



## Qualifications and Experience

### Ability to Perform the Scope of Services & Work Plan

The Pressure Cleaning Man has over **15 years of proven experience** providing comprehensive pressure cleaning services to municipalities, community associations, and commercial clients throughout South Florida. We are fully licensed to conduct business in the State of Florida and maintain all required insurance coverages, including General Liability, Workers' Compensation, and Commercial Auto Liability.

Our team is trained in **OSHA-compliant safety practices** and experienced in operating commercial-grade equipment, including surface cleaners, hot-water pressure units, soft wash systems, lifts for elevated work, and water recovery systems. Our methodology ensures superior results while protecting surfaces, vegetation, and the environment.

### Work Plan / Methodology

1. **Pre-Service Inspection** – Identify high-priority cleaning areas, sensitive vegetation, and safety hazards.
2. **Surface Preparation** – Clear debris and pre-wet vegetation as necessary.
3. **Cleaning Execution** – Apply appropriate cleaning method (soft wash, high-pressure cleaning, or combined) per surface type.
4. **Chemical Treatment** – Apply diluted sodium hypochlorite for algae control following our documented **Chemical Application Process**: proper PPE usage, precise dilution ratios, controlled application, and prevention of oversaturation.
5. **Rinsing & Protection** – Thorough rinse of surfaces and vegetation to eliminate chemical residue.
6. **Final Inspection & Reporting** – Walkthrough with client representative, providing before/after documentation.
7. **Waste Disposal & Equipment Cleanup** – Dispose of solutions per MSDS and local regulations, clean all equipment for next deployment.



### Minimum Qualifications

- **Years in Business:** Over 15 years in professional pressure cleaning.
- **Similar Service Experience:** Active municipal contracts with **City of Hallandale Beach, City of Tamarac, City of Greenacres, and City of Riviera Beach**, plus multiple CDDs and HOAs.
- **Fieldwork Capabilities:** Multiple trained crews, a full fleet of pressure washing units, lifts, and water recovery systems.
- **Chemical Safety Expertise:** Trained in safe handling and application of sodium hypochlorite, as supported by our SDS (HDX Outdoor Bleach – Sodium Hypochlorite, CAS 7681-52-9, 5–10% concentration).

### Licensing

In 2025, Broward County officially eliminated the requirement for a specific Pressure Cleaning Services license. We have attached a copy of our valid license from the previous year along with the official County communication confirming this change. The Pressure Cleaning Man remains in full compliance with all applicable business registration requirements in the State of Florida. We also maintain all required insurance coverage, including **General Liability, Workers' Compensation, and Commercial Auto Insurance**, meeting or exceeding the City's insurance requirements for this RFP.

ROOF PAINTING AND CLEANING

11-RP-17299-X  
AGUILAR, MICHAEL S. - QUALIFYING  
THE PRESSURE CLEANING MAN, INC.  
13476 SW 22 ST  
MIRAMAR FL 33027  
EXPIRES 06/30/2025



**CERTIFICATE OF COMPETENCY**

Detach and **SIGN** the reverse side of this card **IMMEDIATELY** upon receipt! You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

AGUILAR, MICHAEL S.  
13476 SW 22 ST  
MIRAMAR FL 33027

**BROWARD COUNTY, FLORIDA  
CERTIFICATE OF COMPETENCY**

CC# ROOF PAINTING AND CLEANING  
11-RP-17299-X  
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# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026**

**Business Name:** THE PRESSURE CLEANING MAN

**Receipt #:** 325-227059  
**Business Type:** CLEANING/JANITORIAL (PRESURE CLEANING)

**Owner Name:** MICHAEL AGUILAR  
**Business Location:** 17713 SW 24 CT  
MIRAMAR

**Business Opened:** 08/28/2009  
**State/County/Cert/Reg:**  
**Exemption Code:**

**Business Phone:** 954-328-8964

**Rooms**                      **Seats**                      **Employees**                      **Machines**                      **Professionals**  
1

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

Receipt Fee 33.00  
Packing/Processing/Canning Employees 0.00

**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:**

MICHAEL AGUILAR  
17713 SW 24 CT  
MIRAMAR, FL 33029

**Receipt #** WWW-24-00293226  
**Paid** 08/25/2025 33.00

**2025 - 2026**

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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Signature	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

**Receipt #** WWW-24-00293226  
**Paid** 08/25/2025 33.00

## Chemical Application Process

Using sodium hypochlorite as an algaecide after pressure cleaning can effectively prevent algae growth and keep surfaces clean for longer periods. Here's The Pressure Cleaning Man's guide on how to apply sodium hypochlorite as an algaecide after pressure cleaning:

### 1. Safety Precautions:

- Wear appropriate personal protective equipment (PPE), to prevent contact with the bleach solution.
- Work in a well-ventilated area to minimize inhalation of fumes.
- Keep bystanders away from the treated area.

### 2. Dilution:

- Determine the appropriate dilution ratio for the sodium hypochlorite solution based on the concentration of the bleach and the severity of algae growth. A typical dilution ratio for algae control is 1 part bleach to 10 parts water, but this can vary.
- Fill the pressure washer's detergent tank or chemical injection system with the diluted sodium hypochlorite solution. Following the manufacturer's recommendations for dilution ratios.

### 3. Application:

- Spray the solution onto the surface that has been pressure cleaned, focusing on areas prone to algae growth such as shaded or damp areas.
- Ensure thorough coverage of the surface with the solution but avoid oversaturating the area.

### 4. Rinsing:

- Use a garden hose or a gentle spray setting on a pressure washer to rinse the vegetation thoroughly with clean water.
- Start from the top of the vegetation and work your way down to ensure complete coverage.
- Pay special attention to areas where runoff from the sodium hypochlorite solution may have accumulated, such as the base of plants or in low-lying areas.

### 5. Cleanup:

- Dispose of any leftover sodium hypochlorite solution according to local regulations.
- Rinse out the sprayer equipment thoroughly to remove any traces of bleach.

### 6. Safety Aftercare:

- Wash your hands thoroughly after handling bleach.

**CERTIFICATE OF INSURANCE**

**SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.**

This certifies that: ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois, or  
☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois  
has coverage in force for the following Named Insured as shown below :

Named Insured THE PRESSURE CLEANING MAN, INC

Address of Named Insured 13476 SW 22<sup>ND</sup> ST  
MIRAMAR, FL 33027-2674

POLICY NUMBER	K73-1000-C22-59	G48-7716-F05-59B	J32 5418-D02-59A	J86-0416-A27-59A
EFFECTIVE DATE OF POLICY	03/22/2025 - 09/22/2025	06/05/2025 - 12/05/2025	04/02/2025 - 10/02/2025	07/27/2025 - 01/27/2026
DESCRIPTION OF VEHICLE	2022 ISUZU NPR-HD 54DC4J1D2NS201298	2015 INTL 4300M7 3HAMMMML8FL740565	2019 ISUZU NQR JALE5W165K7900723	2021 ISUZU NRR FLAT BED JALE5J168M7900995
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY				
a. Bodily Injury Each Person	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
a. Bodily Injury Each Accident	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
b. Property Damage	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
c. Bodily Injury & Property Damage Single Limit Each Accident				
PHYSICAL DAMAGE COVERAGES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible
a. Comprehensive				
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible
EMPLOYER'S NON-OWNERSHIP COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

  
Signature of Authorized Representative

LICENSED  
AGENT  
Title

6590

Agent's Code Number

08/14/2025

Date

Name and Address of Certificate Holder

City of Coconut Creek  
Procurement Division  
4800 West Copans Road  
Coconut Creek, FL 33063

Name and Address of Agent

CARLOS LUIS INSURANCE AGENCY  
6001 SW 40<sup>TH</sup> STREET  
MIAMI, FL 33155-5209  
BUSINESS: 305-663-2300

FAX: 305-663-1921

Check if a permanent Certificate of Insurance for liability coverage is needed: ☐

Check if the Certificate Holder should be added as an Additional Insured: ☐

Remarks: WAIVER OF SUBROGATION INCLUDED IN AUTO POLICY. ABOVE ENTITY HAS BEEN ADDED AS ADDITIONAL INSURED TO THE POLICIES REFERNCED ABOVE.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2025

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).

<b>PRODUCER</b> 1st Allegiant Insurance, LLC 12555 Orange Dr Ste. 245 Davie FL 33330	<b>CONTACT NAME:</b> Karen Ruiz <b>PHONE (A/C, No, Ext):</b> (954)378-3235 <b>E-MAIL ADDRESS:</b> support@1stallegiant.com <b>FAX (A/C, No):</b> (954)323-5477
<b>INSURED</b> The Pressure Cleaning Man Inc 13476 SW 22nd St Miramar FL 33027	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Midvale Indemnity Company <b>INSURER B:</b> American Interstate Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 27138 318950

**COVERAGES****CERTIFICATE NUMBER:** 1 Basic Liab Cert**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CP00163807	06/15/2025	06/15/2026	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				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
						Employee Benefits \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AVWCFL3369692025	04/24/2025	04/24/2026	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

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

**CERTIFICATE HOLDER****CANCELLATION**City of Coconut Creek Procurement Division  
4800 West Copans Road

Coconut Creek

FL 33063

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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**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  The Pressure Cleaning Man Inc,
	<b>2</b> Business name/disregarded entity name, if different from above.
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. 13476 SW 22 ST  <b>6</b> City, state, and ZIP code Miramar, FL 33027  <b>7</b> List account number(s) here (optional)
Requester's name and address (optional)	

**Part I Taxpayer Identification Number (TIN)**

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

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-			-			
<b>or</b>									
<b>Employer identification number</b>									
6	1		-	1	5	9	7	0	7 1

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

**Sign Here**    **Signature of U.S. person**    *Micahel Aguilar*

**Date**    01/01/2025

**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Hello,

This notification is from the Broward County Building Code Division.

