

RESOLUTION NO. 2021 – 060

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH ENCOMPASS CSI, LLC TO PROVIDE JANITORIAL SERVICES AT TOWN HALL; APPROVING A THREE (3) YEAR SERVICE AGREEMENT WITH THREE (3) – ONE (1) YEAR OPTIONAL RENEWALS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to enter into a Town Hall Janitorial Services Agreement (the "Project"); and

WHEREAS, the Town advertised a Request For Quote, RFQ No. 21-104 on May 21, 2021 through the Town's competitive procurement process; and

WHEREAS, Encompass CSI LLC provided the lowest most responsive and responsible quote as per the Town's procurement process; and

WHEREAS, the Town would like to enter into an agreement with Encompass CSI, LLC for a three (3) year term, which may be renewed for up to three (3), one (1) year terms at the sole option of the Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement with Encompass CSI, LLC for Town Hall Janitorial Services in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 3: The Town Council hereby approves a three (3) year service agreement with three (3) one (1) year optional renewals.

Section 4: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 8th day of July 2021, on a motion by

C/m Jablonski and seconded by V/m Hartmann.

Breitkreuz	<u>Yes</u>
Hartmann	<u>Yes</u>
Allbritton	<u>Yes</u>
Jablonski	<u>Yes</u>
Kuczynski	<u>Yes</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

ATTEST:

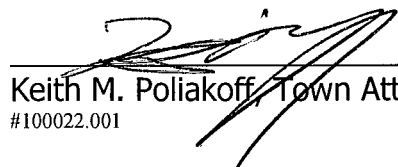


Russell Muñiz, Assistant Town Administrator/Town Clerk



Steve Breitkreuz, Mayor

Approved as to Form and Correctness:



Keith M. Poliakoff, Town Attorney
#100022.001

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

EXHIBIT A – Agreement



AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
Encompass CSI, LLC

RFQ NO.: 21-104

TOWN HALL JANITORIAL SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

AGREEMENT FOR

"RFQ No.: 21-104 TOWN HALL JANITORIAL SERVICES"

THIS IS AN AGREEMENT (the "Contract") made and entered into on this _____ day of _____, 20____, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "Town"), and _____ (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to contract for Town Hall Janitorial Services ("Project"); and

WHEREAS, the Town advertised an Request For Quotes, RFQ No. 21-104 on _____, 20____ ("RFQ"); and

WHEREAS, ___ Quotes were received by the Town on _____, 20____; and

WHEREAS, the Town has adopted Resolution No. 21-_____ at a public meeting of the Town Council approving the recommended award and has selected _____ for award of the Project; and

WHEREAS, Contractor's Quote is attached to this Contract as Exhibit "A" and made a part hereof.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFQ to which this Agreement is EXHIBIT "A" and which is made a part hereof by this reference (the "Work"). This Agreement, as well as all Exhibits, the RFQ, Contractor's Quote, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the "Agreement Documents" and incorporated herein by reference. To the extent of any conflict among the Agreement Documents, the more stringent criteria relative to Contractor's performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida.
- 1.3 By submitting its Quote and entering into this Agreement, Contractor represents that it has informed itself of the conditions that exist at the sites and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Agreement Price. Furthermore, all costs for the proper disposal of excess material generated

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onsite in the performance of the Work have likewise been included and accounted for within the Agreement Price.

Section 2: Term of this Contract and Contract Time

- 2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for:

“RFQ 21-104 - Town Hall Janitorial Services”

- 2.2 The Town shall have the ability to terminate this Contract as provided in “Section 18: Termination.”
- 2.3 A three (3) year contract term is contemplated, and may be renewed in the sole discretion of the Town for up to three (3), one (1) year renewals. Funding shall be subject to annual appropriation. The receipt, evaluation and award of a contract shall be in accordance with the Invitation for Quote advertisement.
- 2.3 Contractor shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Contractor waives any and all other claims against the Town.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Contract for a total, not to exceed a monthly fee of \$1100.00 Dollars for years one (1) and two (2) and \$1200.00 Dollars for year three (3) with three (3) - one (1) year renewals at \$1,200.00 (“Contract Price”). See Exhibit “C” for additional pricing.
- 3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Contractor in accordance with the terms and conditions of this Contract, and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town, that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.

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- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property.

Section 4: Assignment

- 4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Contractor's Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFQ.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.

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- 6.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
 - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
 - C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage, and not less than Two Million Dollars (\$2,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- 6.7 Contractor shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by the Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches

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13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

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- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement. Contractor agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 8: Laws and Regulations

Contractor agrees comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

Section 9: Taxes and Costs

All federal, state and local taxes relating to Contractor's Work under this Agreement and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Agreement shall be paid by Contractor.

Section 10: Indemnification

To the fullest extent permitted by Florida law, Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

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Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

Section 12: Sovereign Immunity

Nothing in this Agreement is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability, as provided for in Florida Statutes, as worded or amended, and all Florida case law interpreting same.

Section 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 14: No Third Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 15: Funding

The obligation of the Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations, and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement.

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Contractor represents that all persons performing Work under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly- claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFQ process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFQ and any contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to the Town, to transfer to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the Contract by the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTOR'S DUTY TO PROVIDE

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PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

Section 18: Termination

The Contract may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Contractor with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Contractor in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, the Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

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- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by the Town.** In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Contract;
 4. Contractor's failure to maintain any Insurance required by Section 6 of this Contract; or
 5. Contractor's violation of Section 18 of this Contract.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor, then existing, or which may thereafter accrue. Any retention or payment of moneys due Contractor by the Town will not release Contractor from liability.

Section 19: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Quote on a contract to provide any goods or services to a public entity, may not submit a Quote on a contract with a public entity for the construction or repair of a public building or public work, may not submit Quotes on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this Section by Contractor shall result in the Town's immediate termination of this Contract.

Section 20: Use of Awarded Quote by Other Governmental Units

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Contractor agrees that this Contract may be utilized by other governmental entities or units to provide the specified services. The Town does not become obligated, in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Contract

The Town and Contractor may request changes that would increase, decrease or otherwise modify the scope of Work to be provided under this Contract. Such changes only become part of this Contract and increase, decrease or otherwise modify the Work or the Contract Price under this Contract if evidenced by a written Change Order executed by the Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Contract.

Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Contract shall be construed to operate as a waiver of any of the Town's rights under this Contract or of any causes of action arising out Contractor's performance of the Work under this Contract, and Contractor shall be and remain liable to the Town for all damages to the Town caused by Contractor's negligent or improper performance of any of the Work furnished under this Contract, irrespective of the Town's review, approval or payment for any of the Work under this Contract. The rights and remedies of the Town provided for, under this Contract, are in addition to all other rights and remedies provided to the Town by law.

Section 23: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Contract shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Contract shall be governed by the substantive laws of the State of Florida.

Section 24: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Agreement, CONTRACTOR and the TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to, or arising out of THIS Agreement.

Section 25: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 26: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Contract.

Section 27: Days

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The terms "days" as referenced in this Contract shall mean consecutive calendar days.

Section 28: Written Mutual Agreement

This Contract is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understandings between the parties hereto, whether written or oral, which are merged herein.

Section 29: No Amendment or Waiver

This Contract may not be changed, altered or modified, except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Contract prior to the initiation of any Work reflecting such change.

Section 30: Severability

In the event any term or provision of this Contract shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect, or be deemed severed from the Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Contractor and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by

TOWN OF SOUTHWEST RANCHES, FLORIDA
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the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to the Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

Encompass CSI, LLC
6555 Powerline Road, Suite 304
Fort Lauderdale, FL 33309

Section 33: Miscellaneous

- A. **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.

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- B. Audit and Inspection Rights and Retention of Records.** The Town shall have the right to audit the books, records and accounts of Contractor that are related to this Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract.

Contractor shall preserve and make available, at reasonable times for examination and audit by the Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Contract, unless Contractor is notified in writing by the Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Contract.

- C. Independent Contractor.** Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the Town and Contractor a partnership or joint venture.
- D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- G. Joint Preparation.** The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.
- J. Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- K. Truth-in-Negotiation Certificate.** Signature of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

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IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: Encompass CSI, LLC and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 28th day of May 2021.

