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 _____ day of _____, **2019**, by and between:

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

and

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 is hereby amended as follows:

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

SECTION 3. Article 19 entitled **"Miscellaneous"** is hereby amended by the addition of Section 19.18, as follows:

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

SECTION 5. 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 6. 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 7. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

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

BY: _____

MARLENE D. GRAHAM,
CITY CLERK

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

_____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

CEILING TO FLOOR CLEANING, INC.

BY: _____

Print Name: Aisha Styles

Title: CEO

WITNESSES

_____
Brice Bennett
Print Name

_____
Athwon Jackson
Print Name

STATE OF Florida)
) ss:
COUNTY OF Broward)

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 20 day of Dec, **2019**.

MARY A. TROIA
Notary Public - State of Florida
Commission # GG 151022
My Comm. Expires Oct 12, 2021

_____
NOTARY PUBLIC

Mary A. Troia
(Name of Notary Typed, Printed or Stamped)

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."

W I T N E S S E T H:

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

ARTICLE 1
PREAMBLE

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

1.1 On **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 VI" 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 has 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:

1/30/18 By:

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

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

CEILING TO FLOOR CLEANING, INC.

By: Brice R. Bennett
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

Tess McCray
(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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Attachment A: Contact Information Form

Attachment B: Vendor Information Form and a W-9

Attachment C: Non-Collusive Affidavit

Attachment D: Sworn Statement on Public Entity Crimes Form

Attachment E: Local Vendor Preference Certification

Attachment F: Veteran Owned Small Business Preference Certification

Attachment G: Equal Benefits Certification Form

Attachment H: Proposer's Completed Qualification Statement

Attachment I: Sample Insurance Certificate

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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 Saturday	**5:30 PM - Start** **2:00 PM - Start**	New Year's Day Memorial Day Independence Day Thanksgiving Day Christmas Day
**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 too 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 polices 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 they 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 Poincinna Drive
Pembroke Pines 33025

Item #	Scope of Work Section	Daily	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1	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 #1.7.2	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 #1.7.3	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 #1.8	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** — **Federal ID Number:** _____
- ☐ **Sole Proprietorship/Individual** — **Social Security No.:** _____
- ☐ **Partnership**
- ☐ **Health Care Service Provider**
  - ☐ **LLC – C (C corporation) – S (S corporation) – P (partnership)**
- ☐ **Other (Specify):** _____

Name of Applicant / Signature _____

Title of Applicant _____ **Date** _____

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.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

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:

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 ▶**

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.

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)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	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*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

City of Pembroke Pines

Attachment C

NON-COLLUSIVE AFFIDAVIT

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

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

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

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

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

Printed Name/Signature _____

Title _____

Name of Company _____

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 _____ (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

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: _____

PRINTED NAME / AUTHORIZED SIGNATURE: _____

City of Pembroke Pines

Attachment F

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE

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) PREFEREENCE 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: _____

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: _____

AUTHORIZED OFFICER NAME / SIGNATURE: _____

City of Pembroke Pines

Attachment H

PROPOSER'S QUALIFICATIONS STATEMENT

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

PROPOSER'S Name and Principal Address:

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. AG6REGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION AIL 30 DAYS WRITTEN LEFT.

City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines FL 33026

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

(DACORD CORPORATION 1988

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."

W I T N E S S E T H:

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

ARTICLE 1
PREAMBLE

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

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

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
"«Solicitation_Title»"

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

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

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

ARTICLE 2
SERVICES AND RESPONSIBILITIES

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

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

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

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

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

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

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the

work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3
TERM AND TERMINATION

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

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

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

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

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

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

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

4.2 Based on a **«Compensation_Type» «Compensation_Amount_Written» («Compensation_Amount_Numerical»),** which includes an owner's contingency fee of **«Contingency_Fee_Written» («Contingency_Fee_Numerical»),** payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 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 has 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 proving 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:

_____ By: _____

MARLENE D. GRAHAM, CITY CLERK 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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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

