

SECOND AMENDMENT

THIS IS A SECOND AMENDMENT to the Service Agreement No. 2133 dated _____, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as “CITY”,

and

JANITORIAL 5 STAR SERVICES LLC, a Florida limited liability company, having its office and place of business at 2020 W McNab Rd, Suite 127, Fort Lauderdale, Florida 33309, hereinafter referred to as “CONTRACTOR.”

WHEREAS, the parties entered into Service Agreement No. 2133 for janitorial services on October 26, 2023, ("Original Agreement"), and approved by City Resolution No. 2024-18; and

WHEREAS, the parties entered into a First Amendment No. 12618, to the Original Agreement on October 22, 2024; and approved by City Resolution No. 2025-12; and

WHEREAS, the CITY and CONTRACTOR have mutually agreed to extend the Original Agreement for one (1) additional one-year period.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement No. 2133 effective October 26, 2023, approved and adopted by Resolution No. 2024-18, and subsequently amended on October 22, 2024, approved and adopted by Resolution No. 2025-12, copies of which are attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect for the new contract extension term except as specifically amended herein below.

3. The parties hereto agree to extend the Original Agreement No. 2133 for one (1) additional one-year period, ending October 25, 2026 under the same terms and conditions.

4. The attached Exhibit “B” Insurance Requirements, is hereby substituted for, and in all references replaces, that Exhibit “B” Insurance Requirements which was attached to, referenced, and made part of the Original Agreement.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assigns and shall be fully effective as though the extension had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

Janitorial 5 Star Services LLC

Witnesses:

Adrian Neil Kimbrough

Abbie Carl Kimbrough
(Print or Type Name)

Barbara Atkins

Barbara Atkins
(Print or Type Name)

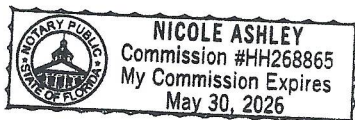
By: Kristen Olbel
Kristen Olbel, CEO

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 8 day of July, 2025, by Kristen Olbel as CEO of Janitorial 5 Star Services LLC, a Florida limited liability company on behalf of the company, who is personally known to me or who has produced Driver's license as identification.

NOTARY'S SEAL:



Nicole Ashley
NOTARY PUBLIC, STATE OF FLORIDA

Nicole Ashley
(Name of Acknowledger Typed, Printed or Stamped)

HH268865
Commission Number

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. **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 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, 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.

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	
XX CG2010	ongoing operations (or its' equivalent)
XX 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 \$2,000,000 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	

Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

XX_ umbrella (Drop Down). bodily injury and \$2,000,000 \$2,000,000
property damage combined

ENVIRONMENTAL/POLLUTION LIABILITY

Per Occurrence Aggregate

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

CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

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

CONTRACTOR is required to provide Professional Liability if engineering and design is used.

CYBER LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis \$3,000,000 \$3,000,000

___ Network Security / Privacy Liability

___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

___ Technology Products E&O - \$3,000,000 (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.

CRIME 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 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.

C. 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.

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.

Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.

Please include the following below or similar wording inside the description section of the COI:

- City of Pompano Beach is included as an Additional Insured as the City's interests may appear, as respects to General Liability.
- Waiver of Subrogation applies in favor of City, its officers, employees, and agents with respects to General Liability,
- Auto Liability, Property and Workers Compensation as permitted by law.
- Umbrella/Excess Follows Form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2025

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

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

PRODUCER Commercial Lines - (305) 443-4886 USI Insurance Services LLC 201 Alhambra Circle, Suite 900 Coral Gables, FL 33134	CONTACT NAME: dewin.molina@usi.com PHONE (A/C, No. Ext): E-MAIL ADDRESS: dewin.molina@usi.com FAX (A/C, No):														
INSURED SFM Janitorial Services, LLC. 7500 NW 74th Ave Medley, FL 33166	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B: Palomar Excess and Surplus Insurance Company</td> <td>16754</td> </tr> <tr> <td>INSURER C: Ascot Insurance Company</td> <td>23752</td> </tr> <tr> <td>INSURER D: Endurance American Specialty Insurance Compa</td> <td>41718</td> </tr> <tr> <td>INSURER E: Westchester Surplus Lines Ins. Co.</td> <td>10172</td> </tr> <tr> <td>INSURER F: Hanover Insurance Company</td> <td>22292</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B: Palomar Excess and Surplus Insurance Company	16754	INSURER C: Ascot Insurance Company	23752	INSURER D: Endurance American Specialty Insurance Compa	41718	INSURER E: Westchester Surplus Lines Ins. Co.	10172	INSURER F: Hanover Insurance Company	22292
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COVERAGES

CERTIFICATE NUMBER: 15941744

REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			MWZY31262225	03/01/2025	03/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Comp/\$250/\$ ☒ Coll/\$500/\$1,0			MWTB31519825	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE			CEXP25000006900	3/01/2025	3/01/2026	EACH OCCURRENCE \$ 8,000,000
C				ESXS25100012905	03/01/2025	03/01/2026	AGGREGATE \$ 8,000,000
D	DED RETENTION \$			ELD30076366900	12/26/2024	11/01/2025	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	MWC31262325	03/01/2025	03/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractor's Pollution Liab.			G17663723003	12/21/2024	12/21/2025	GENERAL AGGREGATE \$ 2,000,000 EACH OCCURRENCE \$ 1,000,000

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

The City of Pompano Beach is an additional insured with respects to general liability and auto liability when required by written contract in accordance with the terms and conditions of the policy. Excess liability is follow form.

CERTIFICATE HOLDER

City of Pompano Beach
 100 West Atlantic Boulevard
 Pompano Beach, FL 33060

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David Daley

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ACORD 25 (2016/03)

(This certificate replaces certificate# 15941687 issued on 3/6/2025)

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
F	Crime			BDJD77677106	03/01/2025	03/01/2026	\$500,000/\$5K Ded.
	Client Property			BDJD77677106	03/01/2025	03/01/2026	\$1M/\$10K Ded.

#5

RESOLUTION NO. 2025- 12

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND JANITORIAL 5 STAR SERVICES LLC TO PROVIDE JANITORIAL SERVICES; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Service Contract (No. 12618) between the City of Pompano Beach and Janitorial 5 Star Services LLC to provide janitorial services, a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and Janitorial 5 Star Services LLC

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 22nd day of October, 2024.



REX HARDIN, MAYOR

ATTEST:



KERVIN ALFRED, CITY CLERK

MEB/jrm
10/16/24
l:reso/2025-22
Contract No. 12618



FIRST AMENDMENT

No. 12618

THIS IS A FIRST AMENDMENT to the Service Contract No. 2133 dated
Oct. 22, 2024, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

JANITORIAL 5 STAR SERVICES LLC, a Florida limited liability company, having its office and place of business at 83 NW 15th Place, Pompano Beach, Florida 33060, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into Service Contract No. 2133 for janitorial services on October 26, 2023, ("Original Agreement"), and approved by City Resolution No. 2024-18; and

WHEREAS, the CITY and CONTRACTOR have mutually agreed to amend certain terms and conditions and to extend the Original Agreement for one (1) additional one-year period.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement No. 2133 effective October 26, 2023, approved and adopted by Resolution No. 2024-18, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect for the new contract extension term except as specifically amended herein below.