WITNESSES:

J. Fisher
Robert R. R.

CONTRACTOR:

By: James Fischer
Name: James Fischer
Title: Vice President
28th day of May 2021

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor
____ day of _____, 20____

By: _____
Andrew D. Berns,
Town Administrator
____ day of _____, 20____

ATTEST:

Russell Mufiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

EXHIBIT B – Locations & Cleaning Schedule

Location:

Town Hall Administrative Offices, PD Offices, and Town Hall Council Chambers, 13400 Griffin Road (approximately 10000 sq. ft.)

Service Times:

- 6:00 pm – 7:00 am and/or weekends

Supplies and Equipment

- All supplies must be provided by the vendor
 - All hand soaps must be anti-bacterial, and toilet products Cottonelle grade or equal.
- Vendor will provide all necessary cleaning equipment and follow all CDC guidelines.

Twice Weekly (each servicing day, Wednesday between the hours of 6:00 PM to 7:00am Thursday and Friday beginning at 6:00pm -- through Sunday 12:00am)

- Clean and disinfect fixtures and surfaces
- Empty all trash and recyclable containers (and wash trash lids and containers as needed before replacing liner) in all rooms, hallways and outside of building. Contractor shall transport waste to location in the manner designated by the Town.
- Replace plastic liners of appropriate size in waste receptacles as necessary.
- Replace paper liner of sanitary items disposal containers in ladies restroom. Clean and restock restrooms.
- Sweep and mop all hard floors (I.E. non-carpet floors) (Wet mop and disinfect all non-carpeted floor areas. Wash and mop procedures should leave a clean appearance, without streaks or spouts, and should not splatter on walls or baseboard. Vinyl and tile floors shall appear shiny and buffed at all times. Floor tiles and grout should be maintained in a clean and stain free condition.
- Clean and disinfect all restrooms, including toilets, urinals, sinks, mirrors, floors, walls, doors partitions and fixtures. Toilet and washrooms must be maintained in a clean and sanitary condition. Tile surfaces shall be maintained in a clean unstained condition. The mirrors shall be streak and spot free.
- Wipe down, clean and disinfect the outside of all appliances with suitable cleaners. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures in staff break room area.
- Clean all surfaces in kitchen/break room including microwave.

Weekly

- Spray buff hard floors
- Clean and polish wood surfaces (conference tables and cabinetry)
- Remove bagged shredded paper
- Dust all horizontal surfaces including window sills, shelves, and open or clear desktops (Maintain all desks, file cabinets, countertops, ledges sills, communication consoles and all furniture in a dust free condition. Clean all Formica or wood dais, podiums and other surfaces as necessary to maintain a clean well-polished appearance.
- Clean water cooler dispenser trays

TOWN OF SOUTHWEST RANCHES, FLORIDA
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- Spot clean walls in hallways
- Remove all cobwebs from windows and patio areas
- Clean all metal doors
- Vacuum all carpeted areas

Monthly

- Clean all interior and exterior glass
- Clean all ceiling registers including air conditioning vents
- Wipe out refrigerator and microwave in kitchen

Quarterly

- First week of July, October, January and April, remove 3 entranceway carpets (1) 46x33; (2) 67X43) for cleaning and replace with auxiliary clean carpets.

Semi-Annually

- Recondition hard/tile floors
- Strip and wax non-carpeted area in general area excluding Chambers
- Pressure clean all concrete areas surrounding the building including sidewalks, curbs, remove water stains on building
- Clean patio floors and surfaces, furniture and equipment. Remove bugs and cobwebs from the patio area.

Annually

- Clean carpet by extraction method
- Clean cloth chairs by extraction method
- Remove chairs and tables, strip and wax Chambers, and general administrative areas, replace chairs and tables in accordance to plan.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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EXHIBIT C - General Housekeeping Provisions

A. Equipment:

The Contractor must furnish and maintain, in good repair, all equipment and machinery including, but not limited to mops, brooms, floor machines, etc., and any other equipment and machinery necessary to perform assigned duties at its own expense. A complete list of equipment used in the Town building must be provided and approved. Contractor shall avoid using any fuel operated machinery or equipment in the interior of the building.

B. Basic Cleaning Fundamentals:

The Contractor will be required to adhere to the following basic cleaning fundamentals:

1. Perform all activities safely and in accordance with CDC guidelines
2. Clean for health first and appearance second.
3. Maximize extraction of pollutants from the occupied space.
4. Minimize chemicals, particles and moisture.
5. Minimize human exposure to indoor pollutants.
6. Clean to improve the total environment.
7. Properly dispose of cleaning wastes.

C. General Housekeeping Procedures:

The Contractor must provide Town with a written copy of their housekeeping procedures. Contractor must furnish the Town with written inspection reports and total number of hours for janitorial on each service day. Contractor must furnish the Town with a report of the results of a complete formal inspection every six months. General housekeeping procedures should include, but are not limited to the following:

1. Properly dispose of trash, waste and a product that is able to be recycled.
2. Avoid the use of cleaning solutions and chemicals containing, ammonia, chlorine or harsh detergents.
3. Avoid sweeping to reduce airborne dust.
4. Use a dry lint-free dust mop on non-carpeted floors
5. Stripping:

- a. When using a highly alkaline striper, be sure to rinse/neutralize thoroughly after stripping.
- b. When using sealer, apply a minimum of two thin coats. Allow sealer to dry thoroughly between coats and before applying floor finish.
- c. Always apply a minimum of two coats of wax allowing floor to dry thoroughly between applications.

6. Scrubbing/Refinishing:

- a. Scrub floor with grade pads before refinishing
- b. Scrub with a floor cleaning compound designed expressly for deep cleaning prior

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to refinishing. Do not use a neutral cleaner for this process. Rinse floor thoroughly and allow drying before refinishing.

ADDITIONAL PRICING (Additional Services as requested by the Town):

Additional Services	Frequency	Price
Pressure clean all concrete areas surrounding the Town Hall building and shed including sidewalks, curbs.	Upon Request, Price should be for each request.	\$ 1,200.00
Remove water stains on building and shed.	Upon Request, Price should be for each request.	\$600.00
Clean patio furniture and equipment	Upon Request, Price should be for each request.	\$ 300.00
Pressure clean roof	Upon Request, Price should be for each request.	\$ 2,500.00

**EXHIBIT D -
DRUG FREE WORKPLACE**

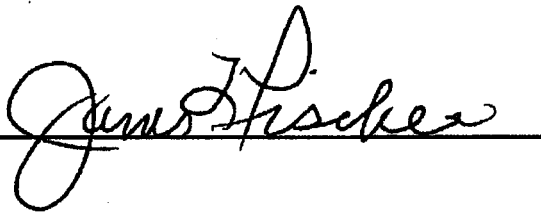
TOWN OF SOUTHWEST RANCHES, FLORIDA
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Proposer must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 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 Proposal 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 Proposal, 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 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 or plea.
- 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), any employee who is so convicted or takes a plea.
- 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.

PROPOSER'S SIGNATURE: _____



PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
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**EXHIBIT E -
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Town of Southwest Ranches
by Encompass CSI, LLC
for Janitorial Services
whose business address is 6555 Powerline Road, Suite 304, Fort Lauderdale, FL 33309

and (if applicable) its Federal Employer Identification Number (FEIN) is 83-2340372

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:

(i). A predecessor or successor of a person convicted of a public entity crime; or

(ii). 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 person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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5. I understand that a "person" as defined in Para. 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 Proposals or applies to Proposal 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, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

 X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 X The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
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PROPOSER: Encompass CSI, LLC

By: *James Fischer*

James Fischer

(Printed Name)

Vice President

(Title)

Sworn to and subscribed before me this 26th day of May, 2021

Personally known ✓

Or Produced Identification DL F655-013-80-881-1

(Type of Identification)

Notary Public - State of Florida

Angelica Fernandez
Notary Signature

My Commission Expires Sept. 22nd, 2023

(Printed, typed, or stamped commissioned name of notary public)



ANGELICA FERNANDEZ
Commission # GG 915489
Expires September 22, 2023
Bonded Thru Budget Notary Services

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**EXHIBIT F -
NON-COLLUSION AFFIDAVIT**

State of Florida) ss:

County of Broward)

James Fischer being first duly sworn deposes and says that:

- (1) He/She is the Vice President (Owner, Partner, Officer, Representative or Agent) of Encompass CSI, LLC, the proposer that has submitted the attached Proposal;
- (2) He/She is fully informed with respect to 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 any overhead, profit, or cost elements of the Proposal or of any other proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Bid 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; and
- (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 Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

By: James Fischer

James Fischer

(Printed Name)

Vice President

(Title)

Sworn to and subscribed before me this 26th day of May, 2021.