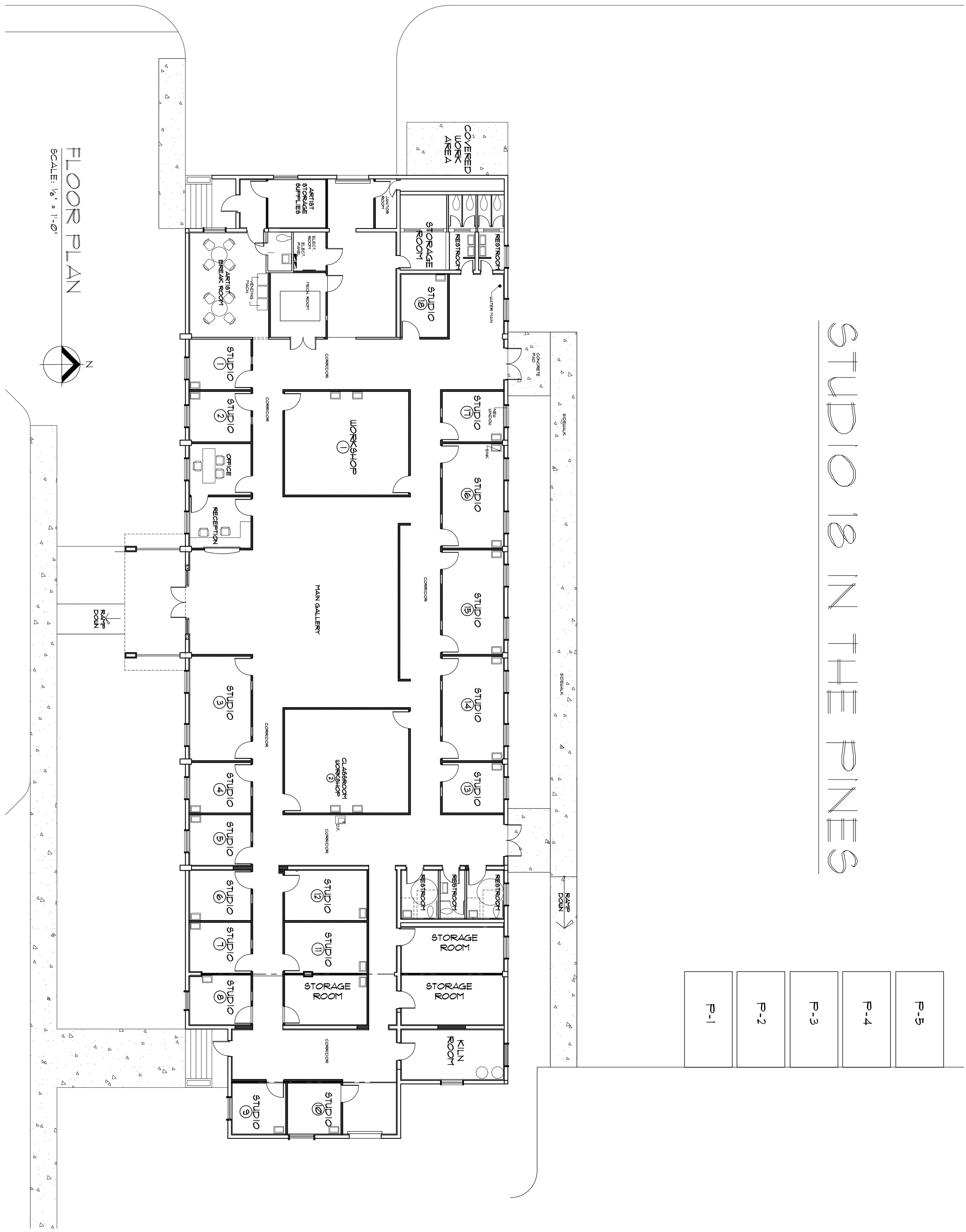
_____ day of _____, 20_____ as required by:

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.



Sheet of

Revisions

Date
APRIL 2009
Commission

Project:

ART COLONY BUILDING

1101 PONCIANA DRIVE
PEMBROKE PINES, FL 33026

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

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) Oct 18, 2017 10:00:00 AM EDT

Attendance is mandatory

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.

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.

Transcript Attendance

Copy Bid Click here to copy the bid and relist it as a new bid

View Rules Click here to change the rules for this bid.

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 âœBID SECURITYâ (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

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

View All Ads

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

edit

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

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

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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@corpcleanusa.com	954-709-2129	
National Cleaning Contractors USA Inc	14182 SW 38th Lane Miami, Fl 33175	Rangel Paredes	NCsupervisor@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@admirecleaningcorp.com	954-214-4037	
Safeguard Services	Pembroke P. Fl 911 poinciana Drive	Luis Vargas	www.safeguardservices.net	954 9634900	
TruPro 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 44 th St Apt 810	Begonia Moreno	goldmaintenance and cleaning@gmail.com	954-496-3397	
Open Works	7625 NW 12 st 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) 662-2735	
SHE Services	2141 S.W 1st Street #110 Miami	Isabel Llanes	ynarrollanes@gmail.com	786-286-3092	
First Choice Cleaning	1700 NW 2nd Av Boca Raton	Omar Ortiz	aortiz@firstchoicecleaningcontractors.com	954 8183200	
Hospitality Staffing Solutions	2740 East Oakland Park Blvd Suite 100 Fort Lauderdale FL	Rudy Cancinos	RCancinos@hssstaffing.com	954-800-3503	

