



Finance and Administration Services Department

**PURCHASING DIVISION**

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 |

[broward.org/Purchasing](http://broward.org/Purchasing)

Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

### AMENDMENT NO. 3

Amendment No. 3 to agreement between Broward County and Triangle Services of Florida, Inc. for Janitorial Services for Various County Facilities (Broward County Judicial Complex West Building, Bridge 4 and Bridge 5 - Contract No. 14), Agreement No. R1214808P1 (the "Agreement").

This is the amendment to the agreement between Broward County, hereinafter referred to as "County", and Triangle Services of Florida, Inc., hereinafter referred to as "Vendor", collectively referred to as "the Parties".

#### Recitals

Whereas, on February 17, 2016, the Parties entered into Agreement No. R1214808P1 for provision of Janitorial Services for Various County Facilities (Broward County Judicial Complex West Building, Bridge 4 and Bridge 5 - Contract No. 14); and

Whereas, the Agreement is scheduled to expire on May 31, 2021; and

Whereas, on February 6, 2017, the Parties entered into Amendment No. 1 to the Agreement, to revise the initial term of the Agreement and amended the Facility Group Identification / Details, Broward County Judicial Complex West Building, Bridge 4 and Bridge 5 - Contract No. 14 (Move In Transition Proposal). The overall threshold amount was increased by \$384,020; and

Whereas, the Parties entered into the Agreement for provision of janitorial services. The Agreement requires that Vendor, a "covered employer", comply with the Living Wage Ordinance, Sections 26-100 through 26-105, including that Vendor pay all of its employees providing "covered services" as defined in the Living Wage Ordinance, a living wage. The Agreement also requires that Vendor comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations; and

Whereas, on December 11, 2018, the Board of County Commissioners amended the Living Wage Ordinance to increase the living wage rate to at least \$13.27 per hour with qualifying health care benefit amounts of at least \$1.63 per hour, or at least \$14.90 per hour without health care benefits, adjusted annually as provided in the Living Wage Ordinance; and

Whereas, on March 27, 2019, the Parties entered into Amendment No. 2 to the Agreement, to bring the Agreement into compliance with the County's Living Wage Ordinance, Section 26-100 through 26-105 and to modify pricing for Vendor's services and increase the overall threshold amount by \$111,609; and

Whereas, due to the living wage price adjustment, the effective date of the living wage price adjustment is April 1, 2019; and

Whereas, County has determined that a change to the prices, terms and/or conditions are necessary and in the County's best interest; and

Whereas, Vendor has provided and the County has accepted the change as described in Section 1 below, all in accordance with the Broward County Procurement Code, 21.47, and this amendment to the Agreement incorporates the results of such accepted change(s); therefore, in consideration of the mutual terms, conditions, promises, and covenants set forth herein, the Parties agree as follows:

Section 1:

1. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties and the recitals contained in the "Whereas" clauses are incorporated herein.
2. The Agreement shall be modified to add the services as displayed in Exhibit 1, Cleaning and Electrostatic Spray (COVID-19), Scope of Services, Section B.
3. The response time for the cleaning and electrostatic spray services must be in accordance with the Vendor's response as displayed in Exhibit 1, Cleaning and Electrostatic Spray (COVID-19), Scope of Services, Section C. Response Time (Exhibit 1).
4. The cleaning and electrostatic spray services are to be provided only upon the request by the County and issuance of a Purchase Order. The services will mitigate a County facility and/or section for COVID-19.
5. The Vendor's personnel must wear face shields and rubber gloves when transferring any concentrated products. All personnel handling the diluted products must always wear protective gloves (latex/neoprene, etc) and safety glasses at a minimum.
6. This Amendment No. 3 increases the total not-to-exceed amount of the Agreement by \$700,975.68 for a new total not-to-exceed amount of \$9,798,290.76.
7. This Amendment No. 3 shall be effective on the date of fully executed signatures.
8. Except as provided in this Amendment No. 3, the terms and conditions set forth in the Agreement shall remain in full force and effect.

9. In the event of any conflict or ambiguity between this Amendment No. 3 and the Agreement, the Parties agree that this Amendment No. 3 shall control.
  
10. This Amendment No. 3 may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same agreement.

[End of Section]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and Triangle Services of Florida, Inc., signing by and through its President duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney Governmental  
Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301 Telephone:  
(954) 357-7600

Matthew  
By: Haber Digitally signed by Matthew Haber  
DN: cn=Matthew Haber, o=Broward  
County, ou=CAO,  
email=mhaber@broward.org, c=US  
Date: 2020.11.18 12:17:49 -05'00'  
\_\_\_\_\_  
Matthew Haber (Date)  
Assistant County Attorney

MICHAEL  
By: KERR Digitally signed by  
MICHAEL KERR  
Date: 2020.11.18  
12:29:40 -05'00'  
\_\_\_\_\_  
Michael J. Kerr (Date)  
Deputy County Attorney

