

SERVICE CONTRACT No. 1065

THIS AGREEMENT is dated _____, by the City of Pompano Beach (“City”) and Sunshine Cleaning Systems, Inc., a Florida Corporation (“Contractor”).

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. This Agreement consists of the Scope of Work set forth in Exhibit “A” RFP E-20-21 Solicitation (the “Work”), the Insurance Requirements set forth in Exhibit “B”, and the Contractor’s Response set forth in Exhibit “C”, all of which are attached hereto and made a part hereof; and all written change orders and modifications issued after execution of this Agreement. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, resolution shall be attained by giving precedence in the following order: (i) this Agreement, (ii) Exhibit “A”, and (iii) Exhibit “C”.

2. Purpose. City contracts with Contractor to provide janitorial services upon the terms and conditions set forth herein.

3. Scope of Work. Contractor shall provide the Scope Services set forth in Exhibit “A” and insurance set forth in Exhibit “B” both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor’s heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor’s part.

4. Term of Contract. This Contract shall commence on October 1, 2021 and end on September 30, 2022.

5. Renewal. In the event City determines Contractor to be in full compliance with this Agreement and Contractor’s performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional four (4) one (1) year terms upon the written consent of both City and Contractor provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement.

6. Maximum Obligation. City agrees to pay Contractor for providing the Work and insurance required hereunder. Both parties agree that unless otherwise directed by City in writing, Contractor shall continue to provide the Work for the term of this Agreement.

7. Price Formula, Payment and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Monthly services for all locations included in Exhibit "A", shall be charged at twelve thousand two hundred eighteen dollars and forty eight cents (\$12,218.48). All other services shall be charged in accordance with Exhibit "C". The total value for the yearly term of this Agreement shall not to exceed one hundred and eighty-seven thousand twenty six dollars and fifty eight cents (\$187,026.58).

B. Payment. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended.

C. Invoices. If required by City, Contractor shall submit invoices to City on a monthly basis.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be George Buenaventura and the Contractor's Contract Administrator shall be Derek Auckland (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Contractor: Derek Auckland
3445 N.E. 12th Terrace
Fort Lauderdale, FL 33334
Office: 954-772-0884
Email:derek@sunclean.com

If to City: George Buenaventura, Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-4108
Email: George.Buenaventura@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-5574
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

The parties, by mutual agreement, may reschedule the performance of the services to a later date pursuant to the terms of this agreement.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure

that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. 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 the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the 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 City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

23. Governing Law. This Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute

by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

“CONTRACTOR”

Sunshine Cleaning Systems, Inc.

Witnesses:

M.R. Woodson

Mike Woodson
(Print or Type Name)

Derek Auckland

Derek Auckland
(Print or Type Name)

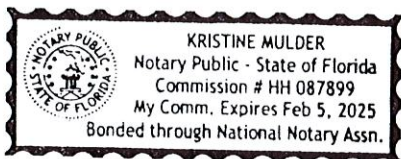
By: Randy Kierce
Randall Kierce, Vice President

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 10 day of September, 2021, by Randy Kierce as Vice President of Sunshine Cleaning Systems, Inc, a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:



Kristine Mulder
NOTARY PUBLIC, STATE OF FLORIDA

Kristine Mulder
(Name of Acknowledger Typed, Printed or Stamped)

HH 087899
Commission Number



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-20-21
Janitorial Services**

**MANDATORY PRE-PROPOSAL CONFERENCE:
May 19, 2021, 2:00 P.M. (Local)
Virtual Zoom Meeting
For access go to:
<https://pompanobeachfl.gov/pages/meetings>**

**OPENING: June 14, 2021, 2:00:00 P.M.
Virtual Zoom Meeting
For access go to:
<https://pompanobeachfl.gov/pages/meetings>**

May 10, 2021

CITY OF POMPANO BEACH, FLORIDA

**REQUEST FOR PROPOSALS
E-20-21****JANITORIAL SERVICES**

The City of Pompano Beach (City) is seeking proposals from qualified firms to provide Janitorial Services to the City for City Hall, Commission Chambers, and various buildings located throughout the City. Proposals submitted shall include the costs of all labor, supervision, equipment, cleaning supplies, and materials required to maintain a clean and sanitary environment in the various City facilities, as specified herein.

The City will receive sealed proposals until **2:00:00 p.m. (local), June 14, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time, as specified herein. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference and will be held on **May 19, 2021 at 2:00 P.M. (local)** via Zoom. Due to the COVID-19 mandate restrictions and in the interest of social distancing, the pre-proposal conference will be held as a Zoom Meeting with instructions given once the meeting begins, in addition to those instructions provided herein. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the link. Proposals will not be accepted from firms that do not attend the pre-proposal conference.

In an effort to present an orderly and time efficient pre-proposal conference, a responsive email should be sent to Jeff English, Purchasing Agent of Record, at purchasing@copbfl.com 24 hours prior to the pre-proposal conference, confirming your intent for participation. The email from the potential proposer is to include your company name, representative name/s, email address/es and contact phone number/s. Your information will be added to the list of potential proposers attending, which the Purchasing Agent of Record will publicly acknowledge. Those potential proposers attending without providing prior email notice will be acknowledged by the Purchasing Agent of Record after the reading of the list.

I. SPECIAL CONDITIONS

A. Scope of Services

The intent of this solicitation is to establish an annual, open end agreement (contract) for janitorial services for City Hall, Commission Chambers, and various buildings located throughout the City. Proposals submitted shall include the costs of all labor, supervision, equipment, cleaning supplies, and materials required to maintain a clean and sanitary environment in the various City facilities, as specified herein.

The Proposer is required, prior to submitting a Proposal, to visit the premises and acquaint himself/herself with the needs and requirements of the service. The Proposer is also required to carefully examine the specifications and to inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract resulting from this solicitation. No plea of ignorance, by the Proposer of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. No additional allowances will be made because of lack of knowledge of these conditions.

B. Tasks/Deliverables

The sections provided below generally apply to ALL sites. Actual services to be performed may vary depending upon the physical makeup of each location. These specifications are minimums. Tasks must be performed at intervals specified.

It is understood that the Proposer, prior to submitting a proposal, has visited the site, and has measured, examined and correlated his/her personal observations with the solicitation as to the nature, location, character, quality and quantity of work to be encountered and to the local conditions affecting the work. No allowance will be made for not having visited the site or for not being familiar with existing conditions to be encountered in the work.

1. SERVICES TO BE PERFORMED DAILY

- a. Empty and clean ash trays, waste baskets and other waste containers inside buildings, replacing liners as required.
- b. Empty all outside trash containers and replace liners in containers as necessary.
- c. Clean and service sand urns inside and outside of locations.
- d. Clean entry doors (including windows).
- e. Sweep outside entrance areas (under overhang) on northeast (main) entrance of Commission chambers, and north and south entrances to City Hall.
- f. Pick up all trash in stairwells.

- g. Remove trash and recycle items from building and deposit in designated containers.
- h. Sweep, vacuum and/or dust mop all floors. Damp mop ceramic tile floors with clean water and a clean mop.
- i. Vacuum all carpeted areas.
- j. Dust and clean level surfaces of desks, telephones, chairs, tables, filing cabinets, other office furniture, window sills, and top of partitions.
- k. Clean hand marks from counter tops and glass desktops and filing cabinets. (Papers on desks, etc., are not to be disturbed.)
- l. Thoroughly clean all urinals, toilets and sinks and damp mop all floor areas with a clean mop. Clean mirrors, bright metal and all dispensers.
- m. Clean and disinfect all shower stalls.
- n. Fill all paper towel dispensers, toilet tissue holders and soap dispensers.
- o. Wipe off tile edgings in rest rooms.
- p. Clean and disinfect all drinking fountains.
- q. Thoroughly clean any kitchen or snack areas, including counters, floors, sinks, etc.
- r. Clean and polish (with spray cleaner) all tabletops and counter fronts & tops in public areas.
- s. Clean (with glass cleaner) all glass doors and partitions in public areas removing fingerprints, etc.
- t. Spot clean walls and woodwork to remove soiled areas.
- u. Clean and polish bright metal, including door kick-plates.
- v. Mop elevator floor with clean mop, clean elevator panel board, and vacuum elevator floors.
- w. Maintain all janitor closets or storage areas in a clean and orderly manner.
- x. Leave notice advising of any irregularities noted during servicing, such as defective plumbing fixtures, doors left unlocked, lights left on, shortages of rest room supplies, etc.
- y. Turn off all lights except those required to be left on. Close and lock windows and lock all entrance doors.

2. **SERVICES TO BE PERFORMED WEEKLY**

- a. Clean all glass partitions of interior offices.
- b. Dust and wipe exposed air conditioner grills as well as all other grills.
- c. Remove all floor mats and rugs and clean all floor areas.
- d. Repair scuffed and worn floor areas and machine polish all floor areas.
- e. Dust exposed book stacks.
- f. Sweep and dust supply, record and storage rooms.
- g. Clean and disinfect all telephone instruments.
- h. Wash and disinfect partitions and all wall areas in rest rooms.
- i. Check carpets and spot clean as needed.
- j. Check upholstered furniture and spot clean as needed.

3. **SERVICES TO BE PERFORMED MONTHLY**

- a. Vacuum upholstered furniture.
- b. Dust and polish furniture.
- c. Clean picture frames and wash glass, if any. Wash bookcase and clock face glass.
- d. Clean all electric switch plate covers.
- e. Dust stack area, including books, as well as open shelving.
- f. Sweep floor area in air conditioning and equipment rooms.
- g. Thoroughly clean stairwells where applicable including the removal of dust from all pipes and handrails.
- h. Clean venetian/vertical blinds.
- i. Clean outside of all lockers.
- j. Clean, wax and machine polish all floor areas. Clean ceramic tile floors with clean water and a cleaning agent designed for use with ceramic tile.

4. SERVICES TO BE PERFORMED SEMI-ANNUALLY

- a. Thoroughly machine strip, wax and polish all floor areas, moving desks and furniture to one side to insure uniform maintenance of all floor areas. (Method of cleaning floors described below.).
- b. Complete deep carpet cleaning (steam cleaning) where carpet exists.
- c. Thoroughly clean upholstered furniture, by steam cleaning, or other appropriate cleaning method for the upholstery fabric.

(The above tasks <b.> and <c.> are considered "heavy" cleanings for scheduling purposes.)

BID LINE ITEM PRICING MUST BE SUBMITTED ELECTRONICALLY USING THE CITY'S EBID SYSTEM.

GROUP 1

Line Item	City Hall Area and Fire	Est. Sq. Ft.	Annual Cost (2021-2022)	Annual Cost (2022-2023)	Annual Cost (2023-2024)	Annual Cost (2024-2025)	Annual Cost (2025-2026)
1	City Hall Four Story Building 100 West Atlantic Boulevard Pompano Beach, Florida 33060. (1st) floor. Description: Conference Room, Mail Room, Snack Room, Restrooms (2), Elevators (2.), Office Areas, Main Lobby. Services to be performed (4) days per week. Monday through Thursday. Between 6:00 p.m. and 7:00 a.m.	15,175	\$_____	\$_____	\$_____	\$_____	\$_____
2	City Hall (2nd) floor. Description: Conference Room, Restrooms (2), Elevators (2), Office Areas. Services to be performed (4) days per week. Monday through Thursday. Between 6:00 p.m. and 7:00 a.m.	15,175	\$_____	\$_____	\$_____	\$_____	\$_____
3	City Hall (3rd) floor. Description: Conference Room, Restrooms (2), Elevators (2), Office Areas. Services to be performed (4) days per week. Monday through Thursday. Between 6:00 p.m. and 7:00 a.m.	15,175	\$_____	\$_____	\$_____	\$_____	\$_____
4	City Hall (4th) floor. Description: Conference Room, Restrooms (2), Elevators (2), Office Areas. Services to be performed (4) days per week. Monday through Thursday. Between 6:00 p.m. and 7:00 a.m.	15,175	\$_____	\$_____	\$_____	\$_____	\$_____

5	<p>Commission Chambers One Story Building 100 West Atlantic Boulevard Pompano Beach, Florida 33060. Description: Commission Chamber, 1 conference room, men's restroom (2). Women's restroom (2). Kitchen Areas (2). Services for the Commission Chambers to be performed (4) days per week, Monday through Thursday. Between 6:00 p.m. and 8:00 a.m. When Commission meeting are held (2nd Tuesday, 3rd Tuesday, and 4th Tuesday of each month), the vendor must perform services before the meetings start (4:00 p.m. - 5:00 p.m.).</p>	7,208	\$_____	\$_____	\$_____	\$_____	\$_____
6	<p>Fire Training 180 S.W. 3rd Street. Description: Office Areas, Restrooms (2). Services to be performed Monday through Thursday between 5:00 p.m. and 8:00 a.m.</p>	5,550	\$_____	\$_____	\$_____	\$_____	\$_____
7	<p>Fire Administration 120 S.W. 3rd Street. Description: Office Areas, Restrooms (2). Training Tower: Office Areas, Restrooms (2), and Training Room. Services to be performed Monday through Thursday between 6:00 p.m. and 7:00 a.m.</p>	1,500	\$_____	\$_____	\$_____	\$_____	\$_____
8	<p>Fire Logistics 1654 SW 5th Court, Suite #1641. Description: Lobby, Offices (9), Restrooms (2), Break Room, and Conference Room. Services to be performed Monday through Friday between 9:00 a.m. and 11:00 a.m.</p>	2,736	\$_____	\$_____	\$_____	\$_____	\$_____
<p style="text-align: center;">Total Monthly Amount for Group 1</p>		77,694	\$_____	\$_____	\$_____	\$_____	\$_____

BID LINE ITEM PRICING MUST BE SUBMITTED ELECTRONICALLY USING THE CITY'S EBID SYSTEM.

GROUP 2

Line Item	Public Works, Utilities and Air Park	Est. Sq. Ft.	Annual Cost (2021-2022)	Annual Cost (2022-2023)	Annual Cost (2023-2024)	Annual Cost (2024-2025)	Annual Cost (2025-2026)
9	Purchasing Office 1190 N.E. 3rd Avenue, Building C. Description: Central Stores including an Office area, Restrooms (3), Shower, and a Snack Area. Purchasing Office: Office Areas, Copier Room, Storage Room, and a Conference Room. Graphics including the Print Shop, and sink. For this entire building, services to be performed Monday through Thursday between 3:00 a.m. and 6:00 p.m.	2,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10	Air park Tower 1001 N.E. 10th Street. Description: Office Areas, Lobby, Restrooms (2), Janitorial Closet, and Snack Area. Services to be performed Monday-Thursday between 5:30 p.m. and 7:00 a.m.	5,159	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11	Public Works Administration/Engineering 1201 N.E. 5th Avenue. Description: Office Areas, Conference Room, Restrooms (3), and a Lunch Room. Services to be performed Monday through Thursday between 5:00 p.m. and 7:00 a.m.	7,170	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12	Public Works Garage 1190 N.E. 3rd Avenue, Building A. Description: Office Areas, Break Room, Restrooms (2), Library, Locker Room, and Associated Hallways. The Manager's office is carpeted and the remaining floor areas are tiled. Services to be performed Monday through Thursday between 5:30 p.m. and 7:00 a.m.	1,590	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

13	<p>Public Works Offices 1190 N.E. 3rd Avenue, Building B. Description: West end of the building consists of an Office Area, Men's Restroom (2), Women's Restrooms (2), and an Employee Lunch Room. The East end of the building has a Welding shop that has a small office, a building maintenance office, and (3) restrooms. Services to be performed Monday through Thursday between 5:30 p.m. and 8:00 a.m.</p>	8,750	\$_____	\$_____	\$_____	\$_____	\$_____
14	<p>Membrane Building: 1205 N.E. 5th Avenue, Pompano Beach, Florida, 33060. Description: First Floor: Office areas, Lobby and Hallways, Laboratory and Control Room, Elevator, Restrooms (2) Locker/Shower Rooms. Second Floor: Office Areas and Hallways, Restrooms (2), and Conference Room with Kitchen Area. Services to be performed Monday-Thursday 7am-2pm.</p>	8,636	\$_____	\$_____	\$_____	\$_____	\$_____
15	<p>High Service/Filter Building: 301 N.E. 12th Street Pompano Beach, Florida, 33060. Description: First Floor: Hallway (leading to) Lunchroom, Kitchen, Restroom (1) Break Room. Second Floor: Office Areas and Vestibule, Hallways, Computer Training Area, Laboratory and Restrooms (2), Stairs to First Floor, Entry Door at Second Level. Services to be performed Monday-Thursday 7am-3:30pm.</p>	2,596	\$_____	\$_____	\$_____	\$_____	\$_____
16	<p>Maintenance Shop/Chemical Building: Next to 1205 N.E. 5th Avenue, Pompano Beach, Florida, 33060 Description: First Floor: Restrooms (2) Locker Room, Shower, Control Room, Lunch Room Area Second Floor: Supervisor's Office. Services to be performed Monday-Thursday 7am-3:30pm.</p>	1,793	\$_____	\$_____	\$_____	\$_____	\$_____

17	<p>Utilities Field Office: 1201 NE 3rd Avenue, Pompano Beach, Florida, 33060. Description: Restrooms (4), Locker room (2), Breakroom. Services to be performed Monday-Thursday 7:30 am-3:30</p>	6,808	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
18	<p>Solid Waste Offices 1190 NE 3rd Avenue Trailers, Pompano Beach, FL. 33060 Description: Restrooms (4), Offices, (7), Kitchenette, Lunch Room Area. Services to be performed Monday-Thursday after 5pm</p>	2,600	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
19	<p>Reuse Water Treatment Plant: 1799 North Federal Highway, Pompano Beach, Florida, 33060. Description: Restroom (1), Control room, Laboratory and Hallways. Services to be performed Monday/Wednesday/Thursday Between 7:30 a.m. and 2:30 p.m. NOTE: Due to security issues, cleaning may only be performed between the hours of 7:30 a.m. and 2:30 p.m., Monday through Thursday (four days/week.)</p>	2,016	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Monthly Amount for Group 2		49,118	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

20	Semi-Annual Services for Group I Per Specifications	77,694	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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21	Semi-Annual Services for Group II Per Specifications	49,118	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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C. Qualifications

Proposals shall be considered only from firms that have been engaged in providing services similar to those specified herein for a period of not less than three (3) years continuously and that are presently engaged in the provision of these services. The City reserves the right to conduct an on-site inspection of the Contractor's facilities, equipment, and delivery fleet during normal working hours prior to award, or at any time throughout the term of the contract or any renewal.

D. Expansion/Reduction of Janitorial Services

The City, at its own discretion, may choose to expand or reduce contracted janitorial services to City facilities in the future under the same General Terms and Conditions, Special Conditions, and Technical Specifications described herein. Pricing for these conditions will be agreed upon by the City and Contractor prior to implementation of expansion or reduction of janitorial services.

NOTE: Paper towels, toilet tissue, hand soap and trash can liners will be furnished by the City.