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
Admire Cleaning Service	Pembrok Pine	Max Hernandez	maxheya@Yahoo.com	19542146039	
Omega Maintenance	Coral Springs	Craig Coote Dottyched@gmail.com	Omega.Craigc@gmail.com Dottyched@gmail.com	754-366-9588 352-708-3316	
A1 Extreme Cleaning LLC	692 Orista Dr Davenport, FL 33897	Angeleta Harrison	Phillipsangeleta@yahoo.com a1extremecleaningservices@gmail.com	(407)506-9935 863-353-6564	
Joliva Enterprises	20515 NE #1448 Country Club Dr. Aventura, FL	Julio Oliva	JrOliva@JOliva Trucking.com	908-872 6342	
Image Companies	814 14th Street Lake Park	Angel Rosado	arosado@imagecompanies.com	561-844 8778	
DELTA PROPERTY MAINTENANCE ~~SERVICES~~	5865 S.W 23RD ST WEST PARK, FL	JEAN LABOSSIERE	jean.labossiere@yahoo.com	(407) 556 7083	
CAPITAL CONTRACTORS	2420 UNIVERSITY Dr. Coral Springs	JASON FITZPATRICK	JFITZPATRICK@CAPITALCONTRACTORS.com	954.558-0529	
Er Multiservices INC.	620 VAN BUREN ST. Hollywood.	Rodolfo Murillo	Rodolfo@Erhospitality.Net.	786-382 1013	
CHIADA CORPORATION	2750 W Oakland Park BLVD suite B Oakland Park 33311	Georges Idani	IDANI@CHIADACORPORATION.com	9547775177	
JANI KING/Semade	4000 Hollywood Blvd Hollywood, FL	Jon Roper TANIA LEE	JROPER@JANIKING.com	954-655-7459	
Image Companies	814 14th ST Lake Park, FL 33403	Paul Saavedra	psaavedra@imagecompanies.com	561 844 8778	

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
PROFESSIONAL CLEANING SERVICE	5800 S. SABLE CIR MARGATE FL 33063 ~~5800 S SABLE CIR~~	MARIO PEDRAZA	INFO@NEATCLEANSERVICESAVI.COM	954-297-5142	[illegible]
Bonus Building Care	2101 W. Hallandale Drive. Pembroke Park. 33009	María Alvarado	MIALMONTE82@hotmail.com	(954) 681-2087	[illegible]
ABC INT'L CLEANING SERVICES.	18459 Pines BLVD. Pembroke Pines FL 33029	Pete Xydis	peter@abcbestcleaning.com	954 965-7200	[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

Quality Cleaning From Top To Bottom

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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IFB#RE-17-02

CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

November 5, 2017

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

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

Dear Purchasing Division:

Ceiling To Floor Cleaning, Inc. is pleased to have the opportunity to respond to your ITB for Janitorial Services for **Studio 18** within the City of Pembroke Pines. Ceiling To Floor Cleaning, Inc. is a full-service janitorial cleaning company with innovative technology, state-of-the-art equipment and an extensive knowledge-base in the industry. By allowing us to take care of all of your janitorial cleaning needs, the City of Pembroke Pines will be maintained by professional staff members that will go above and beyond to ensure your facility always look its' best. Our dedicated executive management team has your best interest in mind and are committed to making sure each of your facility is clean and properly maintained.

Outlined in this ITB submission, you will find a program that has been designed based on the needs of your thriving city. Taking into account the information we gathered from the bid package/addendums, site visit and the requirements specified by the City of Pembroke Pines; we will expend our years of experience servicing you.

In addition to thoroughly trained staff members, our management staff wants to make sure you have a professional working relationship with Ceiling To Floor Cleaning, Inc. We are always available to answer any questions you may have in regards to our custom-tailored cleaning.

Thank you in advance for the opportunity to bid with the City of Pembroke Pines. We hope the enclosed information will help your decision making process. If you have any questions and/or concerns, please do not hesitate in asking.

Sincerely,

Aisha Styles

IFB#RE-17-02

CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

President/CEO

Executive Summary

At Ceiling To Floor Cleaning, Inc., our commitment is to ensure that the job is performed with the highest degree of professionalism; every job... every day! Ceiling To Floor Cleaning, Inc.'s executive summary will outline the advantages of utilizing our highly customizable service programs to meet the individual needs of our clients.

Ceiling To Floor Cleaning, Inc. is pleased to present our Janitorial Cleaning Service Program to the City of Pembroke Pines. We have developed a tradition and reputation for delivering on our promises and work ethics. Ceiling To Floor Cleaning, Inc. developed and will implement all applicable multitudes of the janitorial cleaning work force and systems; coupled with our ability to fully realize all of the specific goals set forth in your scope of services. We will supply an outstanding cleaning service program cultivated in accountability, exceptional quality of service and customer satisfaction.

Through customer and employee feedback, corporate adaptation to new technology/procedures and utilization of our customer driven management team; Ceiling To Floor Cleaning, Inc. has identified ways to reduce customer maintenance budgets while continuing to customize cleaning services to the specification of each client.
More than ever, today's janitorial cleaning market is faced with multiple challenges such as, inconsistencies of quality in an oversaturated market, reduced corporate/staffing structure and miscalculated budgets which leads to inefficiency/corner cutting.