3. The parties hereto agree to extend the Original Agreement No. 2133 for one (1) additional one-year period, ending October 25, 2025 under the same terms and conditions.

4. That Article "7. Price Formula, Payment and Invoices." of the Original Agreement is hereby amended to read as follows:

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:

Services not to exceed ~~one hundred thirty five thousand, five hundred and seventy eight dollars and sixty four cents (\$135,578.64)~~ billed at a monthly rate of eleven thousand, two hundred ninety eight dollars and twenty two cents (\$11,298.22) the following amounts per each year this Agreement is in place at a 3.32% increase as described in Exhibit "A."

2023 – 2024: \$135,578.64
 2024 – 2025: \$135,578.64
 2025 – 2026: \$144,551.40
 2026 – 2027: \$150,323.04
 2027 – 2028: \$154,340.64

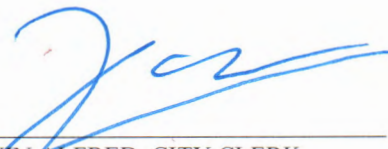
5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

Attest:

CITY OF POMPANO BEACH

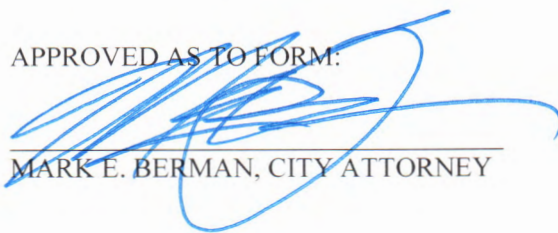

KERVIN ALFRED, CITY CLERK


By: _____
REX HARDIN, MAYOR

(SEAL)


By: _____
For GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:


MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"**Janitorial 5 Star Services LLC**

Witnesses:

Rafael
Kate Sanci
 (Print or Type Name)

Mikelange Olbel, *MO*
 (Print or Type Name)

By:

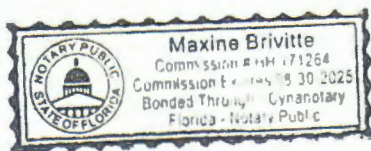
Kristen Olbel
 Kristen Olbel, CEO

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 16th day of October, 2024, by Kristen Olbel as CEO of Janitorial 5 Star Services LLC, a Florida limited liability company on behalf of the company. She is personally known to me or who has produced FL DL O414512859600 (type of identification) as identification.

NOTARY'S SEAL:



Maxine Brivitte
 NOTARY PUBLIC, STATE OF FLORIDA

Maxine Brivitte
 (Name of Acknowledger Typed, Printed or Stamped)

#171264
 Commission Number



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2024

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

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

PRODUCER 1st Allegiant Insurance, LLC 12555 Orange Dr Ste. 245 Davie FL 33330		CONTACT NAME: Lina Pinilla PHONE (A/C, No, Ext): (954) 378-3235 FAX (A/C, No): (954) 323-5477 E-MAIL ADDRESS: support@1stallegiant.com																						
INSURED Janitorial 5 Star Services LLC 700 NE 23rd Ct Pompano Beach FL 33062		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B:</td> <td>AmGUARD Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>Benchmark Insurance Co</td> <td>41394</td> </tr> <tr> <td>INSURER D:</td> <td>Westchester Fire Insurance Company</td> <td>10030</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Evanston Insurance Company	35378	INSURER B:	AmGUARD Insurance Company		INSURER C:	Benchmark Insurance Co	41394	INSURER D:	Westchester Fire Insurance Company	10030	INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER: 2 Blanket Cov

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							Employee Benefits \$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PIP Basic \$ 10,000
A	☒ UMBRELLA LIAB						EACH OCCURRENCE \$ 2,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 2,000,000
	☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Employment Practices Liability						General Aggregate \$1,000,000
							Products/Completed Ops \$1,000,000
							Personal & Advertising \$500,000

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

City of Pompano Beach and Pompano Beach CRA is added as additional insured for general liability and auto liability when required by written contract and certificate holder. A waiver of subrogation in favor of the certificate holder applies to the general liability and auto liability when required by written by contract.

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach and Pompano Beach CRA
 100 W. Atlantic Blvd

Pompano Beach

FL 33060

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

AUTHORIZED REPRESENTATIVE

RESOLUTION NO. 2024- 18**CITY OF POMPANO BEACH**
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND JANITORIAL 5 STAR SERVICES LLC TO PROVIDE JANITORIAL SERVICES; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Service Contract (No. 2133) between the City of Pompano Beach and Janitorial 5 Star Services LLC to provide janitorial services, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and Janitorial 5 Star Services LLC

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 24th day of October, 2023.

DocuSigned by:

Rex Hardin

502CB780EB3F480...

REX HARDIN, MAYOR**ATTEST:**

DocuSigned by:

Kervin Alfred

D1C913A8ED334CA...

KERVIN ALFRED, CITY CLERK

DocuSigned by:



MEB/jrm
10/11/23
l:reso/2024-11
Contract No. 2133

SERVICE CONTRACT

No. 2133

THIS AGREEMENT is made and entered into on October 26, 2023, by the City of Pompano Beach ("City") and Janitorial 5 Star Services LLC, a Florida limited liability company ("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 ("Exhibit A"), the Insurance Requirements ("Exhibit B"), and Solicitation & Contractor's Response E-24-23 ("Exhibit C"), all of which are attached and made a part 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 be for a term of one (1) year beginning with the date this Contract is fully executed by both parties.

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.

6. *Maximum Obligation.* City agrees to pay Contractor for performing the Work and providing the required insurance.

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:

Services not to exceed one-hundred thirty-five thousand, five-hundred and seventy-eight dollars and sixty-four cents (\$135,578.64), billed at a monthly rate of eleven thousand, two hundred ninety-eight dollars and twenty-two cents (\$11,298.22).

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.* 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 provided by Contractor upon commencement of services (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, facsimile, registered or certified mail or other trackable delivery service, 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.

If to Contractor: Kristen Olbel
83 NW 15th Pl
Pompano Beach, FL 33060
Office: 954-702-2053
Email: janitorial5starservices@gmail.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.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach

or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to Contractor.

B. Termination for Convenience. City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 9 herein. 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. 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.

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, defend, save and hold harmless 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 Contractor's performance under this Contract, including but not limited to, 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 Contractor's indemnification of the City. 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, and the Americans with Disabilities Act (ADA).

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. A. *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.

B. *Conflict of Interest.* During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

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.* 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.* Contractor represents that it presently has 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 its performance under this Agreement.