This email is being sent to confirm that effective 7/1/2025 certain licenses have been preempted and can no longer be renewed or issued by the local authority. If you are receiving this email, the license attached to this email address falls into one of the preemption categories. Please see below for a brief description of House Bill 735. To read the bill in its' entirety, please visit [2021 Bill Summaries - The Florida Senate](#).

### **Florida House Bill 735 on the Certificate of Competency**

The bill specifically prohibits local governments from requiring a license for a person whose job scope does not substantially correspond to that of a contractor or journeyman type licensed by the Construction Industry Licensing Board, within the Department of Business and Professional Regulation. It specifically precludes local governments from requiring a license for: painting, flooring, cabinetry, interior remodeling, driveway or tennis court installation, handyman services, decorative stone, tile, marble, granite, or terrazzo installation, plastering, stuccoing, caulking, and canvas awning and ornamental iron installation.

Thank you.



Resilient Environment Department  
**BUILDING CODE /Administration**

2307 W. Broward Blvd. Suite 300 | Fort Lauderdale, Florida 33312  
954.765.4400

[Broward.org/building](http://Broward.org/building)

## References

Project Name	Scope of Services Provided	Cost of Project (2020-2025)	Contact Person & Title	Business Address	Phone	Email	Start Date	Completion Date
City of Hallandale Beach	Pressure cleaning of sidewalks, curbs, parking areas, and building exteriors at multiple municipal facilities.	\$248,550.60	Eustacio La Rosa	630 N.W. 2 ST Hallandale Beach, FL 3	954-457-1609	ELAROSA@COHB.ORG	2017	Present
City of Tamarac	Pressure cleaning and soft washing of city hall, community centers, and public facilities. Included roof cleaning, wall washing, and driveway/parking lot cleaning.	\$114,840.62	Mike Cain	10101 State St, Tamarac, FL, 33321	954-597-3723	Mike.Cain@tamarac.org	2024	Present
City of Greenacres	Pressure cleaning of sidewalks, pavilions, public restrooms, and park structures. Included algae treatment and protective sealant application on concrete surfaces.	\$46,391.01	Dario E. Rubi	5750 Melaleuca Ln, Greenacres, FL, 33463	561-642-2072	DRubi@greenacresfl.gov	2023	Present
City of Riviera Beach	Soft wash cleaning of public buildings, civic center plaza, and sidewalks. Included removal of gum, mildew, and oil stains.	\$22,089.60	Bernard Buxton-Tetteh	1481 W 15th St Riviera Beach, FL, United States	561-845-4080	btetteh@rivierabeach.org	2025	Present
Special District Services	Sidewalk pressure cleaning, monument washing, and pool deck maintenance	\$416,024.18	Armando Silva	8785 Sw 165 Ave, Miami, FL, 33193	786-313-3661	Asilva@sdsinc.org	2016	Present



## Proposal Confirmation

In accordance with the requirements to provide Pressure Cleaning Services pursuant to RFP No. 08-27-25-11, the undersigned submits the attached proposal.

Proposer accepts and hereby incorporates by reference in this proposal all of the terms and conditions of the scope of work, including EPA Standards, Motor Vehicle Safety Standards and required warranty and guarantee certificates.

Proposer is fully aware of the scope of work based on these requirements, the legal requirements (federal, state, county and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over City.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for Pressure Cleaning Services, RFP No. 08-27-25-11 to the City of Coconut Creek with the full understanding of the Request for Proposal, General Terms and Conditions, Special Terms and Conditions, Detailed Requirements, and the entire Proposal Package.

Michael Aguilar  
Proposer's Name

[Signature]  
Signature

08-26-2025  
Date

State of: Florida

County of: Broward

The foregoing instrument was acknowledged before me this 26 day of August, 2025, by Michael Aguilar, who is (who are) personally known to me or who has produced Florida driver's license as identification and who did (did not) take an oath.

[Signature]  
Notary Public Signature

Melissa Daniel  
Notary Name, Printed, Typed or Stamped

Commission Number: HH346904

My Commission Expires: 12/14/26





# **Indemnification Clause** (Page 1 of 1)

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action. This section shall not be construed as consent to be sued by any third parties in any matter arising out of this Agreement. The foregoing indemnification and release shall survive the termination of this Agreement.

Michael Aguilar  
Contractor's Name

[Signature]  
Signature

08-26-2026  
Date

State of: Florida

County of: Broward

The foregoing instrument was acknowledged before me this 26 day of August, 2025, by Michael Aguilar, who is (who are) personally known to me or who has produced Florida driver's license as identification and who did (did not) take an oath.

Melissa Daniel  
Notary Public Signature

Melissa Daniel

Notary Name, Printed, Typed or Stamped



Commission Number:

12/14/2026 HH346904

My Commission Expires:

12/14/2026

## Non-Collusive Affidavit

State of Florida )  
 County of Broward ) ss.

Michael Aguilar

being first duly sworn, deposes and says that:

- (1) He/she is the Owner  
 (Owner, Partner, Officer, Representative or Agent)  
 of The Pressure cleaning Man the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

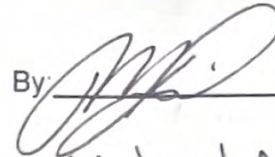




Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_



Michael Aguilar  
(Printed Name)

Owner  
(Title)

## ACKNOWLEDGEMENT

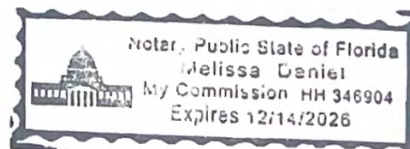
State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 26 day of August, 2025,  
by Michael Aguilar, who is personally known to me or who has produced  
Florida drivers license as identification and who did (did not) take an oath.

WITNESS my hand and official seal

  
NOTARY PUBLIC

Melissa Daniel  
(Name of Notary Public: Print, Stamp, or  
Type as Commissioned.)





# Proposer's Qualification Statement Acknowledgement

State of Florida

County of Broward

On this the 26 day of August, 2025, before me, the undersigned Notary Public of the State of Florida, Personally appeared

Michael Aguilar

And

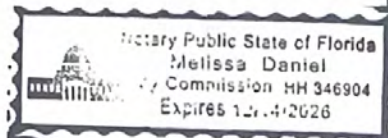
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:



Melissa Daniel  
NOTARY PUBLIC, STATE OF FLORIDA

Melissa Daniel

(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me, or  
☐ Produced identification

Florida driver's license

(Type of Identification Produced)

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



**Sworn Statement On Public Entity Crimes Under Florida Statute  
Chapter 287.133(3)(a).**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFP No. 08-27-25-11 for Pressure Cleaning Services.
2. This sworn statement is submitted by The Pressure Cleaning Man (name of entity submitting sworn statement) whose business address is 13476 SW 22 Street Miramar, FL 33027 and (if applicable) its Federal Employer Identification Number (FEIN) is 61-1597071. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: NA.)
3. My name is Michael Aguilar and my  
(Please print name of individual signing)  
relationship to the entity named above is Owner.
4. 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 or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. 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.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
  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 Ownership 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 thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or 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 for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact



business with a public entity. The term "person" includes those officers, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**

☒ 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.

☒ 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.)

☐ 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.)

☐ 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.)

9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**

☒ The person or affiliate has not been placed on the convicted vendor list.  
(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)

10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.

11. Conviction of a public entity crime shall be cause for disqualification.

Michael Aguilar

Proposer's Name

Signature

Date: 08-26-2025State of: FloridaCounty of: Broward

The foregoing instrument was acknowledged before me this 26 day of August, 2025, by Michael Aguilar, who is (who are) personally known to me or who has produced Florida drivers license as identification and who did (did not) take an oath.

Melissa Daniel

Notary Public Signature

Melissa Daniel

Notary Name, Printed, Typed or Stamped

Commission Number: HH 346904My Commission Expires: 12/14/2026



**Affidavit of Compliance with Foreign Countries of Concern Pursuant  
to Section 287.138, Florida Statutes (2023)**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.
5. The undersigned further sayeth naught.

Date: 08-26-2025, 2025.

Entity: The Pressure cleaning Man

Signed: \_\_\_\_\_

Name: Michael Aguilar

Title: Owner

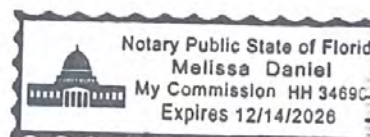
STATE OF Florida  
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 26 day of August, 2025, by Michael Aguilar, as Owner for the Pressure cleaning Man, who is personally known to me or who has produced Florida drivers license as identification.

Notary Public Signature: \_\_\_\_\_ State of FL at Large (Seal)

Print Name: Melissa Daniel

My commission expires: 12/14/2026





### **Personnel:**

The Pressure Cleaning Man Inc. has designated the following personnel for the Coconut Creek Bid Pressure Cleaning: four supervisors and eight field hands. Our supervisors possess strong leadership skills and are adept at continuously providing quality control, managing safety, and adhering to schedules throughout the project. They are equipped to handle any customer service inquiries from city representatives as needed. Additionally, our company has implemented on-site equipment maintenance and repair procedures, ensuring that projects can maintain their schedules without facing severe delays.

### **Chemical Application Process**

Using sodium hypochlorite as an algaecide after pressure cleaning can effectively prevent algae growth and keep surfaces clean for longer periods. Here's The Pressure Cleaning Man's guide on how to apply sodium hypochlorite as an algaecide after pressure cleaning:

#### **1. Safety Precautions:**

- Wear appropriate personal protective equipment (PPE), to prevent contact with the bleach solution.
- Work in a well-ventilated area to minimize inhalation of fumes.
- Keep bystanders away from the treated area.

