Consistent satisfaction is the reason for our success and that consistency serves as the foundation for our company.

First, we meet with you to discuss your cleaning preferences and expectations. We will; then custom-tailor an affordable cleaning program based on your input to satisfy your specific requirements.

Our professional staff uses the latest state-of-the-art equipment and is trained to provide any and all of the following services at your request:

- ❖ Special Event Cleaning Services
- ❖ Parking Lot Cleaning/Maintenance
- ❖ Debris/Trash Removal
- ❖ Exterior Pressure Washing
- ❖ Commercial Parking Garages/Parking Lots Cleaning Services
- ❖ Carpet Cleaning/Spotting
- ❖ General/Specialized Office Cleaning
- ❖ Restroom Sanitizing
- ❖ Wash and Sanitize Waste Receptacles
- ❖ Emergency Cleaning (Floods & Water Damages)



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- ❖ Glass /Window Cleaning
- ❖ Floor Care: Tile/Grout Cleaning and Floor Stripping & Refinishing
- ❖ Wood Floor/Wood Laminate Care
- ❖ Supply/Inventory Management
- ❖ Security Lock-up

WORKING TOOLS/EQUIPMENT

The following is a list of the working tools and equipment provided, depending upon the type of service rendered:

Color-Coded Microfiber Cleaning System

Kaivac No Touch System**DVAC One-Pass System****Auto Scrubbers**

Backpack Blowers

Safety Vests

Squeegees

Vacuum Cleaners

Floor Dressings

Dust Cloth

Microfiber Mops

Carpet Cleaning Machines

Floor Refinishing Machines

Tile & Grout Machines

Commercial Brooms

Waxes

Trash Grabbers

Wiping Cloths

Wet Mops

Floor Machines

Green Machine Street Sweeper

Dust Mops

Rubbermaid Pulse System

Rubbermaid Hygiene System**RotoVac 360 Machine**

Hand-held Blowers

Carpet Sweepers

Disinfectants/Sanitizers

Metal Polish

Gloves/Goggles/P.P.E.**3M Twist-N-Fill System**

Shown below are snapshots of some of the essential equipment used by Ceiling To Floor Cleaning, Inc. in our routine janitorial/event cleaning services.


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Rubbermaid HYGEN System



RotoVac 360XL Carpet Cleaner

Project Management/Plan




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- ✓ Employee Accountability
- ✓ Adaptable to change/ability to comply with changes
- ✓ Exceptional standards in safety
- ✓ Management Services
 - Efficient event clean-up planning/organizing/controlling
 - Initiative Taking & Independent Judgment
 - Effective Communication

City of Pembroke Pines (Studio 18)-Project Plan

Days of the Week	Monday-Saturday
Hours of Operation	After 5:30pm (after 2:00pm on Saturdays)
Number of Staff Members	1 employee
Major Equipment (available if appl.)	Pro-Team HEPPA Filtration Vacuums Red Max Backpack Blowers (Walkway Cleanings) Rubbermaid DVAC Kaivac No Touch Cleaning System Rubbermaid Hygiene Clean Water System Rubbermaid Pulse Mopping System

Method of Operation:

We will spend the first 30 days meeting regularly with **Studio 18** staff and City of Pembroke Pines officials ensuring standardization methods are in place to exercise a smooth and orderly new vendor/new facility transition. In addition, our experience will allow us to implement the following transitional approach:

- The assignment of a site supervisor and most appropriate and knowledgeable staff to support and effectively implement all start-up functions and cleaning assignments.
- Schedule pre-start meetings with designated facility liaisons of **Studio 18** and City of Pembroke Pines liaisons to ensure all concerns are proactively addressed and processes are initiated.



- Maintain close communications with pertinent personnel regarding all transition efforts. Ensuring those individuals have access to telephone numbers and email addresses of Ceiling To Floor Cleaning, Inc.'s staff members.
- Implement our cleaning checklists to include the development of employee schedules, assigned cleaning tasks, equipment set-up, quality control measures and safety/security procedures.
- Ensure said checklists and schedules are posted in appropriate areas of facility.
- Conduct site orientations between Ceiling To Floor Cleaning, Inc. supervisors and cleaning staff to clearly address the efficiency/ full details of the scope of services (one-on-one on-site training and expectations).
- Conduct inspections of progress and receive feedback from the City of Pembroke Pines to access initial success and/or address areas of further focus.
- Conduct ongoing-periodic inspections of progress and receive feedback from the City of Pembroke Pines to access continued success and/or address areas of further focus.

References/Experience




CEILING to FLOOR
CLEANING
Quality Cleaning From Top To Bottom

IFB#RE-17-02



Quality Cleaning From Top To Bottom

Email: jdavis@fortlauderdale.gov

Scope: Provide parking garage and parking lot cleaning services 7 days per week to various Fort Lauderdale locations (i.e. City Parking Garage (CPG), Performing Arts Parking Garage, Fort Lauderdale Beach Parking Lot, Intracoastal Parking Lots, etc.). We ensure all trash, debris, litter, etc, is cleaned 7 days per week.