E. Materials and Equipment

Storage space will be provided for Contractor's equipment, which remains on the job site during the term of the contract. The Contractor's equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services, and available to the Contractor's employees at all times. Sufficient cleaning products shall be furnished by the Contractor and maintained at the job site at all times for use by the Contractor's employees in performance of the required services.

NOTE: Paper towels, toilet tissue, hand soap and trash can liners will be furnished by the City.

F. Inspections

The Contractor shall be responsible for supervision and direction of the work performed by his or her employees. Adequate supervision shall be maintained, so that the quality of service will be maintained at the levels stated herein. Any supervisor shall have the authority to act as agent for the Contractor in his absence, and shall be fully qualified to implement the contract specifications.

A daily inspection report for City Hall and Commission Chambers shall be completed by the employee designated by the Contractor as the site supervisor. A copy of this report must be furnished to the Contract Administrator, or his/her designee promptly upon request.

The City will supply inspection logs. These logs will be maintained by the Contractor, and completed each time the facility is serviced.

G. Scheduling

The janitorial services described herein are required at the designated facilities on the basis of four (4) times weekly, and are to be provided Monday through Thursday, after regular working hours. Services are to be rendered as listed for the number of days per week specified. Services are to be rendered at specific hours stated for each location.

Service at specified locations shall include cleaning of all offices, conference rooms, file rooms, print rooms, break areas, and common areas, including: lobbies; hallways, waiting areas, janitorial closets, elevators (passenger and freight, if applicable), stairwells and landings (if applicable), restrooms and restroom lobby areas.

The Contractor shall perform services on each of the specified days, except for City observed holidays. When a City observed holiday falls on a regularly scheduled service day, and the City facility is not accessible to the Contractor, the Contractor shall perform the regularly scheduled services on the next workday following the holiday closure. Exceptions will require arrangements with the Contract Administrator or his/her designee.

Services for the Commission Chambers are to be performed four (4) days per week.

Various meetings are also held in the Commission Chamber building at differing times. During these small meetings the Contractor will be required to "work around" the building occupants. Contractor's personnel must be courteous, and as unobtrusive as possible.

H. Additional Services/Additional Facilities

Additional Services may be required. The City will provide twenty-four (24) hours' notice to the Contractor if additional services are required.

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any City department or agency facility may be added to the contract at the option of the City. When required, the Contractor shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then, the additional work will be awarded to the Contractor. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet.

The City may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current Contractor or for other reasons at the City's discretion.

I. Initial Cleaning Requirements

No more than fifteen (15) days after contract execution, the Contractor will be required to submit a proposed schedule of "heavy" cleaning tasks to the appropriate City contact.

"Heavy" cleaning tasks are defined as: deep carpet cleaning, floor stripping and waxing, interior and exterior window washing, cleaning ceramic tile floors, and cleaning upholstered furniture. The initial round of "heavy" cleaning tasks shall be completed by the end of the first thirty (30) calendar days of service, with subsequent performance of these tasks scheduled at the intervals, as specified herein.

J. Floor Maintenance

This section generally applies to all sites to be cleaned. Specifications are minimums.

For all hard surface floors (concrete, terrazzo, tile, etc.) the following shall be done at the intervals specified: floors will be thoroughly washed using a good grade of floor detergent and a solution containing a disinfectant (as appropriate for the flooring materials). Floors will be thoroughly damp mopped on each day of service. In the event a floor is found to be in a condition in which damp mopping is not satisfactory, it will be the duty of the Contractor to machine scrub the floor to an acceptable level. A clean mop should be used for all floor maintenance.

Carpets are to be spot-cleaned as necessary, at least weekly. Deep carpet cleaning must be performed by "steam cleaning" at the intervals specified; surface shampooing is not acceptable. Contractor should provide references for prior carpet cleaning services.

K. Quality Control

The monitoring of the Contractor's performance is vested in the Contract Administrator. All questions concerning the acceptability of material used, the work performed, the manner of performance, and progress being made in meeting specification requirements shall be determined by the Contract Administrator. Disputes between the Contract Administrator and the Contractor shall be resolved by the Purchasing Department.

L. Penalty Schedule/Deductions

The Contract Administrator or his/her designee will perform inspections of each area to ascertain compliance to the specifications. A janitorial inspection report will be communicated to the Contractor by 9:00 a.m. the next business day following the performance of service listing any deficiencies found. In the event the Contractor shall not have completed all of the required daily, weekly, monthly or semi-annual services as scheduled in the specifications, then, the Contractor will be required to make corrections of all discrepancies during the following scheduled work day. These corrections must be completely performed in accordance with the specification requirements. If these corrections are not completely performed in accordance with the specification requirements, then, a deduction for the total daily cost for that location will be subtracted from the Contractor's monthly invoice.

Failure of the Contractor to appear on any scheduled workday without the advance approval from the Contract Administrator or his/her designee shall result in the deduction

of the total daily cost for that location. Penalties will be applied in accordance with the Contractor's proposal form prices. A full penalty price will be levied against the Contractor each time cleaning is not performed in full accordance with work specifications, whether it is to be performed daily, weekly, monthly, quarterly, semi-annually, or annually. Such penalties will continue until said cleaning is performed or the contract is cancelled.

M. Uniforms and Security

1. Contractor shall at all times enforce strict discipline and good order among his or her employees. Unauthorized use of City or City employee's property is prohibited, including the use of office equipment, computers, fax machines, and telephones. No smoking is allowed in City buildings.
2. Contractor shall not move or jar computers. Contractor shall not use any cleaning products or equipment that will leave dust or any material containing silicon on or around computer equipment.
3. Contractor's employees shall wear distinctive clean, neat appearing uniforms and footwear while working on City premises. Uniforms shall bear company name or identification tag, so that Contractor's employees may be identified.
4. Contractor shall provide the Contract Administrator or his/her designee with a roster listing all personnel assigned to the contract within fifteen (15) days prior to contract commencement. In addition, the Contractor shall provide a listing of names, emergency telephone numbers and cell numbers of supervisory personnel assigned to the contract. It will be the Contractor's responsibility to keep this list up to date.
 - a. The roster shall list all personnel including but not limited to: managers, supervisors, and janitorial staff who will provide services under the resulting contract, work in or on City property, or have access to City property. Access to City facilities shall be denied to Contractor's personnel not listed on the Employee Roster and pre-approved by the City.
 - b. The roster shall be accompanied by the City's Background Check Affidavit to ensure background checks have been conducted on all required personnel.
 - c. If any changes to the roster are to occur, then, the Contractor shall provide an updated roster showing the new information or personnel, including background checks, via e-mail to the Facilities Manager or designee prior to effecting the change. Failure to notify the Facilities Manager of personnel changes, conduct a background on personnel assigned to the contract, or the misuse of assigned access badges and keys shall be grounds for finding the Contractor in default of the contract.

5. The Contract Administrator, or his/her designee may request the Contractor to remove any employee for security reasons, or if it is determined that services are not being performed in accordance with the terms and conditions of the contract.
6. The successful Proposer(s) will pick up one set of keys for each area/building from the Contract Administrator after notice of solicitation award. The successful Proposer will also receive badges to enter City Hall and Commission Chambers. If keys/badges are misplaced by the Contractor the cost of re-keying the locks and replacement of keys/badges will be incumbent upon the Contractor.

N. Supervision

Contractor shall provide an adequate number of trained and qualified supervisors capable of providing the necessary supervision to satisfy the contract during all service hours. Supervision must be by an on-site supervisor. The on-site supervisor shall be responsible for monitoring and administration of personnel activities, and resolution of any service problems with designated City staff. Each supervisor, and the night crew foreman, to the satisfaction of the Contract Administrator, or his/her designee, shall be capable of verbal and written communication in the English language and shall be able to effectively communicate with City staff.

The Contract Administrator, or his/her designee may request the Contractor to remove any supervisor if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

The Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, or any other persons unless said person is an authorized Contractor employee. The City prohibits teenagers, minors, or children to work in City owned buildings under this Agreement.

O. Sample Agreement Form

By submitting a proposal, the Proposer agrees, if awarded the solicitation, to enter into a contract with City using the City's sample agreement form. See sample agreement form attached as a sample in the eBid system.

P. Verification of Employment Eligibility

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

1. all persons employed by Contractor to perform employment duties within Florida during the term of the contract, and;
2. all persons (including subcontractors) assigned by Contractor to perform work pursuant to the contract.

The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System [<https://www.uscis.gov/e-verify>] during the term of the contract is a condition of the contract. Contractor shall annually certify compliance with this requirement in writing to the City's Contract Administrator assigned to the contract.

Q. METHOD OF AWARD

The intent of the Solicitation is to select the two (2) most qualified firms, based on criteria established, on a group-by-group basis. To be considered for award for a given group, the Proposer shall offer prices for all items within the given group. If a Proposer fails to submit an offer for all items within the group, its offer for that specific group may be rejected. Most Qualified means the basis for awarding of this contract will be made with limited consideration of cost.

The City may at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

R. Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

In the event the City determines the Contractor to be in full compliance with the contract and Contractor's performance thereunder to be satisfactory, then the City, with City Commission approval, shall have the option to renew the contract for an additional four (1) one (1) year terms upon the written consent of both the City and Contractor provided that the City provides written notice of its intention to renew within sixty (60) days of the termination date of the contract.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

S. Local Business Program

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity which has maintained a

- permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
 3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City is **strongly committed** to insuring the participation of City Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the contract, and the

Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The required goal for this Solicitation is **10%** for Local Vendor.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded Proposer will be required to submit “Local Business Subcontractor Utilization Reports” during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in “unsatisfactory” compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The City shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preference as follows:

- i. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
- ii. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of the total score.
 - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of the total score.
 - iii. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.

T. Required Proposal Submittal

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time as specified herein. Proposer shall upload response as one (1) file to the

eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 10 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and email addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:

In addition to completing pricing in the line items tab of the eBid system, include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the Proposer's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to Proposer's activities in relation to the project.

List any prior projects performed for the City.

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

NOTE: Form B must be signed by a representative of the subcontractor, NOT of the Prime.

Litigation:

Disclose any litigation within the past five (5) years arising out of your firm's performance, including status/outcome.

City Forms:

The Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. The City reserves the right to request additional information to ensure the Proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

U. Insurance Requirements

Contractor shall not commence services under the terms of the resulting contract until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the City's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

Contractor is responsible to deliver to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of the contract, City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by the contract, including limits, coverages or endorsements. City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as City's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under the resulting contract.

Throughout the term of the contract, Contractor and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance.

(a) Naming the City of Pompano Beach as an additional insured as City’s interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor’s negligent acts or omissions in connection with Contractor’s performance under this Agreement.

(b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability	
	Per Occurrence	Aggregate
GENERAL LIABILITY:		
* Policy to be written on a claims occurrence basis		
	\$1,000,000	\$2,000,000
XX comprehensive form	bodily injury and property damage	
XX premises - operations	bodily injury and property damage	
XX explosion & collapse hazard		
XX underground hazard		
XX products/completed operations hazard	bodily injury and property damage combined	
XX contractual insurance	bodily injury and property damage combined	
XX broad form property damage	bodily injury and property damage combined	
XX independent contractors	personal injury	
XX personal injury		
— CG2010	ongoing operations (or its’ equivalent)	
— CG 2037	completed operations (or its’ equivalent)	
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate	

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate.
 Bodily injury (each person) bodily injury (each accident),
 property damage, bodily injury and property damage
 combined.

XX comprehensive form

- XX owned
- XX hired
- XX non-owned

REAL & PERSONAL PROPERTY

* Policy to be written on a claims occurrence basis

___ comprehensive form Agent must show proof it has this coverage.

EXCESS / UMBRELLA LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

XX	excess/umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims made basis

XX	professional liability	\$1,000,000	\$1,000,000
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 (c) If Professional Liability insurance is required, Proposer agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims made basis

XX	environmental/pollution liability	\$1,000,000	\$1,000,000
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CYBER LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

\$1,000,000 \$1,000,000

- ___ Network Security / Privacy Liability
- ___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
- ___ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)
- ___ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

3. Employer's Liability. Contractor and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

4. Policies: Whenever, under the provisions of the Agreement, insurance is required of the PROPOSER, the PROPOSER shall promptly provide the following:

- a) Certificates of Insurance evidencing the required coverage;
- b) Names and addresses of companies providing coverage;
- c) Effective and expiration dates of policies; and
- d) A provision in all policies affording City thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the City.

6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then, Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

V. Selection/Evaluation Process

A Selection/Evaluation Committee (Committee) will be appointed to select the most qualified firm(s). The Committee will present their findings to the City Commission. Proposals will be evaluated using the following criteria:

Criteria

1	<u>Relevant experience and qualifications with similar projects</u>	0-40	_____
	<p>Longevity of business organization.</p> <p>Experience with other contracts of a similar type</p> <p>The past performance of the Proposer on contracts with the City and any other entities in terms of quality of work and compliance with performance schedules.</p> <p>Key personnel Experience.</p> <p><u>Note:</u> The Committee may solicit information from previous clients, including the City, relevant information concerning the Proposer's record of past performance.</p>		
2	<u>Knowledge of site and conditions:</u>	0-30	_____
	Demonstrate knowledge of each site, capable of supplying quality workmanship and supplies		
3	<u>Scheduling and Cost:</u>	0-30	_____
	Total	0-100	_____

Additional 0-5% for Tier1/Tier2 Local Business will be calculated on combined scoring totals of each company.

NOTE:

Financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements submitted to prequalify for a solicitation, and were not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following

presentations (if deemed necessary) with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the Solicitation, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to) approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

II. GENERAL CONDITIONS

A. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

B. Right to Audit

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful Proposers), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices,

payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by City to Consultant pursuant to this contract.

City's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

C. Retention of Records and Right to Access

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service;
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
4. 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 the Contractor does not transfer the records to the City; and
5. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon

completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the 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 City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

D. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

E. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

F. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under the contract shall be those of the firm.

G. Staff Assignment

The City reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks shall be required.

H. Contract Terms

The contract resulting from this Solicitation shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this Solicitation document, together with the successful proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the Contractor, its employees, agents or servants during the performance of the contract, whether directly or

indirectly, Contractor agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

I. Waiver

It is agreed that no waiver or modification of the contract resulting from this Solicitation, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

J. Survivorship Rights

This contract resulting from this Solicitation shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

K. Termination

The contract resulting from this Solicitation may be terminated by the City without cause upon providing Contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this Solicitation for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

L. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this Solicitation in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this Solicitation shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in good standing and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

M. Acceptance Period

Proposals submitted in response to this Solicitation must be valid for a period no less than ninety (90) days from the closing date of this Solicitation.

N. Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to the City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this Solicitation as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of solicitation documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to this Solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this Solicitation. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this Solicitation, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interest of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of its proposal or for any work performed in connection therein.

O. Standard Provisions**1. Governing Law**

Any contract resulting from this Solicitation shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor and Business Licenses if required by Florida State Statutes or local ordinances.

3. Conflict of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also a City, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is a City, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a “Drug Free Workplace” as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his/her surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws,

regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity with Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this Solicitation. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- i. Keep and maintain public records required by the City in order to perform the service;
- ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

- iii. 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 the Contractor does not transfer the records to the City; and
 - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the 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 City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

P. Questions and Communication

All questions regarding this Solicitation are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to this Solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to this Solicitation.

Q. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City's Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the solicitation in the eBid System.

R. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the successful Proposer's performance for the work specified by the contract. Sample Contractor Performance Report has been included as an attachment in the eBid system.

BACKGROUND CHECK AFFIDAVIT
(Page 1 of 3)

STATE OF FLORIDA () SS.
COUNTY OF (_____)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the _____ (title) of _____ and I certify that I have the authority to make the representations set forth within this Affidavit.
3. _____ intends to enter into a contract with the City of Pompano Beach for Citywide Janitorial Services.
4. The fulfillment of the Background Check as required per the terms and conditions of the Contract have been conducted through:
 - The Florida Department of Law Enforcement's Computerized Criminal History (CCH) database (Level I)
 - National Crime Information Center (NCIC) data base (Level II).
5. All criminal background checks must be conducted prior to any covered individual's initial access to City's property and, depending on the contract's term, on an annual basis thereafter.
6. I hereby certify that background checks have been completed for all person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on city property and certify that no person who has been convicted or who has entered a plea of nolo contendere for any crime set forth within Chapters 131-133 of the City of Pompano Beach Code of Ordinances shall perform work on city property. A list of such employees is set forth on Exhibit "A", attached hereto and made a part hereof.
7. I also certify that I shall maintain records of the criminal history checks for each person doing work on City property during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

**Background Check Affidavit
(Page 2 of 3)**

Executed this _____ day of _____, 20__.

By _____
(Signature)

By _____
(Name and Title)

The foregoing was acknowledged before me this _____ day of _____, 20__,
by _____ who is personally known to me or who has produced
_____ as identification and who did take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

Online Questions & Answers

Event Information

Number: E-20-21 Addendum 1
 Title: Janitorial Services
 Type: Request for Proposals
 Issue Date: 5/10/2021
 Question Deadline: 6/7/2021 05:00 PM (ET)
 Response Deadline: 6/29/2021 02:00 PM (ET)
 Notes:

The City of Pompano Beach (City) is seeking proposals from qualified firms to provide Janitorial Services to the City for City Hall, Commission Chambers, and various buildings located throughout the City. Proposals submitted shall include the costs of all labor, supervision, equipment, cleaning supplies, and materials required to maintain a clean and sanitary environment in the various City facilities, as specified herein.

The City will receive sealed proposals until **2:00:00 p.m. (local), June 14, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time, as specified herein. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference and will be held on **May 19, 2021 at 2:00 P.M. (local)** via Zoom. Due to the COVID-19 mandate restrictions and in the interest of social distancing, the pre-proposal conference will be held as a Zoom Meeting with instructions given once the meeting begins, in addition to those instructions provided herein. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the link. Proposals will not be accepted from firms that do not attend the pre-proposal conference.

In an effort to present an orderly and time efficient pre-proposal conference, a responsive email should be sent to Jeff English, Purchasing Agent of Record, at purchasing@copbfl.com 24 hours prior to the pre-proposal conference, confirming

your intent for participation. The email from the potential proposer is to include your company name, representative name/s, email address/es and contact phone number/s. Your information will be added to the list of potential proposers attending, which the Purchasing Agent of Record will publicly acknowledge. Those potential proposers attending without providing prior email notice will be acknowledged by the Purchasing Agent of Record after the reading of the list.

