

AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE CITY OF COCONUT CREEK
AND
SUNSHINE CLEANING SYSTEMS, INC.
FOR
JANITORIAL SERVICES
RFP NO. 09-02-20-09

This Amendment No. 1 to the Agreement between the City of Coconut Creek and Sunshine Cleaning Systems, Inc. dated October 22, 2020 is made this 9th day of December, 2021 by and between the City of Coconut Creek, Florida, (the "City"), and Sunshine Cleaning Systems, Inc. (interchangeably referred to as the "Vendor" or "Contractor") both of whom agree to the following terms and conditions.

WITNESSETH:

WHEREAS, Contractor is in the business of providing janitorial services and the City has multiple facilities that require consistent cleaning and sanitation services; and

WHEREAS, on October 22, 2020, the City and Contractor signed an agreement for ongoing janitorial services which consists of furnishing all labor, supplies, equipment, tools, service, and supervision necessary to perform and maintain City facilities in a work-conducive, neat, clean, and orderly condition (hereinafter referred to as "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to add specific janitorial services, specifically deep cleaning services on a semi-annual basis, at the following locations for the corresponding pricing:

1. Temporary Fire Station 113, located at 5450 Wiles Road, Coconut Creek, FL 33073 at a rate of \$3,360.00;
2. Fire Station 50, located at 4500 Coconut Creek Parkway, Coconut Creek, FL 33066 at a rate of \$5,957.90; and
3. Fire Station 94, located at 4455 Sol Press Boulevard, Coconut Creek, FL 33073 at a rate of \$3,348.80; and

WHEREAS, Contractor and City will coordinate twice per year, roughly six (6) months apart, for the commencement of such detail deep cleaning services to all three (3) fire stations listed above, furnishing all labor, supplies, equipment, tools and supervision to meet the scope of janitorial services as described in detail herein; and

WHEREAS, the parties further desire to amend the Agreement to provide for additional recurring cleaning services, consistent with the scope of janitorial services as described in SECTION III, "DETAILED REQUIREMENTS – SCOPE OF SERVICES," of the RFP No. 09-02-20-09, incorporated by reference into the Agreement pursuant to paragraph 1) "The Contract Documents," for the newly constructed Sabal Pines Park

Restrooms located at 5005 NW 39 Avenue, Coconut Creek, FL 33073 at a rate of \$767.70 per month; and

WHEREAS, Contractor and City will coordinate the commencement of the additional cleaning services for the new Sabal Pines Park Restrooms once those facilities come into use by the public; and

WHEREAS, Contractor and City agree that Fire Station #113, 6000 Wiles Road (Temporary trailer, 2856 sq. ft.) is fully operational at the present time and, rather than the as-needed services that were previously established, it needs recurring cleaning services, consistent with the scope of janitorial services as described in SECTION III, "DETAILED REQUIREMENTS – SCOPE OF SERVICES," of the RFP No. 09-02-20-09, incorporated by reference into the Agreement pursuant to paragraph 1) "The Contract Documents;" and

WHEREAS, the recurring janitorial services for Fire Station #113, 6000 Wiles Road (Temporary trailer, 2856 sq. ft.) will be performed at the rate previously established for the as-needed services, specifically \$716.38 per month; and

WHEREAS, last, the parties desire to amend the Agreement to include certain provisions required by recent changes in Florida law; and

WHEREAS, the City has the ability to enter into this Amendment No. 1 to the Agreement, under state law and its Home Rule Powers for the protection of the public health, safety and welfare of its citizens.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the legal sufficiency of which is acknowledged by the parties, the City and Contractor hereby agree as follows:

1. The recitations referred to above are hereby incorporated herein. Language changes to the Agreement as provided in this Amendment No. 1 are depicted as follows: words in strike through type are deletions from existing text; words in underscored type are additions to existing text; and a line of asterisks (***) indicates existing text is not shown.