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

(2nd renewal term eff. 10/1/2017)

Contact: Laurie Van Fossen, Special Projects Coordinator
 (561) 748-2766
 Email: lauriev@jupiter.fl.us

Scope: Provide full day-porter janitorial cleaning services to this (60,000 sq. ft.) facility 5 days per week in the areas of daily general office cleaning, stripping and waxing quarterly, quarterly tile & grout cleaning, monthly floor maintenance, carpet cleaning, restroom sanitizing, etc. We also provide special event cleaning services to the Community Center of the Town of Jupiter.

References (cont.)

City of Hollywood (Parks and Recreation Department)
1405 South 28th Avenue
Hollywood, FL 33022

(Current Contract/amount varies based on events)

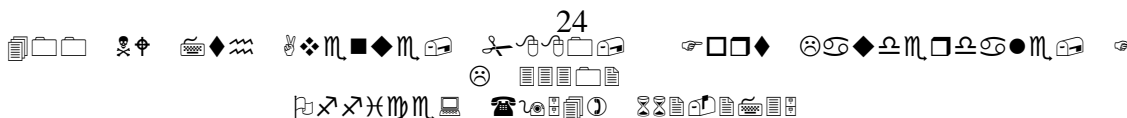
Contact: Daniel Mell, Recreation Coordinator
 (954) 921-3501
 Email: dmell@hollywoodfl.org

Scope: Provide full special event cleaning services to all areas of Arts Park @Young Circle during and post special events such as the Food and Wine Festival, Colors of the Caribbean Festival and the Caribbean "Chill" Festival. We service all areas of these special events to include restroom cleaning & disinfecting, event grounds cleaning of all trash/debris/litter, sidewalk perimeter and building perimeter blowing, trash pick-up and debris removal, proper trash and recycling disposal, tree branch and weed cleaning, etc.

Griffin Gardens Building-Broward County Housing Authority
4881 Griffin Road
Davie, FL 33314

(2nd renewal term eff. 9/1/2017)

Contact: Lance Brown, Property Manager



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Quality Cleaning From Top To Bottom

(954) 325-3661

Email: lbrown@bchafl.org

Scope: Provide after-hours full janitorial cleaning services to this (75,000+ sq. ft.) facility 5 days per week in the areas of daily general office cleaning, stripping and waxing quarterly, quarterly tile & grout cleaning, monthly floor maintenance, monthly pressure washing, restroom sanitizing, etc.

Broward County Housing Authority-Headway Corporate Building
4780 North State Road 7
Lauderdale Lakes, FL 33319

(2nd renewal term eff. 9/1/2017)

Contact: Roy Lantz, VP of Human Resources & Risk Mgt.
 (954) 739-1114, ext. 2333
 Email: rlantz@bchafl.org

Scope: Provide after-hours full janitorial cleaning services to this (40,000+ sq. ft.) facility 5 days per week in the areas of daily general office cleaning, stripping and waxing quarterly, monthly floor maintenance, etc.



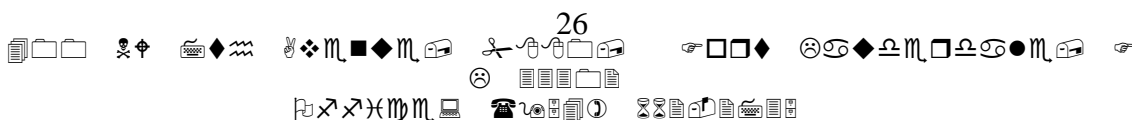
IFB#RE-17-02



Quality Cleaning From Top To Bottom

Required Documents/Additional Information

City of Pembroke Pines
IFB#RE-17-02-Janitorial Services for Studio 18





CEILING to FLOOR
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- ✓ Business License
- ✓ Certificate of Status
- ✓ Sample Proof of Insurance:
 - Business Automobile Liability
 - Commercial General Liability
 - Worker's Compensation)
- ✓ Drug Free Workplace Policy
- ✓ Green Cleaning Program

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

VALID OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

DBA:
Business Name: CEILING TO FLOOR CLEANING INC

Receipt #: 225-266518
Business Type: CLEANING/MAINTENANCE

Owner Name: BRICE BENNETT
Business Location: 6514 N SAMPLER RD
CORAL SPRINGS
Business Phone: 954-662-2735

Business Opened: 01/09/2015
State/County/Cert/Reg:
Exemption Code:

Rooms

Seats

Employees

Machines

Professionals

2

For Vending Business Only

Number of Machines:

Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
23.00	0.00	0.00	0.00	0.00	0.00	23.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

BRICE BENNETT
6514 N SAMPLER RD
CORAL SPRINGS, FL 33067

Receipt # 52A-16 00008414
Paid 09/26/2017 33.00

2017 - 2018

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CEILING to FLOOR
CLEANING

PROGRESSIVE
COMMERCIAL



DATE (MM/DD/YYYY):
7/28/2017

INSURANCE :
DELIVERED :