Published Questions

Question	Regarding the Chambers, it states vendor must perform services before meetings start (4-5pm). Does that mean meetings start 4-5pm and cleaning must be completed prior to that or does that mean the window of time during which cleaning can take place is limited to 4-5pm?
Answer	Commission has 6:00 PM meetings on the 4th Tuesday and 1:00 PM meetings on the 2nd Tuesday of each month. The 4-5 window is for the evening meeting.
Asked	6/7/2021 10:56 AM (ET)

Question	For the semi-annual services (carpet extraction, strip & wax, upholstery cleaning), is pricing supposed to be submitted for total annual cost (2 services) or per service?
Answer	Enter semi-annual price per service.
Asked	6/7/2021 10:56 AM (ET)

Question	Is the sq ft of each facility total sq ft or cleanable sq ft? Chamber cleaning does the site need to be cleaned twice on the three meeting Tuesdays? Purchasing office states 3am start should it be 3pm? Does the print sho need special cleaning ink removal etc??What is the number of upolstered furinture pieces in the buildings? What is the total number of employees per building???
Answer	3 PM is the correct time for the cleaning of the purchasing office.
Asked	6/6/2021 09:42 PM (ET)

Question	Please clarify Local Business. Is it a business headquartered in Pompano Beach or a business operating a location and having a Pompano Beach license / tax receipt within Pompano Beach?
Answer	"Headquarter" is not a part of the City's definition for local business. A business operating a STAFFED location, and having a Pompano Beach license / tax receipt within a non-residential area of Pompano Beach would qualify.
Asked	6/4/2021 04:32 PM (ET)

Question	Are the pricing line item pages 5 thru 9 of the solicitation document E-20-21 to be completed and the pdf version inserted on the pricing section of the proposal?
Answer	The "Required Proposal Submittal" section described on pages 17 and 18 of the solicitation document requires only that a "narrative with sufficient detail" be included in the "Fees and Costs" section of the proposal. Including pages 5-9 is proposer's choice.
Asked	6/2/2021 02:55 PM (ET)

Question	Is the City conducting a site visit for the locations listed in the bid package?
Answer	The optional site visit on 6/25/2021 was available only to those companies that attended the mandatory pre-proposal meeting.
Asked	6/2/2021 02:46 PM (ET)

Question	Are the listed subcontracting % goals mandatory requirement to be reached to considered for the award or "optional" as a way to obtain the additional evaluation points?
Answer	The 10% goal is a mandatory requirement for the awarded company.
Asked	6/2/2021 09:41 AM (ET)

Question	Could a Tier2 vendor who is unable to partner with a local subcontractor by the time the submittal,(but presents good faith effort and completes the required documentation), be considered for award the contract without having reached the 20% subcontracting goal mark?
Answer	Without reaching the subcontracting (supplies/equipment as well as labor)goal, a company would not be deemed a tier-2 vendor, and would therefore fail to attain additional percentage points.
Asked	6/2/2021 09:36 AM (ET)

Question	-Are any local subcontractors being utilized for the current service or supplies? If so, *What services are being subcontracted? *What is the name of subcontractor company performing the services?
Answer	Janitorial 5-Star has been the local sub-contractor.
Asked	6/2/2021 09:29 AM (ET)

Question	-What is the annual budget for this project?
Answer	None available.
Asked	6/2/2021 09:27 AM (ET)

Question	-Please provide a copy of the current contractor Performance report for the last 6 months.
Answer	None available
Asked	6/2/2021 09:27 AM (ET)

Question	-Please provide list of any deductions imposed during the last 12 months.
Answer	No deductions were imposed.
Asked	6/2/2021 09:26 AM (ET)
Question	-Please provide a breakdown of sq. ft. of carpet and hard floor by building. If the information is not available, please provide a percent (%) estimate.
Answer	Information not available.
Asked	6/2/2021 09:26 AM (ET)
Question	-Please provide copy of the current contract.
Answer	Available as a part of Addendum - 2.
Asked	6/2/2021 09:24 AM (ET)
Question	-Please provide copy of the monthly invoices for the past 12 months.
Answer	Available as a part of Addendum - 2.
Asked	6/2/2021 09:24 AM (ET)
Question	Last time bid was two years ago??
Answer	The previous solicitation was one year and 8 months ago.
Asked	6/1/2021 02:26 PM (ET)
Question	Since the pricing line item monthly and annual costs are to be entered directly into the portal, 1- are vendors also required to enter same cost information on the Fees & Costs section of the Technical Proposal? or are vendors only supposed to enter the cost itemization on the Fees & Costs section of the proposal? if so, 2- Exactly what are the major services and/or cost categories that the City would like to see itemized on the Fees & costs section of the proposal?
Answer	BOTH the proposal and the eBid line item entries should have the same totals.
Asked	6/1/2021 01:23 PM (ET)
Question	Will site visits be available?
Answer	6/25/2021 is the date of the optional site visit.
Asked	5/21/2021 08:32 AM (ET)
Question	We also specialize in cleaning, sanitizing and disinfecting dumpsters and trash compactors. Is that line item that might be considered by the City of Pompano Beach?
Answer	This solicitation is for janitorial service only.
Asked	5/19/2021 03:08 PM (ET)

Question	Can the contract be split up according to specialties? We do not clean interiors, we are not a janitorial company. We specialize in disinfecting interiors from COVID. That's where we excel and would like to only bid on that portion. Is that possible?
Answer	This solicitation is for janitorial service only.
Asked	5/19/2021 03:06 PM (ET)
Question	Is a bid bond required?
Answer	No.
Asked	5/14/2021 09:49 AM (ET)
Question	What is the City's budget?
Answer	None available.
Asked	5/14/2021 09:48 AM (ET)
Question	May we have a copy of the current contract?
Answer	Available as a part of Addendum - 2.
Asked	5/14/2021 09:47 AM (ET)
Question	Who is your current vendor and what is the annual amount of the contract? Does the scope of work remain the same as last bid?
Answer	Sunshine Cleaning Systems. The scope has changed from the previous contract.
Asked	5/13/2021 10:21 AM (ET)

EXHIBIT B

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum 1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

- XX comprehensive form bodily injury and property damage
- XX premises - operations bodily injury and property damage
- ___ explosion & collapse hazard
- ___ underground hazard
- XX products/completed operations hazard bodily injury and property damage combined
- XX contractual insurance bodily injury and property damage combined
- XX broad form property damage bodily injury and property damage combined
- XX independent CONTRACTORS personal injury
- XX personal injury

___ sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

___ liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- XX comprehensive form Minimum \$10,000/\$20,000/\$10,000
- XX owned (Florida's Minimum Coverage)
- XX hired
- XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

___ other than umbrella bodily injury and property damage combined \$2,000,000 \$2,000,000

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.



E-20-21 Addendum 1

Sunshine Cleaning Systems, Inc

Supplier Response

Event Information

Number: E-20-21 Addendum 1
 Title: Janitorial Services
 Type: Request for Proposals
 Issue Date: 5/10/2021
 Deadline: 6/29/2021 02:00 PM (ET)
 Notes: The City of Pompano Beach (City) is seeking proposals from qualified firms to provide Janitorial Services to the City for City Hall, Commission Chambers, and various buildings located throughout the City. Proposals submitted shall include the costs of all labor, supervision, equipment, cleaning supplies, and materials required to maintain a clean and sanitary environment in the various City facilities, as specified herein.

The City will receive sealed proposals until **2:00:00 p.m. (local), June 14, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time, as specified herein. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all

required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference and will be held on **May 19, 2021 at 2:00 P.M. (local)** via Zoom. Due to the COVID-19 mandate restrictions and in the interest of social distancing, the pre-proposal conference will be held as a Zoom Meeting with instructions given once the meeting begins, in addition to those instructions provided herein. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the link.

Proposals will not be accepted from firms that do not attend the pre-proposal conference.

In an effort to present an orderly and time efficient pre-proposal conference, a responsive email should be sent to Jeff English, Purchasing Agent of Record, at purchasing@copbfl.com 24 hours prior to the pre-proposal conference, confirming your intent for participation. The email from the potential proposer is to include your company name, representative name/s, email address/es and contact phone number/s. Your information will be added to the list of potential proposers attending, which the Purchasing Agent of Record will publicly acknowledge. Those potential proposers attending without providing prior email notice will be acknowledged by the Purchasing Agent of Record after the reading of the list.

Contact Information

Contact: Jeff English
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

Sunshine Cleaning Systems, Inc Information

Contact: Derek Auckland
 Address: Sunshine Cleaning Systems, Inc
 3445 N.E. 12th Terrace
 Ft. lauderdale, FL 33334
 Phone: (954) 772-0884
 Fax: (954) 566-7329
 Email: derek@sunclean.com
 Web Address: www.sunclean.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Randy Kierce

Signature

Submitted at 6/28/2021 3:09:07 PM

randy@sunclean.com

Email

Requested Attachments

Proposal Submission

Sunshine Cleaning Systems City of Pompano Beach Proposal Submission.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Tier 1/ Tier 2 Local Business Form

T1_T2_Form.pdf

Complete the Tier 1/ Tier 2 Local Business form from the attachments tab, and upload it here.

Local Business Program Forms

Local Business Program Forms (1).pdf

Local Business Program Forms from the attachments tab are to be completed and uploaded to this tab.

Bid Attributes

1 Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

Agree (Agree)

2 Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

Yes (Yes)

3 Local Business Participation Percentage

If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses.

4 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. Select yes for Agree, No for disagree on the drop down menu.

5 Drug-Free Workplace

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., indicate that by selecting yes in the drop down menu.

6 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate yes or no below with the drop down menu.

Bid Lines

1 GROUP I

City Hall Four Story Building 100 West Atlantic Boulevard Pompano Beach, Florida 33060. (1st) floor.

Description: Conference Room, Mail Room, Snack Room, Restrooms (2), Elevators (2.), Office Areas, Main Lobby. Services to be performed (4) days per week. Monday through Thursday. Between 6:00 p.m. and 7:00 a.m.

Quantity: UOM: Unit Cost: Total:

Item Notes: 15,175 Sq. Ft. Hours of Operation: Monday-Thursday 7am-6pm

Item Attributes

1. Annual Cost (2021-2022)

2. Annual Cost (2022-2023)

3. Annual Cost (2023-2024)

4. Annual Cost (2024-2025)

5. Annual Cost (2025-2026)

2 GROUP I

City Hall (2nd) floor.

Description: Conference Room, Restrooms (2), Elevators (2), Office Areas. Services to be performed (4) days per week. Monday through Thursday. Between 6:00 p.m. and 7:00 a.m.

Quantity: 12 UOM: mo. Unit Cost: Total:

Item Notes: 15,175 Sq. Ft. Hours of Operation: Monday-Thursday 7am-6pm

Item Attributes

1. Annual Cost (2021-2022)

2. Annual Cost (2022-2023)

3. Annual Cost (2023-2024)

4. Annual Cost (2024-2025)

5. Annual Cost (2025-2026)

3 GROUP I

City Hall (3rd) floor.

Description: Conference Room, Restrooms (2), Elevators (2), Office Areas. Services to be performed (4) days per week. Monday through Thursday. Between 6:00 p.m. and 7:00 a.m.

Quantity: 12 UOM: mo. Unit Cost: Total:

Item Notes: 15,175 Sq. Ft. Hours of Operation: Monday-Thursday 7am-6pm

Item Attributes

1. Annual Cost (2021-2022)

2. Annual Cost (2022-2023)

\$16459.49

3. Annual Cost (2023-2024)

\$17474.83

4. Annual Cost (2024-2025)

\$18490.17

5. Annual Cost (2025-2026)

\$19550.77

4 GROUP I

City Hall (4th) floor.

Description: Conference Room, Restrooms (2), Elevators (2), Office Areas. Services to be performed (4) days per week. Monday through Thursday. Between 6:00 p.m. and 7:00 a.m.

Quantity: 12 UOM: mo. Unit Cost: \$1,263.90 Total: \$15,166.80

Item Notes: 15,175 Sq. Ft. Hours of Operation: Monday-Thursday 7am-6pm

Item Attributes

1. Annual Cost (2021-2022)

\$15166.84

2. Annual Cost (2022-2023)

\$16459.49

3. Annual Cost (2023-2024)

\$17474.83

4. Annual Cost (2024-2025)

\$18490.17

5. Annual Cost (2025-2026)

\$19550.77

5 GROUP I**Commission Chambers One Story Building 100 West Atlantic Boulevard Pompano Beach, Florida 33060r.**

Description: Commission Chamber, 1 conference room, men's restroom (2). Women's restroom (2). Kitchen Areas (2). Services for the Commission Chambers to be performed (4) days per week, Monday through Thursday. Between 6:00 p.m. and 8:00 a.m. When Commission meeting are held (2nd Tuesday, 3rd Tuesday, and 4th Tuesday of each month), the vendor must perform services before the meetings start (4:00 p.m. - 5:00 p.m.).

Quantity: 12 UOM: mo. Unit Cost: Total:

Item Notes: 7,208 Sq. Ft.

Item Attributes**1. Annual Cost (2021-2022)**

2. Annual Cost (2022-2023)

3. Annual Cost (2023-2024)

4. Annual Cost (2024-2025)

5. Annual Cost (2025-2026)

6 GROUP I**Fire Training 180 S.W. 3rd Street.**

Description: Office Areas, Restrooms (2). Services to be performed Monday through Thursday between 5:00 p.m. and 8:00 a.m.

Quantity: 12 UOM: mo. Unit Cost: Total:

Item Notes: 5,550 Sq. Ft.

Item Attributes**1. Annual Cost (2021-2022)**

2. Annual Cost (2022-2023)

3. Annual Cost (2023-2024)

\$5757.77

4. Annual Cost (2024-2025)

\$6092.31

5. Annual Cost (2025-2026)

\$6441.77

7 GROUP I

Fire Administration 120 S.W. 3rd Street.

Description: Office Areas, Restrooms (2). Training Tower: Office Areas, Restrooms (2), and Training Room. Services to be performed Monday through Thursday between 6:00 p.m. and 7:00 a.m.

Quantity: 12 UOM: mo. Unit Cost: \$333.15 Total: \$3,997.80

Item Notes: 1,500 Sq. Ft.

Item Attributes

1. Annual Cost (2021-2022)

\$3997.85

2. Annual Cost (2022-2023)

\$4338.58

3. Annual Cost (2023-2024)

\$4606.22

4. Annual Cost (2024-2025)

\$4873.85

5. Annual Cost (2025-2026)

\$5153.42

8 GROUP I

Fire Logistics 1654 SW 5th Court, Suite #1641.

Description: Lobby, Offices (9), Restrooms (2), Break Room, and Conference Room. Services to be performed Monday through Friday between 9:00 a.m. and 11:00 a.m.

Quantity: 12 UOM: mo. Unit Cost: \$831.27 Total: \$9,975.24

Item Notes: 2,736 Sq. Ft.

Item Attributes**1. Annual Cost (2021-2022)**

\$9975.24

2. Annual Cost (2022-2023)

\$10834.68

3. Annual Cost (2023-2024)

\$11549.52

4. Annual Cost (2024-2025)

\$12243.84

5. Annual Cost (2025-2026)

\$12723.60

9 GROUP II**Purchasing Office 1190 N.E. 3rd Avenue, Building C.**

Description: Central Stores including an Office area, Restrooms (3), Shower, and a Snack Area. Purchasing Office: Office Areas, Copier Room, Storage Room, and a Conference Room. Graphics including the Print Shop, and sink. For this entire building, services to be performed Monday through Thursday between 3:00 a.m. and 5:00 p.m.

Quantity: 12 UOM: mo. Unit Cost: \$333.15 Total: \$3,997.80

Item Notes: 2,000 Sq. Ft.

Item Attributes**1. Annual Cost (2021-2022)**

\$3997.85

2. Annual Cost (2022-2023)

\$4338.58

3. Annual Cost (2023-2024)

\$4606.22

4. Annual Cost (2024-2025)

\$4873.85

5. Annual Cost (2025-2026)

\$5153.42

1
0**GROUP II****Air park Tower 1001 N.E. 10th Street.**

Description: Office Areas, Lobby, Restrooms (2), Janitorial Closet, and Snack Area. Services to be performed Monday-Thursday between 5:30 p.m. and 7:00 a.m. .

Quantity: 12 UOM: mo. Unit Cost: Total:

Item Notes: 5,159 Sq. Ft.

Item Attributes**1. Annual Cost (2021-2022)**

2. Annual Cost (2022-2023)

3. Annual Cost (2023-2024)

4. Annual Cost (2024-2025)

5. Annual Cost (2025-2026)

1
1**GROUP II****Public Works Administration/Engineering 1201 N.E. 5th Avenue.**

Description: Office Areas, Conference Room, Restrooms (3), and a Lunch Room. Services to be performed Monday through Thursday between 5:00 p.m. and 7:00 a.m.

Quantity: 12 UOM: mo. Unit Cost: Total:

Item Notes: 7,170 Sq. Ft.

Item Attributes**1. Annual Cost (2021-2022)**

2. Annual Cost (2022-2023)

3. Annual Cost (2023-2024)

4. Annual Cost (2024-2025)

5. Annual Cost (2025-2026)

1
2

GROUP II

Public Works Garage 1190 N.E. 3rd Avenue, Building A.

Description: Office Areas, Break Room, Restrooms (2), Library, Locker Room, and Associated Hallways. The Manager's office is carpeted and the remaining floor areas are tiled. Services to be performed Monday through Thursday between 5:30 p.m. and 7:00 a.m..

Quantity: 12 UOM: mo. Unit Cost: Total:

Item Notes: 1,590 Sq. Ft.

Item Attributes

1. Annual Cost (2021-2022)

2. Annual Cost (2022-2023)

3. Annual Cost (2023-2024)

4. Annual Cost (2024-2025)

5. Annual Cost (2025-2026)

1
3

GROUP II

Public Works Offices 1190 N.E. 3rd Avenue, Building B.

Description: West end of the building consists of an Office Area, Men's Restroom (2), Women's Restrooms (2), and an Employee Lunch Room. The East end of the building has a Welding shop that has a small office, a building maintenance office, and (3) restrooms. Services to be performed Monday through Thursday between 5:30 p.m. and 8:00 a.m.

Quantity: 12 UOM: mo. Unit Cost: Total:

Item Notes: 8,750 Sq. Ft.

Item Attributes

1. Annual Cost (2021-2022)

2. Annual Cost (2022-2023)

3. Annual Cost (2023-2024)

4. Annual Cost (2024-2025)

5. Annual Cost (2025-2026)

1
4

GROUP II

Membrane Building: 1205 N.E. 5th Avenue, Pompano Beach, Florida, 33060.

Description: First Floor: Office areas, Lobby and Hallways, Laboratory and Control Room, Elevator, Restrooms (2) Locker/Shower Rooms.

Second Floor: Office Areas and Hallways, Restrooms (2), and Conference Room with Kitchen Area. Services to be performed Monday-Thursday 7am-2pm.

Quantity: 12 UOM: mo. Unit Cost: Total:

Item Notes: 8,636 Sq. Ft.

Item Attributes

1. Annual Cost (2021-2022)

2. Annual Cost (2022-2023)

3. Annual Cost (2023-2024)

4. Annual Cost (2024-2025)

5. Annual Cost (2025-2026)

**1
5** GROUP II

High Service/Filter Building: 301 N.E. 12th Street, Pompano Beach, Florida, 33060.

Description: First Floor: Hallway (leading to) Lunchroom, Kitchen, Restroom (1) Break Room.

Second Floor: Office Areas and Vestibule, Hallways, Computer Training Area, Laboratory and Restrooms (2), Stairs to First Floor, Entry Door at Second Level. Services to be performed Monday-Thursday 7am-3:30pm.