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.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

Attest:

CITY OF POMPANO BEACH

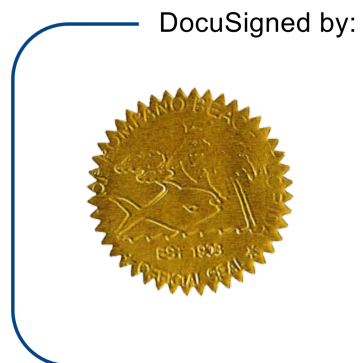
DocuSigned by:
Kervin Alfred
D1C913A8ED334CA
KERVIN ALFRED, CITY CLERK

DocuSigned by:
Rex Hardin
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By: REX HARDIN, MAYOR

DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...
By: GREGORY P. HARRISON, CITY MANAGER

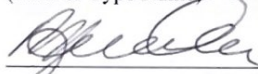
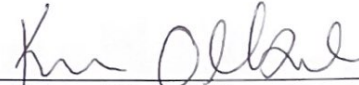
APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
343B0B2C81D9424...
MARK E. BERMAN, CITY ATTORNEY



"CONTRACTOR"**Janitorial 5 Star Services LLC**

Witnesses:

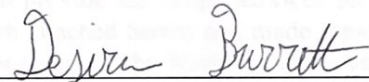
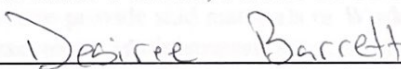
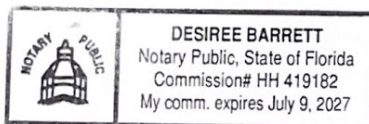
Samah Romsdhami
(Print or Type Name)Hana Jordan
(Print or Type Name)By: 
Kristen Olbel, CEO

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11 day of October, 2023, by Kristen Olbel as CEO of Janitorial 5 Star Services LLC, a Florida limited liability company on behalf of the company. She is personally known to me or who has produced FL DL
(type of identification) as identification.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA
(Name of Acknowledger Typed, Printed or Stamped)HH 419182
Commission Number

Services to be Performed Daily

- Empty and clean ash trays, waste baskets, recycling containers and other waste containers inside buildings, replacing liners daily. Waste baskets should have a clean appearance with no odor.
- Empty all outside trash containers and replace liners in containers as necessary. Trash containers shall have a clean appearance with no drips, smudges or residue on tops or sides or bottom.
- Clean and service sand urns inside and outside of locations.
- Clean entry doors and glass (including windows). Door frames and glass shall have a clean streak free appearance.
- Sweep outside entrance areas (under overhang) on northeast (main) entrance of Commission chambers, and north and south entrances to City Hall. All entrances shall have a neat, clean, litter free, stain free appearance.
- Pick up all trash in stairwells. All stairwells shall be swept daily, and have a clean stain free appearance, including railings and baseboards.
- Remove trash and recycle items from building and deposit in designated containers. Any drips, leaks or debris resulting from moving the trash and recycling shall be cleaned immediately. This applies to interior and exterior surfaces.
- Sweep, vacuum and/or dust mop all floors. Damp mop ceramic tile floors with clean water and a clean mop. Corners and baseboards shall be clean and without dirt buildup.
- Vacuum all carpeted areas, including floor mats with appropriate equipment. Obvious spots, spills or stains can be hand blotted until spot cleaning equipment can be arranged. All vacuums shall have HEPA filters and be well maintained.
- Dust and clean level surfaces of desks, telephones, chairs, tables, filing cabinets, other office furniture, window sills, and top of partitions.
- Clean hand marks from counter tops and glass desktops and filing cabinets. (Papers on desks, etc., are not to be disturbed.) All horizontal surfaces shall be streak free and free of dust.
- Thoroughly clean all urinals, toilets and sinks and damp mop all floor areas with a clean mop. Bathroom cleaning tools shall not cross contaminate surfaces outside of the restrooms. Clean mirrors, bright metal and all dispensers. No fixtures (flushometers, faucets, etc.) shall be cleaned with caustic substances as to affect their appearances.
- Clean and disinfect all shower stalls.
- Fill all paper towel dispensers, toilet tissue holders, soap dispensers, and hand sanitizers. All dispensers shall be wiped down and have a clean appearance.
- Wipe off tile edgings in restrooms.
- Clean and disinfect all drinking fountains. All drinking fountains shall be clean, streak free and without any mineral buildups.
- Thoroughly clean all kitchen and snack areas, including counters, floors, and sinks. Exteriors of all refrigerators shall have a clean, streak free appearance.
- Clean and polish with appropriate cleaner all tabletops and counter fronts & tops in public areas and conference rooms.

- Clean all doors and partitions in public areas removing fingerprints, etc. All doors, painted, glass or wood shall be free of dirt, smudges, tape or tape residue and have a clean, streak free appearance. Tape and tape residue shall be removed in such a manner as to not damage or scratch the surfaces.
- Spot clean walls and woodwork to remove soiled areas. All walls and baseboards shall have a clean, stain free appearance.
- Clean and polish bright metal, including door kick-plates.
- Mop elevator floors with clean mop, clean elevator walls and panel board, and vacuum elevator floors. Elevator doors shall have a clean, uniform shine and be free of any tape or tape residue. Tape and tape residue shall be removed in such a manner as to not damage or scratch the surfaces. Elevator door sills shall be free of dust and debris and have a uniform, clean appearance.
- Maintain all janitor closets or storage areas in a clean and orderly manner. Dust mops, wet mops and cleaning cloths shall be cleaned daily. All OSHA guidelines must be followed at all times.
- Notify Facilities Supervisor of any irregularities noted during servicing, such as defective plumbing fixtures, doors left unlocked, lights left on, shortages of restroom supplies, etc.
- Turn off lights. Close and lock windows and lock all entrance doors.

Services to be Performed Weekly

- Clean all glass, cloth and hard surfaced partitions of interior offices, with appropriate industry techniques.
- Dust and wipe exposed air conditioner grills and surrounding areas, as well as all other grills.
- Remove all floor mats and rugs and clean all floor areas. Floor surfaces shall not be noticeably different under the floor mats or rugs. Mats and rugs shall be cleaned and vacuumed prior to returning to the floor.
- Dust exposed book stacks.
- Sweep and dust supply, record and storage rooms.
- Clean and disinfect all telephone instruments.
- Wash and disinfect toilet and urinal partitions and all wall areas in restrooms.
- Check carpets and spot clean as needed with commercial spot cleaning equipment.
- Check upholstered furniture and spot clean as needed with commercial spot cleaning equipment.

Services to be Performed Monthly

- Vacuum upholstered furniture.
- Dust and polish furniture with industry acceptable practices.
- Clean/dust picture frames and wash glass, if any. Wash bookcase and clock face glass. Clean/dust mounted TV screens with microfiber cloth and industry accepted cleaner.
- Clean all electric switch plate covers.

- Dust stack area, including books, as well as open shelving. Shelving shall be free of dust build up and staining.
- Sweep floor area in air conditioning and equipment rooms.
- Thoroughly clean stairwells as directed including the removal of dust from all pipes, handrails, and handrail mounts.
- Clean venetian/vertical blinds.
- Clean exteriors, fronts, sides and tops of all lockers.
- Machine scrub, wax and machine polish all hard floor surfaces. Remove any gum or other residue in exterior or interior surfaces. Clean ceramic tile floors with clean water and a cleaning agent designed for use with ceramic tile. Records of the hard surface floor cleaning shall be maintained and be available upon request.

Locations for Services to be Performed

- 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 pm. and 6:00 p.m.
- 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.
- 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.
- 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.
- Public Works Offices 1190 N.E. 3rd Avenue, Building B.
 - Description: West end of the building consists of an Office Areas, 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.