IFB#RE-17-02



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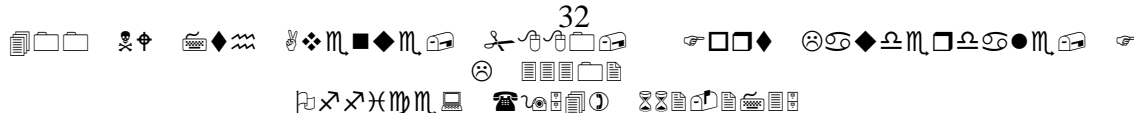
Workers Compensation Insurance (Example)

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/30/2017																																																										
<p>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.</p> <p>(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).)</p>																																																														
PRODUCER AP INTEGO INSURANCE GROUP 375 Woodcliff Drive Suite 103 Fairport, NY 14450 INSURED Ceiling To Floor Cleaning, Inc. PO Box 880 Fort Lauderdale, FL 33302		<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"> CONTACT NAME PHONE FAX E-MAIL ADDRESS </td> <td style="width: 50%;"> INSURER A INSURER B NorGUARD Insurance Company INSURER C INSURER D INSURER E </td> </tr> <tr> <td style="text-align: right;"> INSURER(S) PROVIDING COVERAGE </td> <td style="text-align: right;"> NAIC # 31470 </td> </tr> </table>			CONTACT NAME PHONE FAX E-MAIL ADDRESS	INSURER A INSURER B NorGUARD Insurance Company INSURER C INSURER D INSURER E	INSURER(S) PROVIDING COVERAGE	NAIC # 31470																																																						
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CERTIFICATE HOLDER CEILING TO FLOOR CLEANING, INC P.O. Box 880 Fort Lauderdale, FL 33302		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE																																																												

ACORD 25 (2016/03)

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Any employee who tests positive will be immediately removed from duty, referred to a substance abuse professional for assessment and recommendations, required to successfully complete recommended rehabilitation including continuing care, required to pass a Return-to-Duty test and sign a Return-to-Work Agreement and terminated immediately if he/she tests positive a second time or violates the Return-to-Work Agreement.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Consequences

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may reapply after one year and must successfully pass a pre-employment drug test.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

Return-to-Work Agreements

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment.

Assistance

Ceiling To Floor Cleaning, Inc. recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help. Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.



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Quality Cleaning From Top To Bottom

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Report dangerous behavior to their supervisor.
It is the supervisor's responsibility to:
 - Inform employees of the drug-free workplace policy.
 - Observe employee performance.
 - Investigate reports of dangerous practices.
 - Document negative changes and problems in performance.
 - Counsel employees as to expected performance improvement.
 - Clearly state consequences of policy violations.

Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy.
- The policy will be reviewed in orientation sessions with new employees.
- Employee education about the dangers of alcohol and drug use and the availability of help will be provided to all employees.

 Employee Signature/Title

 Date


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GREEN AND HEALTHY CLEANING PROGRAM

Green and Healthy Cleaning Policy

The following is a set of written guidelines or Standard Operating Procedures (SOPs) that govern Ceiling To Floor Cleaning, Inc.'s cleaning procedures, chemical handling and tracking requirements, equipment operation and maintenance procedures, communication protocols, training programs, inspection programs, and record keeping and reporting procedures. These guidelines are available to all cleaning personnel upon request. These SOPs shall be reviewed for possible revisions on an annual basis.

Green Clean Plan

A comprehensive Green Cleaning plan encompasses cleaning practices, as well as the procurement of cleaning products, equipment and training. There are dozens of manufacturers who offer “certified” green cleaning chemicals that work well and are cost-competitive compared to traditional products. Vacuums, floor buffers and furnishers are available with high-efficiency filters that can capture microscopic materials that might adversely impact building occupant health or damage sensitive equipment.

Cleaning Practices

Changes in the frequency, technique or time when cleaning is performed can be as important as the products and equipment being used. Green Cleaning promotes the use of less toxic cleaners and the use of equipment that would reduce the need to use harsh, conventional chemicals. The technology of the cleaning industry has made remarkable advances with newer technologies that perform effectively, reduce health and environmental impacts, and are cost competitive compared with conventional products.

It is best to promote cleaning programs based on:

- The US Green Building Council's Leadership in Energy & Environmental Design-Existing Buildings criteria and
- ASTM's E-1971 Standard Guide on Stewardship for Cleaning Commercial and Institutional Buildings.
- Green Seal's GS-42 Environmental Standard for Commercial and Institutional Cleaning Services

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Quality Cleaning From Top To Bottom

Procurement of Cleaning Products and Equipment

The products chosen to accomplish the tasks can have significant impacts on the health and performance of students, staff, and the people performing the cleaning. Choices in cleaning products and equipment dramatically impact the lifespan of building materials and furnishings while preserving the environment as a whole.

A purchasing program that promotes Green Cleaning uses products and equipment that meet the following standards:

- Green Seal's GS-37 environmental standard for industrial and institutional cleaners,
- EcoLogo's CCD-146 standard for Hard Surface Cleaners,
- Carpet and Rug Institute's Green Label Program for vacuum cleaners and
- US EPA's Comprehensive Procurement Guidelines for janitorial paper products and plastic trash bags.