Quantity: 12 UOM: mo. Unit Cost: Total:

Item Notes: 2,596 Sq. Ft.

Item Attributes

1. Annual Cost (2021-2022)

2. Annual Cost (2022-2023)

3. Annual Cost (2023-2024)

4. Annual Cost (2024-2025)

5. Annual Cost (2025-2026)

1
6
GROUP II**Maintenance Shop/Chemical Building: Next to 1205 N.E. 5th Avenue, Pompano Beach, Florida, 33060.**

Description: First Floor: Restrooms (2) Locker Room, Shower, Control Room, Lunch Room Area. Second Floor: Supervisor's Office. Services to be performed Monday-Thursday 7am-3:30pm.

Quantity: 12 UOM: mo. Unit Cost: Total:

Item Notes: 1,793 Sq. Ft.

Item Attributes**1. Annual Cost (2021-2022)**

2. Annual Cost (2022-2023)

3. Annual Cost (2023-2024)

4. Annual Cost (2024-2025)

5. Annual Cost (2025-2026)

1
7
GROUP II**Utilities Field Office: 1201 NE 3rd Avenue, Pompano Beach, Florida, 33060.**

Description: Restrooms (4), Locker room (2), Breakroom. Services to be performed Monday-Thursday 7:30 am-3:30.

Quantity: 12 UOM: mo. Unit Cost: Total:

Item Notes: 6,808 Sq. Ft.

Item Attributes**1. Annual Cost (2021-2022)**

2. Annual Cost (2022-2023)

3. Annual Cost (2023-2024)

4. Annual Cost (2024-2025)

5. Annual Cost (2025-2026)

1
8

GROUP II

Solid Waste Offices 1190 NE 3rd Avenue Trailers, Pompano Beach, FL. 33060.

Description: Restrooms (4), Offices, (7), Kitchenette, Lunch Room Area. Services to be performed Monday-Thursday after 5pm.

Quantity: 12 UOM: mo. Unit Cost: Total:

Item Notes: 2,600 Sq. Ft.

Item Attributes

1. Annual Cost (2021-2022)

2. Annual Cost (2022-2023)

3. Annual Cost (2023-2024)

4. Annual Cost (2024-2025)

5. Annual Cost (2025-2026)

1
9

GROUP II

Reuse Water Treatment Plant: 1799 North Federal Highway, Pompano Beach, Florida, 33060.

Description: Restroom (1), Control room, Laboratory and Hallways. Services to be performed Monday/Wednesday/Thursday Between 7:30 a.m. and 2:30 p.m

NOTE: Due to security issues, cleaning may only be performed between the hours of 7:30 a.m. and 2:30 p.m., Monday through Thursday (four days/week.)

Quantity: 12 UOM: mo. Unit Cost: Total:

Item Notes: 2,016 Sq. Ft.

Item Attributes

1. Annual Cost (2021-2022)

2. Annual Cost (2022-2023)

3. Annual Cost (2023-2024)

4. Annual Cost (2024-2025)

5. Annual Cost (2025-2026)

2
0

ALT-GROUP I

Semi-Annual Services for Group I Per Specifications

Quantity: 2 UOM: Half Year Unit Cost: Total:

Item Notes: 77,694 Sq. Ft.

Item Attributes

1. Annual Cost (2021-2022)

2. Annual Cost (2022-2023)

3. Annual Cost (2023-2024)

4. Annual Cost (2024-2025)

5. Annual Cost (2025-2026)

2
1

ALT-GROUP II

Semi-Annual Services for Group II Per Specifications

Quantity: 2 UOM: Half Year Unit Cost: Total:

Item Notes: 49,118 Sq. Ft.

Item Attributes**1. Annual Cost (2021-2022)**

\$15985.42

2. Annual Cost (2022-2023)

\$16385.05

3. Annual Cost (2023-2024)

\$16876.61

4. Annual Cost (2024-2025)

\$17298.52

5. Annual Cost (2025-2026)

\$17817.48

Response Total: \$187,026.58

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E-20-21, Janitorial Services
 (number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Randy Kierce Title COO

Company (Legal Registered) Sunshine Cleaning Systems, Inc.

Federal Tax Identification Number 592142301

Address 3445 NE 12th Terrace

City/State/Zip Ft. Lauderdale, FL 33334

Telephone No. 954 772-0884 Fax No. 954 566-7329

Email Address randy@sunclean.com

Bidder Company Name Sunshine Cleaning Systems, Inc.**Qualifications Of Bidders**

To demonstrate qualifications to perform the work, and to be considered for award, each bidder shall submit at least three (3) business customer references. Provide information for business customers for whom you have performed work of this nature which you list as references, excluding the City of Pompano Beach. (Use an attachment if necessary.)

1. Name and address of customer: City of Coconut Creek
4900 West Copans Rd Coconut Creek Fl 33063
 Contact person name, telephone number and email address: John Tetteris,
Public Works Superintendent 954 973-6780 jtetteris@oconutcreek.net
 Description of services provided and date(s) of service: Day and night janitorial cleaning, window
cleaning, carpet care, floor care, and high touch point disinfecting. Also responsible for
park restroom daily cleaning and Hygienic Clean electrostatic disinfecting services. Start date: Dec 2020.

2. Name and address of customer: Ft. Lauderdale Hollywood Int. Airport
200 Terminal Dr. Ft. Lauderdale, FL 33315
 Contact person name, telephone number and email address: Lori Vassello, Director
of Maintenance 954 359-1215 Lvassello@broward.org
 Description of services provided and date(s) of service: 24/7/365 operation with over 400
employees. Provide Janitorial services, window cleaning, pressure cleaning, and
terrazzo maintenance. We are in our 33rd year of service to FLL. 1986 - present

3. Name and address of customer: City of Tamarac
6011 Nob Hill Rd. Tamarac, FL 33321
 Contact person name, telephone number and email address: Troy Gies, Budget and
Contracts Manager 954-597-3718troyg@tamarac.org
 Description of services provided and date(s) of service: Day and night janitorial cleaning,
window cleaning, carpet care, floor care, and high touch point disinfecting.
March 2020- Feb 2023



CITY OF POMPANO BEACH

**Request for Proposals
E-20-21**

**Janitorial Services
June 29, 2021**

Sunshine Cleaning Systems, Inc.
3445 NE 12th Terrace Ft. Lauderdale, FL 33334
954 772-0884

Contact: Randy Kierce Randy@sunclean.com



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Letter of Transmittal

Thank you for accepting our proposal for Janitorial Services for the City of Pompano Beach. Sunshine is proud to be the current cleaning contractor for the City of Pompano Beach and would be privileged to continue that partnership. Our main office/corporate headquarters is located at 3445 NE 12th Terrace in Ft. Lauderdale, Florida. The person authorized to make representations for our firm is Randy Kierce, COO of Sunshine. Randy can be reached at 954 772-0884 or Randy@sunclean.com

In July, Sunshine Cleaning Systems, Inc. will be celebrating its 45th year in the commercial cleaning industry. Having been a Pompano Beach neighbor for four and a half decades, and with direct experience as the current vendor, Sunshine is thoroughly familiar with every single task and responsibility of this bid. We believe we have been performing at a high level and are anxious to continue that work. George Buenaventura, the Facilities Director for the City is familiar with our work and could serve as a reference.

Sunshine was founded in 1976 in Fort Lauderdale and has grown to be one of the largest regional woman owned commercial cleaning companies. In addition to our Ft. Lauderdale HQ, we serve customers through offices in West Palm Beach, Sarasota, St. Petersburg, FL, and Charlotte, North Carolina. Our team of well-trained technicians offer a full range of commercial cleaning services including janitorial, pressure cleaning, carpet cleaning, terrazzo and hard floor maintenance, parking lot sweeping, specialty escalator cleaning, and Hygienic Clean[™] Disinfecting Services.

Sunshine has worked with dozens of cities and municipalities over the years and has gained vast experience in providing first class cleaning services to a variety of public facilities. Sunshine is accustomed to providing services to the exact facility types in this RFP. Our expert commercial cleaning management team and staff have experience cleaning park facilities, government centers, community centers, libraries, rec centers, police and fire department compounds, utilities, beach areas, courthouses, and just about every other type of public facility and space imaginable.

Sunshine will continue to place quality and customer service at the forefront of its efforts. Quality performance is so important to us that we've expended the time and resources to become certified by earning the Cleaning Industry Management – Green Building (CIMS-GB) standard certification with honors. CIMS Applies to management, operations, performance systems, and processes. We use Standards to help us deliver consistent, quality services designed to meet the customer's specifications. With standards everything is measured with the specifications in mind. We are audited every year on these processes by independent firms. The GB designation in CIMS refers to our commitment to helping customers achieve their Green initiatives. More specifically, we help you secure points under the U.S. Green Building Council's LEED program, if applicable. We will partner with you in developing comprehensive green cleaning policies or help further your existing Green platforms.

Since Sunshine submitted its last proposal for this contract in 2019, a lot has occurred. With the pandemic, Sunshine wasted no time in enhancing its operations team to address the issue. Below are some highlights:

- Earned the GBAC (Global Biorisk Advisory Council) STAR Accreditation at Sunshine HQ facility. The GBAC STAR Accreditation program creates practices, protocols, procedures, and systems to control risks associated with infectious agents such as COVID-19. We've made our facility safer and can do the same for yours.





- All Manager are required to take the GBAC Fundamentals training course. This course teaches cleaning professionals to prepare for, respond to and recover from biohazards in the workplace. The focus is on infection and contamination control measures for infectious disease outbreak situations such as the novel coronavirus (SARS-CoV-2).
- We've created multi-level pandemic response plans through our Hygienic Clean program. This program helps facilities establish a comprehensive system of cleaning, disinfection, and infectious disease prevention. It allows us to continue to assist customers in navigating through the crisis.
- Launched Shine and Succeed, an employee career development and engagement initiative that puts our employees first through focused training, mentoring, and targeting involvement in the work they have chosen.
- Upgraded technology to improve employee recruitment, job oversight, and customer satisfaction.



If Sunshine is awarded the contract, a large-scale transition will not be required, nor will a lengthy and costly apprenticeship period with an unfamiliar company occur. We believe this is advantageous to the City and will guarantee no service interruptions. It will also allow staff to devote precious monetary and personnel resources towards goals with greater needs.

Because of its direct experience and keen insight as the current vendor, Sunshine believes it is the most qualified company and the best choice to be awarded this contract. Sunshine is confident in its ability to meet all requirements in this RFP and is fully committed to performing the work as specified. We feel especially prepared to accept the service responsibilities for the City of Pompano.



Fees and Costs

	Location	# Of Days/week	Hours/day	# of cleaners	Projected hours	Monthly Fee
1	City Hall	4 days/week				
	First Floor		4.0	1	95	\$ 1,263.90
	Second Floor		4.0	1	95	\$ 1,263.90
	Thlrd Floor		4.0	1	95	\$ 1,263.90
	Fourth Floor		4.0	1	95	\$ 1,263.90
2	Commission Chambers	4 days / week	2.0	1	45	\$ 667.05
3	Fire Training	4 days / week	1.25	1	35	\$ 416.44
3a	Fire Admin	4 days / week	1	1	8.5	\$ 333.15
13	Fire Logistics	5 days / week	2.0	1	18	\$ 831.27
	Group One Semi-Annual Services					\$ 12,209.94
4	Air Park	4 days / week	1.50	1	32	\$ 499.78
5a	Public Works Admin Bldg A	4 days / week	2	1	44	\$ 666.31
5b	Public works Garage Bldg B	4 days / week	1.0	1	9.5	\$ 333.15
5c	Public Works Office Bldg C	4 days / week	2.0	1	54	\$ 666.31
6	Purchasing Office AM cleaning	4 days / week	1	1	12.5	\$ 333.15
7	Membrane Building AM Cleaning	4 days / week	2	1	54	\$ 666.31
8	High Service Filter Building AM Cleaning	4 days / week	1	1	16	\$ 333.15
9	Maintenance Shop AM cleaning	4 days / week	1	1	11	\$ 333.15
10	Reuse Water Treatment Plant AM Cleaning	4 days / week	1	1	12.5	\$ 250.67
11	Solid Waste Offices (Trailers)	4 days / week	1	1	12.5	\$ 333.15
12	Utilities Field Office AM Cleaning	4 days / week	1.5	1	42.5	\$ 499.80
	Group Two Semi-Annual Services					\$ 7,992.71
			37.25			

Projected wage increases due to minimum wage law.

2022 Monthly Increase due to minimum wage law
Initial Increase \$8.65 per hour to \$10.00 per hour

Facility	Current 2020	Proposed 2021-2022	Variance
City Hall 1st floor	\$1,181.64	\$1,263.90	\$ 82.26 6.96%
City Hall 2nd floor	\$1,181.67	\$1,263.90	\$ 82.23 6.96%
City Hall 3rd floor	\$1,181.67	\$1,263.90	\$ 82.23 6.96%
City Hall 4th Floor	\$1,181.67	\$1,263.90	\$ 82.23 6.96%
Commission Chambers	\$ 623.65	\$ 667.05	\$ 43.40 6.96%
Fire Training	\$ 389.35	\$ 416.44	\$ 27.09 6.96%
Fire Admin	\$ 311.48	\$ 333.15	\$ 21.67 6.96%
Fire Logistics 1641	\$ 777.18	\$ 831.27	\$ 54.09 6.96%
	\$6,828.31	\$7,303.53	\$475.22
Air Park tower (new build out)	\$ 467.26	\$ 499.78	\$ 32.52 6.96%
Public Works Admin	\$ 622.96	\$ 666.31	\$ 43.35 6.96%
Public Works Garage	\$ 311.48	\$ 333.15	\$ 21.67 6.96%
Public Works Office	\$ 622.96	\$ 666.31	\$ 43.35 6.96%
Purchasing Office early AM cleaning	\$ 311.48	\$ 333.15	\$ 21.67 6.96%
Membrane building day cleaning	\$ 622.96	\$ 666.31	\$ 43.35 6.96%
High service Filter Bldg. day cleaning	\$ 311.48	\$ 333.15	\$ 21.67 6.96%
Maint. Shop chemical bldg. day cleaning	\$ 311.48	\$ 333.15	\$ 21.67 6.96%
Reuse water treatment plant Day Cleaning	\$ 234.60	\$ 250.67	\$ 16.07 6.85%
Solid Waste office (trailers)	\$ 311.48	\$ 333.15	\$ 21.67 6.96%
Utilities Field office day Cleaning	\$ 467.29	\$ 499.80	\$ 32.51 6.96%
	\$4,595.43	\$4,914.95	\$319.52



**2022 Monthly Increase due to minimum wage law
\$10.00 per hour to \$11.00 per hour**

Facility	Current	Proposed	Variance	
	2021-2022	2022-2023		
City Hall 1st floor	\$1,251.72	\$1,371.62	\$119.90	9.6%
City Hall 2nd floor	\$1,251.72	\$1,371.62	\$119.90	9.6%
City Hall 3rd floor	\$1,251.72	\$1,371.62	\$119.90	9.6%
City Hall 4th Floor	\$1,251.72	\$1,371.62	\$119.90	9.6%
Commission Chambers	\$ 660.62	\$ 723.90	\$ 63.28	9.6%
Fire Training	\$ 412.43	\$ 451.94	\$ 39.51	9.6%
Fire Admin	\$ 329.94	\$ 361.55	\$ 31.61	9.6%
Fire Logistics 1641	\$ 823.81	\$ 902.89	\$ 79.08	9.6%
	\$7,233.68	\$7,926.77	\$693.09	
Air Park tower (new build out)	\$ 494.96	\$ 542.38	\$ 47.42	9.6%
Public Works Admin	\$ 659.89	\$ 723.10	\$ 63.21	9.6%
Public Works Garage	\$ 329.94	\$ 361.55	\$ 31.61	9.6%
Public Works Office	\$ 659.89	\$ 723.10	\$ 63.21	9.6%
Purchasing Office early AM cleaning	\$ 329.94	\$ 361.55	\$ 31.61	9.6%
Membrane building day cleaning	\$ 659.89	\$ 723.10	\$ 63.21	9.6%
High service Filter Bldg. day cleaning	\$ 329.94	\$ 361.55	\$ 31.61	9.6%
Maint. Shop chemical bldg. day cleaning	\$ 329.94	\$ 361.55	\$ 31.61	9.6%
Reuse water treatment plant Day Cleaning	\$ 248.27	\$ 272.04	\$ 23.77	9.6%
Solid Waste office (trailers)	\$ 329.94	\$ 361.55	\$ 31.61	9.6%
Utilities Field office day Cleaning	\$ 494.99	\$ 542.40	\$ 47.41	9.6%
	\$4,867.59	\$5,333.85	\$466.26	

**2023 Monthly Increase due to minimum wage law
\$11.00 per hour to \$12.00 per hour**

Facility	Current	Proposed	Variance	
	2022-2023	2023-2024		
City Hall 1st floor	\$1,371.13	\$1,456.24	\$ 85.11	6.21%
City Hall 2nd floor	\$1,371.13	\$1,456.24	\$ 85.11	6.21%
City Hall 3rd floor	\$1,371.13	\$1,456.24	\$ 85.11	6.21%
City Hall 4th Floor	\$1,371.13	\$1,456.24	\$ 85.11	6.21%
Commission Chambers	\$ 723.64	\$ 768.56	\$ 44.92	6.21%
Fire Training	\$ 451.77	\$ 479.81	\$ 28.04	6.21%
Fire Admin	\$ 361.42	\$ 383.85	\$ 22.43	6.21%
Fire Logistics 1641	\$ 906.19	\$ 962.46	\$ 56.27	6.21%
	\$7,927.54	\$8,419.62	\$492.08	
Air Park tower (new build out)	\$ 542.18	\$ 575.83	\$ 33.65	6.21%
Public Works Admin	\$ 722.83	\$ 767.70	\$ 44.87	6.21%
Public Works Garage	\$ 361.42	\$ 383.85	\$ 22.43	6.21%
Public Works Office	\$ 722.83	\$ 767.70	\$ 44.87	6.21%
Purchasing Office early AM cleaning	\$ 361.42	\$ 383.85	\$ 22.43	6.21%
Membrane building day cleaning	\$ 722.83	\$ 767.70	\$ 44.87	6.21%
High service Filter Bldg. day cleaning	\$ 361.42	\$ 383.85	\$ 22.43	6.21%
Maint. Shop chemical bldg. day cleaning	\$ 361.42	\$ 383.85	\$ 22.43	6.21%
Reuse water treatment plant Day Cleaning	\$ 271.96	\$ 288.82	\$ 16.86	6.20%
Solid Waste office (trailers)	\$ 361.42	\$ 383.85	\$ 22.43	6.21%
Utilities Field office day Cleaning	\$ 542.21	\$ 575.86	\$ 33.65	6.21%
	\$5,331.94	\$5,662.88	\$330.94	