#### **2. Dilution:**

- Determine the appropriate dilution ratio for the sodium hypochlorite solution based on the concentration of the bleach and the severity of algae growth. A typical dilution ratio for algae control is 1 part bleach to 10 parts water, but this can vary.
- Fill the pressure washer's detergent tank or chemical injection system with the diluted sodium hypochlorite solution. Following the manufacturer's recommendations for dilution ratios.

#### **3. Application:**

- Spray the solution onto the surface that has been pressure cleaned, focusing on areas prone to algae growth such as shaded or damp areas.
- Ensure thorough coverage of the surface with the solution but avoid oversaturating the area.

#### **4. Rinsing:**

- Use a garden hose or a gentle spray setting on a pressure washer to rinse the vegetation thoroughly with clean water.
- Start from the top of the vegetation and work your way down to ensure complete coverage.
- Pay special attention to areas where runoff from the sodium hypochlorite solution may have accumulated, such as the base of plants or in low-lying areas.

#### **5. Cleanup:**

- Dispose of any leftover sodium hypochlorite solution according to local regulations.
- Rinse out the sprayer equipment thoroughly to remove any traces of bleach.

#### **6. Safety Aftercare:**

- Wash your hands thoroughly after handling bleach.



## Material Safety Data Sheet

Issuing Date 26-Jun-2012

Revision Date 25-Jun-2012

Revision Number 3

Page 1 / 7

### 1. PRODUCT AND COMPANY IDENTIFICATION

**Product Name** HDX Outdoor Bleach

**Recommended Use** Cleaning agent.

**Supplier Address**  
KIK International  
33 MacIntosh Blvd  
Concord  
Ontario  
L4K 4L5  
CA  
Phone: 1-800-424-9300  
Fax: 905-660-7333  
Contact: Scott Walker  
Email: swalker@kikcorp.com  
Contact Phone: 1-479-845-2750

### 2. HAZARDS IDENTIFICATION

#### WARNING!

#### Emergency Overview

Irritating to skin  
Irritating to eyes

**Appearance** Pale yellow

**Physical State** Liquid.

**Odor** Bleach

#### Potential Health Effects

#### Principle Routes of Exposure

Eye contact. Skin contact. Inhalation.

#### Acute Toxicity

##### Eyes

Irritating to eyes.

##### Skin

Irritating to skin.

##### Inhalation

Inhalation of vapors in high concentration may cause irritation of respiratory system.

##### Ingestion

Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea.

#### Chronic Effects

No known effect based on information supplied.

#### Aggravated Medical Conditions

None known.

#### Environmental Hazard

See Section 12 for additional Ecological Information. Very toxic to aquatic organisms.

### 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS-No	Weight %
Water	7732-18-5	60-100
Sodium hypochlorite	7681-52-9	5-10
Surfactant blend	RR-22427-1	1 - 5





## Equipment

# THE PRESSURE CLEANING MAN FLEET

### International Truck 1

#### Equipped with:

- 26 Ft. Flat Bed
- Qty. 4 GX690 with 8 GPM pressure cleaning machines
- Qty. 2 comet p36 10 GPM chemical pumps
- Qty. 1 – 2000-gallon water tank
- Qty. 2 – 250-gallon chemical tanks
- 800 ft. of pressure cleaning hoses
- Qty. 4 surface cleaners
- Qty. 4 pressure cleaning guns



# THE PRESSURE CLEANING MAN FLEET

### International Truck 2

#### Equipped with:

- 18 Ft. Flat Bed
- Qty. 4 GX690 with 8 GPM pressure cleaning machines
- Qty. 2 comet p36 10 GPM chemical pumps
- Qty. 1 – 1025-gallon water tank
- Qty. 1 - 325-gallon chemical tank
- 800 ft. of pressure cleaning hoses
- Qty. 4 surface cleaners
- Qty. 4 pressure cleaning guns





## THE PRESSURE CLEANING MAN FLEET

### Isuzu Truck 2

#### Equipped with:

- 18 Ft. Flat Bed
- Qty. 4 GX690 with 8 GPM pressure cleaning machines
- Qty. 2 comet p36 10 GPM chemical pumps
- Qty. 1 – 1025-gallon water tank
- Qty. 2 - 150-gallon chemical tanks
- 800 ft. of pressure cleaning hoses
- Qty. 4 surface cleaners
- Qty. 4 pressure cleaning guns



## THE PRESSURE CLEANING MAN FLEET

### Isuzu Truck 3

#### Equipped with:

- 16 Ft. Flat Bed
- Qty. 4 GX690 with 8 GPM pressure cleaning machines
- Qty. 2 comet p36 10 GPM chemical pumps
- Qty. 1 – 1025-gallon water tank
- Qty. 1 - 325-gallon chemical tank
- 800 ft. of pressure cleaning hoses
- Qty. 4 surface cleaners
- Qty. 4 pressure cleaning guns



# Material Safety Data Sheet

Issuing Date 26-Jun-2012

Revision Date 25-Jun-2012

Revision Number 3

Page 1 / 7

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**Recommended Use** Cleaning agent.

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33 Macintosh Blvd  
Concord  
Ontario  
L4K 4L5  
CA  
Phone: 1-800-424-9300  
Fax: 905-660-7333  
Contact: Scott Walker  
Email: swalker@kikcorp.com  
Contact Phone: 1-479-845-2750

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**Principle Routes of Exposure**

Eye contact. Skin contact. Inhalation.

**Acute Toxicity**

**Eyes**

Irritating to eyes.

**Skin**

Irritating to skin.

**Inhalation**

Inhalation of vapors in high concentration may cause irritation of respiratory system.

**Ingestion**

Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea.

**Chronic Effects**

No known effect based on information supplied.

**Aggravated Medical Conditions**

None known.

**Environmental Hazard**

See Section 12 for additional Ecological Information. Very toxic to aquatic organisms.

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS-No	Weight %
Water	7732-18-5	60-100
Sodium hypochlorite	7681-52-9	5-10
Surfactant blend	RR-22427-1	1 - 5

**2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P16000037847

**Entity Name:** THE PRESSURE CLEANING MAN, INC.

**Current Principal Place of Business:**

13476 SW 22ND ST  
MIRAMAR, FL 33027

**Current Mailing Address:**

13476 SW 22ND ST  
MIRAMAR, FL 33027 US

**FEI Number:** 61-1597071

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

AGUILAR, MICHAEL  
13476 SW 22ND ST  
MIRAMAR, FL 33027 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** MICHAEL AGUILAR

01/13/2025

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title P  
Name AGUILAR, MICHAEL  
Address 13476 SW 22ND ST  
City-State-Zip: MIRAMAR FL 33027

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** MICHAEL AGUILAR

**PRESIDENT**

01/13/2025

Electronic Signature of Signing Officer/Director Detail

Date



## REQUEST FOR PROPOSALS



## PRESSURE CLEANING SERVICES

RFP NO. 08-27-25-11

PROCUREMENT DIVISION  
4800 WEST COPANS ROAD, COCONUT CREEK, FLORIDA 33063  
eBid System: <https://coconutcreek.ionwave.net/>





## CITY OF COCONUT CREEK

### FINANCE AND ADMINISTRATIVE SERVICES

4800 WEST COPANS ROAD  
COCONUT CREEK, FL 33063

August 3, 2025

#### LEGAL NOTICE REQUEST FOR PROPOSALS

The City of Coconut Creek, Florida is actively seeking proposals from qualified Proposers to provide Pressure Cleaning Services to the City in full accordance with the scope of services, terms, and conditions contained in this Request for Proposals (RFP).

<b>RFP No:</b>	<b>08-27-25-11</b>
<b>RFP Name:</b>	<b>Pressure Cleaning Services</b>
<b>Mandatory Pre-Proposal Meeting:</b>	<b>Wednesday, August 13, 2025</b>
<b>Due Date/Time:</b>	<b>Wednesday, August 27, 2025 at 11:00 AM ET</b>

A Cone of Silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communications between potential Respondents and/or Vendors and the City. All communication regarding this RFP shall be directed to Gretchen Marie Rodriguez, Procurement Analyst at [grodriguez@coconutcreek.net](mailto:grodriguez@coconutcreek.net) or (954) 956-1499.

Proposer must be registered on the City's eBid System in order to respond to this RFP. A complete RFP document may be downloaded for free from the eBid System as a pdf at: <https://coconutcreek.ionwave.net/>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from **any source** other than from the eBid System.

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud. Any proposal received after the date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

A mandatory pre-proposal meeting will be held at City Hall. Proposers or their representative(s) are strongly urged to attend. This information session presents an opportunity for the Proposers to clarify any concerns regarding proposal requirements. Questions regarding the site and scope of services will be answered and Proposers will be able to familiarize themselves with conditions that may affect the proposal price.

Pursuant to Section 119.071, Florida Statutes, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Please be advised that City Hall is closed on Fridays and on holidays observed by the City. City Hall hours of operation are 7:00 a.m. to 6:00 p.m. ET, Monday through Thursday.

Gretchen Marie Rodriguez  
Procurement Analyst

Publish Date: Sunday, August 3, 2025  
Published: Sun Sentinel

**CITY OF COCONUT CREEK  
PRESSURE CLEANING SERVICES  
RFP NO. 08-27-25-11**

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## SECTION I – GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF COCONUT CREEK. THE CITY OF COCONUT CREEK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL TERMS AND CONDITIONS THAT MAY VARY FROM THE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BIDS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

### INSTRUCTIONS TO BIDDERS:

#### 1. Defined Terms

Terms used in this contract document are defined and have the meaning assigned to them. The City will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process. The terms may be used interchangeably by the City: IFB or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

**Bid:** A price and terms quote received in response to an IFB.

**Bidder:** Person or firm submitting a bid directly to the City as distinct from a sub-contractor, who submits a bid to the Bidder.