Ceiling To Floor Cleaning, Inc. has a highly skilled staff with evolved processes that ensure success while mitigating the risks of failure. We have repeatedly proven positive outcomes on projects of similar size and complexity. A highly qualified staff coupled with effective management, results in economical and efficient performance without sacrificing excellence. We believe there is a direct correlation between adequate supervision and quality work. Ceiling To Floor Cleaning, Inc. always thrives to reach the highest standards of quality through the management of a meticulous hiring process and seeks to grow by continually searching for the best qualified individuals. We carefully recruit our staff for trustworthiness, dependability and attention to detail. Through effective communication and immediate responses to your requests, we ensure that we are willing to meet all of your service needs. We assure you that we will respond quickly to every situation that arises. Our staff is available daily to handle many emergencies and/or issues that may arise at your studio. We mandate our uniform personnel are well-acquainted with safety procedures and are well-equipped with the proper personal protective equipment.

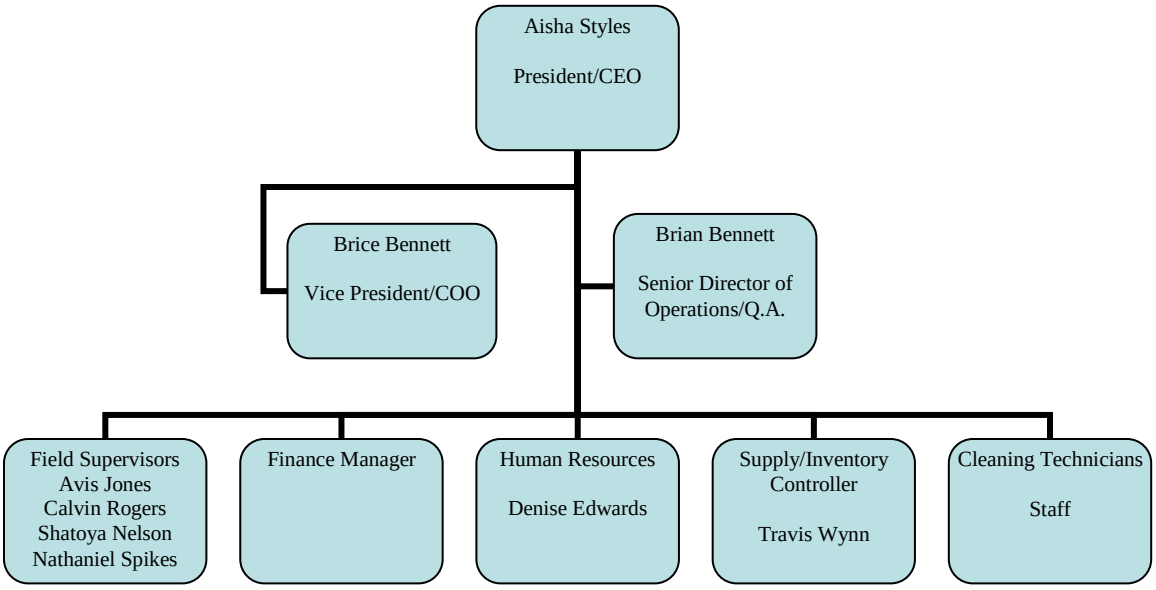
Ceiling To Floor Cleaning, Inc. believes in safety and has proof of General Liability Insurance, Worker's Compensation, Automobile Liability Insurance and Fidelity Bonding. In addition, all of our employees undergo a comprehensive screening process that includes a Criminal Background Screening and Driver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

IFB#RE-17-02

CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

Executive Organizational Chart



IFB#RE-17-02

CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

Key Executive Management

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.

Please feel free to communicate with the following key members of management:

Aisha Styles, President/CEO
Office: (954) 662-2735
Toll Free: (800) 954-5404
Mobile: (954) 629-8130
Fax: (954) 391-5088
Email: Info@ctfcleaning.com

Brice Bennett, Vice President/COO
Office: (954) 662-2735
Toll Free: (800) 954-5404
Mobile: (954) 778-7953
Fax: (954) 391-5088

Brian Bennett, Senior Director of Operations
Office: (954) 662-2735
Toll Free: (800) 954-5404
Mobile: (954) 274-9621
Fax: (954) 391-5088

We would like to thank you for your consideration of Ceiling To Floor Cleaning, Inc. and we assure you that if given the opportunity, we will diligently perform our responsibilities to exceed your expectations.

Sincerely,

Aisha Styles

IFB#RE-17-02

CEILING to FLOOR CLEANING

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

IFB#RE-17-02

many areas of the world in such countries as Germany, Saudi Arabia, Bosnia, Russia, Hungary.

Brian Bennett- Senior Director of Operations

Brian Bennett is a major asset to Ceiling To Floor Cleaning, Inc. as he has more than 15 years of experience in the janitorial cleaning areas of management, marketing, sales and training. Brian is continually working to increasing the effectiveness/efficiency of the service we provide by relying more on innovative equipment and unique processes that more consistently offer a higher quality level than our competitors. Brian Bennett has experience working with a multitude of clients such as CVS Stores, Apple, Braman Motors, large private schools/academies, multi-level condominiums/high-rise buildings.