**2024 Monthly Increase due to minimum wage law
\$12.00 per hour to \$13.00 per hour**

Facility	Current	Proposed	Variance	
	2023-2024	2024-2025		
City Hall 1st floor	\$1,464.15	\$1,540.85	\$ 76.70	5.24%
City Hall 2nd floor	\$1,464.15	\$1,540.85	\$ 76.70	5.24%
City Hall 3rd floor	\$1,464.15	\$1,540.85	\$ 76.70	5.24%
City Hall 4th Floor	\$1,464.15	\$1,540.85	\$ 76.70	5.24%
Commission Chambers	\$ 772.73	\$ 813.21	\$ 40.48	5.24%
Fire Training	\$ 482.42	\$ 507.69	\$ 25.27	5.24%
Fire Admin	\$ 385.94	\$ 406.15	\$ 20.21	5.24%
Fire Logistics 1641	\$ 969.62	\$1,020.32	\$ 50.70	5.23%
	\$8,467.31	\$8,910.77	\$443.46	
Air Park tower (new build out)	\$ 578.96	\$ 609.29	\$ 30.33	5.24%
Public Works Admin	\$ 771.88	\$ 812.31	\$ 40.43	5.24%
Public Works Garage	\$ 385.94	\$ 406.15	\$ 20.21	5.24%
Public Works Office	\$ 771.88	\$ 812.31	\$ 40.43	5.24%
Purchasing Office early AM cleaning	\$ 385.94	\$ 406.15	\$ 20.21	5.24%
Membrane building day cleaning	\$ 771.84	\$ 812.31	\$ 40.47	5.24%
High service Filter Bldg. day cleaning	\$ 384.94	\$ 406.15	\$ 21.21	5.51%
Maint. Shop chemical bldg. day cleaning	\$ 384.94	\$ 406.15	\$ 21.21	5.51%
Reuse water treatment plant Day Cleaning	\$ 290.41	\$ 305.60	\$ 15.19	5.23%
Solid Waste office (trailers)	\$ 384.94	\$ 406.15	\$ 21.21	5.51%
Utilities Field office day Cleaning	\$ 578.99	\$ 609.32	\$ 30.33	5.24%
	\$5,690.66	\$5,991.91	\$301.25	

**2025 Monthly Increase due to minimum wage law
\$13.00 per hour to \$14.00 per hour**

Facility	Current	Proposed	Variance	
	2024-2025	2025-2026		
City Hall 1st floor	\$1,565.03	\$1,629.23	\$ 64.20	4.10%
City Hall 2nd floor	\$1,565.03	\$1,629.23	\$ 64.20	4.10%
City Hall 3rd floor	\$1,565.03	\$1,629.23	\$ 64.20	4.10%
City Hall 4th Floor	\$1,565.03	\$1,629.23	\$ 64.20	4.10%
Commission Chambers	\$ 825.97	\$ 859.86	\$ 33.89	4.10%
Fire Training	\$ 515.66	\$ 536.81	\$ 21.15	4.10%
Fire Admin	\$ 412.53	\$ 429.45	\$ 16.92	4.10%
Fire Logistics 1641	\$1,018.54	\$1,060.30	\$ 41.76	4.10%
	\$9,403.35	\$9,403.35	\$370.53	
Air Park tower (new build out)	\$ 618.85	\$644.24	\$ 25.39	4.10%
Public Works Admin	\$ 825.06	\$858.90	\$ 33.84	4.10%
Public Works Garage	\$ 412.53	\$429.45	\$ 16.92	4.10%
Public Works Office	\$ 825.06	\$858.90	\$ 33.84	4.10%
Purchasing Office early AM cleaning	\$ 412.53	\$429.45	\$ 16.92	4.10%
Membrane building day cleaning	\$ 825.06	\$858.90	\$ 33.84	4.10%
High service Filter Bldg. day cleaning	\$ 412.53	\$429.45	\$ 16.92	4.10%
Maint. Shop chemical bldg. day cleaning	\$ 412.53	\$429.45	\$ 16.92	4.10%
Reuse water treatment plant Day Cleaning	\$ 310.42	\$323.13	\$ 12.71	4.09%
Solid Waste office (trailers)	\$ 412.53	\$429.45	\$ 16.92	4.10%
Utilities Field office day Cleaning	\$ 618.88	\$644.27	\$ 25.39	4.10%
	\$6,085.98	\$6,335.61	\$249.63	



Schedule

Proposed Approach

Sunshine intends to comply with and meet the anticipated deliverables as detailed in this solicitation by completely understanding the contract, specifications and continuously striving to make incremental improvements in its performance standards. High quality standards and customer satisfaction will always be guiding principles that will be achieved through strong management and well-trained and experienced personnel. Our aim is to take full responsibility for this contract so your team can concentrate on other important matters.

Because Sunshine is the current vendor for this contract, the approach will be different than if a full transition and learning period were required. That doesn't mean complacency on the part of Team Sunshine. On the contrary, our operations team and management staff will continually work to perfect its performance by reevaluating the specifications and all facilities under this procurement. We are fully aware of the tenuous nature of the reopening of facilities at this stage of the pandemic. As previously mentioned, Sunshine has increased its knowledge and understanding of cleaning and disinfecting in the environment in which we are currently living. We continue to work with customers to make each building clean and healthy. Our objective is to manage our cleaning responsibilities to the highest level and instill confidence in the occupants and visitors to each facility that their safety is our number one concern.

Our team will continue to monitor and inspect the work we do for the City. We believe inspections and documentation will become even more critical as we move forward. Our approach will also include periodic retuning of our approach to gain efficiencies and greater production resulting in greater customer satisfaction. Increased training to all levels of the organization will also occur to improve service delivery. We still believe that our focus on the training and development of our front-line workers is critical to the success of this project.

Management Plan

Sunshine's management plan adheres to the specifications and the high-quality standards required on a daily basis. Providing service that is prompt and courteous with a customer centric fashion is always part of our management plan and quality control platform. As described in our Quality Control section, we will rely a great deal on eHub technology to help employ and monitor the scope of services. The Project Manager will always be aware of the work being performed via detailed work schedules and our eHub technology.

Our PM will also physically move around each facility to monitor work performance and standards. We strongly believe in Management by Walking Around (MBWA). This process will be relied upon to make sure the scope of services is being carried out and that all service requirements are being reported.

Inspections will continue to play a big role in our management of this contract. Responsibility for daily inspection/surveillance of workmanship will rest with our Area Managers and Project Manager. Our Quality Assurance Manager and Quality Assurance Inspector will continue to make regularly scheduled inspections to ensure the level of quality remains consistent with our client's expectations.

Transition

While retaining Sunshine would obviate the need for an extensive transition, a new contract would not simply result in another day at the office for us. We will immediately proceed to administer many elements of our standard transition in a very structured manner. This would include:



-
- renewed commitment to the City of Pompano and its staff
 - renewed commitment to Sunshine Team Members through Shine and Succeed
 - refresher training in all aspects of our service
 - updating of equipment
 - continually refining customer service initiatives

There are always improvements to be made in an operation of this complexity and an account this important to our team. The most important aspects are our obligation to the work, setting high standards, and reassuring all stakeholders at the City of our dedication to your service needs and goals. We will continue to field a well-trained staff and work to enhance our team's experience through engagement.



Key Personnel

Derek Auckland Florida Operations Manager

Work Experience

Florida Operations Manager

Sunshine Cleaning Systems, Fort Lauderdale, FL 2020 to present

- Responsible for all operations throughout the state of Florida

Regional Sales & Quality Control

Sunshine Cleaning Systems, Fort Lauderdale, FL 2016 to present

- Responsible for sales in the Florida market
- Oversees customer relations for region
- Responsible for onsite quality control programs

Operations Manager

Sunshine Cleaning Systems, Fort Lauderdale, FL 2010 to 2016

- Manage all janitorial contracts in Broward and North Palm Beach Counties.
- Oversee 75 employees.
- Manage and schedule our internal floor crew. (carpet cleaning, terrazzo polishing, refinishing VCT)
- Complete weekly inspections in janitorial accounts to assure customer satisfaction
- Manage the budget of hours for each account.

Customer Service Representative

Hillsboro Club, Hillsboro Beach, FL 2008 to 2010

Assistant Job Superintendent

T.H. Properties, Harleysville, PA 2001 to 2004

- Managed and directed each phase of the homebuilding process.
- Assured that all vendors met deadlines and township inspections.
- Worked closely to our sales agents.
- Knowledgeable of each step of the building process.
- Coordinated walkthroughs during each stage of the construction process.

Education

Lancaster College, Lancaster, PA

- GBAC Fundamentals, SARS-CoV-2/Covid 19
- Spartan Clean Check
 - Pandemic Disinfection
 - Post Pandemic Disinfection and Clean Up
- Computer Aided Design (CAD) certified, Gerber Technology, New York, New York



JOSEPH V. BROMLEY
Area Manager Broward County

Work Experience:

Sunshine Cleaning Systems, Inc. Ft. Lauderdale, FL

Area Manager

2019- Present

- Oversees operations including area managers and supervision of all government facilities
- Responsible for all compliance of contracts
- Responsible for eHub time keeping systems within all accounts
- Develops, implements and monitors programs that support Sunshine's mission and vision
- Oversees training initiatives of all management and supervision on all shifts

Sodexo

2014 – 2018

Director of Environmental Services, Transportation, and SRC at the University of Miami Hospital.

- Provided overall direction and manages performance for all 230 employees, ensuring employee development, engagement and compliance with human resource related policies and standards.
- Developed, implemented and monitored programs that support the hospital's mission and vision and assured compliance with all applicable codes and standards.
- Interacted with Client Management and maintained effective client and customer relations
- Ensured compliance with appropriate infection prevention, safety, OSHA, Joint Commission and regulatory standards
- Developed operational component forecasts and analyzed variances
- Ensured compliance with all contract obligations.

Memorial Healthcare System

1992 - 2014

Director of Environmental Services, Memorial Hospital West

2013 - 2014

- Provided administration and leadership for a staff of 132 employees
- Developed, implemented and monitored all programs that support the hospital's mission and vision and assure compliance with all applicable codes and standards

Director of Environmental Services for 680 bed acute care facility

2000 – 2013

- Provided administration and leadership for a staff of 174 people and budget of over \$5 million
- Responsible for twenty-two remote care units
- Responsible for J.C.A.H.O inspection score of 97%

Petty Officer U.S. Navy

1981 – 1991

EDUCATION

- Memorial University
- Executive Housekeeping Course (330-hour program)
- Leadership Training in Preventive Maintenance for Environmental Services, November 1995.
- Current Issues in Healthcare Environmental Services from The National Executive Housekeeper Association, April 1995

PROFESSIONAL AFFILIATIONS

- Florida Society for Healthcare Environmental Services (FSHES) Board Member
- American Hospital Association
- Member National Executive Housekeeping Association (N.E.H.A.) Gold C



Bruce Walker, RBSM
Area Manager

Work Experience

Sunshine Cleaning Systems, Inc. Ft. Lauderdale, FL

Area Manager

2015- Present

Oversees all south Florida accounts for the company. Responsible for the performance of regional management and supervisory staff. Accountable for budgets, staffing, equipment and supply inventory, start-ups and transitions, customer relations, and quality control.

Project Manager- Ft. Lauderdale Hollywood Int. Airport

2000-2015

- Directed all management supervision and a staff of over 300 custodians at Ft. Lauderdale Hollywood International airport for major multi-year maintenance operation.
- Accountable for all contracted custodial functions including janitorial, window cleaning, pressure cleaning, diamond grinding & polishing of terrazzo floor, high reach work and specialty services.
- Planned and ensured work is completed properly, on time and safely per the contract specifications and meets established quality standards for high profile account.
- Responsible for creating and maintaining budget for \$12 million contract.
- Responsible for allocation of labor, supplies and equipment for over 1.5 million sq. ft. of space.
- Purchased all chemicals, supplies and capital equipment: monitors supply inventory.
- Oversaw hiring, disciplinary action, performance reviews and termination.
- Administered personnel policies, training, safety, inspections, quality control programs, work scheduling and employee relations initiatives.
- Interfaced in a customer service capacity with Broward County Aviation Department administrators, airline representatives, high level government officials and the traveling public.
- Has track record of successful negotiations regarding labor union contracts.

Manufacturer's Representative

Standard Sanitary Supply Ft. Lauderdale, FL

1981- 2000

Responsible for sales to major accounts representing a variety of brands of chemicals and equipment selling primarily to janitorial service companies. Promoted to direct and streamline logistical operations and oversee the customer service division.

Education

Fairmont State University, West Virginia

- GBAC Fundamentals, SARS-CoV-2/Covid 19
- Spartan Clean Check
 - Pandemic Disinfection
 - Post Pandemic Disinfection and Clean Up
- Registered Building Service Manager (RBSM) since 2003



Corporate Management Team

Various members of Sunshine's corporate level staff will be active in the operations and team performance of this account. Our proposed Project Manager will have the full support of our corporate team throughout the term of the contract.

Project Manager

Our management plan has the Project Manager reporting to the Area Manager, who reports directly to the Chief Operating Officer. During the early stages of the project communication between the Project Manager and various heads of departments at corporate will take place frequently.

Corporate Leadership

Laura Coenen, President and CEO, brings over 30 years of industry leadership and management to Sunshine with a focus on streamlining procedures and processes using technology. She's been President and CEO of Sunshine, a 100% Woman Owned Business, since 2016. Prior to Sunshine she was Senior VP of Operations for TEAM Software, an ERP Software leader in the janitorial and security market. The technology expertise and leadership she acquired at TEAM Software has been instrumental in helping Sunshine integrate software and technology to improve quality inspections, biometric clocks, communication of deficiencies and action items to Sunshine accounts. Her leadership and guidance have allowed Sunshine to increase revenue, cut expenses and become a more profitable organization driving results through strategic goals and teamwork.



Randy Kierce, Chief Operating Officer, Randy has over 25 years of industry experience and works closely with all of Sunshine's divisions and service accounts. As head of operations, Randy has extensive experience in contract building maintenance with hands on experience in all phases of janitorial, window cleaning, carpet care, floor care, and pressure cleaning services. Randy plays an instrumental role in the development and ongoing maintenance of our training, safety program, and quality control initiatives, along with job-starts and project management.



Dave Dyrek, EVP Sales and Marketing, oversees sales and marketing programs for the company. He develops formal bid qualifying proposals and submittal materials for purchasing committees and delivers shortlist presentations. Dave develops sales strategies, customer retention initiatives, generates marketing materials, directs employee engagement and development programs, and assists in establishing corporate policies and objectives. Throughout his career, Dave has been involved in team initiatives and operational enhancements to foster growth for the company.





Rishi Bajnath, Sunshine's Controller, assists with monthly invoicing for Sunshine's airports, regional accounts in the Carolinas division, and other corporate accounts. Rishi prepares monthly utilization reports, monitors and submits subcontractor payroll checks, manages accounting records, produces reports, and ensures all liability certificates are current.



Krissy Mulder, Human Resources Director, brings nearly two decades of Human Resources experience to Sunshine, focusing on strategic planning and national employment law expertise. Krissy's progressive technical resources, prolific communications, and robust development programs have led to a significant cost reduction in many areas of operations. She is particularly familiar with employee benefits administration, worker's compensation management, policy and procedure development, progressing company culture, and mediating disputes. Krissy also serves as the Compliance and Safety Officer increasing training, development, and facilitation.



Mike Woodson, Dir. Sales & Quality Control, has been responsible for solidifying Sunshine's Quality Control measures and has made a great impact in working with project managers and supervisors in bolstering QC efforts companywide and in utilizing Sunshine's eHub quality monitoring software package. Mike has over sixteen years of janitorial management, operations, and quality control experience.





Shine and Succeed



Sunshine Cleaning Systems, Inc. has been in the commercial cleaning business since 1976. Since then, we have hired and managed thousands of team members. That experience has led to the development of our unique and proven Shine & Succeed program, an integrated training and career growth effort that touches each team member from day one. Our goal is to ensure that each person we hire feels like a special member of the Sunshine family. All staff members will participate in Shine & Succeed.

Our investment in staff through *Shine & Succeed* results in their higher commitment to you as our valued customer. The benefits to you are many and include:

- Higher quality service
- More qualified, loyal and conscientious employees
- Lower turnover
- Safer environments

More than a dozen different programs are part of *Shine & Succeed* and center on such core areas as:

- Hiring practices
- Staff development and training
- Management
- Staff recognition
- Career growth



THE DETAILED ELEMENTS OF *SHINE & SUCCEED* ARE:

Recruitment and Hiring

Sunshine begins with identifying the staffing needs of the contract, including the job requirements and specific desires of the client. Our corporate human resources (HR) team then develops a precise recruitment plan along with the local managers who will be responsible for the contract. They discuss job descriptions, skills, experience required, and local labor market and trends.

Our proven recruitment steps are:

1. Post open leadership positions internally
2. Secure listings on job search engines
3. Host job fairs, as necessary

Ideal candidates are:

- Most qualified cleaning staff in the local market
- The best fit for the Sunshine family culture
- Superior attitudes, professionalism, and a solid work ethic
- A genuine desire to grow and develop and are most likely to remain with Sunshine for the long-term.



Screening and Selection Process

HR and the facility site managers work together to identify the top candidates by pre-screening each candidate, conducting phone interviews, and then scheduling in-person interviews to confidently select quality candidates. We are crystal clear with each candidate regarding our high standards and expectations.



Pre-Employment Screenings

Once an eligible candidate has been identified and the job offer has been extended, we will then begin the background screening process, which consists of the following:

- Drug Screening
- Criminal Background
- E-verify
- Reference Check



Onboarding and Orientation

- HR and the on-site management team walk the new employee through the new hire procedure and set the training schedule.
- New hire's date to report to work is communicated.
- Specific job functions are clearly explained.
- Baseline for evaluation is established.
- All job descriptions are written specifically based on the RFP to ensure no task is left undone.

Sunshine complies with all federal and state requirements:

- Equal Employment (EEOC) standards
- Fair Credit Reporting Act (FCRA)
- Immigration Reform and Control Act of 1986 (IRCA)

Training and Development

Our four and a half decades of experience clearly demonstrates the benefits of high-quality employee training and career development. Here are just a few of the steps we take in this area:

- Outline a syllabus at the start of a job to train new team members early and often so proper work habits can be established.
- Make a significant investment in the proper training of each employee
- Provide refresher training in order to build on good habits
- Incorporate safety into each training session

Note: See Training and Customer Service Section for further details.



VALUES

Trusworthy
Respectful
Teamwork
Innovative
Safety

Well-trained employees feel more appreciated, are happier and do better work – a central tenet at Sunshine for the benefit of our customers.



Mentoring and Engagement

Our *Shine & Succeed* Mentoring Program accelerates the employee development process. New hires receive a series of focused training sessions before they start work, a proven process for ensuring their overall future success. Our goal is to make sure each employee is both well-trained and comfortable in their position and environment. Confidence and trust in Sunshine and the management team at that facility are also critical.