Personally known ✓

Or Produced Identification DL #655 - 013 - 80 - 881 - 1
(Type of Identification)

Notary Public - State of Florida

[Signature]
Notary Signature

My Commission Expires Sept. 22nd, 2023

(Printed, typed, or stamped commissioned name of notary public)



ANGELICA FERNANDEZ
Commission # GG 915489
Expires September 22, 2023
Bonded Thru Budget Notary Services

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**EXHIBIT G -
ANTI-LOBBYING CERTIFICATION FORM**

1. The prospective participant certifies to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: Encompass CSI, LLC

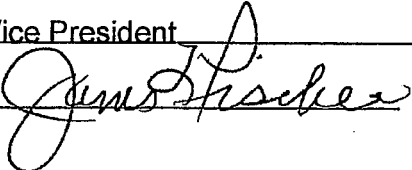
Street address: 6555 Powerline Road, Suite 304

City, State, Zip: Fort Lauderdale, FL 33309

Certified By: James Fischer

(type or print)

Title: Vice President

Signature:  Date: 5/28/2021

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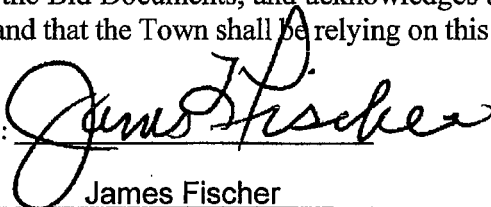
**EXHIBIT H -
PROPOSER CONFIRMATION OF QUALIFICATIONS**

The Contract will be awarded only to a responsible and eligible proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Invitation For Bids, and which can complete the Work within the time schedule specified.

At the time of the Bid, the proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Invitation For Bids.

1. All license, certificate and experience requirements must be met by the proposer (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by proposer who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Bid, proposer represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer's Signature:



Proposer's Name: James Fischer

Proposer's Address: 6555 Powerline Road, Suite 304

Fort Lauderdale, FL 33309

Proposer's Phone Number: 877-750-7767 or 954-275-2572

Proposer's Email: jim.fischer@encompassonsite.com

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this IFB):

Proposer's Firm: Encompass CSI, LLC

[Signatures on next page]

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RFQ 21-104 - Town Hall Janitorial Services

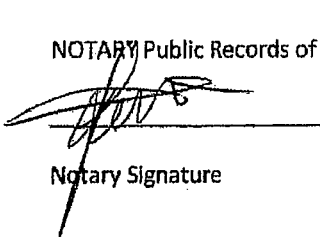
State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 26th day of May, 2021 by James Fischer of Encompass CSI, LLC (Proposer), who is personally known to me or who has produced N 765-013-80-881-1 as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Broward County, Florida


Notary Signature



ANGELICA FERNANDEZ
Commission # GG 915469
Expires September 22, 2023
Bonded Thru Budget Notary Services

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

Proposer's Firm: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

***EXHIBIT I -
CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor**

State of Florida)

) ss:

County of Broward)

Type text here

I HEREBY CERTIFY that James Fischer, as Principal or Owner

of (Company name) Encompass CSI, LLC, is hereby authorized to execute the Bid dated
28th May 2021, to the Town of Southwest Ranches and his execution thereof, attested by the
undersigned, shall be the official act and deed of Encompass CSI, LLC.

(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of May, 2021.

J. Fischer

Secretary:

(SEAL)

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

***EXHIBIT J -
CERTIFICATE OF AUTHORITY (If Partnership)**

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that a meeting of the Partners of the N/A

A partnership existing under the laws of the State of _____, held on _____, 20____ the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as of the Partnership, be and is hereby authorized to execute the Bid dated, _____, 20____ to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this __, day of _____, 20____.

Secretary:

(SEAL)

PROPOSER FIRM: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

***EXHIBIT K -
CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company**

State of Florida)

) ss:

County of Broward)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of Florida, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that James Fischer, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, 15th March, 20 21, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this 28th day of May, 2021.

J. Fischer

Secretary:

(SEAL)

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

***EXHIBIT L -
CERTIFICATE OF AUTHORITY (If Joint Venture**

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that a meeting of the Principals of the N/A

A corporation existing under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as
_____ of the Joint Venture be and is hereby authorized to
execute the Bid dated, _____ 20____, to the Town of Southwest Ranches official act and deed of this
Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have here unto set my hand this _____, 20____.

Secretary:

(SEAL)

PROPOSER FIRM : _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

EXHIBIT N -
GOVERNMENTAL CONTACT INFORMATION

Please list NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON
Town of Southwest Ranches	1340 Griffin Road, Southwest Ranches FL 33330	954-343-7476	Sandy Luongo
City of Miramar	2300 Civic Center Pl. Miramar, FL 33027	954-602-3121	Alicia Ayum
City of Miami Springs	201 West View Dr. Miami Springs, FL 33166	305-416-9110	Anne Perez
City of Pompano Beach	1205 NE 5th Ave. Pompano Beach, FL 33060	954-545-7030	Phil Hyer
City of Hollywood	2600 Hollywood Blvd Hollywood, FL 33022	954-921-3299	Steve Stewart

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT O -
ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS**

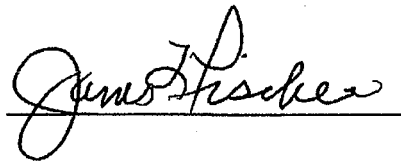
TO THE TOWN OF SOUTHWEST RANCHES:

Encompass CSI, LLC, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to Encompass CSI's failure to comply with such regulations.

ATTEST

CONTRACTOR

BY:



James Fischer

Print Name

Date: 28th May, 2021

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT P -
PROPOSER CONFIRMATION OF QUALIFICATIONS**

The Contract will be awarded only to a responsible and eligible proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request For Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request For Proposals.

All license, certificate and experience requirements must be met by the proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by proposer who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Proposal, proposer represents that it meets the requirements set forth above, and as set forth in the Proposal Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer: Encompass CSI, LLC

Proposer's Name: James Fischer

Proposer's Address: 6555 Powerline Road, Suite 304
Fort Lauderdale, FL 33309

Proposer's Phone Number: 954-2752572

Proposer's Email: jim.fischer@encompassonsite.com

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):

PROPOSER FIRM: Encompass CSI, LLC

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 26th day of May, 2021 by James Fischer of Encompass CSI, LLC (Proposer), who is personally known to me or who has produced N 705-013 80-81-1 as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Broward County, Florida

[Signature]
Notary Signature



ANGELICA FERNANDEZ
Commission # GG 915489
Expires September 22, 2023
Bonded Thru Budget Notary Services

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

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT Q -
PROPOSER EXPERIENCE QUESTIONNAIRE**

The proposer's response to this questionnaire will be utilized as part of the Town's Proposal Evaluation and Contractor selection. Proposer must have current licensures applicable to this type of work and must have experience on comparable work. (MUST COMPLETE EVEN IF ADDITIONAL REFERENCE PAGE SUPPLIED)

List comparable contract experience and client references:

Project Name: Janitorial Services

Contract Amount: \$16,200 per year

Contract Date: 5/01/2019-present

Client Name: Town of Southwest Ranches

Address: 1340 Griffin Road, Southwest Ranches FL 33330

Contact Person: Sandy Luongo

Contact Person Tel. No.: 954-434-7476

Contact Person Email: sluongo@southwestranches.org

Project Name: Janitorial Services

Contract Amount: \$480,000.00

Contract Date: 2012-2019

Client Name: City of Miramar

Address: 2300 Civic Center Drive, Miramar FL 33027

Contact Person: Alicia Ayum

Contact Person Tel. No.: 954-602-3121

Contact Person Email: aayum@miramarfl.gov

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

EXHIBIT U – W9

INSERT W – 9

Must be current October 2018, signed, dated and legible

W-9

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Encompass CSI, LLC

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6555 Powerline Road, Suite # 304

