

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
SUNSHINE CLEANING SYSTEMS, LLC D/B/A PRITCHARD INDUSTRIES
for
JANITORIAL SERVICES
RFP No. 01-15-26-09

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Sunshine Cleaning Systems, LLC d/b/a Pritchard Industries with principal offices located at 3445 NE 12 Terrace, Oakland Park, FL 33334 (the "Vendor") to provide Janitorial Services, RFP No. 01-15-26-09.

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

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 01-15-26-09, all other addenda issued prior to execution of this Agreement, Vendor's Response thereto, and any subsequent properly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between the aforementioned documents, this Agreement will control, followed by the RFP documents, and addenda, in that order.

2) The Work

The Vendor shall perform all work for the City required by the contract documents and RFP No. 01-15-26-09, as set forth below:

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

3) Contract Price

Pricing shall be in accordance with Exhibit "A" (Schedule of Proposal Prices).

4) Contract Term

Vendor shall enter into a six (6) month probationary period beginning _____.
The initial Agreement period shall be for four (4) years commencing on _____.

5) Contract Extension

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

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

6) Agreement Subject to Funding

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

7) Remedies

a) Damages

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

b) Correction of Work

If, in the judgment of the City, work provided by the Vendor 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 Vendor 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.

8) Independent Contractor

Vendor is an Independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Vendor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

9) Non-Exclusive Agreement

The services to be provided by Vendor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude City from engaging other firms to perform the same or similar services for the benefit of City within City's sole and reasonable discretion.

10) Warranties of Vendor: Vendor hereby warrants and represents as follows:

- a) At all times during the term of this Agreement, Vendor shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
- b) At all times during this Agreement, Vendor shall perform its obligations in a prompt, professional and businesslike manner.

11) Insurance Requirements

The Vendor shall provide evidence of insurance as provided in the RFP.

12) Notice

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

CITY

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

VENDOR

Sunshine Cleaning Systems, LLC d/b/a Pritchard Industries
3445 NE 12 Terrace
Oakland Park, FL 3334
Attn: Mike Woodson
Email: mike.woodson@pritchardindustries.com

13) Signatory Authority

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

14) Merger; Amendment

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

15) Attorney's Fees

If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable attorney's fees incurred by them, provided they are the prevailing party in such legal action, and

provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.

16) Joint Preparation

This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

17) Interpretation

The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

18) 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 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.

Sunshine Cleaning Systems, LLC 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: _____ Title: _____

Signature: _____ Date: _____

19) E-Verify Requirements

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor 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 to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/sub consultants/subcontractors) assigned by Vendor to perform work pursuant to the contract with the Department. The Vendor 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.

By entering into this Agreement, the Vendor 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 Vendor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Vendor 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 Vendor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Vendor 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.

20) Scrutinized Companies and Countries of Concern per Sections 287.135, 215.473, & 287.138, Florida Statutes

Vendor 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 Vendor 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 Vendor provides the City with an affidavit signed by an authorized representative of the Vendor, under penalty of perjury, attesting that the Vendor 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 Vendor provides the City with an affidavit signed by an authorized representative of the Vendor, under penalty of perjury, attesting that the Vendor 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.

_____ 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: _____

Signature: _____ Date: _____

21) Foreign Gifts and Contracts

The Vendor 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."

22) Uncontrollable Circumstances (“Force Majeure”)

As used herein, “Force Majeure” means the occurrence of any event that prevents or delays the performance by either party of its obligations hereunder which are beyond the reasonable control of the non-performing party. Examples of “Force Majeure” include, but are not limited to, acts of God, natural disasters or emergency governmental action. To invoke this paragraph, immediate written notice, consistent with the “Notice” provisions of this Agreement, must be sent by the non-performing party describing the circumstances constituting force majeure and proof that the non-performance or delay of performance is a direct and reasonable result of such event(s). The City reserves its right to challenge the invocation by the Vendor within five (5) calendar days of receipt of said notice, in such case uninterrupted performance is required. However, in the event the invocation is accepted by the City, the Vendor must take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Vendor’s performance requirements under this Agreement. All obligations must resume when the circumstances of such event(s) have subsided, or other arrangements are made pursuant to a written amendment to this Agreement.