- 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 Seven (7) days a week from 7am-2pm
- High Service/Filter Building: 301 N.E. 12th Street Pompano Beach, Florida, 33060.
 - Description:
 - First Floor: Hallway (leading to) Lunchroom, Kitchen, Restroom (3) Break Room.
 - Second Floor: Office Areas and Vestibule, Hallways, Computer Training Area, Conference Room and Restrooms (2), Stairs to First Floor, Entry Door at Second Level. Services to be performed Mon.-Fri. 7am-3:30pm.
- 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 Mon.-Fri. 7:00 am-3:30pm.
- 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
- Environmental Services 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
- Code Enforcement Offices 1190 NE 3rd Avenue Trailers, Pompano Beach, FL. 33060
 - Description: Restrooms (2), Offices, (3). Services to be performed Monday-Thursday after 5pm
- 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/Friday Between 7:30 a.m. and 2:30 p.m.
 - NOTE: Due to security issues, cleaning may only be performed Seven (7) Days a week 7am-2:30pm

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
XX owned
XX hired
XX non-owned

☐ Minimum \$10,000/\$20,000/\$10,000
(Florida's Minimum Coverage)

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
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

—	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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(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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/01/2023

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

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

PRODUCER 1st Allegiant Insurance, LLC 12555 Orange Dr Ste. 245 Davie FL 33330		CONTACT NAME: Leighton Campbell PHONE (A/C, No, Ext): (954) 378-3235 E-MAIL ADDRESS: leighton@1stallegiant.com FAX (A/C, No): (954) 323-5477	
INSURED Janitorial 5 Star Services LLC 700 NE 23rd Ct Pompano Beach FL 33062		INSURER(S) AFFORDING COVERAGE INSURER A: AmGUARD Insurance Company INSURER B: Evanston Insurance Company INSURER C: Frank Wiston Crum Insurance Company INSURER D: Liberty Mutual Agency Corporation INSURER E: INSURER F:	
		NAIC #	
		35378	
		11600	

COVERAGES

CERTIFICATE NUMBER: 2 Blanket Cov

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		2AA387847	07/20/2023	07/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			JAAU472361	07/21/2023	07/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Basic \$ 10,000
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			EZXS3123547	07/20/2023	07/20/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWFL0000087102	07/23/2023	07/23/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			999101458	04/13/2023	04/13/2024	Each Claim \$ 1,000,000 Aggregate \$1,000,000

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

Certificate holder is an additional insured for general liability when required by written contract.

APPROVED

By Edgar P. Alba at 11:39 am, Sep 06, 2023

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach 100 W. Atlantic Blvd Pompano Beach FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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E-24-23 Addendum 2
Janitorial 5 Star Services LLC
Janitorial 5 Star Services LLC
Supplier Response

Event Information

Number: E-24-23 Addendum 2
Title: Janitorial Services
Type: Request for Proposals
Issue Date: 7/6/2023
Deadline: 8/3/2023 02:00 PM (ET)
Notes: The City of Pompano Beach (City) is seeking Proposals from qualified companies 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), August 3, 2023.** 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

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

Janitorial 5 Star Services LLC Information

Contact: Kristen Olbel
Address: 83 NW 15th Place
Pompano Beach, FL 33060
Phone: (954) 702-2053
Email: janitorial5starservices@gmail.com
Web Address: <http://janitorial5star.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).

Kristen Olbel

Signature

Submitted at 8/3/2023 12:05:35 PM (ET)

janitorial5starservices@gmail.com

Email

Supplier Note

Thank you for this opportunity to submit a proposal.

Requested Attachments

Proposal Submission

Proposal E-24-23, Janitorial 5 Star Services.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

Tier 1-Tier 2 Compliance 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 Exhibit A (Local Business Participation Form).pdf

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

Response Attachments

Background Affidavit.pdf

Background Affidavit

Proposer Information Page.pdf

Proposer Information Page

Qualifications of Bidders.pdf

Qualification of Bidders

Task Schedule & Checklist.xlsx

Mock schedule and checklist for tasks for September 2023

Pricing Worksheet.xlsx

Pricing worksheet for Group 1 and 2

Schedule for 2023.xlsx

Mock schedule for September 2023

Bid Attributes**1 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.

2 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.

3 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.

4 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.

5 Acknowledgement of Addenda

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

☒ Yes**6 Terms & Conditions**

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

☒ Agree**Bid Lines**

1 GROUP 1

City Hall Area and Fire

Item Notes: 77,694 sq. ft.

2 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: 12 UOM: mo. Unit Cost: \$2,285.12 Total: \$27,421.44

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

Item Attributes**1. Annual Cost (2023-2024)**\$27421.44**2. Annual Cost (2024-2025)**\$27421.44**3. Annual Cost (2025-2026)**\$29149.80**4. Annual Cost (2026-2027)**\$30022.56**5. Annual Cost (2027-2028)**\$30891.36**3 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: \$2,043.97 Total: \$24,527.64

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

Item Attributes**1. Annual Cost (2023-2024)**\$24527.64**2. Annual Cost (2024-2025)**\$24527.64**3. Annual Cost (2025-2026)**\$26051.16**4. Annual Cost (2026-2027)**\$26867.40**5. Annual Cost (2027-2028)**\$27650.88

4 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 (2023-2024)****2. Annual Cost (2024-2025)****3. Annual Cost (2025-2026)****4. Annual Cost (2026-2027)****5. Annual Cost (2027-2028)****5 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: Total:

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

Item Attributes**1. Annual Cost (2023-2024)****2. Annual Cost (2024-2025)****3. Annual Cost (2025-2026)****4. Annual Cost (2026-2027)****5. Annual Cost (2027-2028)**

6 Commission Chambers One Story Building 100 West Atlantic Boulevard Pompano Beach, Florida 33060.

Exhibit A - Original Agreement

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. Hours of Operation: Monday-Thursday 6pm-8am

Item Attributes**1. Annual Cost (2023-2024)****2. Annual Cost (2024-2025)****3. Annual Cost (2025-2026)****4. Annual Cost (2026-2027)****5. Annual Cost (2027-2028)****7 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: 2,243 Sq. Ft. Hours of Operation: Monday-Thursday 5pm-8am

Item Attributes**1. Annual Cost (2023-2024)****2. Annual Cost (2024-2025)****3. Annual Cost (2025-2026)****4. Annual Cost (2026-2027)****5. Annual Cost (2027-2028)**

8 Fire Administration 120 S.W. 3rd Street.

Exhibit A - Original Agreement

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: Total:

Item Notes: 1,500 Sq. Ft. Hours of Operation: Monday-Thursday 6pm-7am

Item Attributes**1. Annual Cost (2023-2024)**

2. Annual Cost (2024-2025)

3. Annual Cost (2025-2026)

4. Annual Cost (2026-2027)

5. Annual Cost (2027-2028)

9 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: Total:

Item Notes: 2,736 Sq. Ft. Hours of Operation: Monday-Thursday 6pm-7am

Item Attributes**1. Annual Cost (2023-2024)**

2. Annual Cost (2024-2025)

3. Annual Cost (2025-2026)

4. Annual Cost (2026-2027)

5. Annual Cost (2027-2028)

10 GROUP 2

Public Works Utilities and Air Park

Item Notes: 51,719 sq. ft.