6 City, state, and ZIP code
Fort Lauderdale, FL 33309

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

8	3	-	2	3	4	0	3	7	2
---	---	---	---	---	---	---	---	---	---

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 **M. Hay**

Date **5/28/2021**

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT V -
PROOF OF INSURANCE**

INSERT PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

7/29/2021

DATE (MM/DD/YYYY)

7/23/2020

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

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1466150 Encompass CSI LLC 6555 Powerline Road, Suite 304 Ft. Lauderdale FL 33309	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Charter Oak Fire Insurance Company		25615
	INSURER B: The Phoenix Insurance Company		25623
	INSURER C: Travelers Property Casualty Co of America		25674
	INSURER D: Everest National Insurance Company		10120
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 16218871 **REVISION NUMBER:** XXXXXXXX

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	660-8N884934	7/29/2020	7/29/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	BA-8N889794	7/29/2020	7/29/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	N	N	CUP-8N912243	7/29/2020	7/29/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SW3WC00033201	7/29/2020	7/29/2021	☒ PER STATUTE ☐ OTH-ER 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)
The Town of Southwest Ranches is included as additional insured for General Liability as required by written contract.

CERTIFICATE HOLDER

16218871

The Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches FL 33330

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT X -
ANTI-LOBBYING CERTIFICATION FORM**

1. The prospective participant certifies to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: Encompass CSI, LLC

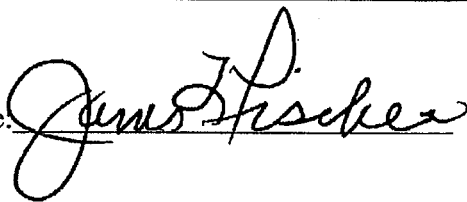
Street address: 6555 Powerline Road, Suite 304

City, State, Zip: Fort Lauderdale, FL 33309

Certified By: James Fischer

(type or print)

Title: Vice President

Signature: 

Date: 5/28/2021

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT Y - (2 CFR 200 COMPLIANCE)
OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS**

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor 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 contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be

TOWN OF SOUTHWEST RANCHES, FLORIDA
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responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

TOWN OF SOUTHWEST RANCHES, FLORIDA
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Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
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**EXHIBIT Z -
INSERT PROOF OF E-VERIFY REGISTRATION**

**Proposer MUST provide copy of MEMORANDUM OF UNDERSTANDING including page with
Proposer Name and EIN number.**

Download from <https://www.e-verify.gov/employers>

Company ID Number: 52669

Approved by:

Employer Encompass Onsite	
Name (Please Type or Print) Marcell D Haywood	Title
Signature Electronically Signed	Date 09/03/2007
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/03/2007

Company ID Number: 52669

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Encompass Onsite
Company Facility Address	6555 Powerline Rd. Suite #304 Fort Lauderdale, FL 33309
Company Alternate Address	6555 Powerline Rd Suite #304 Fort Lauderdale, FL 33309
County or Parish	BROWARD
Employer Identification Number	201888766
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	3

Company ID Number: 52669

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)
NORTH CAROLINA	1 site(s)
SOUTH CAROLINA	1 site(s)

Company ID Number: 52669

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Marcell D Haywood
Phone Number (954) 318 - 2477 ext. 803
Fax Number (888) 371 - 1429
Email Address marcel.haywood@encompassonsite.com

Name Francisco J Olivar
Phone Number (877) 750 - 7767 ext. 802
Fax Number (888) 371 - 1429
Email Address francisco.olivar@encompassonsite.com

Name Rebeca De Ojeda
Phone Number (877) 750 - 7767 ext. 829
Fax Number (888) 371 - 1429
Email Address rebeca.deojeda@encompassonsite.com



Date: March 15, 2021

REQUEST FOR QUOTATIONS

RFQ No.: 21-104

ALL INTERESTED PARTIES:

The Town of Southwest Ranches is interested in obtaining quotes from qualified, licensed, insured, and contractors, to provide Town Hall Janitorial Services as described herein. The services consist of furnishing all labor, machines, equipment, tools, materials, cleaning supplies, including all paper goods, trash receptacle liners and supervision necessary to perform and maintain the facilities in a neat, clean, and orderly condition. All labor and materials must be in compliance with all Local, State, Federal and standards. The vendor must follow all CDC guidelines in regards to Covid-19, it's variants or any other pandemic.

Attached is the SCOPE of Work & detailed specification sheets.

Quotes must be submitted to the General Services Manager by US Mail, at 13400 Griffin Road, Southwest Ranches, FL 33330, Fax at 954-434-1490 or Email sluongo@southwestranches.org until **2:00 P.M. Friday May 28,, 2020, for:**

"TOWN HALL JANITORIAL SERVICES

LOCATED AT 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FL 33330"

RFQ No.: 21 – 104

TOWN OF SOUTHWEST RANCHES, FLORIDA
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Each submittal shall include:

- Copies of all required licenses
- Two (2) references, letter of recommendation preferred.
- The Quote shall include Broward County Local Business Tax Receipt if the quote value is greater than or equal to \$10,000.
- The Quote shall include all exhibits (Pages 2 -51)

The Town will make a final decision deemed to be in the best interests of the Town, and anticipates the use of a purchase order and written agreement to confirm the terms of the services, as may be acceptable to the Town. Pursuant to the Town's Procurement Code, this RFQ shall not be deemed a competitive procurement, and there shall be no rights of protest associated with decisions which may be made by the Town.

The Town of Southwest Ranches reserves the right to reject any or all quotes, to waive any informality, non-material irregularity or technicality.

All Quotes or questions concerning this RFQ may be submitted by US Mail, Fax or Emailed to:

Sandy Luongo, Community Services Manager
13400 Griffin Road
Southwest Ranches, Florida 33330
Phone: 954-434-7467
Fax: 954-434-1490
Email: sluongo@southwestranches.org

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

RESPONSE TO REQUEST FOR QUOTATIONS

RFQ NO.: 21-104

COMPANY NAME: Encompass GSI, LLC

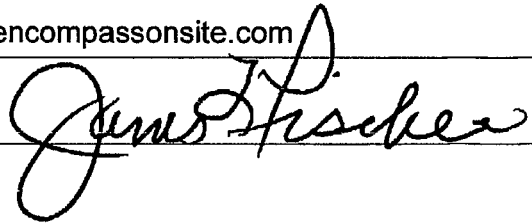
OWNER/CONTACT NAME: James Fischer

ADDRESS: 6555 Powerline Road, Suite 304, Fort Lauderdale, FL 33309

TELEPHONE NUMBER: 877-750-7767 or 954-275-2572

EMAIL ADDRESS: jim.fischer@encompassonsite.com

SIGNATURE:



Documents to be Included in Quote:

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Definitions:

CHANGE ORDER. A document which amends the scope of services, scheduling or pricing within the executed Contract.

CONTRACT. A written Agreement with the Town which incorporate the terms of this RFQ, the accepted Proposal, and delineates the Work to be performed and other terms which may be required by the Town, and acceptable to the Town Council.

CONTRACT DOCUMENTS. The Contract, Contractor's Quote (including documentation accompanying the Quote), these General Conditions, and any Drawings, Exhibits and Attachments referenced in this RFQ, together with all amendments, modifications and supplements issued on or after the Effective Date of the Contract.

CONTRACT PRICE. The monies payable by Town for services provided by the Contractor and in compliance with Contract standards.

CONTRACTOR. The person or entity with whom Town has entered into the Contract with for performance of the Work, as described in RFQ 21-104

DAY. Shall mean calendar day, unless otherwise specified.

DEFECTIVE. An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, applicable codes, test or approval referred to in the Contract Documents, or has been damaged prior to Town's final payment.

DEFECTIVE WORK. Work that fails to comply with industry standards, contract provisions, or does not pass inspection.