2. Through this Amendment No. 1, the parties desire to supersede and replace Exhibit "A," the Schedule of Proposal Prices, which was attached to the Agreement dated October 22, 2020, with the new Exhibit "A-1," as attached to this Amendment No. 1. The new Exhibit "A-1" includes pricing for services at each City facility. All references throughout the Agreement to Exhibit "A" will now be read as Exhibit "A-1."

3. The parties desire to amend the Agreement by adding the following state law-required paragraphs onto the end of the Agreement, starting after the last numbered paragraph 15), not titled, and inserting the additional paragraphs as follows:

16) E-Verify Requirements

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order

to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat. as amended.

17) Antitrust Violations; Denial or Revocation under Section 287.137, Fla. Stat.

Pursuant to Section 287.137, Fla. Stat., (enacted under Chapter 2021-32, Laws of Florida) effective July 1, 2021, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

18) Trade Secrets and Proprietary Confidential Business Information

Documents submitted by Contractor which constitute trade secrets as defined in Section 812.081, Fla. Stat., as amended from time to time, or proprietary confidential business information as defined in Section 119.0713(4), as amended from time to time, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Contractor's interpretation of the term "trade secrets" or "proprietary confidential business information," Contractor must provide a separate written indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential business information actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the

documentation was released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County to prevent the City's release of the requested records.

4. The parties desire to amend the Agreement by amending the RFP No. 09-02-20-09, incorporated into the Agreement pursuant to paragraph 1) "The Contract Documents," to edit Section 6, "Additional Provisions," of SECTION III, "DETAILED REQUIREMENTS – SCOPE OF SERVICES," within the RFP to read as follows:

6. Additional Provisions

6.8 Detail Deep Cleaning Services

Included within the scope of work described herein, ordered as a bundled service package detailed in Exhibit "A-1," is the need to keep certain facilities clean and sanitized through Detail Deep Cleaning Services. Detail Deep Cleaning Services include all of the services described in the RFP, including but not limited to every line item service described within Section 7, "Frequency of Duties," under the headings of "Nightly/Daily Duties," "Weekly Duties," "Monthly Duties," "Quarterly Duties," and "Semi-annual Duties," all bundled into one package of services commenced and completed in a 24-hour period. The Contractor and City shall coordinate, in writing, twice per year, roughly six (6) months apart for certain City facilities to receive such Detail Deep Cleaning Services.

6.9 Pro-Rated Charges

For "As-needed" services described on Exhibit "A-1," which are delivered on an intermittent basis upon written request by the City, and are provided for a period less than a full continuous month (day for day), Contractor will only charge City a pro-rated price for the number of days in that month for which the services were rendered. The parties agree that the pro-rated daily price will be determined by dividing the monthly rate by the number of days in that given month of use. When billed for daily use on an "as-needed" basis, the City shall get the benefit of services traditionally received for a full day's work at other similar City facilities.

5. The parties desire to amend the Agreement by amending the RFP No. 09-02-20-09, incorporated into the Agreement pursuant to paragraph 1) "The Contract Documents," to edit Section 9, "City Facilities," of SECTION III, "DETAILED REQUIREMENTS – SCOPE OF SERVICES," within the RFP to read as follows:

9. City Facilities

The City, at its own discretion, may choose to expand or reduce contracted janitorial services to City facilities in the future under the same General Terms and Conditions, Special Terms and Conditions, and Detailed Requirements – Scope of Services described herein.

| Daytime | | Facility Address | Work Days | Approximate Square Footage | Cleaning Hours |
|---------|---|--|-----------------|----------------------------|-------------------|
| 7. | Fire Station # 94 office area only. | 4455 Sol Press Blvd. | MON – TH | 4,453 | 8 am – 6 pm |
| 8. | Police Department | 4800 W. Copans Rd. | MON – TH | 15,931 | 8 am – 6 pm |
| 9. | Parks with restrooms and Pavilions | Multiple locations - See below | MON – SUN | 29,989 | 7 am – 5 pm |
| 10. | Parks without Restroom and Pavilions | Multiple locations - See below | MON – SUN | n/a | 7 am – 5 pm |
| 11. | Sabal Pines Parks, code compliance and recreation offices. | 5005 NW 39 Ave. | MON – TH | 4100 | 8 am – 6 pm |
| 12. | City Commission Offices, Chambers, and Human Resources Department | 4800 W. Copans Rd. | MON – TH | 6,453 | 8 am – 6 pm |
| 13. | Records Department 2 nd floor | 4900 W. Copans Rd. | MON - TH | 1000 | 8 am - 6pm |
| 14. | Fire Station #113 | <u>6000 Wiles Rd.</u> (Temporary Trailer) | <u>MON - TH</u> | <u>2856</u> | <u>8 am - 6pm</u> |