Cleaning Program

- Ceiling To Floor Cleaning, Inc. will develop and implement a floor maintenance plan, consistent with manufacturers' maintenance recommendations, to extend the life of flooring through routine, periodic, and restorative cleaning operations.
- Ceiling To Floor Cleaning, Inc. will prepare schedules of routine cleaning operations, project work or activities performed periodically, equipment operation and maintenance/ cleaning inspections..
- The schedule of cleaning operations will include and detail the minimum frequency required for cleaning and maintaining the area to a level that adequately protects human health and the environment.
- The schedules of cleaning operations will be reviewed at a minimum of twice per year and adjusted as needed in response to the changing needs of the building and its occupants.
- A comprehensive communications plan will be established by the department with the client. The plan shall describe procedures for cleaning personnel to communicate with building coordinators and occupants, as well as a system for providing feedback from them.
- Easily understood directions will be provided to custodial staff in appropriate written languages or in graphic representation for the dilution of chemical cleaning products.
- The quantities of chemicals consumed over time by cleaning operations must be tracked on a quarterly basis.
- Ceiling To Floor Cleaning, Inc. will use a chemical measuring and dilution control system that limits worker exposure to chemical concentrates while facilitating the proper dilution of chemical concentrates.
- The custodial staff must be fully trained in the safe and effective use of all relevant chemical cleaning products.

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Quality Cleaning From Top To Bottom

- The appropriate technology (coarse spray bottles, automatic chemical dispensers on powered equipment, etc.) must be used for applying the chemical product in a manner that does not result in overuse and waste of the product.
- Clear directions for the proper rinsing and disposal of used or expended chemical solutions or empty chemical containers will be provided to the custodial staff.
- Ceiling To Floor Cleaning, Inc. will reduce, minimize, or eliminate the need for using cleaning chemicals wherever possible.

Equipment Maintenance Program

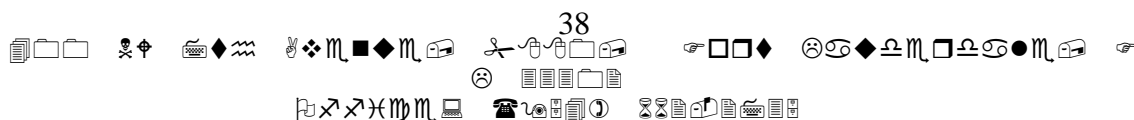
- Department supervisors must maintain an accurate inventory of their janitorial equipment, including information showing date of purchase and vendor specifications showing the equipment meets the sustainability requirement.
- All powered cleaning equipment in use must be routinely maintained to optimize performance.
- All janitorial equipment must be inspected by the supervisor every quarter to ensure that each piece of equipment operates at a safe and optimum level in accordance with the manufacturer's specifications.
- Results of the inspection must be recorded in a maintenance log, which should be available for review at all times.
- On an annual basis, the department will avail of the expert services of equipment distributors or other third-party specializing in equipment repair to inspect and validate the condition of the equipment.

Reducing Solid Waste

- Chemical products and supplies are to be purchased in concentrates or quantities that minimize the amount of packaging and container waste generated.
- All waste items from cleaning operations, including paper, glass, plastics, cardboard, other packaging materials, empty chemical containers, and worn equipment that are acceptable for recycling in the community must be segregated and recycled.
- When working with cleaning towels, cloths, and materials saturated with cleaning products, these materials must be disposed of, rinsed, or placed in a sealable container (i.e., metal flammable rag canister, locking plastic bag, etc.) within 2 hours of use to minimize evaporation of cleaning product.
- Where feasible and practical, reusable cleaning cloths or microfiber technology will be used in lieu of paper products. Reusable cleaning cloths or microfiber must be cleaned or laundered prior to reuse.

Vacuum Use and Maintenance

- The following requirements apply to the use of vacuum cleaners: Vacuums must be equipped with the proper filter or bag; the filters shall be changed or cleaned consistent with the manufacturer's recommendations.



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Quality Cleaning From Top To Bottom

- Vacuum bags or canisters must be inspected at regularly and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.
- Precautions, such as the provision of Personal Protection Equipment (PPE), must be taken to limit worker exposure to dust and particulate matter when cleaning and replacing bags and filters.

Training

- Green Cleaning practices provide proper training of custodians in the hazards, use, proper dilution, safety, maintenance and disposal of cleaning chemicals, dispensing equipment, and packaging.
- The custodial staff, including supervisors, Assistant Superintendents and Senior Superintendents shall be trained in the proper handling of chemicals, proper use and maintenance of janitorial equipment, and proper cleaning procedures.
- Upon hire, custodial staff will be required to undergo initial training on standard operating procedures, the proper sequencing of cleaning steps, and the proper use of personal protective equipment (PPE). This training may occur before personnel are assigned to a facility or it may be conducted at the site, before beginning independent work.
- As part of initial training, all personnel are to be given standard safety training including focusing on reducing and preventing ergonomic injuries and exposure to hazardous materials encountered by the department.
- Site-specific training such as providing specific job-site training focusing on standards for the facility to which they will be assigned. Site-specific training shall cover:
 - All custodial staff shall receive continuing training and/or education on an annual basis to maintain knowledge of correct procedures for safety, tools, techniques, and pertinent environmental standards. For new hires, at least 12 hours of this training must be provided upon initial employment, followed by 24 hours of in-service training, continuing education, and/or professional development opportunities on an annual basis.
 - Training records shall be maintained on each employee for all training specified within this program. The documentation shall include topics included in the training, a general outline of information covered, the name and qualifications of the trainer, and the date(s) and duration of the training or courses. For current employees, records shall be retained for two years from their hiring date; records shall be retained for one year for former employees.