Educational Background

Florida International University, Miami, FL
B.A., Business Management, 1995
B.A., Business Marketing, 1995
Certified Networker Program, Broward County, FL
50/60 Group Team Building Training

IFB#RE-17-02

CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

Experience/Qualifications of Firm

IFB#RE-17-02

Corporate History and Qualifications

Ceiling To Floor Cleaning, Inc. is a rapidly growing business originating in South Florida in 2013. With over 50 employees (part-time, full-time and per-diem), we effectively provide quality janitorial cleaning and event cleaning services throughout the Tri-County of Southeast Florida. We specialize in commercial, industrial, residential properties and city/governmental municipality cleaning services. Ceiling To Floor Cleaning, Inc. uses state-of-art cleaning systems and equipment that consistently allows us to provide excellent quality service.

We have a proven record of accomplishment with multi-site city and government municipalities and private sector clients throughout the tri-county. As technology continually changes and advances, we have the ability to adapt to them as deemed necessary. We are constantly upgrading our systems and products to comply in every respect with today's ever changing market. Our well-experienced managers have the adaptability to improve practices and find efficiencies for our customers in the realm of supply management, product cost and inventory control. Ceiling To Floor Cleaning, Inc. develops and implements a janitorial workforce and systems to provide our clientele with top-notch services. We do this by recruiting and training industry-focused personnel and providing them with solid executive management, efficient and proper tools, engineered systems and standardized products. Keeping in mind the vast knowledge, experience and qualifications of our firm, Ceiling To Floor Cleaning, Inc. is a well-rounded organization that has the ability to meet each of your facilities requirements.

Ceiling To Floor Cleaning, Inc. has staff members with more than 15 years of experience working in the janitorial cleaning industry. Our qualifications have enabled us to serve a wide array of facilities and organizations. We have extensive experience ranging from entities such as multi-site contracts for **Broward County, City of Fort Lauderdale, City of Coral Springs, City of Hollywood Public Works Division, City of Hollywood Parks and Recreation Division, Town of Jupiter, City of Pembroke Pines**, private learning institutions and medical facilities. This also includes the complexities of surgical centers and large social venues such as **NASCAR**, **Food and Wine Festivals. Caribbean Festivals** and **Miami's Ultra Music Festival at Bay Front Park** (by-which 50-60 employees were provided based on the event size). Several of our current projects demand the highest level of compliance to OSHA standards, as well as "Green Seal" environmental standards for cleaning. For example, the eye surgery center that we maintain; requires the most demanding standards of cleanliness along with specialized

IFB#RE-17-02

CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

knowledge of handling blood-borne pathogen contaminants and knowledge of JAHCO Regulatory Standards.

Our company adheres to a philosophy of owner-management and management participating in the operation of its' business units and contracts. This provides key contracts with direct

accessibility to management for decision-making. A key reflection of this philosophy is seen in the following key indicators of performance:

- Long Term Account Retention/Professional relationships
- Flexibility in the management of projects and decision making
- Experienced project and corporate management
- Efficient processes and procedures
- Cost controls from suppliers
- Ongoing safety and product trainings

Our staff of professionals will provide you with cleaning expertise and our management team will provide you with exceptional project oversight. Through our strong beliefs in the constant training and motivation of our staff regarding cleaning technologies, at Ceiling To Floor Cleaning, Inc. our multi-faceted cleaning approach delivers results which meets and most often exceeds our clients benchmarks. Ongoing education and training incentives help keep our work force at the top of the service industry. Our customer base is both extensive and diverse, however, our core competency is commercial properties identical to your town facilities and its' needs. We are building our success by tailoring our services to the specific needs of each customer, backed by a corporate support structure that is open and accessible. We are ready and available to discuss any customers questions and/or suggestions in the interest of improving our service and your bottom line.

Lastly, it is our staff that really set us part from the competition. Our employees are a part of our team…part of our family. We continually invest in their future, hence our very low turnover rate. They understand that we value them and take pride and ownership in the work they do for our clients.

Service Issue Resolution

The ultimate goal of Ceiling To Floor Cleaning, Inc.'s employees is perfection in the services we provide. That means never forgetting a task or an area, but no one is 100% perfect; after all we're only human. What separates us from other vendors is the immediate actions taken

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CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

to identify and rectify service-related issues, We resolve issues within the first 24 hours that they are identified. Our Quality Control Program groups cleaning issues into three categories:

- Contract Work
- Complaints or Cleaning Related Issues
- Non-Contract Work/Additional Services

Via Wireless Technology, Ceiling To Floor Cleaning, Inc.'s on-site management is notified immediately of cleaning problems and visits their point of contact to determine the category of the cleaning issue. If it is determined to be a contract work issue, the operations manager is contacted to implement and supervise corrective actions as deemed appropriate. The registered issue is not closed out in our Quality Control System until a signed copy of the complaint sheet is returned to the account's manager.

Employee Accountability

Since we are in the business of providing services to multiple locations simultaneously, it is of the utmost importance that we utilized a system to assist with employee tracking and scheduling. *"When I Work"* is a web-based & mobile-friendly interface that allows our management and supervisory team the ability to create daily, weekly and job specific employee schedules and track the time assigned to the operation of specific locations.

This system simplifies the difficulty of monitoring multiple employees in multiple area and/or locations by serving as eyes and ears despite the location of an employee.