**City:** Refers to the City of Coconut Creek, a municipal corporation of the State of Florida.

**Change Order:** A written signed and approved document by the City Manager or designee ordering a change in the contract price or contract time or a material change in work.

**Contractor:** Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the City. Also referred to as the "Successful Bidder".

**Contract:** A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of

equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

**Contract Administrator:** The City will designate a Contract Administrator whose principle duties shall be liaison with awarded Proposer, coordinate all work under the contract, assure consistency and quality of awarded Proposer's performance, and schedule and conduct Contractor performance evaluations, and review and route for approval all invoices for work performed or items delivered.

**Consultant:** Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

**First Ranked Proposer:** That Proposer, responding to a City RFP, whose proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

**Invitation for Bids (IFB):** When the City is requesting bids from qualified Bidders.

**Proposer:** Person or firm submitting a proposal.

**Proposal:** A proposal received in response to an RFP.

**Request for Proposals (RFP):** A method of procurement permitting discussion with responsible Proposers and revisions to proposals prior to award of a contract. Award will be based on criteria set forth herein.

**Responsible Bidder:** A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid

document, and the integrity and reliability that will assure good faith performance.

**Responsive Bidder:** A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

**Seller:** Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the City.

**Successful Bidder:** Means the best, qualified, responsible and responsive Bidder to whom the City (on the basis of City's evaluation as hereinafter provided) makes an award

## 2. Cone of Silence

2.1 "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) The City Commission, City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the

solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

2.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

2.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the City Commission during any duly noticed public meeting;
- (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

2.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in any recommendation for award, or any RFP award, or IFB award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to

have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

### **3. Bid Forms**

- 3.1 Solicitations downloaded from the eBid System shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that no alteration of any kind has been made to this solicitation.
- 3.2 The bid forms must be used by the Bidder. Failure to do so may cause the bid to be rejected. The forms shall be submitted in good order and all blanks must be completed.
- 3.3 The bid forms shall be signed by one duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
- 3.4 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign.
- 3.5 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature.

### **4. Sub-Contractors**

- 4.1 **Sub-Contractors Terms**  
The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the contract documents for the benefit of the City.
- 4.2 **Sub-Contractors Agreement**  
All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-contractor.

### **5. Qualifications of Bidders**

- 5.1 Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Official reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 5.2 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.
- 5.3 As part of the bid evaluation process, City may conduct a background investigation including a record check by the Coconut Creek Police Department. Bidder's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

### **6. Specifications**

- 6.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 6.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 6.3 Any manufacturers' names, trade names, brand names, information

and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the City. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to bid standards.

- 6.4 If the model number for the make specified in the bid document is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bid form. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

## **7. Addendum**

- 7.1 If the Bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contains errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Procurement Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Procurement Division in response to such questions will be issued on official addendum.
- 7.2 The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. If any addendum is issued, the City will

attempt to notify all known prospective Bidders. Addenda to the solicitation will be posted on the eBid System. It is the Bidder's responsibility to check the eBid System or contact the Procurement Official prior to the bid submittal deadline to ensure that the Bidder has a complete, up-to-date package.

## **8. Prices Bid**

- 8.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 8.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to City shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the contract.
- 8.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated by the City.
- 8.6 The bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Coconut Creek.



- 8.7 All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder own goods in transit and files any claims), unless otherwise stated in Special Conditions.

## 9. Examination of Bid Documents

- 9.1 Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) consider federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Procurement Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

- 9.2 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

## 10. Modification and Withdrawal of Bids

- 10.1 Proposals may be modified or withdrawn **prior** to the due date for submitting electronic proposals. Proposals may be retracted from the eBid System. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response currently entered; however, by retracting your response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.

- 10.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal opening date and time. No proposal may be withdrawn or modified after the date of proposal opening has passed.

- 10.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Procurement Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

## 11. Submission and Receipt of Bids

To receive consideration, bids must be received prior to the due date and time. Unless otherwise specified, Bidders should use the bid forms provided in the bid document. Any erasures or corrections on the bid must be initialed by Bidder. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink before electronic submission. Bids shall be signed in ink. When a particular IFB or RFP requires physical copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids will be electronically unsealed in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings, but are not required. Bids will be tabulated and made available on the eBid System for review by Bidders and the public in accordance with applicable regulations.

## 12. Acceptance or Rejection of Bids

- 12.1 Bidder warrants, by virtue of bidding, his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) calendar days from the date of bid opening, unless otherwise stated in the bid document. However, any bid may be electronically retracted up until the time set for bid

opening. Any bids not so electronically retracted shall upon opening, constitute an irrevocable offer for goods and services until accepted by City Commission Award.

12.2 A Bidder may not withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening. A Bidder may withdraw his bid after the expiration of ninety (90) calendar days from the date of bid opening by delivering written notice of withdrawal to the Procurement Official prior to award of contract by the City of Coconut Creek.

12.3 The City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or fails to meet any other pertinent standard or criteria established by the City.

12.4 The City of Coconut Creek reserves the right to waive formalities in any bid and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all bids, with or without cause, to waive technical errors and informalities or to accept the bid which in its judgment, best serves the City of Coconut Creek.

### 13. Opening of Bids

Responses will be electronically unsealed and publicly read aloud on the date, time, and location specified in the bid document. A tabulation will be made available on the eBid System in accordance with applicable regulations.

### 14. Award of Contract

14.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base bid whose evaluation by City indicates to City that the award will be in the best interests of the City and not necessarily to the lowest Bidder.

14.2 Criteria utilized by City for determining the most responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability, and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any subcontractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the contract promptly or with the time specified without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
- (f) Price.

14.3 If applicable, the Bidder to whom award is made shall execute a written contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next ranked Bidder who is responsible and responsive in the opinion of the City.

### 15. Contractual Agreement

The terms, conditions, and provisions in the bid document shall be included and incorporated in the final contract. The order of precedence will be bid document and response, contract, and general law. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida.

**16. Insurance**

- 16.1 If the Contractor is required to go on to City property to perform work or services as a result of contract award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Special Terms and Conditions.
- 16.2 The Contractor shall provide the Procurement Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

**17. Taxes**

The City of Coconut Creek is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall a Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

**18. Estimated Quantities/Warranties of Usage**

No warranty is given or implied by the City as to any components listed in the bid document and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.

**19. Samples and Demonstrations**

Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in the Special Terms and Conditions, samples shall be requested after the date of bid opening, and if requested

should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

**20. Delivery**

Time will be of the essence for any orders placed as a result of this bid document. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

**21. Verbal Instructions Procedure**

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any member of the City Commission or its Staff, all other City employees, and any non-employee appointed to evaluate or recommend selection in the procurement process. Only those communications which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

**22. References**

As part of the bid evaluation process, the City may conduct an investigation of references, including a record check and/or consumer affairs complaints. Bidder's submission of a bid constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Bidders qualifications.

**23. Costs Incurred by Bidders**

All expenses involved with the preparation/and or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s) and shall not be reimbursed by the City.

**24. Permits, Fees and Notices (If Applicable)**

24.1 The Contractor shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, county, state and federal laws, rules and regulation applicable to business to be carried on under the contract.

24.2 All City of Coconut Creek review fees, application fees, permit fees or inspection fees are waived as per Ordinance No. 139-94. All county, state or federal fees and permits shall be applied for and paid by the Bidder as necessary. Bidder must provide City with copy(s) of valid licensing by county/city agency for this type of work.

24.3 It is the Bidder's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

**25. Penalties for Misrepresentation**

Any material misrepresentation in the Contractor's response could result in termination of the Agreement, or any other appropriate administrative sanctions and/or legal actions.

**26. Restriction on Disclosure and Use of Data**

All proposals received by the City will become the sole property of the City. Confidential financial information obtained by the City from a Bidder is exempt from public disclosure to the extent allowed by law.

**27. Exceptions to the Bid**

Bidders must clearly indicate any exceptions they wish to take to any of the terms in this bid, and outline what alternative is being offered. The City, at its sole and absolute discretion, may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the Bidder to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

**28. Cancellation for Unappropriated Funds**

The obligation of the City for payment to a Contractor is limited to the availability of funds

appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**29. Independent Contractor**

The Contractor is an independent Contractor under this Agreement. Personal services provided by the Bidder shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the bid document, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

**30. Safety**

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Proposers failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on City property and to ensure safety rules are not being violated.

**31. Occupational Health and Safety**

In compliance with Title 29 *CFR (Code of Federal Regulations)*, Section 1910.1200, any Hazardous Chemical items which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS sheets must be maintained by the user agency and must include the following information:

31.1 The chemical name and the common name of the toxic substance.

- 31.2 The hazards or other risks in the use of the toxic substance, including:
- (a) The potential for fire, explosion, corrosiveness, and reactivity;
  - (b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - (c) The primary routes of entry and symptoms of overexposure.
- 31.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- 31.4 The emergency procedure for spill, fire, disposal, and first aid.
- 31.5 A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- 31.6 The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.
- 31.7 All substances shall remain in manufacturer's container with manufacturer's labeling.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

### 32. Conflict of Interest

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

### 33. Indemnity/Hold Harmless

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

### 34. Public Entity Crimes Statement

Pursuant to Section 287.133(2)(a), *Florida Statutes*, as amended from time to time, Contractor certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and is prohibited from providing 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, Fla. Stat., as amended from time to time, for Category TWO (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### **35. Public Records**

Consultant shall keep such records and accounts and require any and all Consultants and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Consultant 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 three (3) 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 City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is a Consultant acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Consultant shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Consultant agrees to:

- 35.1 Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- 35.2 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 copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- 35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the City.