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City of Pembroke Pines

Mandatory Pre-Bid/Site Visit Confirmation Form

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

Aisha Styles, who is a representative of
(Printed name of Contractor's representative)

Ceiling To Floor Cleaning, Inc. PERSONALLY came and appeared
(Contractor's Company)

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

18th day of October, 2017 as required by:

Solicitation #: BE-17-02

Solicitation Title: _____

Aisha Styles
(Contractor Representative's Printed Name)

[Signature]
(Contractor Representative's Signature)

(Contractor's Company)

(Contractor's Phone Number)

(Date)

Amelia Mohamed
(City Representative's Printed Name)

[Signature]
(City Representative's Signature)

(City Representative's Department)

(City Representative's Phone Number)

10/18/17
(Date)

The City requires all questions on the "the BidSync website. Such request must be received by the "Question Due Date," questions received after the "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

(OFFICE USE ONLY) Vendor number:

Please complete this vendor information form entirely along with the
IRS Form W-9, scan and upload it to the www.bidsync.com

Vendor Information Form

Operating Name (Payee)	Ceiling To Floor Cleaning, Inc.		
Legal Name (as filed with IRS)	Ceiling To Floor Cleaning, Inc.		
Remit-to Address (For Payments)	P.O. Box 880 Fort Lauderdale, FL 33302		
Remit-to Contact Name:	Aisha Styles	Title:	Chief Executive Officer
Email Address:	Info@ctfclcleaning.com		
Phone #:	954-662-2735	Fax #	954-391-5088
Order-from Address (For purchase orders)			
Order-from Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Return-to Address (For product returns)			
Return-to Contact Name		Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:			

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



Corporation

Federal ID Number:

46-3081997



Sole Proprietorship/Individual

Social Security No.:



Partnership



Health Care Service Provider

☐ LLC – C (C corporation) – S (S corporation) – P (partnership)
Other (Specify):

Name of Applicant / Signature _____

Title of Applicant Chief Executive Officer Date 11/5/2017

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Ceiling To Floor Cleaning, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 400 NW 7th Avenue, Suite #880	Requester's name and address (optional)
	6 City, state, and ZIP code Fort Lauderdale, FL 33311	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number									
or									
Employer identification number									
4	6								

Part II Certification

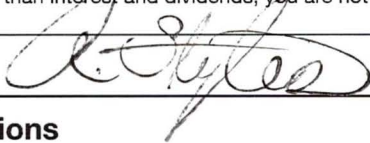
Under penalties of perjury, I certify that:

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 on page 3.

**Sign
Here**

Signature of
U.S. person ▶



Date ▶ **11/5/2017**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Supplier: **Ceiling To Floor Cleaning, Inc.**

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “RFP # RE-17-02” dated **October 18, 2017** titled “**RE-17-02 Janitorial Services for Studio 18**” 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: **Ceiling To Floor Cleaning, Inc.**

STREET ADDRESS: **400 NW 7th Avenue, #880**

CITY, STATE & ZIP CODE: **Fort Lauderdale, Fl 33302**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Aisha Styles** TITLE: **Chief Executive Officer**

E-MAIL: **Info@ctfcleaning.com**

TELEPHONE: **9546622735** FAX: **9546622735**

AUTHORIZED APPROVER:

NAME: **Aisha Styles** TITLE: **Chief Executive Officer**

E-MAIL: **Info@ctfcleaning.com**

TELEPHONE: **9546622735** FAX: **954-391-5088**

SIGNATURE: **Info@ctfcleaning.com**

B) Proposal Checklist

Are all costs, including consumable supplies included in pricing?

Yes ☒

Station 18

11401 Pompanum Drive

Pembroke Pines, 33025

Item #	Scope of Work Section	Unit	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1	Daily	Bid Item	244	
Total Cost for This Area					
Item #	Scope of Work Section	Weekly	Unit Cost	QTY	Total Annual Cost
2	As per Scope of Work Section #1.7.2	Weekly	Bid Item	57	
Total Cost for This Area					
Item #	Scope of Work Section	As Annually	Unit Cost	QTY	Total Annual Cost
3	As per Scope of Work Section #1.7.3	As Annually	Bid Item	2	
Total Cost for This Area					
FOR FUTURE ADDITIONAL REQUIREMENTS					
Item #	Place Core Sample (If Applicable)	Per Request	Total Cost	QTY	
4	As per Scope of Work Section #1.8	Core Per S.F.	Bid Item	1	