**1
1 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 pm. and 6:00 p.m.

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

Item Notes: 2,000 Sq. Ft. Hours of Operation: Monday-Thursday 3pm-6pm

Item Attributes**1. Annual Cost (2023-2024)****2. Annual Cost (2024-2025)****3. Annual Cost (2025-2026)****4. Annual Cost (2026-2027)****5. Annual Cost (2027-2028)****1
2 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. Hours of Operation: Monday-Thursday 7am-6pm

Item Attributes**1. Annual Cost (2023-2024)****2. Annual Cost (2024-2025)****3. Annual Cost (2025-2026)****4. Annual Cost (2026-2027)****5. Annual Cost (2027-2028)**

1
3**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. Hours of Operation: Monday-Thursday 7am-6pm

Item Attributes**1. Annual Cost (2023-2024)****2. Annual Cost (2024-2025)****3. Annual Cost (2025-2026)****4. Annual Cost (2026-2027)****5. Annual Cost (2027-2028)**1
4**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. Hours of Operation: Monday-Thursday 7am-3pm

Item Attributes**1. Annual Cost (2023-2024)****2. Annual Cost (2024-2025)****3. Annual Cost (2025-2026)****4. Annual Cost (2026-2027)****5. Annual Cost (2027-2028)**

**1
5 Public Works Offices 1190 N.E. 3rd Avenue, Building B.**

Exhibit A - Original Agreement

Description: West end of the building consists of an Office Areas, 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, building maintenance offices, 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. Hours of Operation: Monday-Thursday 7am-6pm

Item Attributes**1. Annual Cost (2023-2024)**

2. Annual Cost (2024-2025)

3. Annual Cost (2025-2026)

4. Annual Cost (2026-2027)

5. Annual Cost (2027-2028)

**1
6 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 Seven (7) days a week from 7am-2pm.

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

Item Notes: 8,637 Sq. Ft. Hours of Operation: Monday-Friday 8am-5pm

Item Attributes**1. Annual Cost (2023-2024)**

2. Annual Cost (2024-2025)

3. Annual Cost (2025-2026)

4. Annual Cost (2026-2027)

5. Annual Cost (2027-2028)

1
7**High Service/Filter Building: 301 N.E. 12th Street, Pompano Beach, Florida, 33060.**

Description: First Floor: Hallway (leading to) Lunchroom, Kitchen, Restroom (3) Break Room.

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

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

Item Notes: 2,597 Sq. Ft. Hours of Operation: Monday-Friday 8am-5pm

Item Attributes**1. Annual Cost (2023-2024)****2. Annual Cost (2024-2025)****3. Annual Cost (2025-2026)****4. Annual Cost (2026-2027)****5. Annual Cost (2027-2028)**1
8**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 Mon.-Fri. 7:00 am-3:30 pm.

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

Item Notes: 1,794 Sq. Ft. Hours of Operation: Monday-Friday 8am-5pm

Item Attributes**1. Annual Cost (2023-2024)****2. Annual Cost (2024-2025)****3. Annual Cost (2025-2026)****4. Annual Cost (2026-2027)****5. Annual Cost (2027-2028)**

1
9**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: \$2,095.51 Total: \$25,146.12

Item Notes: 6,809 Sq. Ft. Hours of Operation: Monday-Thursday 7am-4pm

Item Attributes**1. Annual Cost (2023-2024)**\$25146.12**2. Annual Cost (2024-2025)**\$25146.12**3. Annual Cost (2025-2026)**\$26796.48**4. Annual Cost (2026-2027)**\$27651.72**5. Annual Cost (2027-2028)**\$28507.082
0**Environmental Services Offices 1190 NE 3rd Avenue Trailers, Pompano Beach, FL. 33060.**

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

Quantity: 12 UOM: mo. Unit Cost: \$704.87 Total: \$8,458.44

Item Notes: 2,601 Sq. Ft. Hours of Operation: Monday-Thursday 7am-4pm

Item Attributes**1. Annual Cost (2023-2024)**\$8458.44**2. Annual Cost (2024-2025)**\$8458.44**3. Annual Cost (2025-2026)**\$9032.52**4. Annual Cost (2026-2027)**\$9349.56**5. Annual Cost (2027-2028)**\$9666.602
1**Code Enforcement Offices 1190 NE 3rd Avenue Trailers, Pompano Beach, FL. 33060.**

Description: Restrooms (2), Offices, (3). Services to be performed Monday-Thursday after 5pm.

Quantity: 12 UOM: mo. Unit Cost: \$476.71 Total: \$5,720.52

Item Notes: 2,601 Sq. Ft. Hours of Operation: Monday-Thursday 7am-6pm

Item Attributes**1. Annual Cost (2023-2024)**

\$5720.52

2. Annual Cost (2024-2025)

\$5720.52

3. Annual Cost (2025-2026)

\$6111.96

4. Annual Cost (2026-2027)

\$6337.80

5. Annual Cost (2027-2028)

\$6563.40

2
2**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.

Quantity: 12 UOM: mo. Unit Cost: \$250.83 Total: \$3,009.96Item Notes: 2,017 Sq. Ft. NOTE: Due to security issues, cleaning may only be performed Seven (7) Days a week
7am-2:30pm**Item Attributes****1. Annual Cost (2023-2024)**

\$3009.96

2. Annual Cost (2024-2025)

\$3009.96

3. Annual Cost (2025-2026)

\$3225.00

4. Annual Cost (2026-2027)

\$3362.52

5. Annual Cost (2027-2028)

\$3500.04

Response Total: \$271,513.68



Supplier Award
E-24-23 Addendum 2
Janitorial Services
Award Date: 10/5/23
Janitorial 5 Star Services LLC

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

Janitorial 5 Star Services LLC

Janitorial 5 Star Services LLC

Contact: Kristen Olbel

Address: 83 NW 15th Place

Pompano Beach, FL 33060

Phone: (954) 702-2053

Email: janitorial5starservices@gmail.com

Supplier Note

Thank you for this opportunity to submit a proposal.

Award Lines**11 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 pm. and 6:00 p.m.

Quantity: 8,458 UOM: mo. Unit price: \$704.80 Total: \$5,961,198.40

Item Note: 2,000 Sq. Ft. Hours of Operation: Monday-Thursday 3pm-6pm

12 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: 8,365 UOM: mo. Unit price: \$697.12 Total: \$5,831,408.80

Item Note: 5,159 Sq. Ft. Hours of Operation: Monday-Thursday 7am-6pm

13 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: 11,487 UOM: mo. Unit price: \$957.29 Total: \$10,996,390.23

Item Note: 7,170 Sq. Ft. Hours of Operation: Monday-Thursday 7am-6pm

14 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: 6,865 UOM: mo. Unit price: \$572.07 Total: \$3,927,260.55

Item Note: 1,590 Sq. Ft. Hours of Operation: Monday-Thursday 7am-3pm

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

Description: West end of the building consists of an Office Areas, 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, building maintenance offices, and (3) restrooms. Services to be performed Monday through Thursday between 5:30 p.m. and 8:00 a.m.