- 35.4 Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically 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.

**35.5 IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Consultant does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

### **36. Drug-Free Workplace Programs**

Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the

attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

**37. Collusion**

The Bidder certifies that its bid is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a bid for the same items, or with the City. The Bidder also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**38. Audit Rights**

The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the contract.

**39. Patents and Royalties**

The Contractor, without exception, shall indemnify and save harmless the City of Coconut Creek and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Coconut Creek. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**40. Purchase by Other Governmental Agencies**

If the Bidder is awarded a contract as a result of this bid document, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the bid document and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

**41. Assignment and Sub-Letting**

No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the 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 Contractor.

**42. Choice of Law and Venue**

The 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 the 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.

**43. Gratuities and Kickbacks**

**43.1 Gratuities:** It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

**43.2 Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

**43.3 Contract Clause:** The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every

Contract and subcontract and solicitation therefore.

#### 44. **Protest Process**

Any bidder, proposer, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the procurement officer listed in the solicitation in writing (email or fax are acceptable) within three (3) working days after the posting of the notice of intent to award on the City's eBid System. A formal written protest shall be filed within five (5) working days after filing the notice of protest.

The notice of protest must be either, hand-delivered and date and time stamped by the Office of the City Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

- (a) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- (b) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (c) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- (d) Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm within ten (10) working days. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager or designee within five (5) working days. The notice of appeal must be

either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the City Clerk. The decision of the City Manager or designee will be final.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the City of Coconut Creek in an amount equal to one percent (1%) of the City's estimate of the total amount of the contract or \$5,000.00, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check to the person or entity filing the protest.

#### 45. **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



**46. Anti-Discrimination**

That Proposer shall for itself, its personal representatives, successors in interest, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

46.1 No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

46.2 No employee or applicant for employment on the ground of race, color, religion sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status shall be discriminated against during the course of employment or application for employment to be employed in the performance of this solicitation with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this solicitation.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate the Agreement as if this Agreement had never been made.

**47. Default****47.1 Termination for Cause: Immediate**

In the event the Contractor defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor, terminate this contract effective immediately. In the event of such termination the City may hold the Contractor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of procurement and cover.

(a) Written notice shall be provided to Contractor setting forth the reasons for said termination and

(b) Only after the Contractor has been afforded a reasonable opportunity as determined by the City to correct alleged problems; and

(c) Only after a hearing before the City Manager is granted to Contractor, at which time the Contractor shall be given an opportunity to be heard.

**47.2 Termination for Default**

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

**47.3 Termination for Convenience of City**

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

**48. E-Verify**

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. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- 48.1 All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- 48.2 All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The 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.
- 48.3 By submitting the quote or proposal, the Contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "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, Florida Statutes, as amended, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

**49. Scrutinized Companies pursuant to Sections 287.135, 215.473, and 287.138 Florida Statutes**

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on a list created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in a boycott of Israel after the execution of this Agreement, City shall have all rights and remedies to terminate this Agreement consistent with Section 287.135, Fla. Stat., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Fla. Stat., as amended. Beginning January 1, 2024, the City must not enter in to or renew any contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the City must not extend or renew any contract that grants access to an individual's personal identifying information unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

**50. Waiver of Jury Trial**

BY SUBMITTING A PROPOSAL WITH THE INTENT TO FORM A CONTRACTUAL RELATIONSHIP WITH THE CITY THEREUPON, THE PROPOSER AND/OR CONTRACTOR EXPRESSLY AGREES AND THE CITY ALSO EXPRESSLY AGREES TO WAIVE ANY RIGHTS TO REQUEST A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS SOLICITATION, QUOTE AND/OR PROPOSAL. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS SOLICITATION OR QUOTE/PROPOSAL AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS MUST BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

**51. Antitrust Violations; Denial or Revocation under Section 287.137, Florida Statutes**

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 submitting this Bid, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of submitting this Bid. False certification under this paragraph or being subsequently added to that list will result in rejection of this Bid and cancellation of any contract award, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

**52. Severability; Waiver of Provisions**

Any provision in this Solicitation 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 the City shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Solicitation.

**53. Environmental/Social Activism under Section 287.05701, Florida Statutes**

Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a contractor based on social, political or ideological interests as defined in the statute. Contractor is also prohibited from giving preference to any of its subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

**54. Discriminatory Vendor List**

Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

**55. Labor Harmony**

Contractor agrees that all labor employed by Contractor, its agents or subcontractors for work on City property must be in harmony with all other labor being used by City or other contractors working on City's property. Contractor agrees to give City immediate notice of any threatened or actual dispute and will provide assistance as determined necessary by City to resolve any such dispute. Contractor, its agents or subcontractors, will remove from City's property any person objected to by City in association with the work.

**56. Third Parties Beneficiaries**

Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

**57. Agreement Subject to Funding**

The award of this solicitation to any specific Proposer is subject to necessary budget appropriations by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year in which the services are provided, and is subject to termination without any penalty due to lack of funding.

**58. Remedies****58.1 Damages**

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

**58.2 Correction of Work**

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

**59. Disentanglement**

Contractor will complete the transition of any terminated work from Contractor and its subcontractors to City and/or any replacement providers City designates (collectively, the "Replacement Provider"), without causing any interruption of or adverse impact on the work, any other services and/or services provided

by Third Parties (the "Disentanglement"). Without limiting the aforementioned obligations, Contractor will:

- (a) Cooperate by promptly taking all steps required to assist City in completing the Disentanglement related to the work it had previously performed.
- (b) Provide all information regarding the work that these parties will need to perform the Disentanglement.
- (c) Promptly and orderly conclude all work as directed. This may include the documentation of work in progress and other measures to provide an orderly transition as set forth in Labor Harmony.

**60. Prohibited Telecommunications Equipment**

Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By submitting a proposal or quote hereunder, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

**61. Foreign Gifts and Contracts**

The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [§286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission

[Governor and Cabinet per §14.202, Florida Statutes] for good cause."

**62. Human Trafficking**

When an agreement is executed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or representative of the nongovernmental entity under penalty or perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

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## SECTION II – SPECIAL TERMS AND CONDITIONS

### 1. Point of Contact

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, elected official, or employee during the submission process, other than the Procurement Analyst. For information concerning procedures for responding to this solicitation, and to register to the City's eBid System, contact Gretchen Marie Rodriguez, at [grodriguez@coconutcreek.net](mailto:grodriguez@coconutcreek.net) or (954) 956-1499.

For all other questions and request for information that would or would not materially affect the scope of services to be performed of the specifications, or for clarification please utilize the "Questions Tab" provided by IonWave for the eBid System at <https://coconutcreek.ionwave.net>. Questions must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or the solicitations process will only be transmitted by official written addendum issued by the City and uploaded to the eBid System as a separate addendum to the RFP.

The City shall not be responsible for oral interpretations given by any City employee or its representative.

### 2. Mandatory Pre-Proposal Meeting and Site Inspection

All Proposers or their representatives are strongly urged to attend the mandatory pre-proposal meeting. Refer to the Schedule of Events for date and time. The pre-proposal meeting will take place at City Hall, 4800 West Copans Road, Coconut Creek, FL 33063. This information session presents an opportunity for the Proposer to clarify any concerns regarding the RFP requirements. Questions regarding the site and scope of services will be answered and Proposers will be able to familiarize themselves with conditions that may affect the proposal price.

The Proposer is cautioned that no modification or any changes will be allowed in the pricing because of the failure of the Proposer to have attended the meeting or visited the site. Submission of a proposal will be construed that the Proposer is acquainted sufficiently with the work to be performed. Proposer shall carefully and thoroughly examine the Proposal Documents before submitting a bid.

#### 2.1 Site Inspection - Contractor

It shall be the full responsibility of the Proposer to visit and inspect the proposed sites as shown herein prior to the submission of a proposal. No variation in price or conditions shall be permitted based on a claim of ignorance.

Submission of a response is evidence that the Proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor requirements. Should the Proposer see any problem, the Proposer is to bring the problem to the attention of the Procurement Analyst immediately.

#### 2.2 Site Inspection - City

All work shall be conducted under the general direction of the Utilities & Engineering Department and Public Works Department, and is subject to inspection by the appointed inspectors to ensure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization from the Utilities & Engineering Director or designee nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. Less than satisfactory site inspections may result in deductions from invoice payment.



### 3. Minimum Qualification Requirements

- 3.1 Proposers shall be licensed to conduct business in the State of Florida to perform the required services.
- 3.2 Proposers shall have at least five (5) years of verifiable full-time experience in providing services similar to those specified herein, preferably with experience in a government setting. It may be necessary to produce evidence that Proposers have established a satisfactory record of performance for a reasonable period of time.
- 3.3 Approved Maintenance of Traffic (MOT) shall be used as needed and approved by necessary agencies, such as Broward County, Florida Department of Transportation (FDOT), and the City.

### 4. Proposal Format

The proposal shall contain three (3) sections:

#### Section 1: Qualifications and Experience

- Clearly describe the ability to perform the scope of services proposed including a work plan with an explanation of the methodology to be followed to perform the services required of this proposal.
- Provide resume and fact sheet for firm indicating how it meets the Minimum Qualifications requirements
- Include a list of awards or recognitions obtained, bonding capabilities, fieldwork capabilities and any other items of interest to support any claim of excellence.
- The Proposer shall be licensed to conduct business in the State of Florida.
- Proposers shall have a minimum of five (5) years' experience in providing services similar to those specified herein.