23) Signatory Authority

Upon request, the Vendor must provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

24) Counterparts and Multiple Originals

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is hereby deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

25) Compliance with the Davis-Bacon Act

a) All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The Vendor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b) Vendors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c) Additionally, Vendors are required to pay wages not less than once a week.

26) Compliance with the Copeland “Anti-Kickback” Act

a) **Vendor.** The Vendor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

b) **Subcontracts.** The Vendor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c) **Breach.** A breach of the agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

27) Prohibited Telecommunications Equipment

Vendor represents and certifies that it and its applicable subconsultant 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 executing this Agreement, Vendor represents and certifies that Vendor and its applicable subconsultant(s) shall 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 Vendor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subconsultant at any tier or by any other source, Vendor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

28) Rights to Inventions

If FEMA's funding for this Agreement meets the definition of "funding agreement," and if this Agreement constitutes a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by FEMA.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. City of Coconut Creek, through its City Manager or designee and Sunshine Cleaning Systems, LLC, dba Pritchard Industries, Vendor, signing by and through its President or designee, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Sheila N. Rose
City Manager

Date

Joseph J. Kavanagh
City Clerk

Date

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney

Date

[Vendor Signature on Following Page]

VENDOR

ATTEST:

Sunshine Cleaning Systems, LLC d/b/a
Pritchard Industries

(Corporate Secretary)

Signature of President/Owner

Date

Type/Print Name of Corporate Secy.

Type name of President /Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF _____:

COUNTY OF _____:

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

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

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

EXHIBIT "A"

CITY OF COCONUT CREEK
JANITORIAL SERVICES
RFP NO. 01-15-26-09

SCHEDULE OF PRICES

DESCRIPTION	Monthly	Annual
City-Wide Janitorial Services	\$57,303.05	\$687,636.60
Total:	\$57,303.05	\$687,636.60

Line #	Description	QTY	UOM	Unit	Extended to Annual
1	A. BUILDINGS				
1.1	City Hall	12	MO.	\$4,720.21	\$ 56,642.52
1.2	Police Department and Records	12	MO.	\$3,532.48	\$ 42,389.76
1.3	City Commission Offices	12	MO.	\$971.72	\$ 11,660.64
1.4	Public Works EOC and Information Technology	12	MO.	\$2,344.69	\$ 28,136.28
1.5	Utilities and Engineering	12	MO.	\$2,487.56	\$ 29,850.72
1.6	Fire Department Substation #94 - Offices Only	12	MO.	\$748.45	\$ 8,981.40
1.7	Sabal Pines Parks Offices	12	MO.	\$1,008.59	\$ 12,103.08
1.8	911 Dispatch	12	MO.	\$2,407.28	\$ 28,887.36
1.9	Community Center - Cleaned two (2) times per day	12	MO.	\$4,523.08	\$ 54,276.96
1.10	Recreation Complex - Cleaned two (2) times per day	12	MO.	\$5,350.81	\$ 64,209.72
	TOTAL				\$ 337,138.44
2	B. PARKS AND PAVILLIONS				
2.1	Community Center (outside only)	12	MO.	\$1,171.74	\$ 14,060.88
2.2	Recreation Complex (outside only)	12	MO.	\$1,171.74	\$ 14,060.88
2.3	Windmill Park	12	MO.	\$1,171.74	\$ 14,060.88
2.4	Hosford Park	12	MO.	\$1,171.74	\$ 14,060.88
2.5	Donaldson Park	12	MO.	\$1,171.74	\$ 14,060.88
2.6	George S. Gerber Park	12	MO.	\$1,171.74	\$ 14,060.88