6

3

4

Supplier: **Ceiling To Floor Cleaning, Inc.**



City of Pembroke Pines

Attachment C

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Owner**,

(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature **Aisha Styles**

Title **Chief Executive Officer**

Name of Company **Ceiling To Floor Cleaning, Inc.**

Supplier: **Ceiling To Floor Cleaning, Inc.**



City of Pembroke Pines

Attachment D

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

1. This sworn statement is submitted **Ceiling To Floor Cleaning, Inc.** (name of entity submitting sworn statement) whose business address is **400 NW 7th Avenue, #880, Fort Lauderdale, FL 33302** and (if applicable) its Federal Employer Identification Number (FEIN) is **46-3081997**. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is **Aisha Styles** and my
(Please print name of individual signing)

relationship to the entity named above is **Owner**.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a 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.)**

Aisha Styles

Ceiling To Floor Cleaning, 11/1/2017
Inc.

Bidder's Name/Signature

Company

Date

Supplier: Ceiling To Floor Cleaning, Inc.



City of Pembroke Pines

Attachment E

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☒ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: **Ceiling To Floor Cleaning, Inc.**

PRINTED NAME / AUTHORIZED SIGNATURE: **Aisha Styles**



Supplier: **Ceiling To Floor Cleaning, Inc.**



City of Pembroke Pines

Attachment F

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.
In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: **Ceiling To Floor Cleaning, Inc.**

PRINTED NAME / AUTHORIZED SIGNATURE: **Aisha Styles**

Supplier: **Ceiling To Floor Cleaning, Inc.**



City of Pembroke Pines

Attachment G

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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

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

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

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

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are

located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☐ A. Contractor currently complies with the requirements of this section; or
- ☐ B. Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ C. Contractor will not comply with the conditions of this section at the time of contract award:
or
- ☒ D. Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- ☒ 1. The Contractor does not provide benefits to employees' spouses in traditional marriages;
- ☐ 2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
- ☐ 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
- ☐ 4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: **Ceiling To Floor Cleaning, Inc.**

AUTHORIZED OFFICER NAME / SIGNATURE: **Aisha Styles**

Supplier: **Ceiling To Floor Cleaning, Inc.**



City of Pembroke Pines

Attachment H

PROPOSER'S QUALIFICATIONS STATEMENT

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

PROPOSER'S Name and Principal Address:

Ceiling To Floor Cleaning, Inc.
400 NW 7th Avenue
Suite #880
Fort Lauderdale, FL 33302

Contact Person's Name and Title: **Aisha Styles, CEO**

Contact Person's E-mail Address: **Info@ctfcleaning.com**

PROPOSER'S Telephone and Fax Number: **9546622735**

PROPOSER'S License Number: **325-266536**

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

PROPOSER'S Federal Identification Number: **46-3081997**

Number of years your organization has been in business **4.5**

State the number of years your firm has been in business under your present business name **4.5**

State the number of years your firm has been in business in the work specific to this solicitation: **4.5**

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

Aisha Styles, CEO
Brice Bennett, COO

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

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

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

Ceiling To Floor Cleaning, Inc.

We provide complete janitorial cleaning services and professional sanitizing services to commercial properties, governmental branches, learning institutions, physician/healthcare facilities and residential properties throughout South Florida.

At what address was that business located?

400 NW 7th Avenue

Suite #880

Fort Lauderdale, Fl 33302

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

As per the contract administrators, surety bonds are not required.

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

No

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

Yes

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

No

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

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

None

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

None

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

None

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

None

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

No

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

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, in the previous three (3) years:

Ceiling To Floor Cleaning, Inc. has staff members with more than 15 years of experience working in the janitorial cleaning industry. Our qualifications have enable us to serve a wide array of facilities and organizations. We have extensive experience ranging from entities such as the University of Miami, private learning institutions, medical/dental facilities, multi-site contracts for Total Home Health, Inc. to the complexities of surgical centers and large venues such as NASCAR and Miami's Ultra Music Festival. Several of our current projects demand the highest level of compliance to OSHA standards as well the "Green Seal" environmental standards for cleaning. For example, one of the eye surgery centers that we maintain, requires the most demanding standards of cleanliness along with specialized knowledge of handling blood-borne pathogen contaminants and knowledge of JAHCO Regulatory Standards.

In addition, with a team of 25-50 staff members, annually we provide full janitorial/event cleaning services for large event such as NASCAR at the Homestead-Miami Speedway and Bayfront Park's Ultra Music Festival. Those 3 day events typically require a during event staff, as well as an over-night event staff.

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.

Ceiling To Floor Cleaning, Inc.

(Company Name)

Aisha Styles

(Printed Name/Signature)

Supplier: Ceiling To Floor Cleaning, Inc.