Quantity: 16,026 UOM: mo. Unit price: \$1,335.52 Total: \$21,403,043.52

Item Note: 8,750 Sq. Ft. Hours of Operation: Monday-Thursday 7am-6pm

16 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 Seven (7) days a week from 7am-2pm.

Quantity: 30,720 UOM: mo. Unit price: \$2,560.00 Total: \$78,643,200.00

Item Note: 8,637 Sq. Ft. Hours of Operation: Monday-Friday 8am-5pm

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

Description: First Floor: Hallway (leading to) Lunchroom, Kitchen, Restroom (3) Break Room.

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

Quantity: 8,458 UOM: mo. Unit price: \$704.87 Total: \$5,961,790.46

Item Note: 2,597 Sq. Ft. Hours of Operation: Monday-Friday 8am-5pm

18 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 Mon.-Fri. 7:00 am-3:30 pm.

Quantity: 2,864 UOM: mo. Unit price: \$238.63 Total: \$683,436.32

Item Note: 1,794 Sq. Ft. Hours of Operation: Monday-Friday 8am-5pm

19 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: 25,146 UOM: mo. Unit price: \$2,095.51 Total: \$52,693,694.46

Item Note: 6,809 Sq. Ft. Hours of Operation: Monday-Thursday 7am-4pm

20 Environmental Services Offices 1190 NE 3rd Avenue Trailers, Pompano Beach, FL. 33060.

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

Quantity: 8,458 UOM: mo. Unit price: \$704.87 Total: \$5,961,790.46

Item Note: 2,601 Sq. Ft. Hours of Operation: Monday-Thursday 7am-4pm

21 Code Enforcement Offices 1190 NE 3rd Avenue Trailers, Pompano Beach, FL. 33060.

Description: Restrooms (2), Offices, (3). Services to be performed Monday-Thursday after 5pm.

DocuSign Envelope ID: 5DFEB8FB-AC76-49F6-ACD4-CA9A54BAF83B		Exhibit A - Original Agreement	
	Quantity: <u>5,721</u> UOM: <u>mo.</u>	Unit price: <u>\$476.75</u>	Exhibit A - Original Agreement Total: <u>\$2,727,257.91</u>
Item Note: 2,601 Sq. Ft. Hours of Operation: Monday-Thursday 7am-6pm			

22	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.		
	Quantity: <u>3,010</u> UOM: <u>mo.</u>	Unit price: <u>\$250.83</u>	Total: <u>\$754,998.30</u>
Item Note: 2,017 Sq. Ft. NOTE: Due to security issues, cleaning may only be performed Seven (7) Days a week 7am-2:30pm			

Award Total: \$195,545,469.41



"Allow us to give you a 5 Star Cleaning"

83 NW 15th Place

Pompano Beach, FL 33060

Kristen Olbel 954-702-2053

E-24-23

Janitorial Support Services

August 3, 2023

Table of Contents

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2. Fees & Costs
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Letter of Transmittal

Kristen Olbel, CEO
83 NW 15th Place
Pompano Beach, FL 33060

August 3, 2023

City of Pompano Beach
100 W Atlantic Blvd
Pompano Beach, FL 33060

Dear City of Pompano Beach:

We first want to thank the City of Pompano Beach for the opportunity to submit a proposal on this RFP. Janitorial 5 Star Services is family owned and operated out of Pompano Beach. We were established in 2017 and have over 35 years of combined experience. We take pride in the projects we partake in and the ability to give back to our community. We are currently providing pressure cleaning services to the city (since 2020) and janitorial services to local businesses (since 2017). We participated as a subcontractor on this contract from 2020-2021 where we serviced the Fire Training, Administration, and Logistics buildings.

Our current and past projects range from 7 days a week to one day a week. We offer flexibility and understanding to each client which allows us to develop the right service and schedule. We have experience servicing high rise buildings to one story offices, and have worked with the Broward County School District (over 80 schools serviced) during the Covid pandemic doing electrostatic disinfecting, routine cleaning, and emergency call outs for flood damage. We provide emergency cleaning services for the unforeseen circumstances or disasters.

We will be designating a supervisor to manage our team and provide a prompt response to any requests or needs the city may have. Our office is located in Pompano Beach which will allow a quick response; and we partner with local supply companies to ensure our equipment and chemicals are in working order and stocked.

Janitorial 5 Star Services takes pride in being able to provide a “family” atmosphere to not only our team but our clients as well. We foster this atmosphere in order to promote a healthy relationship, mutual respect, and the achievement of common goals. Communication is a major component to this relationship as well. Our team is responsive and prepared to ensure all tasks are completed as scheduled, and should any additional

needs arise they are prepared to communicate and execute those needs. In our 6 years of business, we have grown a team fully committed to the goals and objectives that were first set forth.

Our company qualifies as a Tier 1 local vendor. We maintain a permanent place of business within the city limits and our staffing level is above 10%. We are CBE/SBE/MBE certified, insured and bonded. Janitorial 5 Star Services is submitting a proposal for Group 1 and 2 and will be acting as the prime contractor. Below are the listed representatives for our company. Once again thank you for the opportunity and we look forward to continuing our partnership and growing our relationship with the City of Pompano Beach.

Kristen Olbel, CEO
83 NW 15th Place
Pompano Beach, FL 33060
954-702-2053
Janitorial5starservices@gmail.com

Mike Olbel, COO
83 NW 15th Place
Pompano Beach, FL 33060
954-552-4571
janitorial5starservices@gmail.com

Respectfully,



Kristen Olbel, CEO

Fees & Costs

Janitorial 5 Star Services is submitting proposals for each group. We acknowledge that only one group will be awarded despite both being submitted.

Proposed Approach

Our initial step will be to conduct a transition meeting with building and contract management. We will address the scheduling of tasks which were outlined in the Scope of Services and Tasks/Deliverables, quality control, and scheduling of personnel. To speak plainly, there will be no surprises or anyone on your management team wondering what we are doing next. Our schedule will be followed closely and with intention. In this transition meeting we will further discuss the delivery and storage of equipment, badging and employee preparation for the first day of work, access to facilities, and meet and greet of our management team.

After completing a walk-through of the facilities we can see some love and attention needs to be paid to each building. On our first days of cleaning, we will bring in additional personnel to elevate each building and floor to its original and expected conditions. While we expect all weekly and monthly tasks to be completed within the first 15 days of service in the first month of transition, we do acknowledge the initial cleaning requirements set forth in the RFP.

Please see the uploaded "Price Worksheet" in eBid for the breakdown of costs. The breakdown of cost is also attached in this section for your quick review. The shift work spreadsheet is attached below in the Schedule section and uploaded to eBid. The expected number of work hours is a guide and will be adjusted as necessary. The monthly cleaning includes all services described under the Scope of Services section of the RFP such as upholstery cleaning, machine scrub/wax/polish of hard floor surfaces, and cleaning of stairwells (see RFP for full list). The admin cost includes such costs as travel/mileage, background/urine screening, and supervision. The daily, weekly, and monthly cleaning checklists are uploaded to eBid for your reference.