2.7	Winston Park	12	MO.	\$1,171.74	\$	14,060.88
2.8	Cypress Park	12	MO.	\$1,171.74	\$	14,060.88
2.9	Sabal Pines Park	12	MO.	\$1,171.74	\$	14,060.88
2.10	Lakeside Park	12	MO.	\$1,171.74	\$	14,060.88
					\$	140,608.80
3	C. PARKS WITHOUT RESTROOM AND PAVILLIONS					
3.1	Veterans Park	12	MO.	\$585.87	\$	7,030.44
3.2	Sunshine Drive Park	12	MO.	\$585.87	\$	7,030.44
3.3	Pond Apple Park	12	MO.	\$585.87	\$	7,030.44
3.4	Lyons Creek Field Area	12	MO.	\$585.87	\$	7,030.44
3.5	Lakewood Park	12	MO.	\$585.87	\$	7,030.44
3.6	Coco Point Park	12	MO.	\$585.87	\$	7,030.44
					\$	42,182.64
4	100 Sheltered and Unsheltered City-Wide Bus Stops					
	City-Wide Bus Stops	12	MO.	\$7,841.83	\$	94,101.96
5	Detail Deep Cleaning Services					
5.1	Temporary Fire Station 113	12	MO.	\$617.40	\$	7,408.80
5.2	Fire Station 50	12	MO.	\$1,094.26	\$	13,131.12
5.3	Fire Station 94	12	MO.	\$660.34	\$	7,924.08
					\$	28,464.00
6	GREENWAYS					
6.1	Coral Tree - 3800 Lyons Road	12	MO.	\$537.39	\$	6,448.68
6.2	Hilton Road -5100 Hilton Road	12	MO.	\$537.39	\$	6,448.68
6.3	Long Pine South -6901 Lyons Road	12	MO.	\$537.39	\$	6,448.68
6.4	Pine Creek -5101 W. Hillsboro Blvd	12	MO.	\$537.39	\$	6,448.68
6.5	Winston Park -5201 NW 49th Ave.	12	MO.	\$537.39	\$	6,448.68
6.6	Country Lakes -6800 NW 39th Ave.	12	MO.	\$537.39	\$	6,448.68
6.7	69th St NW 51st Terr. -East and West	12	MO.	\$537.39	\$	6,448.68
					\$	45,140.76
7	D. ADDITIONAL SERVICES AS NEEDED ONLY					
7.1	Spray buff resilient floors	1	SQ. FT.	\$0.25	\$	0.25
7.2	Carpet shampooing	1	SQ. FT.	\$0.25	\$	0.25

7.3	Floor stripping, waxing, and sealing	1	SQ. FT.	\$0.45	\$	0.45
7.4	Cleaning and sealing grout lines	1	SQ. FT.	\$0.45	\$	0.45
7.5	Glass cleaning	1	SQ. FT.	\$0.09	\$	0.09
7.6	Pressure cleaning	1	SQ. FT.	\$0.07	\$	0.07
7.7	Carpet shampooing (extraction method)	1	SQ. FT.	\$0.25	\$	0.25
7.8	Upholstery shampooing	1	SQ. FT.	\$0.40	\$	0.40

8 E. ADDITIONAL LOCATIONS AS NEEDED ONLY

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

8.1	City Manager / City Attorney Suites, 4800 W. Copans Rd. (3384 sq. ft.)	Completed in a 24-hour period, twice per year, roughly 6 months apart		\$950.62	\$	950.62
8.2	Fire station #50, 4500 Coconut Creek Parkway (4583 sq. ft.)			\$1,275.40	\$	1,275.40
8.3	Fire Station #94. 4455 Sol Press Blvd. (2576 sq. ft.)- (Sleeping quarters, kitchen & Locker rooms only)			\$950.62	\$	950.62
8.4	Fire Station #113, 6000 Wiles Road (Temporary trailer, 2856 sq. ft.)			\$725.36	\$	725.36
8.5	Rowe Community Center, 900 NW 43 Ave. (3553 sq. ft.)			\$900.24	\$	900.24

9 F. HOURLY RATES FOR EMPLOYEES AND ADDITIONAL SERVICES

9.1	Vendor to propose "Employee" hourly rate (minimum of \$14/hr., not including benefits) for the State of Florida	1	HR.	\$14.50	\$	14.50
9.2	Vendor to propose "Employee" annual wage hourly escalation (minimum of three (3%) percent)		Percentage increase per year	3.0%		3.0%
9.3	Additional: One (1) Person for general duties	1	HR.	\$24.32	\$	24.32
9.4	Additional: One (1) Person for electrostatic spraying	1	HR.	\$25.00	\$	25.00

10	G. MATERIALS AND SUPPLIES				
10.1	Please state your percentage mark up for Materials and Supplies		Percentage Mark up	8%	8%

NOTE:

Proposer agrees to supply services at the prices bid in accordance with the terms, conditions, and specifications contained in RFP No. 01-15-26-09. All price information to be used in the RFP evaluation should be on this page.