6. All other terms and conditions of the Agreement dated October 22, 2020 not in conflict with this Amendment No. 1 shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 the day and year first above written: the CITY OF COCONUT CREEK, through its City Manager, and Sunshine Cleaning Systems, Inc., signing by and through its President/Vice President, an authorized signatory, are duly authorized to execute same.

CITY OF COCONUT CREEK, FLORIDA

By: Karen M Brooks
Karen M. Brooks, City Manager

Approved as to Legal Sufficiency
and Form:

ATTEST:

By: Marianne Bowers
Marianne Bowers, Interim City Clerk

By: Eve M. Lewis for
Terrill C. Pyburn, City Attorney
Eve M. Lewis, Assist. City Attny

[Contractor Signatures to follow]

EXHIBIT "A-1"

**CITY OF COCONUT CREEK
JANITORIAL SERVICES
RFP NO. 09-02-20-09**

SCHEDULE OF PROPOSAL PRICES

| Line | Description | UOM | QTY | Unit |
|-------------|--|------------|------------|-------------|
| 1 | A. BUILDINGS | | | |
| 1.1 | City Hall | MO. | 1 | \$4,123.44 |
| 1.2 | Police Department and Records | MO. | 1 | \$2,926.43 |
| 1.3 | City Commission Offices | MO. | 1 | \$881.38 |
| 1.4 | Public Works EOC and Information Technology | MO. | 1 | \$2,048.25 |
| 1.5 | Utilities and Engineering | MO. | 1 | \$2,173.06 |
| 1.6 | Fire Department Substation #94 - Offices Only | MO. | 1 | \$653.83 |
| 1.7 | Sabal Pines Parks Offices | MO. | 1 | \$881.08 |
| 1.8 | 911 Dispatch | MO. | 1 | \$2,102.93 |
| 1.9 | Community Center - Cleaned two (2) times per day | MO. | 1 | \$3,592.02 |
| 1.10 | Recreation Complex - Cleaned two (2) times per day | MO. | 1 | \$4,090.02 |
| 1.11 | Fire Station #113, 6000 Wiles Road (Temporary trailer, 2856 sq. ft.) | MO. | 1 | \$716.38 |
| 2 | B. PARKS AND PAVILLIONS | | | |
| 2.1 | Community Center (outside only) | MO. | 1 | \$1,023.60 |
| 2.2 | Recreation Complex (outside only) | MO. | 1 | \$1,023.60 |
| 2.3 | Windmill Park | MO. | 1 | \$1,023.60 |
| 2.4 | Hosford Park | MO. | 1 | \$1,023.60 |
| 2.5 | Donaldson Park | MO. | 1 | \$1,023.60 |
| 2.6 | George S. Gerber Park | MO. | 1 | \$1,023.60 |
| 2.7 | Winston Park | MO. | 1 | \$1,023.60 |
| 2.8 | Cypress Park | MO. | 1 | \$1,023.60 |
| 2.9 | Sabal Pines Park | MO. | 1 | \$3,130.36 |
| 2.10 | Lakeside Park | MO. | 1 | \$1,023.60 |
| 2.11 | Sabal Pines Park Newly Constructed Restroom Facilities | MO. | 1 | \$767.70 |
| 3 | C. PARKS WITHOUT RESTROOM AND PAVILLIONS | | | |
| 3.1 | Veterans Park | MO. | 1 | \$511.80 |
| 3.2 | Sunshine Drive Park | MO. | 1 | \$511.80 |
| 3.3 | Pond Apple Park | MO. | 1 | \$511.80 |
| 3.4 | Lyons Creek Field Area | MO. | 1 | \$511.80 |
| 3.5 | Lakewood Park | MO. | 1 | \$511.80 |
| 3.6 | Coco Point Park | MO. | 1 | \$511.80 |
| 4 | D. ADDITIONAL SERVICES AS NEEDED ONLY | | | |
| 4.1 | Spray buff resilient floors | SQ. FT. | 1 | \$0.20 |
| 4.2 | Carpet shampooing | SQ. FT. | 1 | \$0.135 |
| 4.3 | Floor stripping, waxing, and sealing | SQ. FT. | 1 | \$0.38 |
| 4.4 | Cleaning and sealing grout lines | SQ. FT. | 1 | \$0.38 |
| 4.5 | Glass cleaning | SQ. FT. | 1 | \$0.07 |