We manage our staff with the use of an app called Connecteam. The software allows employees the ability to check their schedule, review hours worked, and clock in/out. The timekeeping portion provides a GPS verification. The software has a platform that supports messaging in both group and individual format to promote communication. As a company we are able to notify staff of larger scale changes such as to policy and law up to smaller scale or individual changes such as an additional task to accomplish. Our system additionally allows management to set reminders upon staff clocking out of their shift to ensure tasks or special concerns were completed.

Our company encourages additional meetings and communication with the contract administration or facility supervisor once we fully transition into the contract. There is no insignificant topic or item to be addressed.

Our goal is to ensure your 100% satisfaction so if anything is not within your standards, we insist on being notified.

Group 1

2023-2024

Location	Frequency	Hours/ Day	Number of Cleaners	Daily/Weekly (2023-2024)	Monthly (2023- 2024)	Admin Costs	Monthly Total (Daily, Weekly, & Monthly Tasks)	Yearly Total 2023-2024
Group 1								
Group 1: City Hall 1st Floor	4 days/week	4.5	1	\$ 1,545.09	\$ 515.03	\$ 225.00	\$ 2,285.12	\$ 27,421.44
Group 1: City Hall 2nd Floor	4 days/week	4	1	\$ 1,382.98	\$ 460.99	\$ 200.00	\$ 2,043.97	\$ 24,527.64
Group 1: City Hall 3rd Floor	4 days/week	4.5	1	\$ 1,545.09	\$ 515.03	\$ 225.00	\$ 2,285.12	\$ 27,421.44
Group 1: City Hall 4th Floor	4 days/week	4	1	\$ 1,382.98	\$ 460.99	\$ 200.00	\$ 2,043.97	\$ 24,527.64
Commission Chambers	4 days/week	1.5	1	\$ 556.92	\$ 185.64	\$ 90.00	\$ 832.56	\$ 9,990.72
Fire Training	4 days/week	1	1	\$ 395.99	\$ 132.01	\$ 70.00	\$ 598.00	\$ 7,176.00
Fire Admin	4 days/week	0.75	1	\$ 263.00	\$ 87.67	\$ 55.00	\$ 405.67	\$ 4,868.04
Fire Logistics	5 days/week	1.25	1	\$ 565.13	\$ 188.38	\$ 80.00	\$ 833.51	\$ 10,002.12
TOTAL							\$ 11,327.92	\$ 135,935.04

2024-2025

Location	Frequency	Hours/ Day	Number of Cleaners	Daily/Weekly (2024-2025)	Monthly (2024-2025)	Admin Costs	Monthly Total (Daily, Weekly, & Monthly Tasks)	Yearly Total 2024-2025
Group 1								
Group 1: City Hall 1st Floor	4 days/week	4.5	1	\$ 1,545.09	\$ 515.03	\$ 225.00	\$ 2,285.12	\$ 27,421.44
Group 1: City Hall 2nd Floor	4 days/week	4	1	\$ 1,382.98	\$ 460.99	\$ 200.00	\$ 2,043.97	\$ 24,527.64
Group 1: City Hall 3rd Floor	4 days/week	4.5	1	\$ 1,545.09	\$ 515.03	\$ 225.00	\$ 2,285.12	\$ 27,421.44
Group 1: City Hall 4th Floor	4 days/week	4	1	\$ 1,382.98	\$ 460.99	\$ 200.00	\$ 2,043.97	\$ 24,527.64
Commission Chambers	4 days/week	1.5	1	\$ 556.92	\$ 185.64	\$ 90.00	\$ 832.56	\$ 9,990.72
Fire Training	4 days/week	1	1	\$ 395.99	\$ 132.01	\$ 70.00	\$ 598.00	\$ 7,176.00
Fire Admin	4 days/week	0.75	1	\$ 263.00	\$ 87.67	\$ 55.00	\$ 405.67	\$ 4,868.04
Fire Logistics	5 days/week	1.25	1	\$ 565.13	\$ 188.38	\$ 80.00	\$ 833.51	\$ 10,002.12
TOTAL							\$ 11,327.92	\$ 135,935.04

2025-2026

Location	Frequency	Hours/ Day	Number of Cleaners	Daily/Weekly (2025-2026)	Monthly (2025-2026)	Admin Costs	Monthly Total (Daily, Weekly, & Monthly Tasks)	Yearly Total 2025-2026
Group 1								
Group 1: City Hall 1st Floor	4 days/week	4.5	1	\$ 1,649.36	\$ 549.79	\$ 230.00	\$ 2,429.15	\$ 29,149.80
Group 1: City Hall 2nd Floor	4 days/week	4	1	\$ 1,474.45	\$ 491.48	\$ 205.00	\$ 2,170.93	\$ 26,051.16
Group 1: City Hall 3rd Floor	4 days/week	4.5	1	\$ 1,649.36	\$ 549.79	\$ 230.00	\$ 2,429.15	\$ 29,149.80
Group 1: City Hall 4th Floor	4 days/week	4	1	\$ 1,474.45	\$ 491.83	\$ 205.00	\$ 2,171.28	\$ 26,055.36
Commission Chambers	4 days/week	1.5	1	\$ 596.70	\$ 198.90	\$ 95.00	\$ 890.60	\$ 10,687.20
Fire Training	4 days/week	1	1	\$ 424.28	\$ 141.43	\$ 75.00	\$ 640.71	\$ 7,688.52
Fire Admin	4 days/week	0.75	1	\$ 281.79	\$ 93.93	\$ 60.00	\$ 435.72	\$ 5,228.64
Fire Logistics	5 days/week	1.25	1	\$ 605.49	\$ 201.83	\$ 85.00	\$ 892.32	\$ 10,707.84
TOTAL							\$ 12,059.86	\$ 144,718.32

2026-2027

Location	Frequency	Hours/ Day	Number of Cleaners	Daily/Weekly (2026-2027)	Monthly (2026- 2027)	Admin Costs	Monthly Total (Daily, Weekly, & Monthly Tasks)	Yearly Total 2026-2027
Group 1								
Group 1: City Hall 1st Floor	4 days/week	4.5	1	\$ 1,700.16	\$ 566.72	\$ 235.00	\$ 2,501.88	\$ 30,022.56
Group 1: City Hall 2nd Floor	4 days/week	4	1	\$ 1,521.71	\$ 507.24	\$ 210.00	\$ 2,238.95	\$ 26,867.40
Group 1: City Hall 3rd Floor	4 days/week	4.5	1	\$ 1,700.16	\$ 566.72	\$ 235.00	\$ 2,501.88	\$ 30,022.56
Group 1: City Hall 4th Floor	4 days/week	4	1	\$ 1,521.71	\$ 507.24	\$ 210.00	\$ 2,238.95	\$ 26,867.40
Commission Chambers	4 days/week	1.5	1	\$ 616.59	\$ 205.53	\$ 100.00	\$ 922.12	\$ 11,065.44
Fire Training	4 days/week	1	1	\$ 438.42	\$ 146.14	\$ 80.00	\$ 664.56	\$ 7,974.72
Fire Admin	4 days/week	0.75	1	\$ 291.18	\$ 97.06	\$ 65.00	\$ 453.24	\$ 5,438.88
Fire Logistics	5 days/week	1.25	1	\$ 625.68	\$ 208.56	\$ 90.00	\$ 924.24	\$ 11,090.88
TOTAL							\$ 12,445.82	\$ 149,349.84