EFFECTIVE DATE OF CONTRACT. The latest execution date of the Contract.

PROJECT. The whole or any part of the Work to be provided under this RFQ and the Contract Documents.

TOWN. Town of Southwest Ranches, Florida.

WORK. The result of performing services, furnishing labor, furnishing and incorporating materials and equipment, as required by the RFQ, Contract Documents and addendums.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

EXHIBIT A – Agreement



AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
Encompass CSI, LLC

RFQ NO.: 21-104

TOWN HALL JANITORIAL SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

AGREEMENT FOR

"RFQ No.: 21-104 TOWN HALL JANITORIAL SERVICES"

THIS IS AN AGREEMENT (the "Contract") made and entered into on this 8th day of July, 2021, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "Town"), and Encompass CSI, LLC. (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to contract for Town Hall Janitorial Services ("Project"); and

WHEREAS, the Town advertised an Request For Quotes, RFQ No. 21-104 on May 21st, 2021 ("RFQ"); and

WHEREAS, 1 Quotes were received by the Town on May 28th, 2021; and

WHEREAS, the Town has adopted Resolution No. 21-060 at a public meeting of the Town Council approving the recommended award and has selected Encompass CSI, LLC. for award of the Project; and

WHEREAS, Contractor's Quote is attached to this Contract as Exhibit "A" and made a part hereof.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFQ to which this Agreement is EXHIBIT "A" and which is made a part hereof by this reference (the "Work"). This Agreement, as well as all Exhibits, the RFQ, Contractor's Quote, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the "Agreement Documents" and incorporated herein by reference. To the extent of any conflict among the Agreement Documents, the more stringent criteria relative to Contractor's performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida.
- 1.3 By submitting its Quote and entering into this Agreement, Contractor represents that it has informed itself of the conditions that exist at the sites and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Agreement Price. Furthermore, all costs for the proper disposal of excess material generated

TOWN OF SOUTHWEST RANCHES, FLORIDA
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onsite in the performance of the Work have likewise been included and accounted for within the Agreement Price.

Section 2: Term of this Contract and Contract Time

- 2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for:

“RFQ 21-104 - Town Hall Janitorial Services”

- 2.2 The Town shall have the ability to terminate this Contract as provided in “Section 18: Termination.”
- 2.3 A three (3) year contract term is contemplated, and may be renewed in the sole discretion of the Town for up to three (3), one (1) year renewals. Funding shall be subject to annual appropriation. The receipt, evaluation and award of a contract shall be in accordance with the Invitation for Quote advertisement.
- 2.3 Contractor shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Contractor waives any and all other claims against the Town.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Contract for a total, not to exceed a monthly fee of \$1100.00 Dollars for years one (1) and two (2) and \$1200.00 Dollars for year three (3) with three (3) - one (1) year renewals at \$1,200.00 (“Contract Price”). See Exhibit “C” for additional pricing.
- 3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Contractor in accordance with the terms and conditions of this Contract, and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town, that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property.

Section 4: Assignment

- 4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Contractor's Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFQ.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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- 6.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
 - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
 - C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage, and not less than Two Million Dollars (\$2,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- 6.7 Contractor shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by the Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement. Contractor agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 8: Laws and Regulations

Contractor agrees comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

Section 9: Taxes and Costs

All federal, state and local taxes relating to Contractor's Work under this Agreement and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Agreement shall be paid by Contractor.

Section 10: Indemnification

To the fullest extent permitted by Florida law, Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

Section 12: Sovereign Immunity

Nothing in this Agreement is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability, as provided for in Florida Statutes, as worded or amended, and all Florida case law interpreting same.

Section 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 14: No Third Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 15: Funding

The obligation of the Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations, and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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Contractor represents that all persons performing Work under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly- claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFQ process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFQ and any contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to the Town, to transfer to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the Contract by the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTOR'S DUTY TO PROVIDE

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

Section 18: Termination

The Contract may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Contractor with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Contractor in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, the Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

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- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. Immediate Termination by the Town.** In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Contract;
 4. Contractor's failure to maintain any Insurance required by Section 6 of this Contract; or
 5. Contractor's violation of Section 18 of this Contract.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor, then existing, or which may thereafter accrue. Any retention or payment of moneys due Contractor by the Town will not release Contractor from liability.

Section 19: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Quote on a contract to provide any goods or services to a public entity, may not submit a Quote on a contract with a public entity for the construction or repair of a public building or public work, may not submit Quotes on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this Section by Contractor shall result in the Town's immediate termination of this Contract.

Section 20: Use of Awarded Quote by Other Governmental Units

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Contractor agrees that this Contract may be utilized by other governmental entities or units to provide the specified services. The Town does not become obligated, in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Contract

The Town and Contractor may request changes that would increase, decrease or otherwise modify the scope of Work to be provided under this Contract. Such changes only become part of this Contract and increase, decrease or otherwise modify the Work or the Contract Price under this Contract if evidenced by a written Change Order executed by the Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Contract.

Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Contract shall be construed to operate as a waiver of any of the Town's rights under this Contract or of any causes of action arising out Contractor's performance of the Work under this Contract, and Contractor shall be and remain liable to the Town for all damages to the Town caused by Contractor's negligent or improper performance of any of the Work furnished under this Contract, irrespective of the Town's review, approval or payment for any of the Work under this Contract. The rights and remedies of the Town provided for, under this Contract, are in addition to all other rights and remedies provided to the Town by law.

Section 23: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Contract shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Contract shall be governed by the substantive laws of the State of Florida.

Section 24: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Agreement, CONTRACTOR and the TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to, or arising out of THIS Agreement.

Section 25: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 26: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Contract.

Section 27: Days

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The terms "days" as referenced in this Contract shall mean consecutive calendar days.

Section 28: Written Mutual Agreement

This Contract is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understandings between the parties hereto, whether written or oral, which are merged herein.

Section 29: No Amendment or Waiver

This Contract may not be changed, altered or modified, except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Contract prior to the initiation of any Work reflecting such change.

Section 30: Severability

In the event any term or provision of this Contract shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect, or be deemed severed from the Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Contractor and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by

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the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to the Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

Encompass CSI, LLC
6555 Powerline Road, Suite 304
Fort Lauderdale, FL 33309

Section 33: Miscellaneous

- A. **Ownership of Documents**. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.

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- B. Audit and Inspection Rights and Retention of Records.** The Town shall have the right to audit the books, records and accounts of Contractor that are related to this Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract.

Contractor shall preserve and make available, at reasonable times for examination and audit by the Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Contract, unless Contractor is notified in writing by the Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Contract.

- C. Independent Contractor.** Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the Town and Contractor a partnership or joint venture.
- D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. **Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. **Materiality and Waiver of Breach.** The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- G. **Joint Preparation.** The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. **Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.
- J. **Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- K. **Truth-in-Negotiation Certificate.** Signature of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

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IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: Encompass CST, LLC and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 8 day of July 2021.

WITNESSES:

J. Fisher
Robert Rusk

CONTRACTOR:

By:

Name: James Fischer

Title: Vice President

12th day of July 2021

RECEIVED

JUL 15 2021

Town of Southwest Ranches, FL

TOWN OF SOUTHWEST RANCHES

By:

Steve Breitkreuz, Mayor

8 day of July, 2021

By:

Andrew D. Berns,
Town Administrator

8 day of July, 2021

ATTEST:

Russell Muñiz
Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff
Keith M. Poliakoff, Town Attorney

TOWN OF SOUTHWEST RANCHES, FLORIDA
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EXHIBIT B – Locations & Cleaning Schedule

Location:

Town Hall Administrative Offices, PD Offices, and Town Hall Council Chambers, 13400 Griffin Road (approximately 10000 sq. ft.)

Service Times:

- 6:00 pm – 7:00 am and/or weekends

Supplies and Equipment

- All supplies must be provided by the vendor
 - All hand soaps must be anti-bacterial, and toilet products Cottonelle grade or equal.
- Vendor will provide all necessary cleaning equipment and follow all CDC guidelines.