The program pairs a manager, supervisor, or experienced employee, with a new hire to:

- Continue training and development of new employees.
- Further orient new employees to their surroundings, tasks and tools.
- Bridge relationships with customers and co-workers.
- Develop both mentees and mentors in such skills as:
 - Leadership
 - Interpersonal Relationships
 - Communications
 - Work Responsibility
- Provide training on other aspects of their position, such as using the eHub employee dashboard and other technology and understanding our comprehensive benefits package,
- Ensure Sunshine's values, such as customer service, respect and teamwork, are being demonstrated on the job
- Build loyalty and team morale
- Reduce turnover
- Evaluate progress and recommend immediate improvement strategies, as needed



In addition to development benefits the mentee enjoys, our experience shows that new mentors who participate in the program often demonstrate newfound leadership skills, paving their way to advancement and greater responsibilities within the company.

Engagement

At the core of our *Shine & Succeed* program is engagement, which starts with recognition and appreciation. Sunshine's success depends on our most valued asset – our employees; therefore, we believe showing appreciation for their hard work strengthens their loyalty and customer satisfaction.

Examples of our recognition programs include:

- Regular distribution of gift cards and certificates for excellence and high achievement.
- Pizza parties for crew members handling demanding jobs, unexpected customer requests or emergency work
- Employee Security Awareness Program (ESAP)
- Moose Award – awarded to individuals exhibiting the characteristics of dedication, customer service and pride, on which our company was founded.





Team Building Activities Include:

- Training managers to show respect and compassion for employees and to communicate effectively. We also provide on-going guidance regarding how to develop, praise and guide team members, celebrating both large and small wins along the way.
- Pot-luck meals, raffles, impromptu parties, birthdays and celebrations of other personal milestones
- Supporting local charities through team participation
- Celebrating the wins of team members
- Raising money for employees in need



Managers play the most crucial role in the engagement process and in enhancing the employee experience. We train managers to respect and show compassion for employees and to communicate effectively. We seize every opportunity to recognize our 24/7/365 team.

Path to Success

All of the components of Shine & Succeed connect to create a high level of trust, loyalty and pride between the company and our team members.

We know that cultivating mutual respect creates a stronger team because we've been using these strategies for decades. Together, with all of our employees at Sunshine, we are a united force striving every day to deliver excellent services to our customers.

Pride in our work is a characteristic we all share at Sunshine Cleaning Systems.





Employee Selection, Training and Retention Programs

Below are elements of our approach to hiring, training and development. This section includes training, employee enhancement programs, specialized programs, and our transition plan.

Approach to Hiring, Training & Development

Sunshine understands the profound value of training and places emphasis on active learning initiatives. Complete participation is part of our culture and key to increasing the skill level and knowledge base of all team members. Training is time consuming and comes at a cost, but the benefits are crystal clear:

- Improves employee performance, pride, and motivation
- Increases employee satisfaction and morale
- Identifies and improves weaknesses
- Sets a high standard operating procedure
- Increases quality, productivity, and consistency
- Improves safety record
- Substantially reduces costs
- Higher employee retention rates

"Tell me and I forget, teach
me and I may remember,
involve me and I learn."
— Benjamin Franklin

Training Delivery

Sunshine has a variety of custodial and safety training media: bound manuals, CDs, flip cards, posters, etc. Some programs are instructor led and classroom based, some delivered by equipment and supply vendors onsite. The most effective approach, however, is the hands-on sessions. After telling and showing the proper technique, the student must perform, practice, and review the activity until it is mastered. Critical reviews are a constant until the required performance levels are achieved.

Classes are led by our in-house trainers, management staff, vendors, and safety coordinators. Recurring training of core skills and primary tasks take place on calendar and is delivered at customer facilities throughout the year. Advanced classes are typically web-based training programs, seminars, and various industry conference learning opportunities.

Depending on the job, topics may include:

Cleaning for Health	Bloodborne Pathogens
Pandemic/Post Pandemic Cleaning	Ergonomics
Personal Protective Equipment (PPE)	Chemical Safety SDS
OSHA Hazard Communication	Planning for Emergencies
Driving/Vehicle Safety	Equipment and tools maintenance
Safety Communications	Environmental/GREEN
Carpet & Floor Care	Quality Control/Inspections
Restroom Cleaning	Personal Safety
Incident/Accident Reporting	Specialty Services Training
Operational/Equipment Safety Training	Customer Service
General Safety Inspection Programs	Project Work



Sunshine provides both their managerial and production personnel with training programs recognized and certified by the Building Service Contractors Association International, (BSCAI), the International Sanitary Supply Association (ISSA), and industry suppliers and manufacturers. These programs are specifically designed to meet the needs of our industry and keep our personnel educated and informed on all aspects of the contract cleaning business. In addition, Sunshine continuously trains and certifies staff in specific disciplines. These include certifications in carpet and hard floor care, terrazzo and granite restoration, restroom cleaning, safety, traffic control, lift and ladder work, and others.

New Hire Orientation Training

Onboarding and Orientation training are critical phases in the life of a cleaning service employee. After carefully selecting the best candidates, providing them with the proper introduction to their jobs and facility must be done in a clear, personal, and comprehensive manner. Sunshine's orientation procedures are designed to increase the likelihood of successful employment. After the Onboarding is completed the Orientation basics include:

- Complete facility tour
- Introduction to the work site and co-workers
- Detailed review of all responsibilities
- Site specific rules and regulations
- Equipment, tools, and basic task training
- Initial safety training



Sunshine's Mentoring Program through Shine and Succeed coincides with the Orientation phase. Each employee is assigned a mentor to assist with each step in the progression. The mentor will work closely with the new hire during the first few weeks of employment reinforcing proper work habits, improving efficiencies and techniques, and supporting as needed. We have found that strict focus on the fundamentals creates a lasting impression. Good habits are formed, reliability and self-sufficiency builds. Once the foundational work is successful the mentor will reduce contact time and will follow up with refresher training and continued mentoring on a periodic basis. All training is recorded in a training logbook and copies are kept onsite.

In-service & On The job Training

Once the employee is comfortable in his/her duties we utilize cross-training as a means of broadening the employee's range of performance. This keeps the job interesting while allowing Sunshine to secure a workforce that is trained and experienced in most, if not all phases of the service requirements. These sessions apply to advancing education, especially when equipment and supplies are updated or modified. This is especially true for technological advances, which can occur frequently.



Safety and accident prevention training is also an integral part of recurring training. As safety is our number one requirement for a job well done, it natural lends itself to a more consistent and efficient



faithfulness to the scope of service. We must, therefore, ensure a safe workplace for our customers, employees, and facility patrons.

One of Sunshine's core training initiatives is the Spartan CleanCheck Training System, a web-based learning series that provides instruction on a wide range of cleaning applications, and comes with array of topics on proper cleaning techniques and protocols delivered in the following ways:

- Web- or DVD-based video tutorials
- Web- or paper-based testing
- Training manuals
- On-the-job cards
- Compliance documentation and tracking
- Employee recognition certificates



Users are provided with a training manual that allows them to follow along as they watch, as well as procedure cards for use in the field. Programs also incorporate a formal review and test to check for understanding. Initial training of new employees and the retraining of current employees is an important aspect of Sunshine's commitment to provide Quality Service to each of its clients.

Management & Supervisor Education

The following is a basic outline of available in-house training programs for management and supervisory personnel:

- Account Management
- Client Relations
- Managing People
- Communications in Management
- Train the Trainer
- Staffing and Scheduling
- Conflict Resolution
- Mentoring and Motivation
- Personnel Policies, Evaluation and Professional Development



This is just the core of training available to all supervisory and management personnel. A complete program covers safety, OSHA training, equal employment opportunity laws, discrimination and sexual harassment laws, and program development. Supervisors also receive intense training before starting any new assignment, so they have a complete command of hiring and discipline, payroll issues, customer service, inspection procedures, quality control, and new hire orientation. The goal is for each manager and supervisor to be prepared to lead and manage the account before the start date. We want you to have confidence that providing a first-rate staff is our priority.



Safety Training and Awareness

Having skillful employees is only part of the equation. Each job must be performed safely and in a safe environment. At Sunshine, safety is our number one priority.

Our safety measures are not only geared for our team; they are designed for the health and safety of those around us: our customer, facility occupants and visitors. Sunshine's workplace safety program was created and developed in compliance with all OSHA standards, and in cooperation of industry leaders. All safety regulations are strictly monitored by our safety director, reviewed monthly by our in-house safety committee. All new hires receive safety training as part of their orientation, as well as refresher/in-service safety training on a periodic basis.



At Sunshine we practice the Five Golden Rules of Safety:

1. Accidents and Injuries are preventable.
2. Each of us has a personal responsibility for safety and the safety of others on and off the job.
3. No business objective is so important that it will be pursued at the sacrifice of safety.
4. Safe conduct of operations is a condition of employment at Sunshine Cleaning Systems.
5. A job is well done only if it is done safely.



Safety is so important that it is part of our Corporate Values Statement. It is part of our DNA because we fully understand all the benefits related to running an operation with a safety-first attitude. According to OSHA, employers pay nearly \$1 billion per week for worker's compensation alone. In addition to worker's comp costs, there are medical expenses, legal fees, accident investigation, hiring and training replacement employees, lost productivity, damage to property or equipment and other associated costs. Injuries on the job negatively affect employee morale and lead to absenteeism that could have been avoided.

Creating a safe environment increases productivity and diminishes claims.

The work we do can be physically demanding and hazardous at times, so our goal is to minimize the probability of accidents. As part of our goal to support a happy and health workforce, we hold periodic safety meetings and distribute a safety manual to prevent unsafe working conditions, whenever and wherever possible.



Our safety program is administered by our in-house safety committee, which works closely with our risk management representatives. Sunshine will assign a risk control specialist, whenever necessary, to inspect conditions at existing work sites, review work techniques, and setup safety training programs specific to our industry. This proactive approach to safety in the workplace has allowed Sunshine to closely monitor and control its general liability and worker's compensation losses. Specific safety courses are as follows:



Safety Training Topics

- Required PPE personal protective equipment and where and when it is to be used
- General hazards and hazards specific to the job assigned
- Safety rules
- Hazard communication program, including right-to-know policy
- Injury prevention program
- Workers' compensation and accident reporting
- Safety incentive programs
- Substance abuse policy
- Pandemic/virus outbreaks
- Specific job hazards
- Accident and injury prevention
- Use of personal protective equipment
- Use of warning signs (e.g., wet floor)
- Safe lifting procedures and other ergonomic practices
- Accident handling procedures, emergency telephone numbers, and whom to notify
- Location and use of first-aid kits
- Emergency procedures
- Evacuation procedures, including location of exits
- Fire prevention, including location and use of fire extinguishers and fire alarms
- Medical services and first aid
- Use of hand tools
- Use of power tools and equipment
- Respiratory protection
- Hazard communication, including location and review of applicable MSDSs
- Bloodborne pathogens
- Fall prevention
- Workplace violence
- Fleet safety
- Equipment lockout and tagging procedures



Customer Service & Hospitality Training

Experience has taught us the value of providing excellent customer service. This is especially true at public facilities where the cleaning staff is highly visible. Our focus on providing top-notch customer service, we believe, is the reason for Sunshine's high customer retention rate.



Currently, we offer services to dozens of public facilities, and at this very moment it is likely that someone on one of our facility staffs is interacting with a member of the public, a facility employee, or direct customer. All these groups, as users of the facility, are customers of Sunshine. That's why great service must begin with the front-line staff. Every new hire goes through a thorough orientation that features specific customer service training. We also require in-service training throughout the year that encompasses several components of customer service.

While our team diligently performs their cleaning duties, visitors and patrons of the facility invariably seek out our staff for some sort of information or assistance. That is why one of our first training modules in orientation, familiarizes our staff with the most common questions. "Where is the nearest restroom?" "Where can I find ...?" "Can you tell me how to get to ...?" In this job we need to know the facility and supply accurate information or know where to find the information.

We will make sure that positions having greater interaction with the public are staffed with personnel well versed in customer service principals and have the proper communication skills. We teach our staff how to listen, understand body language, to know when to engage, to anticipate a customer need, and to take responsibility for a situation. We make our expectations with our employees clear on this topic. They are to be properly dressed in a clean and pressed uniform, be neatly groomed, smile, and be courteous. Most of all, they must continue to carry out Team Sunshine's mission and demonstrate its core values at all times.

"Your mission statement may be on the wall, but your core values are displayed in the actions and attitudes of your employees."

The same courtesy and respect that is paid to the visitors of the facility will be paid to your employees, other vendors, security personnel, and anybody else on the property. Our goal is to enhance our customers' experience in any way we can, while still fulfilling our core mission and commitment to you, our customer. These days, life can be stressful. If we can help smooth the journey, we've done our job.

Much of our customer service training curriculum comes from a program we began over fifteen years ago called, Project SMILE. Project SMILE was originally developed for an airport account to improve communication, language skills, and teach sound customer service principles. We recognized that some of our employees lacked a certain proficiency when interacting with customers, so we used the training time to improve communication and methods of engaging with customers in a pleasing manner.

Much of our adherence to customer service policies, procedures and standards would come in the form of initial training that is positively reinforced. Like any successful learning experience repetition underpins the desired behavior. Starting employees on the correct path is our first goal. Measuring would be in the form of feedback and observation. In other facilities we serve customers use text and email for feedback.



This helps in gauging our performance and addressing deficiencies. Supervisors play a strong role in the process of training and monitoring. When we see a break in adherence or receive a report of substandard customer service being administered by one of our employees, corrective action takes place. The same strict guidelines that apply to a cleaning task apply here.

Customer service is not separate from the job description, it is a mandatory part of it. Sunshine has a reputation for making a positive contribution to the experience of facility staff and visitors in other accounts. We want to continue to enhance that experience for everyone we encounter at your facility. A smile, a kind word or providing information is a simple act. The effect can guarantee a brighter day.

Cleaning for Health

Sunshine understands that utilizing best cleaning practices is the only way to minimize and control the spread of contagious viruses. Studies have shown that proper cleaning can reduce exposure by 80 to 90 percent. Recognizing these principles is essential as the safety of our customers and employees could not be more important.



Sunshine has put into place a training program designed to address these issues. The program begins by outlining how viruses and bacteria materialize in and around a facility. It details hotspots and high touch areas that need greater attention and emphasizes detailed cleaning procedures required to contain the spread of infection. Whether it's an airport, school, office complex, health facility, or government facility, our entire team understands the protocol.

While frequent disinfecting has been standard in healthcare settings, it has now become a priority in nearly all the facilities we serve. In addition to adopting more stringent procedures, Sunshine has increased its reliance on treating facilities with hospital grade cleaners and disinfectants. More and more requests are being made for our EnviroGuard Electrostatic Disinfecting Services. EnviroGuard uses an electronic spray treatment system that disinfects, sanitizes, and deodorizes various surfaces and is 99.999% effective against a variety of bacteria and viruses. Our hospital grade disinfectant is registered with the EPA and safe for users and building occupant.

The proper cleaning process for effectiveness is two-fold: thoroughly clean surfaces to remove visible grime and soil, then disinfect the same surfaces. The first cleaning will allow the disinfectant application to work properly, taking full advantage of the dwell time required for maximum effect. The training in this series also includes lessons in employee/occupant safety, adjusting frequencies, and techniques to avoid cross-contamination.



Hygienic CLEAN

In response to Covid-19 we have launched Sunshine HYGIENIC CLEAN for immediate Covid-19 prevention and confirmed exposure cleaning. Our specialists are highly trained in Pandemic Disinfecting. We help facilities re-open and maintain clean, safe and healthy facilities and provide operating guidance. In the



past, Sunshine has assisted its customers in mitigating viruses such as H1N1, SARS, and other contagions. The service and commitment required during a virus outbreak has shifted to a much higher standard. Currently, our team is working hard to address the covid-19 pandemic as we continue to adapt to new protocols.

HYGIENIC CLEAN applies the following three levels of service:

- Preventing Outbreaks
- Recovery from Known Infections
- Facility and Business Re-opening

Cleaning to prevent outbreaks is the new normal now required at all facilities, buildings, and businesses. Protecting your employees and guests is a priority. In prevention mode, one of our qualified specialists performs a site assessment collaboratively with the customer. This consultation is critical. It allows us to understand the customer needs and provides an opportunity for us to educate the customer on what is required to fully solve the problem.



If there has been a confirmed contamination we begin with another consultation with our experts. It is imperative that we are completely familiar with all the details on the contamination. We need to know Who? What? Where? When? How? After the contaminated area is closed and a recommended waiting period, we begin with a full forensic disinfecting wipe down. We then proceed with two applications of our Enviroguard electrostatic disinfecting sprayer. We also work with the customer on drafting a post contamination prevention plan, which includes scheduled cleaning using the elements of our preventive service. Our goal is for the facility manager and potential visitors to feel confident that the building is safe and Healthy.

Education and Training Education

While we have utilized the components of Sunshine HYGIENIC CLEAN to some degree in the past, we now have refined our goals more precisely. We have increased our knowledge base and updated our skills with virus specific educational courses. Many of our managers and supervisors have been trained through the Global Biorisk Advisory Council (GBAC), a division of the ISSA. The GBAC training includes preventative measures, response, infection control, and contamination control, emphasizing the novel coronavirus (SARS-CoV-2). Sunshine's headquarters is also a GBAC STAR Accredited facility so we know what it takes to keep a building safe.



The valuable information that we acquire is communicated with our team and customers. We must continue to educate our customers and team members. The flow of information required to properly address the issue is moving fast, and so are we. Keeping all stakeholders apprised of developments and the steps we are taking is a key to building trust and gaining the confidence that the facilities we serve are safe and healthy for employees and guests.



Security Training

Sunshine developed its award-winning Employee Security Awareness Program (ESAP) in response to heightened security threats in the facilities we serve. The idea was simple: provide additional training to Sunshine employees to be more aware of their surroundings, and reward those who exemplify this awareness.

Since much of our work is in highly secured facilities, we felt the need prepare our staff to be the “extra eyes and ears” of onsite security. We don’t encourage our team to chase anybody down (though that has happened), we just want our staff to recognize when things are amiss: luggage or a package left behind, un-badged personnel in a secure area, a display of behavior out of context. We were early adopters of, “If you see something, say something”, and advance the matter to the proper authorities.



A recent recipient of the ESAP award was Patricia Young. She was attending to her duties in the ladies’ room at the Charlotte Douglass Airport and noticed a loaded handgun in the waste receptacle. She immediately knew what to do. She moved the receptacle into a secured closet, contacted her crew leader, who then notified the Charlotte police to handle the matter. We thank Patricia for her contribution.

Other ESAP award recipients have included incidents involving the return of large sums of cash, reporting of theft, other weapon recoveries, challenging unauthorized personnel in a secured area and even the apprehension of a felon. The last item refers to an individual climbing an airport perimeter fence and running toward gated aircraft one late evening. A nearby Sunshine team member, who was pressure cleaning at the time, went in full pursuit and subdued the suspect as he was attempting to board a plane. Though we never anticipated, nor would ever encourage an employee to go to such extremes, the employee not only earned an ESAP award, but was officially recognized by airport and county staff.