| | | | | |
|----------|---|----------------|--------------|---------------------|
| 4.6 | Pressure cleaning | SQ. FT. | 1 | \$0.065 |
| 4.7 | Carpet shampooing (extraction method) | SQ. FT. | 1 | \$0.155 |
| 4.8 | Upholstery shampooing | SQ. FT. | 1 | \$0.35 |
| 5 | E. ADDITIONAL LOCATIONS AS NEEDED ONLY | | | |
| 5.1 | City Manager / City Attorney Suites, 4800 W. Copans Rd. (3384 sq. ft.) | MO. | 1 | \$848.82 |
| 5.2 | Fire station #50, 4500 Coconut Creek Parkway (4583 sq. ft.) | MO | 1 | \$1,149.57 |
| 5.3 | Fire Station #94. 4455 Sol Press Blvd. (2576 sq. ft.)- (Sleeping quarters, kitchen Locker rooms only) | MO. | 1 | \$846.15 |
| 5.4 | Fire Station #113, 6000 Wiles Road (Temporary trailer, 2856 sq. ft.) Reserved. | MO. | 1 | \$716.38 |
| 5.5 | Rowe Community Center, 900 NW 43 Ave. (3553 sq. ft.) | MO. | 1 | \$891.21 |
| 6 | F. HOURLY RATES FOR EMPLOYEES AND ADDITIONAL SERVICES | | | |
| 6.1 | Vendor to propose "Employee" hourly rate (minimum of \$12.77/hr. not including benefits) | HR. | 1 | \$12.77 |
| 6.2 | Vendor to propose "Employee" annual wage hourly escalation (minimum of three (3%) percent) | % | | 3.0% |
| 6.3 | Additional: One (1) Person for general duties | HR. | 1 | \$19.96 |
| 6.4 | Additional: One (1) Person for electrostatic spraying | HR. | 1 | \$37.50 |
| 7 | G. MATERIALS AND SUPPLIES (Percentage markup) | | | |
| 7.1 | Please state your percentage markup for Materials and Supplies | % | | 10.0% |
| 8 | H. DETAIL DEEP CLEANING SERVICES | | | |
| 8.1 | Fire Station #50 - Semi-annual detail deep cleaning (\$2,978.95 x 2) | YR | 2X | \$5,957.90 |
| 8.2 | Fire Station # 94 - Semi-annual detail deep cleaning (\$1,674.40 x 2) | YR | 2X | \$3,348.80 |
| 8.3 | Fire Station #113 - Semi-annual detail deep cleaning (\$1,680.00 x 2) | YR | 2X | \$3,360.00 |

Note 1: Contractor agrees to supply services at the prices bid in the accordance with the terms, conditions, and specifications contained in RFP No. 09-02-20-09. All price information to be used in the RFP evaluation should be on this page.

Note 2: At the time of the City Commission's approval of the Agreement, the budget allocation of \$741,327 included the value of an amendment of this nature. See Resolution 2020-209 and Agenda Item Report – Fiscal Impact.