**Note:** The Proposer must also be prepared to submit on the City's request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

#### Section 2: Resources and Availability

- Describe the firm's management plan to be used, staffing configuration, and safety protocols.
- Proposer shall submit a list of owned equipment and major tools. The City, at its sole discretion, reserves the right to award this work to vendors who are able to demonstrate current ownership and possession of the equipment, tools, and personnel deemed reasonably sufficient to perform the specified work.

#### Section 3: References

- Proposer shall provide a list of at least five (5) clients that Proposer has provided similar services in the past three (3) years, at least two (2) of which are governmental entities. For each client reference include:
  - Project name and location
  - Scope of services provided
  - Cost of project
  - Contact person, title, business address, telephone and email address
  - Start and completion date of the contract

## 5. Competency of Proposers

Proposals shall be considered only from firms that have five (5) or more years' experience in providing services similar to those specified herein and that are presently or recently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

## 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 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 which threatens public safety and health, as determined by the City Manager. Awarded Proposer 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 or hurricane. Awarded Proposer shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

## 7. Performance

It is the intention of the City to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain the services from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

## 8. Schedule of Events

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	August 3, 2025
Mandatory Pre-Proposal Meeting & Site Inspection	August 13, 2025 at 9:00 AM ET
Last Date of Receipt of Questions	August 18, 2025 at 4:00 PM ET
Publish Answers to Questions	August 20, 2025
Addendum Release (if required)	August 20, 2025
Proposals Due	August 27, 2025 at 11:00 AM ET
Compliance Review	September 2-8, 2025
Selection Committee Evaluations/Short List	September 8-11, 2025
Commission Award of Contract	October 9, 2025

## 9. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, or delay or failure of service from a public utility needed for their performance, provided that:

- 9.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

- 9.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 9.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- 9.4 The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

## 10. Proposal Submission

- 10.1 Proposer shall use the electronic eBid System to submit a response. **The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. Proposer shall upload the response as one (1) file to the eBid System.** The maximum file size is 100 MB, however, that maximum applies to each file, not the Proposal itself. You are allowed an unlimited number of attachments with the 100 MB being the maximum file size.
- 10.2 Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained electronically from the eBid System and no alteration of any kind has been made to the solicitation.
- 10.3 All blanks on the proposal form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 10.4 Each Proposer for services further represents that the Proposer has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 10.5 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Proposer is interested in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.
- 10.6 Each Proposer by signature and by submission of a response, represents that the Proposer has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- 10.7 The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.
- 10.8 All proposals received from Proposers in response to this Request for Proposals 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 the City.

- 10.9 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are “responsible and responsive”. A minor irregularity or technicality is one that is merely a matter of form and not of substance.

## **11. Evaluation Method and Criteria**

The City will assemble a Selection Committee comprised of qualified City staff or other persons selected by the City. The selection of a Proposer with whom to contract shall be based on the proposal most advantageous to the City based on the “best value to the City” using the following criteria:

- Operational Plan for the City
- Qualifications and Experience
- Resources and Availability
- Past Performance
- Price

- 11.1 The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, City reserves the right, where it may serve the City of Coconut Creek’s best interest to request additional information or clarification from Proposers.

- 11.2 Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced Proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.

- 11.3 While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

## **12. Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

## **13. Selection Process**

The Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Selection Committee will rank (where one (1) is the highest ranking) all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the Selection Committee will give further consideration to all responsive proposals.

**14. Oral Presentations**

The top three (3) short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to a recommendation being presented to the City Commission. The Proposer's manager assigned to this contract shall be the sole presenter(s). The Selection Committee will then re-rank the finalist's based on their proposal submission and presentation in accordance with the criteria listed herein. Should the City require such oral presentation, the Proposer will be notified seven (7) days in advance to appear before the Selection Committee.

The first ranked Proposer resulting from this process will be recommended to the Coconut Creek City Commission for award. The recommended Proposer may be required to appear before the City Commission to answer questions for contract award.

**15. Best and Final Offers**

When in the best interest of the City, the Procurement Officer may request the submission of best and final offers. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Best and final offers shall be submitted only once; provided, however, the Procurement Officer may make a written determination that it is in the City's best interest to conduct additional discussions or change the City's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. Vendors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

**16. Negotiations**

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. Pursuant to Paragraph 5(b) of Section 287.055, Florida Statutes, the City, at its sole discretion, reserves the right to enter into contract negotiations with the number one ranked, responsive, responsible Proposer. If the City and said Proposer cannot negotiate a Successful Contract, the City may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

**17. Award of Contract**

17.1 Responses will be electronically unsealed in a public forum and read aloud. A Selection Committee will evaluate the proposals based on the criteria stated herein. The City is the sole judge in evaluation considerations. It is the intent of the City to award agreements to both a Primary Contractor and a Secondary Contractor for the provision of services pursuant to this Request for Proposals (RFP). The Primary Contractor shall serve as the principal point of contact and service provider to the City. The Secondary Contractor may be engaged at the sole discretion of the City's Contract Administrator in circumstances where it is determined to be in the best interest of the City, including but not limited to instances involving project-specific requirements, scheduling conflicts, or unavailability of the Primary Contractor.

17.2 The Contract will be awarded only to a responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

- 17.3 All Proposers will be notified in writing when the City Commission makes an award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City Commission to be in the best interest of the City. The City Commission's decision of whether to make the award is in the best interest of the City and shall be final.
- 17.4 The Proposer warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 17.5 This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City Commission of Coconut Creek. Within ten (10) days after receiving Notice of Award, the Successful Proposer shall submit a revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies for approval by the City's Risk Manager.

## **18. Contract Term**

### **18.1 Performance Probation Period**

The Contractor will undergo a six (6) month probationary period starting from the date the contract is awarded. Throughout this duration, the contractor's performance will be monitored closely by City staff. The city reserves the right to terminate the Agreement at any point during the probationary period, with or without cause, and this decision will rest entirely with the City.

- 18.2 The initial contract period shall be for two (2) years. The City reserves the right to extend the contract for three (3) additional one (1) year periods, based upon satisfactory performance and mutual agreement of both parties. All terms and conditions shall remain firm for the initial period of the contract and for any renewal period. Any price adjustments shall be per Agreement. Successful Proposer 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. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

- 18.3 In the event services are scheduled to end because of the expiration of this contract, the Contractor 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 Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

## **19. Price**

Proposer shall quote a firm, fixed cost for the items listed in the Detailed Requirements - Scope of Services and shall submit prices electronically through the eBid System "Line Items" tab. Pricing shall include all costs associated with the project including labor, equipment, supplies, management, etc.

## **20. Cost Adjustments**

- 20.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the



CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

- 20.2 The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

## **21. Insurance Requirements**

If the Contractor is required to go on to City property to perform work or services as a result of contract award, the successful Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them throughout the term of the contract shall assume full responsibility and expense to obtain all necessary insurance as required by City.

The Contractor shall provide the Procurement Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Proposer, by submitting his proposal, agrees to abide by such modifications. Throughout the term of this Contract, Successful Proposer shall maintain in force at their own expense, insurance as follows:

### **21.1 Workers' Compensation**

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

Contractor/Vendor/Consultant who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation and by entering in to and signing this agreement certify that, based on the number of employees, the Contractor/Vendor/Consultant is not required to carry Workers' Compensation insurance under Florida Law.

### **21.2 General Liability**

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

### **21.3 Automobile Liability**

Comprehensive or Business Automobile Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverages for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

**21.4 General**

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as Additional Insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek  
Procurement Division  
4800 West Copans Road  
Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

If these requirements are provided as part of a formal procurement procedure, Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposer's proposal response. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies.

**If Contractor is self-insured, they shall provide the City with a recent audited financial statement and description of how the self-insurance program is funded, along with a liability coverage statement signed by an authorized corporate officer.**

No contract shall be executed by the City, nor activities under this Agreement shall commence, until the required letter of self-insurance and/or certificates of insurance have been received and approved by the Risk Manager of each party.

**21.5 Insurance Company and Agent**

All insurance policies herein required of the Contractor/Vendor/Consultant shall be written by a company with a A.M. Best rating of A- VII or better that is duly authorized and licensed to do

business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

**Note:** A copy of **any** current Certificate of Insurance shall be included with your proposal.

## 22. Dispute Resolution

- 22.1 All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be settled internally with the City Manager or designee.
- 22.2 In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- 22.3 Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.
- 22.4 The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT.

## 23. Scrutinized Companies pursuant to Sections 287.135, 215.473, and 287.138 Florida Statutes

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on a list created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in a boycott of Israel after the execution of this Agreement, City shall have all rights and remedies to terminate this Agreement consistent with Section 287.135, Fla. Stat., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Fla. Stat., as amended. Beginning January 1, 2024, the City must not enter in to or renew any contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of

Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the City must not extend or renew any contract that grants access to an individual's personal identifying information unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

#### **24. Inspection, Direction, and Payment**

- 24.1 The work will be conducted under the general direction of the "DEPARTMENT" Director or designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract.
- 24.2 Contractor shall submit invoice after each event. The City shall pay the Contractor the amount due within thirty (30) days after approval of said invoice by the "DEPARTMENT" Director or designee.
- 24.3 If, at any time during the Contract, the City shall not approve or accept the Contractor's work performance, and an agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the services provided.
- 24.4 The City of Coconut Creek, without invalidating the Contract may make changes to increase or decrease services and/or locations as required. Such work shall be executed under the conditions of the original Contract.
- 24.5 It shall be the responsibility of the Successful Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment, appurtenances or facilities which may be disturbed or damaged due to Contractor's neglect or maintenance operations.