"When I Work" provides us with the following accountability benefits:

- Employees are required to clock-in and clock-out directly with their smart phones.
- Employees select their working location and/or specified job at the clock-in screen.
- The system allows us to combine the GPS location of an employees smart phone and the IP location of our scheduled cleaning locations to monitor employees exact clock-in and out location.
- Photo capture encourages honesty as employees are required to submit a photograph of themselves clocking-in and out.
- This electronics timekeeping software allows managers to easily track when employees are late for scheduled shifts, absent and available/unavailable to work.

When I Work

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CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

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.

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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:

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CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

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

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CEILING to FLOOR CLEANING

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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CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

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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CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

- 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		Dust Mops
Kaivac No Touch System	Carpet Cleaning Machines	Rubbermaid Pulse System
DVAC One-Pass System	Floor Refinishing Machines	**Rubbermaid Hygiene System**
Auto Scrubbers	Tile & Grout Machines	**RotoVac 360 Machine**
Backpack Blowers	Commercial Brooms	Hand-held Blowers
Safety Vests	Waxes	Carpet Sweepers
Squeegees	Trash Grabbers	Disinfectants/Sanitizers
Vacuum Cleaners	Wiping Cloths	Metal Polish
Floor Dressings	Wet Mops	**Gloves/Goggles/P.P.E.**
Dust Cloth	Floor Machines	**3M Twist-N-Fill System**
Microfiber Mops	Green Machine Street Sweeper	

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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CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

ProTeam Super Coach
Backpack Vacuum Cleaner

Rubbermaid HYGEN System
Hygienic Mopping &
Water Filtration System

RotoVac 360XL
Carpet Cleaner

Project Management/Plan

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Quality Cleaning From Top To Bottom

Project Management

The Operations Manager for this project will be Brian Bennett as he has over 15 years of experience in overseeing all of the responsibilities of any size entity. Mr. Bennett will act as a point of contact for the City of Pembroke Pines. He will supervise staff and has the authority to make immediate decisions to successfully maintain our highest standards, as well as the goals of the City of Pembroke Pines. Mr. Bennett is also fully supported by our corporate resources and management infrastructure. During the site visit of your facility, we performed a detailed analysis of your individual requirements. This approach ensures that all of your needs are accounted for and processes are put into practice.

Our **uniformed staff** currently provides exceptional cleaning services to multiple city/governmental facilities and we would love to expand our opportunities with the City of Pembroke Pines. The project plan outlined below is consistent with all of your janitorial cleaning service needs. Ceiling To Floor Cleaning, Inc. has thoroughly planned tasks and responsibilities in the best interest of the city and its' employees. We will provide exceptional cleaning services to the City of Pembroke Pines Monday-Saturday. We will also communicate with facility managers in regards to the most appropriate timeframes of performing all floor care maintenance.

Added benefits to choosing Ceiling To Floor Cleaning, Inc.:

- ✓ Customizable service based on janitorial needs
- ✓ Assistance with Supply Management and Inventory Control (if applicable)
- ✓ Professional uniformed staff

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CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

- ✓ 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.

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Quality Cleaning From Top To Bottom

- 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

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CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

References

City of Pembroke Pines-Charles F. Dodge City Center
601 SW City Center Way (Current Contract- 5 year term)
Pembroke Pines, Fl 33025

Contact: Steve Clark, SMG General Manager
(954) 392-9480
Email: sclark@ppines.com

Scope: Provide after-hours full janitorial cleaning services and special event cleaning to this (180,000+ sq. ft.) facility 5-7 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.

City of Fort Lauderdale-Transportation and Mobility Dept.
290 NE 3rd Avenue
Fort Lauderdale, Fl 33301 (2nd renewal term eff. 11/1/2017)

Contact: Jeff Davis, Assistant Parking Services Manager
(954) 828-3797

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CEILING to FLOOR CLEANING
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 (Current Contract/amount varies based on events)
Hollywood, Fl 33022

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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CEILING to FLOOR CLEANING

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.

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CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

Required Documents/Additional Information

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

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CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

Required Documents Enclosed

- ✓ 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

State of Florida License

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CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

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 #: 225-288538
Business Type: CLEANING/JANITORIAL

Owner Name: BRICE BENNETT
Business Location: 6514 N SAMPLE RD
CORAL SPRINGS
Business Phone: 954 662-2935

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
33.00	0.00	0.00	0.00	0.00	0.00	33.00

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 SAMPLE RD
CORAL SPRINGS, FL 33067

Receipt #52A-16-00008414
Paid 09/28/2017 33.00

2017 - 2018

State of Florida-Certificate of Status

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CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

State of Florida
Department of State

I certify from the records of this office that CEILING TO FLOOR CLEANING INC. is a corporation organized under the laws of the State of Florida, filed on June 28, 2013.