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **SMG/ The City of Pembroke Pines**

Address: **601 SW City Center Way**

City/State/Zip: **Pembroke Pines, FL**

Contact Name: **Marie Boudreau** Title: **Operations Manager**

E-Mail Address: **mboudreau@ppines.com**

Telephone: **954.392.9483** Fax: **N/A**

Project Information:

Name and location of the project: **Pembroke Pines City Center/City Hall/Events**

Nature of the firm's responsibility on the project: **Provide full janitorial cleaning services and event cleaning services to all areas of the Pembroke Pines City Center, City Hall and Event Cleaning Spaces. We service all areas of this facility to include restroom cleaning & disinfecting, outside grounds cleaning of all trash/debris/litter, sidewalk perimeter and building perimeter blowing, trash pick-up and debris removal, proper trash and recycling disposal. All aspects of janitorial and event cleaning services.**

Project duration: **5 year contract** Completion (Anticipated) Date: **09/30/2021**

Size of project: **200,000 sq.ft** Cost of project: **150k+ varies based on janitorial and event cleaning combined**

Work for which staff was responsible: **Daily Janitorial Cleaning Services and Event Cleaning Services**

Contract Type: **Janitorial Cleaning/Event Cleaning Contract**

The results/deliverables of the project: **Current Contract**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **Town of Jupiter**

Address: **210 Military Trail**

City/State/Zip: **Jupiter, FL 33458**

Contact Name: **Laurie Van Fossen** Title: **Special Projects Coordinator**

E-Mail Address: **lauriev@jupiter.fl.us**

Telephone: **(561) 748-2766** Fax: **561.748.0747**

Project Information:

Name and location of the project: **Town of Jupiter-Janitorial Maintenance Services for Town Hall Facility**

Nature of the firm's responsibility on the project: **Provide full day-porter janitorial cleaning services to this (60,000 sq. ft.) facility 5 days per week in the areas of daily general office cleaning, stripping and waxing quarterly, quarterly tile & grout cleaning, monthly floor maintenance, carpet cleaning, restroom sanitizing, etc. We also provide special event cleaning services to the Community Center of the Town of Jupiter.**

Project duration: **Annual** Completion (Anticipated) Date: **October 2018 (currently in 2nd renewal term)**

Size of project: **60,000 sq. ft.** Cost of project: **\$50,000.00/year**

Work for which staff was responsible: **Daily (Day Porter) Janitorial Cleaning Services**

Contract Type: **Janitorial Cleaning Services**

The results/deliverables of the project: **Current Contract (available option/plan to renew)**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Fort Lauderdale-Transportation and Mobility Dept.**

Address: **290 NE 3rd Avenue**

City/State/Zip: **Fort Lauderdale, FL 33301**

Contact Name: **Jeff Davis** Title: **Assistant Parking Services Manager**

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

Telephone: **(954) 828-3797** Fax: **954-828-3704**

Project Information:

Name and location of the project: **Parking Lot Clean-Up Services, Various City Locations**

Nature of the firm's responsibility on the project: **Provide parking garage and parking lot cleaning services 7 days per week to various Fort Lauderdale locations (i.e. City Parking Garage (CPG-7 stories), Performing Arts Parking Garage (3 stories), Fort Lauderdale Beach Parking Lot, Intracoastal Parking Lots, etc.). We ensure all trash, debris, litter, etc, is cleaned 7 days per week.**

Project duration: **Annual** Completion (Anticipated) Date: **10/31/2018 (currently in 2nd renewal term)**

Size of project: **varies sizes** Cost of project: **\$113,500/year**

Work for which staff was responsible: **Daily Janitorial Cleaning Services**

Contract Type: **Parking Lot Clean-Up Services, Various City Locations**

The results/deliverables of the project: **Current Contract (available option/plan to renew)**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **Broward County Housing Authority-Headway Corporate Building**

Address: **4780 North State Road 7**

City/State/Zip: **Lauderdale Lakes, FL 33319**

Contact Name: **Roy Lantz** Title: **VP of Human Resources & Risk Mgt.**

E-Mail Address: **rlantz@bchafl.org**

Telephone: **(954) 739-1114, ext. 2333** Fax: **N/A**

Project Information:

Name and location of the project: **Janitorial Cleaning Services-Broward County Housing Authority**

Nature of the firm's responsibility on the project: **Provide after-hours full janitorial cleaning services to this (40,000+ sq. ft.) facility 5 days per week in the areas of daily general office cleaning, stripping and waxing quarterly, monthly floor maintenance, etc.**

Additional locations:

Highland Gardens Building-Broward County Housing Authority
331 NE 48th Street
Deerfield Beach, FL 33064

Griffin Gardens Building-Broward County Housing Authority
4881 Griffin Road
Davie, FL 33314

Project duration: **2 year contract with renewal options** Completion (Anticipated) Date: **09/2019 (currently in 2nd renewal term)**

Size of project: **200,000 sq. ft. in total** Cost of project: **\$126,000.00**

Work for which staff was responsible: **Daily Janitorial Cleaning Services**

Contract Type: **Janitorial Cleaning Services**

The results/deliverables of the project: **Current Contract (available option/plan to renew)**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Coral Springs Aquatic Complex**

Address: **12441 Royal Palm Blvd.**

City/State/Zip: **Coral Springs, FL 33065**

Contact Name: **Gail Dixon** Title: **Purchasing Agent, II**

E-Mail Address: **gdixon@coralsprings.org**

Telephone: **(954) 344-1104** Fax: **N/A**

Project Information:

Name and location of the project: **City of Coral Springs Aquatic Complex**

Nature of the firm's responsibility on the project: **Provide after-hours full janitorial cleaning services to all areas of the Coral Springs Aquatic Complex. We service all areas of this (100,000+ sq. ft.) facility 7 days per week in the areas of fitness center cleaning, multiple sauna/shower/lock room/restroom cleaning & disinfecting, general office areas, outside grounds, etc.**

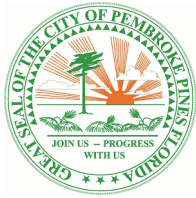
Project duration: **2 years with multiple renewal options** Completion (Anticipated) Date: **07/31/2019**
(currently in 2nd renewal term)

Size of project: **50,000 sq. ft.** Cost of project: **\$22,000.00**

Work for which staff was responsible: **Daily Janitorial Cleaning Services**

Contract Type: **Janitorial Cleaning Services**

The results/deliverables of the project: **Current Contract is being renewed for an additional 2 years**



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 9.

File ID: 17-0779

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 11/21/2017

Short Title: Studio 18 Janitorial

Final Action: 12/20/2017

Title: MOTION TO AWARD RE-17-02 "JANITORIAL SERVICES FOR STUDIO 18" TO THE MOST RESPONSIVE/RESPONSIBLE BIDDER, CEILING TO FLOOR CLEANING, INC., IN THE AMOUNT OF \$28,613.28, WHICH INCLUDES A 10% OWNER'S CONTINGENCY OF \$2,601.20 FOR AN INITIAL TWO YEAR PERIOD.

***Agenda Date:** 12/20/2017

Agenda Number: 9.

Internal Notes:

Attachments: 1. RE-17-02 - Janitorial Services for Studio 18, 2. RE-17-02 - Bid Tab - (ALL), 3. Ceiling to Floor Cleaning, Inc. Proposal, 4. Specimen Contract

1 City Commission 12/20/2017 approve

Pass

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

Aye: - 5 Mayor Ortis, Vice Mayor Castillo, Commissioner Schwartz,
Commissioner Siple, and Commissioner Monroig

Nay: - 0

MOTION TO AWARD RE-17-02 "JANITORIAL SERVICES FOR STUDIO 18" TO THE MOST RESPONSIVE/RESPONSIBLE BIDDER, CEILING TO FLOOR CLEANING, INC., IN THE AMOUNT OF \$28,613.28, WHICH INCLUDES A 10% OWNER'S CONTINGENCY OF \$2,601.20 FOR AN INITIAL TWO YEAR PERIOD.

SUMMARY EXPLANATION AND BACKGROUND:

1. On October 4, 2017, the City Commission authorized the advertisement of RE-17-02 "Janitorial Services for Studio 18", which was advertised on October 11, 2017.
2. The purpose of this solicitation was to provide janitorial services for Studio 18.
3. On November 7, 2017, the City opened fourteen (14) proposals from the following vendors:

Vendors	Total Cost
Ms.Shineon	\$8,380.00
Ceiling To Floor Cleaning, Inc.	\$26,012.08
Clean Business USA LLC	\$26,860.00
Admire Cleaning Service Corp	\$28,818.32
Safeguard Services, Inc.	\$29,928.42
ABC International Cleaning Services Inc.	\$30,004.66
JOliva Enterprises LLC	\$31,070.16
SAE Services, Inc.	\$31,655.10
Seminole Commercial Cleaning/JaniKing	\$31,679.46
Image Janitorial Services Inc.	\$33,180.00
Chi-Ada Corporation	\$39,290.45
ER Multiservices	\$91,419.99
Gold Maintenance and Cleaning	\$39,192.00
A1 Extreme Cleaning LLC	\$89,991.72

4. The lowest priced vendor, Ms.Shineon, did not attend the scheduled mandatory pre-bid meeting and thus, their proposal for \$8,380 has been deemed non-responsive.
5. The Recreation Department has reviewed the proposals and has deemed Ceiling to Floor Cleaning, Inc.to be the most responsive/responsible proposer.
6. In addition, Ceiling To Floor Cleaning, Inc. has also completed the Equal Benefits Certification Form and utilized the following allowable exemption stating that: "The Contractor does not provide benefits to employees' spouses in traditional marriages."
7. The Recreation Department would like to add a 10% owner's contingency to the project to cover any additional services needed which will increase the total cost from \$26,012.08 to \$28,613.28.
8. Request Commission to award RE-17-02 "Janitorial Services for Studio 18" to the most

responsive/responsible bidder, Ceiling To Floor Cleaning, Inc., in the amount of \$28,613.28, which includes a 10% owner's contingency of \$2,601.20.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$28,614

b) Amount budgeted for this item in Account No: Funds are currently budgeted for this project in account # 1-572-7001-34990 (Contractual Services)

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	\$28,614	\$28,614	\$0	\$0	\$0
Net Cost	\$28,614	\$28,614	\$0	\$0	\$0

e) Detail of additional staff requirements: Not Applicable.