Twice Weekly (each servicing day, Wednesday between the hours of 6:00 PM to 7:00am Thursday and Friday beginning at 6:00pm – through Sunday 12:00am)

- Clean and disinfect fixtures and surfaces
- Empty all trash and recyclable containers (and wash trash lids and containers as needed before replacing liner) in all rooms, hallways and outside of building. Contractor shall transport waste to location in the manner designated by the Town.
- Replace plastic liners of appropriate size in waste receptacles as necessary.
- Replace paper liner of sanitary items disposal containers in ladies restroom. Clean and restock restrooms.
- Sweep and mop all hard floors (I.E. non-carpet floors) (Wet mop and disinfect all non-carpeted floor areas. Wash and mop procedures should leave a clean appearance, without streaks or spouts, and should not splatter on walls or baseboard. Vinyl and tile floors shall appear shiny and buffed at all times. Floor tiles and grout should be maintained in a clean and stain free condition.
- Clean and disinfect all restrooms, including toilets, urinals, sinks, mirrors, floors, walls, doors partitions and fixtures. Toilet and washrooms must be maintained in a clean and sanitary condition. Tile surfaces shall be maintained in a clean unstained condition. The mirrors shall be streak and spot free.
- Wipe down, clean and disinfect the outside of all appliances with suitable cleaners. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures in staff break room area.
- Clean all surfaces in kitchen/break room including microwave.

Weekly

- Spray buff hard floors
- Clean and polish wood surfaces (conference tables and cabinetry)
- Remove bagged shredded paper
- Dust all horizontal surfaces including window sills, shelves, and open or clear desktops (Maintain all desks, file cabinets, countertops, ledges sills, communication consoles and all furniture in a dust free condition. Clean all Formica or wood dais, podiums and other surfaces as necessary to maintain a clean well-polished appearance.
- Clean water cooler dispenser trays

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- Spot clean walls in hallways
- Remove all cobwebs from windows and patio areas
- Clean all metal doors
- Vacuum all carpeted areas

Monthly

- Clean all interior and exterior glass
- Clean all ceiling registers including air conditioning vents
- Wipe out refrigerator and microwave in kitchen

Quarterly

- First week of July, October, January and April, remove 3 entranceway carpets (1) 46x33; (2) 67X43) for cleaning and replace with auxiliary clean carpets.

Semi-Annually

- Recondition hard/tile floors
- Strip and wax non-carpeted area in general area excluding Chambers
- Pressure clean all concrete areas surrounding the building including sidewalks, curbs, remove water stains on building
- Clean patio floors and surfaces, furniture and equipment. Remove bugs and cobwebs from the patio area.

Annually

- Clean carpet by extraction method
- Clean cloth chairs by extraction method
- Remove chairs and tables, strip and wax Chambers, and general administrative areas, replace chairs and tables in accordance to plan.

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EXHIBIT C - General Housekeeping Provisions

A. Equipment:

The Contractor must furnish and maintain, in good repair, all equipment and machinery including, but not limited to mops, brooms, floor machines, etc., and any other equipment and machinery necessary to perform assigned duties at its own expense. A complete list of equipment used in the Town building must be provided and approved. Contractor shall avoid using any fuel operated machinery or equipment in the interior of the building.

B. Basic Cleaning Fundamentals:

The Contractor will be required to adhere to the following basic cleaning fundamentals:

1. Perform all activities safely and in accordance with CDC guidelines
2. Clean for health first and appearance second.
3. Maximize extraction of pollutants from the occupied space.
4. Minimize chemicals, particles and moisture.
5. Minimize human exposure to indoor pollutants.
6. Clean to improve the total environment.
7. Properly dispose of cleaning wastes.

C. General Housekeeping Procedures:

The Contractor must provide Town with a written copy of their housekeeping procedures. Contractor must furnish the Town with written inspection reports and total number of hours for janitorial on each service day. Contractor must furnish the Town with a report of the results of a complete formal inspection every six months. General housekeeping procedures should include, but are not limited to the following:

1. Properly dispose of trash, waste and a product that is able to be recycled.
2. Avoid the use of cleaning solutions and chemicals containing, ammonia, chlorine or harsh detergents.
3. Avoid sweeping to reduce airborne dust.
4. Use a dry lint-free dust mop on non-carpeted floors

5. Stripping:

- a. When using a highly alkaline stripper, be sure to rinse/neutralize thoroughly after stripping.
- b. When using sealer, apply a minimum of two thin coats. Allow sealer to dry thoroughly between coats and before applying floor finish.
- c. Always apply a minimum of two coats of wax allowing floor to dry thoroughly between applications.

6. Scrubbing/Refinishing:

- a. Scrub floor with grade pads before refinishing
- b. Scrub with a floor cleaning compound designed expressly for deep cleaning prior

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to refinishing. Do not use a neutral cleaner for this process. Rinse floor thoroughly and allow drying before refinishing.

ADDITIONAL PRICING (Additional Services as requested by the Town):

Additional Services	Frequency	Price
Pressure clean all concrete areas surrounding the Town Hall building and shed including sidewalks, curbs.	Upon Request, Price should be for each request.	\$ 1,200.00
Remove water stains on building and shed.	Upon Request, Price should be for each request.	\$600.00
Clean patio furniture and equipment	Upon Request, Price should be for each request.	\$ 300.00
Pressure clean roof	Upon Request, Price should be for each request.	\$ 2,500.00

**EXHIBIT D -
DRUG FREE WORKPLACE**

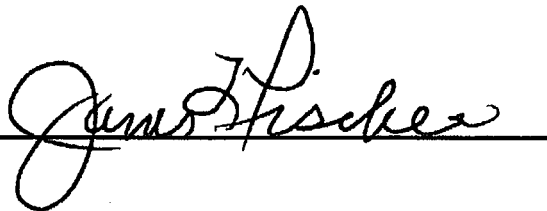
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Proposer must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 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 Proposal 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 Proposal, 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 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 or plea.
- 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), any employee who is so convicted or takes a plea.
- 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.

PROPOSER'S SIGNATURE:

A handwritten signature in black ink, appearing to read "James J. Fischer", is written over a horizontal line.

PROPOSER FIRM: Encompass CSI, LLC

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**EXHIBIT E -
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Town of Southwest Ranches

by Encompass CSI, LLC

for Janitorial Services

whose business address is 6555 Powerline Road, Suite 304, Fort Lauderdale, FL 33309

and (if applicable) its Federal Employer Identification Number (FEIN) is 83-2340372

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:

(i). A predecessor or successor of a person convicted of a public entity crime; or

(ii). 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 person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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5. I understand that a "person" as defined in Para. 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 Proposals or applies to Proposal 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, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

 X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 X The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

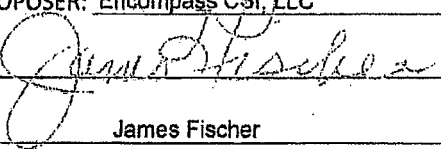
However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

PROPOSER: Encompass CSI, LLC

By: 

James Fischer

(Printed Name)

Vice President

(Title)

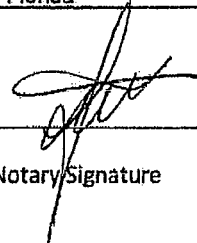
Sworn to and subscribed before me this 26th day of May, 2021

Personally known ✓

Or Produced Identification N. 7655 - 013 - 80 - 881 - 1

(Type of Identification)

Notary Public - State of Florida


Notary Signature

My Commission Expires Sept. 22nd, 2023

(Printed, typed, or stamped commissioned name of notary public)



ANGELICA FERNANDEZ
Commission # GG 915489
Expires September 22, 2023
Bonded Thru Budget Notary Services

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT F -
NON-COLLUSION AFFIDAVIT**

State of Florida) ss:

County of Broward)

James Fischer being first duly sworn deposes and says that:

- (1) He/She is the Vice President (Owner, Partner, Officer, Representative or Agent) of Encompass CSI, LLC, the proposer that has submitted the attached Proposal;
- (2) He/She is fully informed with respect to 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 any overhead, profit, or cost elements of the Proposal or of any other proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Bid 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; and
- (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 Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

By: James Fischer

James Fischer

(Printed Name)

Vice President

(Title)

Sworn to and subscribed before me this 26th day of May, 20 21.