The document number of this corporation is P13000055552.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on April 28, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirtieth day of August, 2017

Ken Detzner

Secretary of State

Tracking Number: CU3968759851

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Business Automobile Insurance

(Example)

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CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

Progressive
P.O. Box 94739
Cleveland, OH 44101

1-800-895-2886

PROGRESSIVE COMMERCIAL

Policy number: 02959183-1
Underwritten by:
PROGRESSIVE EXPRESS INS COMPANY
July 20, 2017
Page 1 of 1

Certificate of Insurance

Certificate Holder

Additional Insured
CITY OF FT LAUDERD
100 N ANDREWS A
FT LAUDERDALE, FL 33301

Insured
CEILING TO FLOOR
CLEANING, INC.
3187 NORTHWEST 85 TH AVE
CORAL SPRINGS, FL 33065

Agent
PROG COMMERCIAL
PO BOX 94739
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Apr 2, 2017 Policy Expiration Date: Apr 2, 2018

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	$1,000,000 COMBINED SINGLE LIMIT
PERSONAL INJURY PROTECTION	$10,000 W/$0 DED - NAMED INSURED ONLY

Description of Location/Vehicles/Special Items

Scheduled autos only
1998 GMC SAFARI 1GTDM19W0WB530212

Certificate number
20117NET183

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

Form 5241 (10/02)

General Liability Insurance
(Example)

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CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER
Triton Insurance Group
100 N State Road 7
Unit 304
Margate FL 33063

INSURED
Ceiling to Floor Cleaning Inc
1431 SW 6 Way
Deerfield Beach FL 33441

CONTACT NAME: Triton Global
PHONE (A/C, No, Ext): (866) 400-7674 x100 FAX (A/C, No): (866)651-3678
E-MAIL ADDRESS: quote@tritonagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Depositers Insurance Company	42587
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL177230564 3 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Deductible:$500 Per Occ	X	ACP3007831364	7/28/2017	7/28/2018	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER					GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
							$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS					COMBINED SING LE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
							$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $					EACH OCCURRENCE	$
						AGGREGATE	$
							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A				PER STATUTE OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is also listed as an additional insured, when requested in writing.

CERTIFICATE HOLDER
SMG & The City of Pembroke Pines
601 City Center Way
Pembroke Pines,, FL 33025

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
M. Rodriguez/GLOBAL

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ACORD 25 (2014/01)
INS025 (201401)

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CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

Workers Compensation Insurance
(Example)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/30/2017

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

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

PRODUCER
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

CONTACT NAME:
PHONE (AC, No, Ext): FAX (AC, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B: NorGUARD Insurance Company	31470
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $ 0
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $ 0
							MED EXP (Any one person) $ 0
							PERSONAL & ADV INJURY $ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $ 0
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG $ 0
	OTHER:						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	ALL OWNED AUTOS / SCHEDULED AUTOS / HIRED AUTOS / NON-OWNED AUTOS						BODILY INJURY (Per accident) $
							PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE $
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE $
	DED / RETENTION $						$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N / N/A	CEWC865515	07/11/2017	07/11/2018		PER STATUTE / OTH-ER; E.L. EACH ACCIDENT $ 500,000; E.L. DISEASE - EA EMPLOYEE $ 500,000; E.L. DISEASE - POLICY LIMIT $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Exclusions:
BRICE BENNETT; AISHA STYLES;

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

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IFB#RE-17-02

Quality Cleaning From Top To Bottom

DRUG-FREE WORKPLACE POLICY

Purpose and Goal

Ceiling To Floor Cleaning, Inc. is committed to protecting the safety, health and well being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

This organization encourages employees to voluntarily seek help with drug and alcohol problems.

Covered Workers

Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to executive management, supervisors, full-time employees, part-time employees and off-site employees.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours, whenever conducting business or representing the organization, while on call, paid standby, while on organization property and at company-sponsored events.

Prohibited Behavior

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Notification of Convictions

Any employee who is convicted of a criminal drug violation in the workplace must notify the organization in writing within five calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Drug Testing

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

Each employee, as a condition of employment, will be required to participate in random, post-accident and reasonable suspicion testing upon selection or request of management.

The substances that will be tested for are: Cannabinoids (THC), Cocaine, Phencyclidine (PCP), Alcohol, Methaqualone and Methadone.

Testing for the presence of alcohol will be conducted by analysis of breath.

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

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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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CEILING to FLOOR CLEANING

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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Quality Cleaning From Top To Bottom

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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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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CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

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 #: RE-17-02

Solicitation Title: _____

Aisha Styles	Amelia Mohamed
(Contractor Representative's Printed Name)	(City Representative's Printed Name)
A. Styles	
(Contractor Representative's Signature)	(City Representative's Signature)
(Contractor's Company)	(City Representative's Department)
(Contractor's Phone Number)	(City Representative's Phone Number)
	10/18/17
(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.

(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@ctfcleaning.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)

- [x] **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:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
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
46-3081997

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.