Although much of our training mirrors that of airport SIDA training, we believe periodic in-service training in this area empowers our employees to feel more comfortable in being proactive. In addition, we use the model at non-airport accounts that have security concerns and our customers have greatly appreciated this extra sense of security. The program has been such a success that our ESAP initiative was awarded top prize as the “Most Innovative Idea” in our industry. Such awards are icing on the cake, just knowing that Sunshine can offer customers greater value along with our services is rewarding in itself.





Record Keeping for Training

Below is a sample training syllabus that would be administered on a weekly basis throughout the year. A custom schedule would be created for the specifications directly relating to this account. Record keeping is completed by using a training logbook located onsite that lists topics, dates, participants, and training instructors. Documentation used to present the material is also kept in the logbook or training library for future reference and is available to all personnel and customers.

Sample Training Calendar

Annual Training Calendar

	Topic	Date	Topic
Week 1	Orientation	Week 27	Bloodborne Pathogens
Week 2	Customer Service	Week 28	Removing Trash / Ergonomics
Week 3	Personal Safety	Week 29	Customer Service
Week 4	Carpet Care	Week 30	How to Inspect
Week 5	Restroom Care	Week 31	Equipment Safety
Week 6	Customer Service	Week 32	eHub Technology
Week 7	Infection Control	Week 33	Injury Reporting
Week 8	Project Equipment	Week 34	Key Security
Week 9	Hard Floor Care	Week 35	Disaster/Emergency
Week 10	Vacuuming	Week 36	Closet Standards
Week 11	Disaster/Emergency	Week 37	Periodic Cleaning
Week 12	Periodic Cleaning	Week 38	Mentor's Choice
Week 13	Mopping Floors	Week 39	Hard Floor Care
Week 14	Injury Reporting	Week 40	Infection Control
Week 15	Closet Standards	Week 41	Restroom Care
Week 16	How to Inspect	Week 42	Policing
Week 17	Mentor's Choice	Week 43	Safety Topic
Week 18	Stainless Cleaning	Week 44	Injury Reporting
Week 19	Bloodborne Pathogens	Week 45	Bloodborne Pathogens
Week 20	Equipment Safety	Week 46	Customer Service
Week 21	Policing	Week 47	Carpet Care
Week 22	Restroom Care	Week 48	Closet Standards
Week 23	Infection Control	Week 49	Mentor's Choice
Week 24	Vacuuming	Week 50	Safety Topic
Week 25	Carpet Care	Week 51	eHub Technology
Week 26	Chemical Safety	Week 52	Stainless Cleaning



Quality Control

Quality Control at Sunshine

We take a multi-pronged approach to comply with the specifications, improve quality, and stay ahead of potential service issues. Our process consists of quantifiable and measurable monitoring procedures and a system that includes:

- frequent field audits,
- a method for identifying missed service items and deficiencies,
- corrective action procedures, and
- a process for closing the loop on reported items.

We achieve outstanding quality by:

- sourcing the proper and most advanced equipment and cleaning products for the job.
- employing highly skilled and experienced leaders.
- providing superior training programs, and
- including excellent H.R. and administrative support.



1 Quality Systems
2 Service Delivery
3 Human Resources
4 Health, Safety & Environment
5 Management Commitment
6 Green Buildings & Service

Our goal is simple: TO MEET AND EXCEED YOUR STANDARDS FOR QUALITY.

Green Excellence

Sunshine was an ISO 9000 certified company for eight years. Beginning in 2014, we earned the Cleaning Industry Management Systems – Green Building (CIMS-GB) certification with Honors. Both of these excellent Quality Systems organizations have helped shape our business and refined corporate operating and service delivery systems.

Setting a Baseline

For every facility, parameters and a baseline of expectations must be established. Our operations team along with managers, supervisors, and start-up team members, examine the specifications, and review individual tasks, locations, and frequencies to document all areas under our responsibility. This forms the baseline for creating each inspection and implementing the work plan.



Inspection Program



Inspections begin with the front-line staff. We start by hiring the best, providing comprehensive training and engaging them in our positive, supportive company culture.

Each of our team members understands the mandatory cleaning levels and expectations of their job at your facility. Their precise role will be clarified in depth during orientation training. Our team members understand how their jobs impacts the entire operation and just how important they are to the entire organization.

Our multi-level inspection programs include regular walks throughout the facility, modeled after the proven "Manage by Walking Around (MBWA)" philosophy. In general, most quality inspections are performed daily. When a deficiency is discovered, corrective action procedures take priority. In all cases, an immediate response is desirable however, there are times when the correction needs to take place on a later shift. Our goal is zero defects. Quality Control managers are actively involved in these important projects, making sure operations are running smoothly and to the customer's standards. We rely on the latest technology to keep operations on track.

Technology - eHub Workforce Management

Our management process and communications are orchestrated through our eHub mobile/desktop application. This technology allows field managers and supervisors to use any mobile device in real time to easily track work orders, perform inspections, address deficiencies, and respond to action items 24/7/365.

Dates, times, locations, and those "owning" the incident are documented for your review. eHub can capture photos and provide custom monitoring and reporting. The password-protected customer interface allows you to submit and monitor action items, perform inspections, view deficiencies and track our team's progress as it is happening.

With eHub, Sunshine uses a variety of reporting systems to compare actual performance vs. various benchmarks and Key Performance Indicators. Standards and customized inspection reports are stored in a user-friendly format to simplify the process. Most inspections are conducted daily. Each inspection report for this contract will be designed for the area being serviced and based on the specifications.

Activities, events, messages, and reporting are reviewed regularly by supervision, project managers, quality control and area managers, as well as Sunshine's COO and CEO.

Since every Sunshine employee is an eHub user, we are all connected.



eHub Overview



Workforce Management

Gives Sunshine's field-based managers access to the tools needed to do their jobs. eHub seamlessly connects the field to the back office, so we always have access to the latest information. We manage budgets, schedules, and timekeeping; create and complete work tickets; and send messages and requests. Plus, we can fill open shifts, capture billable work, and complete and sign off on inspections all through our secure web or mobile app.



Employee Self-Service

The self-service portal boosts employee engagement and productivity while reducing paper and lost information. eHub gives our employees the tools they need, when—and where—they need them. Our team can view pay stubs, schedules, benefits, job information; messages and tax information, accept open shift offers; and clock in and out on-site, all with the employee self-service features in eHub.



Customer Self-Service

eHub's customer self-service portal connects Sunshine with its customers, reducing response time and improving accountability. Customers can access invoices, work schedules, messages, rosters, and time and attendance information on their own. eHub lets you easily request additional work or coverage, complete inspections, and review results.



eHub Mobile

on the go solution from TEAM

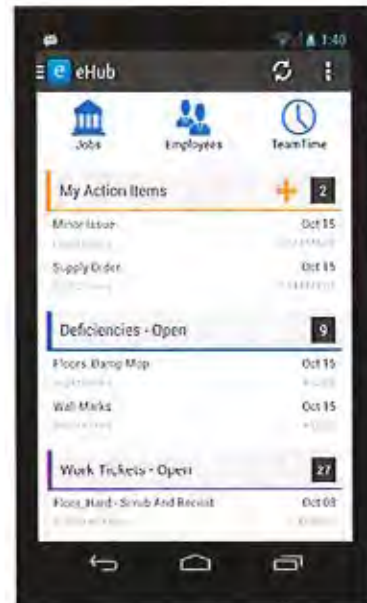


PROJECT MANAGER FEATURES

- Create, modify & complete work tickets
- View job location & map it
- Perform inspections or surveys on site & add photos & notes
- View inspection/survey results & manage deficiencies
- Clock in to or out of jobs
- Verify employee location using geo-location tracking
- Submit & monitor Action Items, customer requests or supply orders
- Call, text or email directly from the application
- View employee pay stubs & hours/rate info
- Review, modify or approve timekeeping records
- Monitor employee departures & arrivals in real-time

EMPLOYEE FEATURES

- View timekeeping records
- View paycheck information
- View hourly benefits
- Clock in to or out of jobs
- Access job location information
- Perform inspections & surveys
- View job information, messages, documents, links & events
- Submit Action Items like customer requests or supply orders



CUSTOMER FEATURES

- Submit & monitor Action Items like complaints or invoice disputes
- Perform job inspections or surveys
- View results & deficiencies
- View work tickets
- View dashboard
- Monitor employee departures & arrivals in real-time



Sample QC Reports

QA Deficiency Review

From Date: 03/22/2019 To Date: 03/22/2019 Job Number: 128705 Open Status Only

Checkpoint ID	Status	Performed On	Job	Job Description	Template Type	Score	Area	Item	Notes	Assigned Work Tickets	Employee #	Employee Name
3714	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Jantry 2	Ceiling	Yarn		4762	Oliver, Cynthia
3715	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Restroom - Men's	Urinals	Slip mark under and around urinals		4762	Punelita, Teresa
3716	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Restroom - Men's	Ships	Wipe floor under urinals		4762	Punelita, Teresa
3717	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Restroom - Men's	Facets	Wax build back floor and fixtures		4762	Punelita, Teresa
3718	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Restroom - Men's	Urinals	Dispenser on underside of urinal		4762	Punelita, Teresa
3719	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Restroom - Men's	Facets	Put urinals around bases		4762	Punelita, Teresa
3720	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Restroom - Men's	Dispensers_Shock	Wipe urinals dispenser in lobby restrooms		4762	Punelita, Teresa
3721	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Yarn	Yarn left over to wipe above 510 counter top		4762	Punelita, Teresa
3722	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Wax	Wax on urinals of 510, 500 and 510 and 510 and 510		4762	Punelita, Teresa
3723	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Capac	Capac in lobby of 510 and 510		4762	Punelita, Teresa
3724	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Wax	Wax on urinals in lobby 510		4762	Punelita, Teresa
3725	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa
3726	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa
3727	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa
3728	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa
3729	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa
3730	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa
3731	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa
3732	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa
3733	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa
3734	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa
3735	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa
3736	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa
3737	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa
3738	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa
3739	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa
3740	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa
3741	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa
3742	Open	03/22/2019	128705	FTL Report Group 1	Inspection	Fail (3)	Training	Floors - Tiles	Check tiles in lobby 510		4762	Punelita, Teresa

QA Deficiency Review

From Date: 03/02/2021 To Date: 03/02/2021 Job Number: 128705 Open Status Only

Checkpoint ID	Status	Performed On	Job	Job Description	Template Type	Score	Area	Item	Notes	Assigned Work Tickets	Employee #	Employee Name
4524	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Lobby	Floors, Baseboard	dust along edges			
4524	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Lobby	Window Ledges	dust along bottom			
4524	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Restroom - Men's	Commodos	some toilets need			
4524	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Restroom - Men's	Dispensers_Shock	soap dispenser n			
4524	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Restroom - Men's	Dusting_High	tops of partitions			
4524	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Restroom - Men's	Partitions	dust accumulation			
4524	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Restroom - Men's	Urinals	wipe back on bot			
4524	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Interior Stairwells	Stairwells	dust in corners of			
4524	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Hallways	Floor	dust along edge			
4524	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Hallways	Floor_Dust And D	dust bunnies			
4524	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Hallways	Floors_Edging An	behind doors			
4525	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Restroom - Men's	Urinals	some urine backs			
4525	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Restroom - Men's	Floors_Edging An	dirt build up in cor			
4525	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Interior Stairwells	Stairwells	carpet spots and			
4526	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Lobby	Window Ledges	dust on bottom le			
4526	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Hallways	Floor	dust along edges			
4526	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Hallways	Floor_Dust And D	dust along edges			
4526	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Hallways	Floor, Baseboard	dust build up			
4526	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Hallways	Floors_Edging An	dust behind doors			
4527	Closed	01/06/2021	128705	Broward College - Centr	Inspection	Fail (1)	Restroom - Men's	Urinals	need attention			



Sunshine Cleaning Systems, Inc.



Building Inspection
Inspection

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ID: 3878
 Job: 161046 Childrens Services Council of Palm Beach
 Site: 1st floor
 Employee:
 Performed By: Michael Woodson (94455)
 Date/Time Performed: 08/27/20 9:06AM

	Actual	Q.O.	Possible
Points	271	234	275
Percentage	99%	85%	100%
14% Above Target		Deficiencies 1	

Area	Result	Actual	Q.O.	Notes	Actual:	QO:
Common Area - Lobby					100%	85%
Door_Framework	Pass (5)	100%	85%			
Door_Glass	Pass (5)	100%	85%			
Door_Surface	Pass (5)	100%	85%			
Floors_Baseboards	Pass (5)	100%	85%			
Floors_Edging And Corners	Pass (5)	100%	85%			
Floors_Finish Condition	Pass (5)	100%	85%			
Blinds	N/A (0)		85%			
Window Ledges	Pass (5)	100%	85%			
Walls	N/A (0)		85%			
Carpet_Baseboards	N/A (0)		85%			
Carpet_Corners And Edges	N/A (0)		85%			
Carpet_Detail Vacuum	N/A (0)		85%			
Picture Frames	N/A (0)		85%			
Dusting_Detail	Pass (5)	100%	85%			
Chairs	Pass (5)	100%	85%			
Tables	Pass (5)	100%	85%			
Trash Receptacles	Pass (5)	100%	85%			
Elevators	Pass (5)	100%	95%			
Common Area - Break Room					93%	85%
Vending	Pass (5)	100%	85%			
Counters	Pass (5)	100%	85%			
Cabinets And Doors	Pass (5)	100%	85%			
Sinks	Pass (5)	100%	85%			
Faucets	Pass (5)	100%	85%			
Walls	Pass (5)	100%	85%			
Floors_Baseboards	Pass (5)	100%	85%			
Floors_Damp Mop	Pass (5)	100%	85%			
Floors_Edging And Corners	Fail (1)	20%	85%	rust and dirt built up		
Floors_Finish Condition	Pass (5)	100%	85%			
Trash Receptacles	Pass (5)	100%	85%			
Office Area - Private Offices					-%	85%
Walls	N/A (0)		85%			
Carpet_Baseboards	N/A (0)		85%			
Carpet_Corners And Edges	N/A (0)		85%			
Carpet_Detail Vacuum	N/A (0)		85%			



Goal vs. Actual Performance Measures

Group areas by SOW

Area	Status	Date
Shower curtains	Closed	Feb 26
Carpet_Corners And Edges	Open	Feb 26
Door_Framework	Open	Feb 26
Commodes	Open	Feb 26
Door_Framework	Open	Feb 26
Sinks	Open	Feb 26
Urinals	Open	Feb 26
Door_Surface	Open	Feb 26
Dusting_Detail	Open	Feb 26
Door_Surface	Open	Feb 26
Dusting_High	Open	Feb 26
Stairwells	Open	Feb 25
Dusting_High	Open	Feb 18
Vents diffusers speakers	Open	Feb 18

Send photos of problem areas

9:08 Deficiency Broward College - Central Campus #123705

Dusting_Detail: All surfaces are free of dust. Fail (1)

Michelle Jones - 2/20/2020 10:09:02 AM - Dusted and clean Closed

Audland, Derek Alan #90489 February 18, 2020

Dust the wall above the doors from the stairwell entering the 3rd floor

Building 17

Common Area

Lobby

Share action items

9:09 Action Item January 17, 2020 11:40 AM

Michelle Jones #5661

DESCRIPTION: Blide, 17 3rd floor handicapped stall has broken missing electrical plate behind toilet, needs reported right away

Broward College - Central Campus

Major Issue

Done

DESCRIPTION: "reported to maintenance"

Submitted - Done

"I sent it to Larry? Joseph Bromley"



Findd Biometric and Facial Recognition Time Tracking

We use a biometric facial recognition time recording systems for all of our accounts. This technology has enabled each employee to be responsible for their own clock ins and outs, allowing for seamless transmission of timekeeping data for payroll processing accuracy. In seeking better and more efficient methods of managing our accounts, we are in the process of upgrading our time tracking system with facial recognition technology. This technology has proven to be more accurate, convenient, and easier to use with any tablet, laptop, or smartphone, no proprietary hardware needed. It is a far more advanced technology than finger or hand punch readers and eliminates false punches, mistaken identity, or ghost employees.



Knowing Who, Where and When about employees at all times, frees up management to concentrate on getting the work completed for the customer.

Kwantek Applicant Tracking System

Another quality measure that is often overlooked is in recruiting efficiencies. Sunshine has adopted technologies to achieve proficiencies in hiring and onboarding. These tools maximize the work our HR team devotes to this aspect of our business which assists tremendously in delivering first-rate service to our customers.

Sunshine understands the inherent challenges in hiring excellent employees in the cleaning industry where turnover rates can be high. Kwantek, our applicant tracking system, provides tools to generate more applicants, screens for a better fit, and manages the compliance aspects of onboarding. We've automated key processes that allows our HR team to help find and hire the right cleaners efficiently to reduce cost, risk and errors. This affords our HR experts more time to devote to employee engagement and development programs such as Shine and Succeed.



Kwantek allows our team to take what is typically a challenging and lengthy process and simplifies it. We can post jobs to popular job boards automatically, direct applicants to simple bilingual and mobile applications on our own dedicated web portal and do it all with less paper and fewer manual processes. We engage applicants with automated communications tools, schedule interviews, follow up seamlessly, and easily integrate comprehensive background checks. Having more time to dedicate to improving training delivery and team building provides a great advantage for Sunshine and its customers.



Employee Pre- Shift Questionnaire

Due to Covid-19 we have the ability to administer questions to all employees as they arrive to the worksite via an app from one of our technology partners. As long as there is a threat of infection this precaution will continue for the safety of our staff, our customers, building occupants and visitors.





Other Quality Assurance Metrics

A Secret Shopper program is another value tool we use to understand and improve performance. Here's how it works to help us garner both positive and negative feedback:

- A corporate or regional manager, unknown to the local staff members, visits the facility unannounced.
- This person observes the general workflow of the operation and is informed of any recurring issues to note.
- Because our employees are trained to conduct themselves as if the world is watching, we usually discover employees doing exactly what they were trained to do. In the case of deficiencies, the issues are immediately addressed.

We also closely monitor our customer's social media posts, which is often an early revelation by a disgruntled guest of a deficiency. By monitoring Facebook, Twitter, Instagram, and other platforms we are generally able to address the item before it becomes a larger issue.

Of course, any email or text from facility visitors and customers that alert our team to pertinent issues are immediately investigated. These can also come in the form of messages sent via other facility technology interfaces that we may be using such as Restroom Alert and Traf-Sys, for example. Optionally, we can conduct customer surveys, often a source of constructive evaluation of our work.

Below is a more in-depth look at the intricacies of the Quality Control Plan proposed for your facility.

Quality Control Plan

A formal Quality Control Plan (QCP) will be designed for your facility. It will describe all aspects of our proposed standards, assurance processes, procedures and practices, and address several aspects of quality control, including:

- caliber of personnel
- line responsibility
- procedures, inspection, equipment and organization
- capability to perform
- amount of work to be inspected and frequency of inspections
- trend analysis
- process for acceptance, rejection, documentation and resolution of deficiencies
- corrective action to identify substandard performance
- interface with our client's inspectors



Our QCP process addresses the essential items in sufficient detail to indicate that we have a thorough understanding and reasonable approach to properly managing the work. Sunshine proposes the following as it relates to our QCP:

- it will become a compliance document upon contract award
- it will remain in effect for the life of the contract
- it will be changed or updated as needed



Highlights of the QCP are:

Responsibility for Surveillance of Work.