Personally known ✓

Or Produced Identification DL #655 - 013 - 80 - 881 - 1
(Type of Identification)

Notary Public - State of Florida

[Signature]
Notary Signature

My Commission Expires Sept. 22nd, 2023

(Printed, typed, or stamped commissioned name of notary public)



ANGELICA FERNANDEZ
Commission # GG 915489
Expires September 22, 2023
Bonded Thru Budget Notary Services

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT G -
ANTI-LOBBYING CERTIFICATION FORM**

1. The prospective participant certifies to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: Encompass CSI, LLC

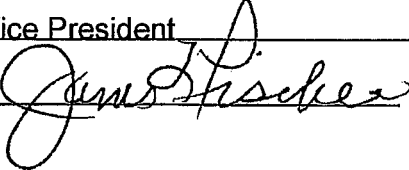
Street address: 6555 Powerline Road, Suite 304

City, State, Zip: Fort Lauderdale, FL 33309

Certified By: James Fischer

(type or print)

Title: Vice President

Signature:  Date: 5/28/2021

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

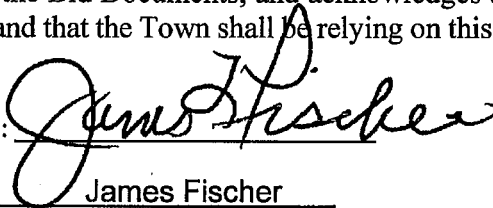
**EXHIBIT H -
PROPOSER CONFIRMATION OF QUALIFICATIONS**

The Contract will be awarded only to a responsible and eligible proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Invitation For Bids, and which can complete the Work within the time schedule specified.

At the time of the Bid, the proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Invitation For Bids.

1. All license, certificate and experience requirements must be met by the proposer (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by proposer who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Bid, proposer represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer's Signature: _____



Proposer's Name: James Fischer

Proposer's Address: 6555 Powerline Road, Suite 304

Fort Lauderdale, FL 33309

Proposer's Phone Number: 877-750-7767 or 954-275-2572

Proposer's Email: jim.fischer@encompassonsite.com

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this IFB):

Proposer's Firm: Encompass CSI, LLC

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

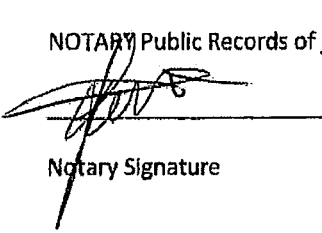
State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 26th day of May, 2021 by
James Fischer of Encompass CSI, LLC (Proposer), who is personally known to me
or who has produced N 765-013-80-881-1 as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Broward County, Florida


Notary Signature



ANGELICA FERNANDEZ
Commission # GG 915489
Expires September 22, 2023
Bonded Thru Budget Notary Services

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

Proposer's Firm: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

***EXHIBIT I -
CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor**

State of Florida)

) ss:

County of Broward)

Type text here

I HEREBY CERTIFY that James Fischer, as Principal or Owner

of (Company name) Encompass CSI, LLC, is hereby authorized to execute the Bid dated
28th May 2021, to the Town of Southwest Ranches and his execution thereof, attested by the
undersigned, shall be the official act and deed of Encompass CSI, LLC.

(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this ^{28th} day of May, 2021.

J. Fischer

Secretary:

(SEAL)

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

***EXHIBIT J -
CERTIFICATE OF AUTHORITY (If Partnership)**

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that a meeting of the Partners of the N/A

A partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as of the Partnership, be and is hereby authorized to execute the Bid dated, _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Secretary:

(SEAL)

PROPOSER FIRM: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

***EXHIBIT K -
CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company**

State of Florida)

) ss:

County of Broward)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of Florida, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that James Fischer, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, 15th March, 20 21, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this 28th day of May, 2021.

J. Fischer

Secretary:

(SEAL)

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

***EXHIBIT L -
CERTIFICATE OF AUTHORITY (If Joint Venture**

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that a meeting of the Principals of the N/A

A corporation existing under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as
_____ of the Joint Venture be and is hereby authorized to
execute the Bid dated, _____ 20__, to the Town of Southwest Ranches official act and deed of this
Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have here unto set my hand this _____, 20____.

Secretary:

(SEAL)

PROPOSER FIRM : _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

EXHIBIT N -
GOVERNMENTAL CONTACT INFORMATION

Please list NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON
Town of Southwest Ranches	1340 Griffin Road, Southwest Ranches FL 33330	954-343-7476	Sandy Luongo
City of Miramar	2300 Civic Center Pl. Miramar, FL 33027	954-602-3121	Alicia Ayum
City of Miami Springs	201 West View Dr. Miami Springs, FL 33166	305-416-9110	Anne Perez
City of Pompano Beach	1205 NE 5th Ave. Pompano Beach, FL 33060	954-545-7030	Phil Hyer
City of Hollywood	2600 Hollywood Blvd Hollywood, FL 33022	954-921-3299	Steve Stewart

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT O -
ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

Encompass CSI, LLC, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to Encompass CSI's failure to comply with such regulations.

Encompass CSI, LLC

ATTEST

CONTRACTOR

BY: 

James Fischer

Print Name

Date: 28th May, 2021

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT P -
PROPOSER CONFIRMATION OF QUALIFICATIONS**

The Contract will be awarded only to a responsible and eligible proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request For Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request For Proposals.

All license, certificate and experience requirements must be met by the proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by proposer who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Proposal, proposer represents that it meets the requirements set forth above, and as set forth in the Proposal Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer: Encompass CSI, LLC

Proposer's Name: James Fischer

Proposer's Address: 6555 Powerline Road, Suite 304
Fort Lauderdale, FL 33309

Proposer's Phone Number: 954-2752572

Proposer's Email: jim.fischer@encompassonsite.com

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):

PROPOSER FIRM: Encompass CSI, LLC

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 26th day of May, 2021 by James Fischer James Fischer of Encompass CSI, LLC (Proposer), who is personally known to me or who has produced DL FCS-013-80-881-1 as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Broward County, Florida

[Signature]
Notary Signature



ANGELICA FERNANDEZ
Commission # GG 915489
Expires September 22, 2023
Bonded Thru Budget Notary Services

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

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT Q -
PROPOSER EXPERIENCE QUESTIONNAIRE**

The proposer's response to this questionnaire will be utilized as part of the Town's Proposal Evaluation and Contractor selection. Proposer must have current licensures applicable to this type of work and must have experience on comparable work. (MUST COMPLETE EVEN IF ADDITIONAL REFERENCE PAGE SUPPLIED)

List comparable contract experience and client references:

Project Name: Janitorial Services

Contract Amount: \$16,200 per year

Contract Date: 5/01/2019-present

Client Name: Town of Southwest Ranches

Address: 1340 Griffin Road, Southwest Ranches FL 33330

Contact Person: Sandy Luongo

Contact Person Tel. No.: 954-434-7476

Contact Person Email: sluongo@southwestranches.org

Project Name: Janitorial Services

Contract Amount: \$480,000.00

Contract Date: 2012-2019

Client Name: City of Miramar

Address: 2300 Civic Center Drive, Miramar FL 33027

Contact Person: Alicia Ayum

Contact Person Tel. No.: 954-602-3121

Contact Person Email: aayum@miramarfl.gov

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

EXHIBIT U – W9

INSERT W – 9

Must be current October 2018, signed, dated and legible

W-9

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Encompass CSI, LLC

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6555 Powerline Road, Suite # 304

6 City, state, and ZIP code
Fort Lauderdale, FL 33309

7 List account number(s) here (optional)

8 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

8 3 - 2 3 4 0 3 7 2

or

Employer identification number

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 **M. Hay**

Date **5/28/2021**

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services**

**EXHIBIT V -
PROOF OF INSURANCE**

INSERT PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2021

7/23/2020

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

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

PRODUCER Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Charter Oak Fire Insurance Company

25615

INSURER B: The Phoenix Insurance Company

25623

INSURER C: Travelers Property Casualty Co of America

25674

INSURER D: Everest National Insurance Company

10120

INSURER E:**INSURER F:**

INSURED 1466150 Encompass CSI LLC
6555 Powerline Road, Suite 304
Ft. Lauderdale FL 33309

COVERAGES**CERTIFICATE NUMBER:** 16218871**REVISION NUMBER:** XXXXXXXX

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	660-8N884934	7/29/2020	7/29/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	BA-8N889794	7/29/2020	7/29/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	N	N	CUP-8N912243	7/29/2020	7/29/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SW3WC00033201	7/29/2020	7/29/2021	☒ PER STATUTE ☐ OTH-ER 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)
The Town of Southwest Ranches is included as additional insured for General Liability as required by written contract.