Contract Administrator, Facilities  
Management Division

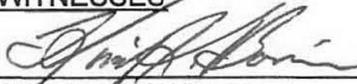
By: SCOTT Digitally signed by SCOTT  
CAMPBELL  
Date: 2020.11.18 12:49:32  
-05'00'  
CAMPBELL  
\_\_\_\_\_  
Print Name/Title

Date \_\_\_\_\_

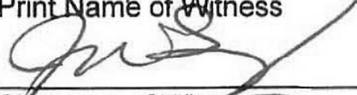
Broward County Judicial Complex West Building, Bridge 4 and Bridge 5 - Contract No. 14  
Agreement No. R1214808P1  
Triangle Services of Florida, Inc.  
Amendment No. 3

Amendment No. 3 to Agreement between Broward County and Triangle Services of Florida, Inc., for Janitorial Services for Various County Facilities (Broward County Judicial Complex West Building, Bridge 4 and Bridge 5 - Contract No. 14).

WITNESSES

  
\_\_\_\_\_  
Signature of Witness

Kimberly K. Borini  
\_\_\_\_\_  
Print Name of Witness

  
\_\_\_\_\_  
Signature of Witness

Jennifer Schulz  
\_\_\_\_\_  
Print Name of Witness

VENDOR

  
By \_\_\_\_\_  
President/Vice President

John Ruppel COO  
\_\_\_\_\_  
(Please Type Name and Title)

27<sup>th</sup> day of October, 2020.

Seal



550 W Sunrise Blvd 2<sup>nd</sup> floor, Ft. Lauderdale FL 33311

main 954-929-0509 / fax 954-929-0590

projas@triangleservices.com

## Exhibit 1

### Cleaning and Electrostatic Spray (COVID-19)

#### Janitorial Agreement/s

#### Purpose

To provide a quote for cleaning and electrostatic spray services to mitigate a County facility and/or section for COVID-19. These services are to be provided only upon the request by the County and issuance of a Purchase Order.

#### Scope of Services

**Broward County is seeking electrostatic spray services, which consist of a cleaning method that atomizes cleaning solutions to produce an electrically charged spray to wrap around surfaces of all types for even coat of chemical application. As the chemical exits the electrostatic sprayer, a positive charge is discharged to allow the sanitizer and disinfectant to form a vector field or an electric charge to force an attraction to surfaces containing a negative charge.**

- A. Does your firm provide cleaning and electrostatic spray services to mitigate a facility and/or section for COVID-19?

YES  OR NO

B. If your entity does provide cleaning and electrostatic spray services, please provide a quote by completing the information provided in the chart below. If your entity does not provide these services, simply send a responsive email with the notation that "services are not provided by <Insert Name of Entity>". Your response to this email must be completed and received by me no later than Tuesday, July 14, 2020.

Service Title	Description	Unit of Measure	Unit Price
Cleaning and Electrostatic Spray Service (Per Square Footage)	Pricing shall be for each square footage and includes labor, materials, and equipment (turnkey).  Standard Business Days and Hours: Monday – Friday  (8:30 a.m. – 5:00 p.m.)	Square Footage	\$0.10
Cleaning and Electrostatic Spray Service (Per Square Footage)	Pricing shall be for each square footage and includes labor, materials, and equipment (turnkey).  Non-Standard Days and Business Hours  Weekends (Saturday or Sunday) or Holidays, (8:30 a.m. – 5:00 p.m.)	Square Footage	\$0.12

**C. Response Time**

Due to the sensitive nature of cleaning and electrostatic spray services needed to mitigate a facility and/or section for COVID-19, **your response time to provide the electrostatic spray services must be no more than 3 hours, regardless whether it is a Standard or Non-Standard Day and/or Business Hours. If your response time is less than 3 hours, then indicate your response time below.**

**Response Time Upon Receipt of Request: 30 minutes to 1.5 hour**

D. Due to COVID-19, provide a list of any other services and the respective unit pricing for consideration that protect the life, health, and general welfare due to this pandemic.

<b>List Service</b>	<b>Provide Service Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b> <small>Pricing shall be for each square footage and includes labor, materials, and equipment (turnkey).</small>
Wipe clean disinfect all horizontal surfaces	Pricing shall be for each square footage and include labor, material, supervision and equipment (turnkey) any day of the week.	Square Footage	\$0.20

## **General Information**

Your entity's quote shall adhere to all Broward County standard terms, conditions, and requirements of which this entity previously agreed to per your current agreement and all subsequent amendments by and between Broward County and your entity. All terms, conditions, and requirements shall remain in full force and effect.

Your entity's quote for electrostatic spray services is being submitted for consideration in amending your current janitorial services' agreement/s. Broward County is not obligated to purchase any of these services. If Broward County considers your pricing to be fair and reasonable (within market range), then, Broward County may proceed in amending your current janitorial services' agreement/s as it determines in its best interest.