## SECTION III – DETAILED REQUIREMENTS–SCOPE OF SERVICES

### 1. General

The City of Coconut Creek is seeking proposals from experienced and qualified vendors to provide pressure cleaning services to include but not be limited to City owned facilities and park locations, all types of roofs, entrances, walkways, pavilions, picnic shelters, playground and exercise equipment, trash receptacles and their enclosed areas, concrete benches and tables, and decorative concrete features and hardscapes. The goal is to maintain clean, safe, and aesthetically pleasing environments for all facility users, park visitors, and staff. Additional areas include curbs and gutters, medians and associated pavers, sidewalks, and barrel roof tiles, for the specified facilities located in Coconut Creek along Coconut Creek, Broward County, and State of Florida right-of-ways. Services shall comply with the listed scope of work. The Successful Proposer and City will agree upon a reasonable schedule to perform the work, taking into consideration activities in the community including road work, special events, and other issues that may arise.

It is highly recommended that potential Proposers familiarize themselves with the specified routes and locations to obtain more details on the services prior to submission of a proposal.

### 2. Responsibility of Proposer

Proposer shall be held to have examined the areas and premises under consideration and confirm they fully understand the scope of work and the City's needs and satisfies themselves that they are cognizant of all factors related to requirements contained in these contract documents.

### 3. Scope of Services

Contractor shall provide water source, equipment, tools, supplies, maintenance of traffic, supervision, labor, etcetera, as necessary to perform pressure cleaning services for the City in accordance with the following:

- 3.1 Clean and power wash all City owned facilities and park locations, curbs and gutters, medians and associated pavers, including sealing of the pavers; and sidewalks and barrel roof tiles as needed.
- 3.2 The City's preferred brand of sealant is Paver Sealer product number 203150 (5 Gallon) and 203151 (1 Gallon) from the company Advanced Surfaces, Inc. Any proposed "equivalent" product is subject to review and approval by City prior to proposal submission. The City reserves the right, in its sole discretion, to reject any proposed "equivalent" that it deems inferior to that which is specified. The City is not requiring a painting license for applying paver sealer.
- 3.3 Contractor shall work within a schedule agreed upon with the City that is estimated to be completed throughout the contract period. Contractor shall coordinate work hours and schedules with the City's Utilities & Engineering Director or designee.
- 3.4 Appropriate barricades and signage shall be used while working. Areas shall be marked off and signs posted indicating area(s) closed to pedestrian traffic. Signs should indicate that people are working. All equipment, apparatus or rope coils on the ground shall also be marked off with cones and signs warning pedestrian and / or traffic. Contractor shall provide all safety signs and cones.
- 3.5 Approved Maintenance of Traffic (MOT) shall be used as needed and approved by necessary agencies, such as Broward County, Florida Department of Transportation (FDOT), and the City.
- 3.6 Contractor may need to use a cleaning agent to prime or loosen foreign substances, however the cleaning agent used shall not damage nor destroy landscaping nor any adjacent surfaces.



Adhere to all manufacturers' instructions regarding safety, dilution rates and contact times. Include name of product and MSDS data with proposal response.

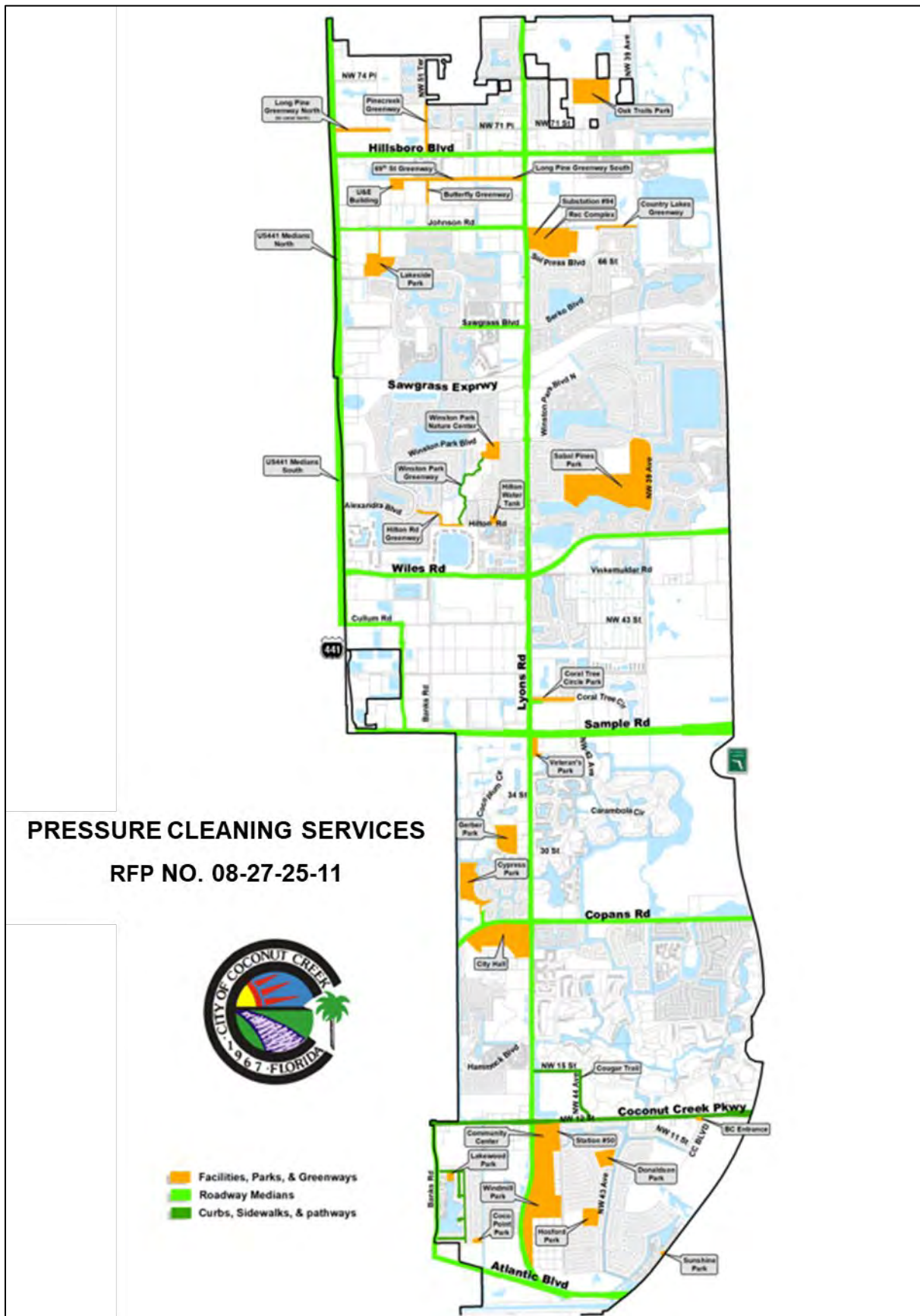
- 3.7 The nozzle pressure should not be so great as to remove grout or cause damage to hardscapes. Notify the City's Utilities & Engineering Director or designee immediately of any damage or deterioration of hardscape.
- 3.8 Only water uncontaminated with cleaning agents may flow into surface drains.
- 3.9 City personnel shall inspect all work prior to acceptance. Any work not meeting the criteria of the City shall be reworked within twenty-four (24) hours of notice.
- 3.10 Contractor vehicles and personnel must be properly identified.
- 3.11 Debris removed shall be bagged and disposed of properly.

#### 4. Locations

The table below represents the locations considered for pressure cleaning. The City reserves the right to add or delete locations as deemed necessary.

Atlantic Blvd - Banks to Turnpike Medians
Coconut Creek Pkwy to Turnpike overpass Medians and Sidewalks on Both Sides
Banks Road & Coconut Creek Pkwy South (2) Medians
Copans Road Turnpike Medians West to Hammocks Blvd
Sample Road Turnpike medians West to 441 Medians
Wiles Road Turnpike to 441/SR 7 Medians
Hillsboro Turnpike to 441/SR 7 Medians
Lyons Road Palm Beach County line South to Atlantic Medians
State Road 7 Palm Beach South to Cullum Road Medians
Pinecreek Greenway 5101 W. Hillsboro Blvd
69th St Greenway from Lyons Road West to end by Utility and Engineering Building
Butterfly Greenway Connects to 69th Street Greenway
Coral Tree Greenway including (2 medians) by Sample Road and by Lyons Road
Country Lakes Greenway
Long Pine Greenway North
Long Pine Greenway South
Cullum Road from 441 to Sample Road Medians
Sawgrass Blvd. Median
Johnson Road Medians from Lyons Road West to 441
Cougar Trail Curbing
Winston Park Nature Walkway in Preserve from Hilton to Winston Park
Hilton Greenway Hilton Road West to Alexandria Blvd
City Hall/Government Complex Public Works and Police Dept. 4800 West Copans Road
Lakewood Park 4966 NW 10 <sup>th</sup> Street
Cocopoint Park 4870 NW 6 <sup>th</sup> Street
Community Center 1100 Lyons Road
Fire Station #50 4500 Coconut Creek Parkway
Windmill Park 700 Lyons Rd

Hosford Park 4422 Coconut Creek Boulevard
Sunshine Park 346 Sunshine Drive
Donaldson Park 900 NW 43 <sup>rd</sup> Avenue
BCC Corner Including Wall
Cypress Park 2465 NW 49 <sup>th</sup> Terrace
Gerber Park 4715 NW 30 Street
Sabal Pines Park 5005 NW 39 Avenue
Veterans Park 3550 Lyons Road
Winston Park 5201 NW 49 Avenue
Hilton Tank Building & Grounds
Recreation Complex and Fire Station #94 4455 Sol Press Boulevard
Oaktrails Park 4230 NW 74 <sup>th</sup> Street
Utilities Engineering Building & Grounds 5295 Johnson Road
Lakeside Park 5555 Regency Lakes Boulevard
Lakewood East (NW 6th Street, NW 49th Ave, NW 7th Street, NW 8th Street, NW 49th Way, and NW 10th Street)