Cat. No. 10231X Form **W-9** (Rev. 12-2014)

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 ☑

Studio 18
11 01 Foreman Drive
Pembroke Pines, 33025

Item #	Scope of Work Section	Daily	Unit Cost	QTY	Total Annual Cost
1	As per Scope of Work Section #1.7.1	Daily	BidSync	264	
			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	BidSync	52	
			Total Cost for This Area		

Item #	Scope of Work Section	Hr./Annually	Unit Cost	QTY	Total Annual Cost
3	As per Scope of Work Section #1.7.3	Hr./Annually	BidSync	2	
			Total Cost for This Area		

FOR FUTURE ADDITIONAL REQUIREMENTS

Item #	Flat Case Standards (If applicable)	Per Request	Total Cost	QTY	
4	As per Scope of Work Section #1.8	Cost Per S/F	BidSync	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, Inc.**	**11/1/2017**
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**

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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) PREFEREENCE

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) PREFEREENCE 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, it 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**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/18/2018

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

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

PRODUCER

Triton Insurance Group
100 N State Road 7
Unit 304
Margate FL 33063

CONTACT NAME: Triton Global
PHONE (A/C, No, Ext): (866)400-7674 x100
FAX (A/C, No): (866) 657-3678
E-MAIL ADDRESS: quote@tritonagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Depositers Insurance Company	42587
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Ceiling to Floor Cleaning Inc
1431 SW 6 Way

Deerfield Beach FL 33441

COVERAGES **CERTIFICATE NUMBER:** CL1772805643 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		ACP3007831364	7/28/2017	7/28/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Deductible:$500 Per Occ						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured Status Afforded where required by written contract.

The City of Pembroke Pines is listed as an additional insured with respect to this coverage

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W Michaud/GLOBAL

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/30/2017

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

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

PRODUCER	CONTACT NAME:		
AP INTEGO INSURANCE GROUP 375 Woodcliff Drive Suite 103 Fairport, NY 14450	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
INSURED Ceiling To Floor Cleaning, Inc. PO Box 880 Fort Lauderdale, FL 33302	INSURER B : NorGUARD Insurance Company		31470
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 0
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 0
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 0
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CEWC865515	07/11/2017	07/11/2018	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Exclusions:
BRICE BENNETT; AISHA STYLES;

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

David D. Simmons

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JEFF ATWATER
CHIEF FINANICAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/26/2017 **EXPIRATION DATE:** 5/26/2019

PERSON: BENNETT BRICE

FEIN: 463081997

BUSINESS NAME AND ADDRESS:

CEILING TO FLOOR CLEANING, INC.

10155 SW 170TH TERRACE ,

MIAMI FL 33157

SCOPE OF BUSINESS OR TRADE:

Janitorial Services By
Contractors-No Window
Cleaning Above Ground Level &
Drivers

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

Image

JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 8/16/2016 **EXPIRATION DATE:** 8/16/2018

PERSON: STYLES AISHA A

FEIN: 463081997

BUSINESS NAME AND ADDRESS:

CEILING TO FLOOR CLEANING, INC.

P.O. BOX 880

FORT LAUDERDALE FL 33302

SCOPES OF BUSINESS OR TRADE:

JANITORIAL SERVICES BY
CONTRAC

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

Progressive
P.O. Box 94739
Cleveland, OH 44101

1-800-895-2886

PROGRESSIVE COMMERCIAL

Policy number: 02959183-1
Underwritten by:
PROGRESSIVE EXPRESS INS COMPANY
January 11, 2018

Certificate of Insurance

Certificate Holder

CEILING TO FLOOR
3187 NORTHWEST 85 TH AVE
CORAL SPRINGS, FL 33065

Insured

CEILING TO FLOOR
CLEANING, INC.
3187 NORTHWEST 85 TH AVE
CORAL SPRINGS, FL 33065

Agent

PROG COMMERCIAL
PO BOX 94739
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Apr 2, 2017 Policy Expiration Date: Apr 2, 2018

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	$1,000,000 COMBINED SINGLE LIMIT
PERSONAL INJURY PROTECTION	$10,000 W/$0 DED - NAMED INSURED ONLY

Description of Location/Vehicles/Special Items

Scheduled autos only

1998 GMC SAFARI 1GTDM19W0WB530212

Certificate number

01118NET183

Form 5241 (10/02)

CEILING to FLOOR CLEANING

Quality Cleaning From Top To Bottom

January 18, 2018

The City of Pembroke Pines (City Hall)
Finance Department/Risk Department
601 SW City Center Way
Pembroke Pines, Fl 33025

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

Attention Mr. Tyler Harrel:

With respect to the Worker's Compensation Insurance coverage for Ceiling To Floor Cleaning, Inc., the following officers of the company are excluded for the following reasons:

Bennett, Brice:
Officer is not directly providing the daily tasks associated with the cleaning services

Styles, Aisha:
Officer is not directly providing the daily tasks associated with the cleaning services

Please note that a Certificate of Insurance as proof of Worker's Compensation coverage, valid exemptions that were filed with the State of Florida and a statement from the insurance carrier are either attached or have been provided.

Thank you in advance for the opportunity to work with the City of Pembroke Pines and we hope the information provided is satisfactory. If you have any questions and/or concerns, please do not hesitate in asking.

Sincerely,

Aisha Styles
President/CEO

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.