

**AGREEMENT**  
*between*  
**THE CITY OF COCONUT CREEK**  
*And*  
**SUNSHINE CLEANING SYSTEMS, INC.**  
*for*  
**JANITORIAL SERVICES**  
**RFP NO. 09-02-20-09**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Sunshine Cleaning Systems, Inc., a Florida corporation with offices located at 3445 NE 12<sup>th</sup> Terrace, Fort Lauderdale, FL 33334 (the "Vendor") to provide Janitorial Services pursuant to RFP No. 09-02-20-09.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

**1) The Contract Documents**

The contract documents consist of this Agreement, conditions of the contract of RFP No. 09-02-20-09, all addenda issued prior to execution of this Agreement, and any subsequent properly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated herein. In the event of a conflict between the aforementioned documents, this Agreement will control, followed by the RFP documents, and addenda, in that order.

**2) The Work**

The Vendor shall perform all work for the City required by the contract documents and RFP No. 09-02-20-09, as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor 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 the Vendor, its employees, agents or subcontractors, if any, with respect to the work and

services described herein. The Vendor/Contractor further warrants that there has been no violation of copyrights or patent rights either in the United State of America or in foreign countries in connection with the work of the contract.

**3) Contract Price**

The Agreement shall be performed in current funds with pricing pursuant to Exhibit "A" - Schedule of Proposal Prices and as per the approved budget.

**4) Contract Term**

The initial Agreement period shall be for three (3) years commencing on November 6, 2020 upon Commission Approval.

**5) Contract Extension**

The City reserves the right to extend the Agreement for two (2) additional one (1) year periods, providing both parties agree to the extension in writing; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

**6) Conditions for Emergency/Hurricane or Disaster**

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood, pandemic or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public safety and health, as determined by the City Manager. Awarded Vendor/Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency, pandemic or hurricane. Awarded Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

**7) Independent Contractor**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor/Contractor is an independent Vendor/Contractor under this Agreement and not the City's employee for any 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 Worker's Compensation Act, and the State Unemployment Insurance law. The Vendor/Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's/Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor/Contractor, which policies of Vendor/Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Vendor's/Contractor's funds provided for herein. The Vendor/Contractor agrees that it is a separate and independent enterprise from the City, that it had 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 Vendor/Contractor and the City and the City will not be liable for any obligation incurred by Vendor/Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

**8) Assignment and Subcontracting**

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Vendor/Contractor without the express written consent of the City Commission, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Vendor/Contractor.

**9) Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

CITY

City Manager  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33063  
With a copy to the City Attorney at the same address.

VENDOR

Laura Coenen, CEO  
Sunshine Cleaning Systems, Inc.  
3445 NE 12<sup>th</sup> Terrace  
Ft. Lauderdale, FL 33334  
Phone: 954-772-0884  
Fax: 954-566-7329  
Email: [Laura@sunclean.com](mailto:Laura@sunclean.com)

**10) Agreement Subject to Funding**

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.

**11) Venue**

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 is situated exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

**12) Signatory Authority**

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

**13) Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to

such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**14) Merger; Amendment**

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

- 15)** 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.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Sunshine Cleaning Systems, Inc., signing by and through Laura Coenen, CEO, duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:

\_\_\_\_\_  
Karen M. Brooks, City Manager      Date

\_\_\_\_\_  
Leslie Wallace May      Date  
City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney      Date

[Vendor's Signature to Follow]

**VENDOR**

ATTEST:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Signature of President/Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type/Print Name of Corporate Secy.

\_\_\_\_\_  
Type/Print Name of President/Owner

(CORPORATE SEAL)

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public  
State of Florida at Large

\_\_\_\_\_  
Print, Type or Stamp  
Name of Notary Public

- Personally known to me or
- Produced Identification

\_\_\_\_\_  
Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

# EXHIBIT "A"

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

### SCHEDULE OF PROPOSAL PRICES

Line	Description	UOM	QTY	Unit
<b>1</b>	<b>A. BUILDINGS</b>			
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
<b>2</b>	<b>B. PARKS AND PAVILLIONS</b>			
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

<b>3</b>	<b>C. PARKS WITHOUT RESTROOM AND PAVILLIONS</b>			
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
<b>4</b>	<b>D. ADDITIONAL SERVICES AS NEEDED ONLY</b>			
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
<b>5</b>	<b>E. ADDITIONAL LOCATIONS AS NEEDED ONLY</b>			
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.)	MO.	1	\$716.38
5.5	Rowe Community Center, 900 NW 43 Ave. (3553 sq. ft.)	MO.	1	\$891.21
<b>6</b>	<b>F. HOURLY RATES FOR EMPLOYEES AND ADDITIONAL SERVICES</b>			
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



<b>7</b>	<b>G. MATERIALS AND SUPPLIES (Percentage markup)</b>			
7.1	Please state your percentage mark up for Materials and Supplies	%		10.0%

**NOTE:**

Proposer agrees to supply services at the prices bid in 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.

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