- Area Supervisor and Project Manager are responsible for daily inspections.
- Quality Assurance Manager and Quality Assurance Inspector make regularly scheduled inspections to ensure the level of quality remains consistent with our client's expectations.
- Corporate staff performs random periodic on-site inspections.



Trend Analysis

Trend analysis identifies substandard work by relying on inspection results and systematic data gathering. The primary tool is visual inspections of in-progress and completed work with inspection results measured against objective performance standards. The results are then analyzed to identify trends in performance. The appropriate corrective actions are determined by inspection results and trends identified. Results could be increased inspections, reviewing and improving processes, or substituting personnel.

Corrective Action to Identify Substandard Performance

The keys to the success of this method are identifying and establishing objectives and quantifiable standards upon which performance can be measured. The diversity and quantity of inspections conducted are important and can include:

- formalized checklists
- in-progress inspections
- input from those involved in performing the work

The number of inspections is important because it helps ensure that through over-sampling, performance standards are maintained, and trends can be rapidly identified and corrected. To ensure proper effectiveness of inspections, Sunshine will develop a **Master Inspection Schedule**. This Schedule will provide details and summarize areas to be inspected on a monthly basis, type of inspection to be performed, and frequency of inspection. The schedule also identifies who performs the inspection.

Other processes of our quality measures are found in our overall operations and management plan, such as:

- staffing plan,
- training programs,
- equipment maintenance plan, and
- employee QC roles

Corrective Action

The key elements of Sunshine's corrective action procedure involve:

- Immediately correcting the problem to meet performance standards
- Instituting systematic corrective action to prevent recurrence



Sunshine utilizes inspections and associated surveillance techniques to identify potential problems before they amount to a deficiency. Area Supervisors and Quality Assurance Staff conduct inspections and involve all facility employees into the inspection cycle. This approach drastically reduces the likelihood of a problem going undetected for any period and virtually ensures service output does not fall below established performance standards.

Once a deficiency is identified, our Quality Control Program triggers a procedure for corrective action. This procedure focuses on three steps:

1. Immediate corrective action,
2. Root-Cause Analysis, and
3. Process Control and Performance Improvement.

Coupled with our aggressive inspection system, the three steps are designed to eliminate reliance on the customer identifying the deficiency.

Immediate Corrective Action

This short-term solution focuses on correcting the deficiency as soon as possible after identification and reestablishing quality levels at or above acceptable performance standards. After correction, the work is immediately re-inspected for adherence to applicable standards.

Root-Cause Analysis

Directly after re-inspection has occurred, our Supervisor performs a Root-Cause Analysis. This analysis simply means that the defect is analyzed to identify the underlying, procedural or systematic cause of the problem. To fully ensure identification, our Supervisor employs a routine, systematic approach to problem resolution, working to eliminate non-contributing factors. We methodically narrow down possibilities so that the contributing cause can be identified.

Process Control and Performance Improvement

Once the root-cause of the problem has been identified, focus is then shifted to developing long-term process control and performance improvement measures that concentrate on preventing reoccurrence, thus continually improve services. The benefit of these measures is that they optimize the process and procedure by eliminating any weak links. Sunshine's approach to effecting suitable preventive and corrective actions relies on developing a customized case-by-case response to the problem. This could entail revising our approach and/or retraining. Once the final method is implemented, the deficient work is incorporated into our inspection system to verify complete elimination of the problem and confirm that service output is at or above acceptable standards.

Quality Management System

As mentioned at the beginning of this section, Sunshine takes the quality of its work seriously. That is why we have taken the time and expense of being certified and earning the Cleaning Industry Management – Green Building (CIMS-GB) standard certification with honors. The GB designation in CIMS refers to our commitment to helping customers achieve their Green initiatives.



CIMS Applies to management, operations, performance systems and processes. We use Standards to help us deliver consistent, quality services designed to meet the customer's specifications. Of the hundreds of



thousands of commercial cleaning companies worldwide there are only a few hundred companies CIMS certified. With standards everything is measured with the specifications in mind. We are regularly audited on these processes by independent firms.

Sunshine's Quality Management System (QMS) standards necessitate establishing and meeting its customers' as well as its own requirements for the project at hand. Sunshine does not just clean; it cleans to meet a specification or a certain standard of "clean".



Having undergone a comprehensive assessment of its management structure and green cleaning operations by an independent accredited CIMS-GB assessor

Sunshine Cleaning Systems, Inc.

is hereby CERTIFIED WITH HONORS to
the ISSA Cleaning Industry Management Standard
Green Building Criteria

and has successfully demonstrated a commitment to the delivery of environmentally preferable services designed to meet customer needs and expectations.

This Certification is valid October 15, 2020 through October 15, 2022.



A handwritten signature in black ink, appearing to read "John Barrett".

John Barrett, Executive Director
ISSA



Emergency Response

Being coastal residents, we at Sunshine, are aware of the problems and possible damages associated with our weather. Severe thunderstorms, tornados, hail, tropical storm induced flooding and hurricanes are part of life. In addition, a broken pipe or backup in a sewer system can be damaging to any facility. Sunshine can play an integral role in the preparation, damage control and clean-up phases of these threatening events. Sunshine self performs these disaster services.

Leading up to predicted weather related incidents in the region, our staff will coordinate with you to provide services that prepare your facility for the storm and to help control damage. Once the storm has passed, we will provide emergency cleaning services to return your facilities back to a normal operational state as quickly as possible. We've been tested many times under these circumstances and know that the key is to have a solid plan and a well-trained team.

With stock warehouses, our management team can quickly assemble personnel and equipment, have it staged on-site to prepare for clean-up operations. A rapid response reduces down time and damage caused by standing water. Sunshine possesses large portable, and truck mounted extracting equipment, drying fans, generators, trucks, and other heavy equipment to assist recovery. We have deployed this service numerous times and understand the urgency required.

Pandemic Response

Sunshine's response to a pandemic is outlined in our **Hygienic CLEAN** program in our training section. We employ specialist that are highly trained in prevention and in responding to confirmed exposure situations. We have been helping a variety of facilities disinfect including schools, airports, businesses, and government facilities. Over the years we have assisted customers with other viruses such as H1N1, SARS, and others. The most important aspect of responding to a pandemic is gathering information. We will work with your team to assess the circumstances and create a response that is specific and comprehensive.

Continuity of Services and Recovery

We have always viewed our services as essential and we want to continue that performance even in the midst of an emergency. There are many threats to be aware of. Our Continuity Operations Plan incorporates procedures, resources for our team, and processes to effectively work through those threats.

Threats include:

Accidents	Chemical spills
Power failures	Pandemics
Terrorist activities	Earthquakes
Workplace violence	Tornadoes
Vandalism	Hurricanes
Infrastructure incidents	Floods
	Fires

Prior to an emergency, Sunshine procures equipment, supplies, communications, and other emergency related resources for each region of its operations. We ready an emergency team to support accounts so as not to deplete the current onsite staffing. We realize that we have a commitment to our customers and an important role to play, especially in during emergencies. Emergency supplies and equipment include:



Satellite phones	Fuel reserves
Satellite radios	Shutter boards
Fans and carpet dryers	PPE
Truck mounted extraction units	Foul weather gear
Floor squeegees	Additional uniforms
Buckets and mops	Flash/flood lights
Response vehicles	Air compressors
Water and food supplies	Batteries
Generators	Chainsaws
Water pumps	

At the beginning of hurricane season, for example, equipment and supplies are assessed and checked so that they are in top working order. A requisition order is completed, and items are repaired or purchased as needed ahead of the season. Debit cards are issued to local managers for emergency supplies and refresher training occurs.

We stay in close contact with customers during emergency events. We communicate our approach with as much forewarning as possible. Our plans dictate who, what, where, when, and how. We institute a calling tree plan and a contingency plan if communications are shut down. We will assist your response team in any way possible.

Safeguard Sunshine Team Members

One of the most important aspects of our continuity plan is to first make sure our staff has their own family and property safe and secured. In the case of a predicted storm, for example, we allow managers on the emergency team enough time off to secure their homes and prepare for their family's wellbeing. We also provision food, water, and fuel at our branch offices for use by our team. For our customers to have our full attention during an emergency our team must the peace of mind that everyone at home is safe. It is not uncommon for us to have emergency assignments at customer facilities that require our assistance for 24 hours and longer.



References

The reference form has been uploaded to the eBid System per instructions.

Sunshine Cleaning Systems, Inc. is the current vendor for the City of Pompano Beach.



Local Business

Completed Local Business program forms have been uploaded to the eBid System per instructions.

Sunshine is seeking Tier 2 Local Vendor status. The Tier 1/Tier 2 Compliance Form has been uploaded to the eBid System per instructions.



Litigation

Sunshine has pending and prior litigation. Having been in business for over forty-five years and working primarily in large public facilities it is difficult to completely avoid any type of litigation. We are in control the number of cases and view these incidents as the cost of doing business for companies of our size in this industry. All of the cases are manageable and have not and will not affect the performance of our services to the City. Litigation cases have been uploaded to the eBid System.



City Forms

All forms have been uploaded to the eBid System as instructed per instructions.



Sunshine Litigation History

1. Case Parties: Carmen I Morales v. Sunshine Cleaning Systems Inc. Case Number: CACE-19-003568
Venue: 17th Judicial Circuit Court in and for Broward County, Florida
Description of Claim, action or litigation: Torts/Negligence, Premises Liability
Disposition: Pending
2. Case Parties: Carolyn Gaten v. Sunshine Cleaning Systems Inc. Case Number: CACE-18-026889
Venue: 17th Judicial Circuit Court in and for Broward County, Florida
Description of Claim, action or litigation: Torts/Negligence, Premises Liability
Disposition: Pending
3. Case Parties: Mary Bouery v. Sunshine Cleaning Systems Inc. Case Number: CACE-18-015814
Venue: 17th Judicial Circuit Court in and for Broward County, Florida
Description of Claim, action or litigation: Torts/Negligence, Premises Liability
Disposition: Pending
4. Case Parties: Shellie Edwards v. Broward County, et al. Case Number: CACE-18-027374
Venue: 17th Judicial Circuit Court in and for Broward County, Florida
Description of Claim, action or litigation: Torts/Negligence, Premises Liability
Disposition: Pending
5. Case Parties: Mirlyn Toussaint v. Sunshine Cleaning Systems, Inc. Case Number: CACE-21-007988
Venue: 17th Judicial Circuit Court in and for Broward County, Florida
Description of Claim, action or litigation: Premises Liability Commercial
Disposition: Pending
6. Case Parties: Daisy Barroso v. Sunshine Cleaning System, Inc. Case Number: CACE-21-005759
Venue: 17th Judicial Circuit Court in and for Broward County, Florida
Description of Claim, action or litigation: Premises Liability Commercial
Disposition: Pending
7. Case Parties: Raymond Cothias v. Sunshine Cleaning Systems, Inc. Case Number: CACE-21-002273
Venue: 17th Judicial Circuit Court in and for Broward County, Florida
Description of Claim, action or litigation: Discrimination Employment
Disposition: Pending
8. Case Parties: Savanna Averiette v. Sunshine Cleaning Systems, Inc. Case Number: CACE-20-021718
Venue: 17th Judicial Circuit Court in and for Broward County, Florida
Description of Claim, action or litigation: Premises Liability Commercial
Disposition: Pending
9. Case Parties: Sandra Thompson v. Sunshine Cleaning Systems, Inc. Case Number: CACE-20-019794
Venue: 17th Judicial Circuit Court in and for Broward County, Florida
Description of Claim, action or litigation: Premises Liability Commercial
Disposition: Pending



10. Case Parties: Alma Cruz v. Sunshine Cleaning Systems, Inc. Case Number: CACE-20-018911
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Premises Liability Commercial
 Disposition: Pending
11. Case Parties: Rolin Duverny v. Sunshine Cleaning Systems, Inc. Case Number: CACE-20-015618
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Other
 Disposition: Disposed
12. Case Parties: Emma Sellers v. Sunshine Cleaning Systems, Inc., et al. Case Number: CACE-20-014555
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Premises Liability Commercial
 Disposition: Pending
13. Case Parties: Dawn Sarwan v. Sunshine Cleaning Systems, Inc. Case Number: CACE-20-013947
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Premises Liability Commercial
 Disposition: Pending
14. Case Parties: Quawiy Ali v. Sunshine Cleaning Systems, Inc., et al. Case Number: CACE-20-013301
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Premises Liability Commercial
 Disposition: Pending
15. Case Parties: Bibi Khan v. Sunshine Cleaning Systems, Inc., et al. Case Number: CACE-20-010630
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Premises Liability Commercial
 Disposition: Pending
16. Case Parties: Norma Toulme v. Sunshine Cleaning Systems, Inc. Case Number: CACE-20-010498
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Premises Liability Commercial
 Disposition: Disposed
17. Case Parties: Susan Moskowitz v. Sunshine Cleaning Systems, Inc. Case Number: CACE-20-006777
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Premises Liability Commercial
 Disposition: Pending
18. Case Parties: Kamel Kasdi v. Sunshine Cleaning Systems, Inc. Case Number: COSO-20-001943
 Venue: 17th Judicial County Court in and for Broward County, Florida
 Description of Claim, action or litigation: Damages >\$15,000 - \$30,000
 Disposition: Pending
19. Case Parties: Trisha Nunes v. Sunshine Cleaning Systems, Inc. Case Number: CACE-20-001697



- Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Torts/Negligence
 Disposition: Disposed
20. Case Parties: Richard Romain v. Sunshine Cleaning Systems, Inc. Case Number: CACE-19-022962
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Premises Liability Commercial
 Disposition: Pending
21. Case Parties: Ian Francis v. Sunshine Cleaning Systems, Inc. Case Number: CACE-19-016006
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Premises Liability Commercial
 Disposition: Disposed
22. Case Parties: Sunshine v. Florida Department of Revenue Case Number: CACE-19-007986
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Other
 Disposition: Disposed
23. Case Parties: Zoya Bennett-Williams v. Sunshine Case Number: CACE-19-005269
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Premises Liability Commercial
 Disposition: Disposed
24. Case Parties: Randi Boyer v. Sunshine Cleaning Systems, Inc., et al. Case Number: CACE-19-004967
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Premises Liability Commercial
 Disposition: Pending
25. Case Parties: Sunshine v. Florida Department of Revenue Case Number: CACE-18-016864
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Other
 Disposition: Disposed
26. Case Parties: Andres Martinez v. Sunshine Cleaning Systems, Inc. Case Number: CACE-18-007641
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Torts/Negligence, Premises Liability
 Disposition: Pending
27. Case Parties: Anna Perroncello v. Sunshine Cleaning Systems Inc. Case Number: CACE-17-018635
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Torts/Negligence, Premises Liability
 Disposition: Pending
28. Case Parties: Beida Casanova v. Sunshine Cleaning Systems Inc. Case Number: CACE-17-018038
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Torts/Negligence, Premises Liability



Disposition: Dismissed with prejudice

29. Case Parties: Beatriz Correa v. Sunshine Cleaning Systems Inc. Case Number: CACE-17-015506
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Torts/Negligence, Premises Liability
 Disposition: Dismissed with prejudice
30. Case Parties: Blanca Paz v. Sunshine Cleaning Systems Inc. Case Number: CACE-17-019028
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Torts/Negligence, Premises Liability
 Disposition: Pending
31. Case Parties: Boldizar, Lina v. Palm Beach County Depart of Airports Case Number: 2017-CA-005055
 Venue: 15th Judicial Circuit Court in and for Palm Beach County, Florida
 Description of Claim, action or litigation: Torts/Negligence, Premises Liability
 Disposition: Dismissed with prejudice
32. Case Parties: Dora Rebecca Gaither v. Broward County, et al. Case Number: CACE-18-001896
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Torts/Negligence, Premises Liability
 Disposition: Pending
33. Case Parties: Geraldine Hotchkiss, et al. v. Sunshine Case Number: CACE-17-022092
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Torts/Negligence, Premises Liability
 Disposition: Pending
34. Case Parties: Johnson, Kelly Marie v. Sunshine Case Number: 2018-CA-000729-0
 Venue: 9th Judicial Circuit Court in and for Orange County, Florida
 Description of Claim, action or litigation: Torts/Negligence, Motor Vehicle
 Disposition: Dismissed with Prejudice
35. Case Parties: Marilyn Eldridge v. Broward County, et al. Case Number: CACE-17-004530
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Torts/Negligence, Premises Liability
 Disposition: Dismissed with Prejudice
36. Case Parties: Maria Alvarado v. Broward County, et al. Case Number: CACE-16-001226
 Venue: 17th Judicial Circuit Court in and for Broward County, Florida
 Description of Claim, action or litigation: Premises Liability/Commercial
 Disposition: Pending

LOCAL BUSINESS EXHIBIT "A"
 CITY OF POMPANO BEACH, FLORIDA
 LOCAL BUSINESS PARTICIPATION FORM

Solicitation Number & Title: E-20-21 Janitorial Services

Prime Contractor's Name: Sunshine Cleaning Systems

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount or %
Home Depot	Paul Logiudice 954-234-0452	Equipment, Chemicals and misc supplies	10%
Enterprise Fleet Leasing	Ashley Reed 954-354-5418	Sunshine Leases all their fleet vehicles from Enterprise Leasing	15%
		Actual Fleet leasing amount exceed contract value, Sunshine	
		is applying only the value of the vehicles utilized in the execution	
		of this contract.	

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # E-20-21 Janitorial Services

I, Randy Kierce COO
(Name and Title)

of Sunshine Cleaning Systems, certify that on the 28th day of
June, 2021, I invited the following LOCAL BUSINESSES to bid work
items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
Janitorial Five Star	Labor, equipment and supplies	Unit Price
1961 NE 25th Ave		
Pompano Beach Fl 33062		

Sunshine Cleaning Systems is the current provider for the City of Pompano Beach Janitorial Services

Sunshine qualifies as a Tier 2 Local Business, located in Broward County, and has contacted Janitorial Five star Services

in an effort to maintain the current relationship, Janitorial Five Star has declined our invitation to participate as a Tier 1 local vendor.

Said Local Businesses:

- Did not bid in response to the invitation
- Submitted a bid which was not the low responsible bid
- xx Other: Tier 1 local vendor declined

Name and Title: Randy Kierce COO

Date: June 28th, 2021

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D" – Page 2

TIER 1/TIER 2 COMPLIANCE FORM

IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

TIER 1 LOCAL VENDOR

My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

My firm does not qualify as a Tier 2 Vendor.

I certify that the above information is true to the best of my knowledge.

6/8/2021

(Date)

Sunshine Cleaning Systems, Inc.

(Name of Firm)

BY: Randy Kierce, COO

(Name)