CERTIFICATE HOLDER**16218871**

The Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches FL 33330

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT X -
ANTI-LOBBYING CERTIFICATION FORM**

1. The prospective participant certifies to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: Encompass CSI, LLC

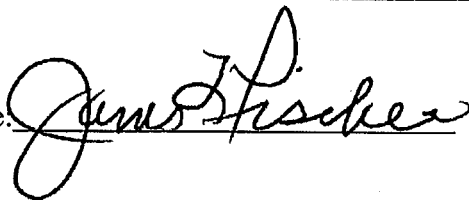
Street address: 6555 Powerline Road, Suite 304

City, State, Zip: Fort Lauderdale, FL 33309

Certified By: James Fischer

(type or print)

Title: Vice President

Signature: 

Date: 5/28/2021

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT Y - (2 CFR 200 COMPLIANCE)
OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS**

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor 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 contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be

TOWN OF SOUTHWEST RANCHES, FLORIDA
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responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection

TOWN OF SOUTHWEST RANCHES, FLORIDA
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for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT Z -
INSERT PROOF OF E-VERIFY REGISTRATION**

**Proposer MUST provide copy of MEMORANDUM OF UNDERSTANDING including page with
Proposer Name and EIN number.**

Download from <https://www.e-verify.gov/employers>

Company ID Number: 52669

Approved by:

Employer Encompass Onsite	
Name (Please Type or Print) Marcell D Haywood	Title
Signature Electronically Signed	Date 09/03/2007
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/03/2007

Company ID Number: 52669

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Encompass Onsite
Company Facility Address	6555 Powerline Rd. Suite #304 Fort Lauderdale, FL 33309
Company Alternate Address	6555 Powerline Rd Suite #304 Fort Lauderdale, FL 33309
County or Parish	BROWARD
Employer Identification Number	201888766
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	3

Company ID Number: 52669

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)
NORTH CAROLINA	1 site(s)
SOUTH CAROLINA	1 site(s)

Company ID Number: 52669

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Marcell D Haywood
Phone Number (954) 318 - 2477 ext. 803
Fax Number (888) 371 - 1429
Email Address marcel.haywood@encompassonsite.com

Name Francisco J Olivar
Phone Number (877) 750 - 7767 ext. 802
Fax Number (888) 371 - 1429
Email Address francisco.olivar@encompassonsite.com

Name Rebeca De Ojeda
Phone Number (877) 750 - 7767 ext. 829
Fax Number (888) 371 - 1429
Email Address rebeca.deojeda@encompassonsite.com

RFQ 21-104 Town Hall Janitorial Services

Closed

212	21	0	0	0
Broadcast to	Viewed Quotes	Submitted Quote	Not Quoting	Quoting But Later

Quote Details

Quote Number	RFQ 21-104
Due	05/28/2021 1:00 PM Eastern
Broadcast Date	05/21/2021 4:42 PM Eastern
Days to deliver after Receipt of Order (ARO)	None
Shipping Notes	None
Additional Specifications	None
Insurance and Additional Requirements	
Terms and Conditions	
Contact Name	Sandy Luongo
Contact Address	Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330, United States of America
Contact Email	sluongo@southwestranches.org
Contact Phone	954-434-0008
Shipping Name	Sandy Luongo
Shipping Address	Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330, United States of America
Shipping Phone	954-434-0008

Documents

Filename	Type	Date Modified	Status
Q21-104 - TH Janito...	Quote Document / Specifications	05/21/2021	Complete

Commodity Code

[001-958-63] Janitorial Management Services

[022-910-39] Janitorial and Custodial Services



Date: March 15, 2021

REQUEST FOR QUOTATIONS

RFQ No.: 21-104

ALL INTERESTED PARTIES:

The Town of Southwest Ranches is interested in obtaining quotes from qualified, licensed, insured, and contractors, to provide Town Hall Janitorial Services as described herein. The services consist of furnishing all labor, machines, equipment, tools, materials, cleaning supplies, including all paper goods, trash receptacle liners and supervision necessary to perform and maintain the facilities in a neat, clean, and orderly condition. All labor and materials must be in compliance with all Local, State, Federal and standards. The vendor must follow all CDC guidelines in regards to Covid-19, it's variants or any other pandemic.

Attached is the SCOPE of Work & detailed specification sheets.

Quotes must be submitted to the General Services Manager by US Mail, at 13400 Griffin Road, Southwest Ranches, FL 33330, Fax at 954-434-1490 or Email sluongo@southwestranches.org until **2:00 P.M. Friday May 28,, 2020, for:**

"TOWN HALL JANITORIAL SERVICES

LOCATED AT 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FL 33330"

RFQ No.: 21 – 104

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

Each submittal shall include:

- Copies of all required licenses
- Two (2) references, letter of recommendation preferred.
- The Quote shall include Broward County Local Business Tax Receipt if the quote value is greater than or equal to \$10,000.
- The Quote shall include all exhibits (Pages 2 -51)

The Town will make a final decision deemed to be in the best interests of the Town, and anticipates the use of a purchase order and written agreement to confirm the terms of the services, as may be acceptable to the Town. Pursuant to the Town's Procurement Code, this RFQ shall not be deemed a competitive procurement, and there shall be no rights of protest associated with decisions which may be made by the Town.

The Town of Southwest Ranches reserves the right to reject any or all quotes, to waive any informality, non-material irregularity or technicality.

All Quotes or questions concerning this RFQ may be submitted by US Mail, Fax or Emailed to:

Sandy Luongo, Community Services Manager
13400 Griffin Road
Southwest Ranches, Florida 33330
Phone: 954-434-7467
Fax: 954-434-1490
Email: sluongo@southwestranches.org

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

RESPONSE TO REQUEST FOR QUOTATIONS

RFQ NO.: 21-104

COMPANY NAME: Encompass GSI, LLC

OWNER/CONTACT NAME: James Fischer

ADDRESS: 6555 Powerline Road, Suite 304, Fort Lauderdale, FL 33309

TELEPHONE NUMBER: 877-750-7767 or 954-275-2572

EMAIL ADDRESS: jim.fischer@encompassonsite.com

SIGNATURE: _____



Documents to be Included in Quote:

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Definitions:

CHANGE ORDER. A document which amends the scope of services, scheduling or pricing within the executed Contract.

CONTRACT. A written Agreement with the Town which incorporate the terms of this RFQ, the accepted Proposal, and delineates the Work to be performed and other terms which may be required by the Town, and acceptable to the Town Council.

CONTRACT DOCUMENTS. The Contract, Contractor's Quote (including documentation accompanying the Quote), these General Conditions, and any Drawings, Exhibits and Attachments referenced in this RFQ, together with all amendments, modifications and supplements issued on or after the Effective Date of the Contract.

CONTRACT PRICE. The monies payable by Town for services provided by the Contractor and in compliance with Contract standards.

CONTRACTOR. The person or entity with whom Town has entered into the Contract with for performance of the Work, as described in RFQ 21-104

DAY. Shall mean calendar day, unless otherwise specified.

DEFECTIVE. An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, applicable codes, test or approval referred to in the Contract Documents, or has been damaged prior to Town's final payment.

DEFECTIVE WORK. Work that fails to comply with industry standards, contract provisions, or does not pass inspection.

EFFECTIVE DATE OF CONTRACT. The latest execution date of the Contract.

PROJECT. The whole or any part of the Work to be provided under this RFQ and the Contract Documents.

TOWN. Town of Southwest Ranches, Florida.

WORK. The result of performing services, furnishing labor, furnishing and incorporating materials and equipment, as required by the RFQ, Contract Documents and addendums.