**CITY OF COCONUT CREEK  
PRESSURE CLEANING SERVICES  
RFP NO. 08-27-25-11**

**SCHEDULE OF PROPOSAL PRICES**

**PROPOSER SHALL SUBMIT PRICES ELECTRONICALLY  
THROUGH THE EBID SYSTEM “LINE ITEMS” TAB**

<https://coconutcreek.ionwave.net/>

Item	Description	Estimated Quantities	Unit	Price per Unit	Estimated Total
1	Curbs	400,000	LF	\$0.065	\$26,000
2	Medians (includes concrete/paver surfaces)	170,000	SF	\$0.065	\$11,050
3	Sidewalks / Concrete Walkways	300,000	SF	\$0.065	\$19,500
4	Pavers	100,000	SF	\$0.065	\$6,500
5	Wheel Stops	1,000	EA	\$1	\$1,000
6	Paver Sealing	400,000	SF	\$0.085	\$34,000
7	Ceramic/Concrete Roof Tile	280,000	SF	\$0.10	\$28,000
8	Boardwalks	10,800	SF	\$0.10	\$1,080
9	Building Walls	335,000	SF	\$0.10	\$33,500
<b>Grand Total (Items 1 through 9)</b>					<b>\$ \$160,630</b>

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## **PAYMENT METHODS**

### **VISA PROCUREMENT CARD**

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through Truist Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

### **EFT**

The City of Coconut Creek's Electronic Funds Transfer (EFT) Program allows the City to process payments to vendors electronically, directly to their financial institution of choice. With EFT payments, funds are deposited to vendor's bank account and are available the date the bank receives them. There will be no more waiting to receive payments in the mail, and no trips to the bank to make deposits. EFT payments also reduced the risk of misrouting, theft, and forgery. Additionally, an automated e-mail of the remittance advice will be sent to the e-mail specified by the vendor.

### **PAPER CHECK**

Paper checks can also be processed by the City for vendor payments.

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**SECTION IV – REQUIRED DOCUMENTS****Proposal Requirements Checklist**

Proposer has completed the required documents listed in the checklist below. The required documents shall be executed, notarized (if applicable), and submitted as a condition to this Request for Proposals.

Proposer shall electronically submit all required documents and any other pertinent information electronically through the eBid System.

Required Documents	Yes	No
<b><i>Scope of Services Proposed (Required):</i></b>		
(1) Qualifications and Experience	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Resources and Availability	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) References	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposer Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposal Confirmation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indemnification Clause	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-Collusive Affidavit	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposer's Qualification Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Acknowledgement Proposer's Qualification Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Drug-Free Workplace Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sworn Statement on Public Entity Crimes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Affidavit of Compliance with Foreign Countries of Concern	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scrutinized Companies Certification Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Submitted Pricing through the eBid System "Line Items" Tab	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Certificate of Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Business Tax Receipt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copies of Valid Certifications/Licenses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Company's <a href="http://www.Sunbiz.org">www.Sunbiz.org</a> Record	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Proposer Information

Communications concerning this proposal shall be addressed to:

Company Name: The Pressure Cleaning Man  
 Social Security/Federal Tax I.D. No.: 61-1597071  
 Proposer's Name (Print): Michel Aguilar Title: Owner  
 Address: 13476 Sw 22 Street  
 City/State/Zip: Miramar, Fl, 33027  
 Phone: 954-328-8964 Fax: \_\_\_\_\_  
 Email: thepressurecleaningman@gmail.com

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### ACKNOWLEDGEMENT OF ADDENDA

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**Instructions:** Complete Part I or Part II, Whichever Applies

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**Part I:**

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____

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**Part II:**

☒ No Addendum was received in connection with this RFP.

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It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

*Michael Aguilar*

**08.26.2025**

Proposer's Authorized Signature

Date

**Michael Aguilar**

Proposer's Printed Name

### Proposer's Qualification Statement

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: City of Coconut Creek  
Procurement Division  
4800 West Copans Road  
Coconut Creek, FL 33063

Submitted By: Michael Aguilar  
Name: The Pressure Cleaning Man Inc  
Address: 13476 Sw 22 Street  
City, State, Zip: Miramar, Fl, 33027  
Telephone No. 954-328-8964  
Fax No. \_\_\_\_\_

Check One

- ☒ Corporation  
☐ Partnership  
☐ Individual  
☐ Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: The Pressure Cleaning Man Inc

The address of the principal place of business is: 13476 Sw 22 Street,  
Miramar, Fl, 33027

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: 05-11-2009  
b. State of Incorporation: Florida  
c. President's Name: Michael Aguilar  
d. Vice President's Name: N/A  
e. Secretary's Name: Laura Lopez  
f. Treasurer's Name: Daniela Aguilar  
g. Name and Address of Resident Agent: 13476 sw 22 Street, Miramar, Fl, 33027

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of Organization: \_\_\_\_\_  
b. Name, Address and Ownership Units of all Partners: \_\_\_\_\_  
c. State whether general or limited partnership: \_\_\_\_\_

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

---

N/A

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5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? 16

7. Under what other former name has your organization operated?

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N/A

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8. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.

Insurance Certificates: General Liability, Workers' Compensation, and Auto Insurance (copies attached).

9. **Litigation/Judgments/Settlements/Debarments/Suspensions:**

Submit information on any pending litigation and any judgments and settlements of court cases relative to providing Pressure Cleaning Services that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

The Pressure Cleaning Man, Inc. affirms that there is no pending litigation, judgments, settlements, debarments, or suspensions. The firm has never been suspended or debarred from bidding on government contracts.

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10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?  
The Pressure Cleaning Man, Inc. has never failed to complete any awarded work. All contracts have been performed to completion and in accordance with contract terms.
- 

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

15+ years of experience in pressure cleaning and exterior maintenance. Oversees large-scale municipal and HOA projects across Broward, Miami-Dade, Palm Beach, and out-of-state contracts. Specializes in logistics, equipment, and compliance.

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12. State the name of the individual(s) and titles who will personally supervise the work:

Michael Aguilar – President

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13. State the name and address of the attorney, if any, for the business of the Proposer:

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The Pressure Cleaning Man, Inc. does not currently retain a corporate attorney on staff.  
If required, legal counsel is engaged on an as-needed basis.

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14. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

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Michael Aguilar – President - Owner 100%

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15. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

---

The Pressure Cleaning Man, Inc. does not wholly or partially own any other business entities.

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16. State the name of Surety Company which will be providing the bond, and the name and address of agent:

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Not applicable

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17. List the following information concerning all Proposer's contracts in progress as of the date of submission and completed projects over the last five (5) years. (In case of any co-venture, list the information for all co-ventures.)

<u>Name of Project</u>	<u>Owner</u>	<u>Total Contract Value</u>	<u>Contracted Date of Completion</u>	<u>% of Completion to Date</u>
City of Greenacrest	Pressure cleaning services	\$46,391.01	2026	100%
City of Tamarac	Pressure cleaning services	\$114,840.62	2026	80%
City of Riviera Beach	Pressure cleaning services	\$22,089.60	2026	50%

18. Have you personally inspected the site of the proposed work?

Yes ☒ No ☐



19. Do you have a complete set of documents, including drawings and addenda, if applicable?

Yes ☒ No ☐

20. Did you attend the pre-proposal conference if any such conference was held?

Yes ☒ No ☐ No Conference Held ☐

21. Bank References:

Bank	Address/City/State/Zip	Telephone
Wellsfargo	14701 Miramar Pkwy, Miramar, FL 33027	+19548851590

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 proposal, and if after the award, to cancel and terminate the award and /or contract.

*Michael Aguilar*

\_\_\_\_\_  
Proposer's Signature

08-26-2025

\_\_\_\_\_  
Date

## Drug-Free Workplace Form

The undersigned vendor in accordance with Section 287.087, Florida Statutes as may be amended from time to time, hereby certifies that The Pressure Cleaning Man, Inc does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statutes, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Michael Aguilar  
Proposer's Signature

The Pressure Cleaning Man, Inc  
Company Name

08-26-2025  
Date

**Scrutinized Companies and Countries of Concern per Sections  
287.135, 215.473, and 287.138, Florida Statutes**

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (formerly the Iran Petroleum Energy Sector List); and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph, or if Contractor is found to have been placed on a list created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive certain requirements of this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the City must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the City must not extend or renew any contract that grants access to an individual's personal identifying information unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

The Pressure Cleaning Man, inc is not owned by the government of a Foreign Country of concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Title: Michael Aguilar, Owner

Signature: Michael aguilar Date: 08-26-2025

## Human Trafficking

When an agreement is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The Pressure Cleaning Man, Inc does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Michael Aguilar

Title: Owner

Signature: Michael Aguilar Date: 08-26-2025

**E-Verify Form**

<b>Project Name:</b>	<b>Pressure Cleaning Services</b>
<b>Project No.:</b>	<b>RFP No. 08-27-25-11</b>

ACKNOWLEDGEMENT

**Definitions:**

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

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

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required 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; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, 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 attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

COMPANY CONTACT INFORMATION

**Company Name:** The Pressure Cleaning Man, Inc

**Authorized Signature:** Text

**Print Name:** Michael Aguilar

**Title** Owner

**Date:** 08-26-2025

**Phone:** 954-328-8964

**Email:** thepressurecleaningman@gmail.com

**Website:** <https://thepressurecleaningman.com/>