2027-2028

Location	Frequency	Hours /Day	Number of Cleaners	Daily/Weekly (2027-2028)	Monthly (2027-2028)	Admin Costs	Monthly Total (Daily, Weekly, & Monthly Tasks)	Yearly Total 2027-2028
Group 1								
Group 1: City Hall 1st Floor	4 days/week	4.5	1	\$ 1,750.71	\$ 583.57	\$ 240.00	\$ 2,574.28	\$ 30,891.36
Group 1: City Hall 2nd Floor	4 days/week	4	1	\$ 1,566.93	\$ 522.31	\$ 215.00	\$ 2,304.24	\$ 27,650.88
Group 1: City Hall 3rd Floor	4 days/week	4.5	1	\$ 1,750.71	\$ 583.57	\$ 240.00	\$ 2,574.28	\$ 30,891.36
Group 1: City Hall 4th Floor	4 days/week	4	1	\$ 1,566.93	\$ 522.31	\$ 215.00	\$ 2,304.24	\$ 27,650.88
Commission Chambers	4 days/week	1.5	1	\$ 636.48	\$ 212.16	\$ 105.00	\$ 953.64	\$ 11,443.68
Fire Training	4 days/week	1	1	\$ 452.56	\$ 150.85	\$ 85.00	\$ 688.41	\$ 8,260.92
Fire Admin	4 days/week	0.75	1	\$ 300.57	\$ 100.19	\$ 70.00	\$ 470.76	\$ 5,649.12
Fire Logistics	5 days/week	1.25	1	\$ 645.86	\$ 215.29	\$ 90.00	\$ 951.15	\$ 11,413.80
TOTAL							\$ 12,821.00	\$ 153,852.00

Group 2

2023-2024

Group 2								
Purchasing Office	4 days/week	1.2	1	\$ 452.10	\$ 150.70	\$ 102.00	\$ 704.80	\$ 8,457.60
Air Park Tower	4 days/week	1.25	1	\$ 444.09	\$ 148.03	\$ 105.00	\$ 697.12	\$ 8,365.44
Public Works Admin & Engineering	4 days/week	1.75	1	\$ 624.22	\$ 208.07	\$ 125.00	\$ 957.29	\$ 11,487.48
Public Works Garage	4 days/week	1	1	\$ 354.05	\$ 118.02	\$ 100.00	\$ 572.07	\$ 6,864.84
Public Works Offices	4 days/week	2.5	1	\$ 881.64	\$ 293.88	\$ 160.00	\$ 1,335.52	\$ 16,026.24
Membrane Building	7 days/week	3	1	\$ 1,785.00	\$ 595.00	\$ 180.00	\$ 2,560.00	\$ 30,720.00
High Service/Filter Building	7 days/week	1.25	1	\$ 449.90	\$ 149.97	\$ 105.00	\$ 704.87	\$ 8,458.44
Maint Shop/Chem Building	7 days/week	0.5	1	\$ 126.47	\$ 42.16	\$ 70.00	\$ 238.63	\$ 2,863.56
Utilities Field Office	4 days/week	4	1	\$ 1,391.63	\$ 463.88	\$ 240.00	\$ 2,095.51	\$ 25,146.12
Trailer	4 days/week	1.25	1	\$ 449.90	\$ 149.97	\$ 105.00	\$ 704.87	\$ 8,458.44
Code Enforcement Office								
Trailer	4 days/week	0.8	1	\$ 290.03	\$ 96.68	\$ 90.00	\$ 476.71	\$ 5,720.52
Reuse Water Treatment Plant	3 days/week	0.5	1	\$ 135.62	\$ 45.21	\$ 70.00	\$ 250.83	\$ 3,009.96
TOTAL							\$ 11,298.22	\$ 135,578.64

2024-2025

Group 2								
Purchasing Office	4 days/week	1.2	1	\$ 452.10	\$ 150.70	\$ 102.00	\$ 704.80	\$ 8,457.60
Air Park Tower	4 days/week	1.25	1	\$ 444.09	\$ 148.03	\$ 105.00	\$ 697.12	\$ 8,365.44
Public Works Admin & Engineering	4 days/week	1.75	1	\$ 624.22	\$ 208.07	\$ 125.00	\$ 957.29	\$ 11,487.48
Public Works Garage	4 days/week	1	1	\$ 354.05	\$ 118.02	\$ 100.00	\$ 572.07	\$ 6,864.84
Public Works Offices	4 days/week	2.5	1	\$ 881.64	\$ 293.88	\$ 160.00	\$ 1,335.52	\$ 16,026.24
Membrane Building	7 days/week	3	1	\$ 1,785.00	\$ 595.00	\$ 180.00	\$ 2,560.00	\$ 30,720.00
High Service/Filter Building	7 days/week	1.25	1	\$ 449.90	\$ 149.97	\$ 105.00	\$ 704.87	\$ 8,458.44
Maint Shop/Chem Building	7 days/week	0.5	1	\$ 126.47	\$ 42.16	\$ 70.00	\$ 238.63	\$ 2,863.56
Utilities Field Office	4 days/week	4	1	\$ 1,391.63	\$ 463.88	\$ 240.00	\$ 2,095.51	\$ 25,146.12
Environmental Services Trailer	4 days/week	1.25	1	\$ 449.90	\$ 149.97	\$ 105.00	\$ 704.87	\$ 8,458.44
Code Enforcement Office Trailer	4 days/week	0.8	1	\$ 290.03	\$ 96.68	\$ 90.00	\$ 476.71	\$ 5,720.52
Reuse Water Treatment Plant	3 days/week	0.5	1	\$ 135.62	\$ 45.21	\$ 70.00	\$ 250.83	\$ 3,009.96
TOTAL							\$ 11,298.22	\$ 135,578.64

2025-2026

Group 2								
Purchasing Office	4 days/week	1.2	1	\$ 484.40	\$ 161.47	\$ 107.00	\$ 752.87	\$ 9,034.44
Air Park Tower	4 days/week	1.25	1	\$ 475.81	\$ 158.60	\$ 110.00	\$ 744.41	\$ 8,932.92
Public Works Admin & Engineering	4 days/week	1.75	1	\$ 668.81	\$ 222.94	\$ 130.00	\$ 1,021.75	\$ 12,261.00
Public Works Garage	4 days/week	1	1	\$ 379.34	\$ 126.45	\$ 105.00	\$ 610.79	\$ 7,329.48
Public Works Offices	4 days/week	2.5	1	\$ 942.23	\$ 314.08	\$ 165.00	\$ 1,421.31	\$ 17,055.72
Membrane Building	7 days/week	3	1	\$ 1,903.21	\$ 634.40	\$ 185.00	\$ 2,722.61	\$ 32,671.32
High Service/Filter Building	7 days/week	1.25	1	\$ 482.03	\$ 160.68	\$ 110.00	\$ 752.71	\$ 9,032.52
Maint Shop/Chem Building	7 days/week	0.5	1	\$ 135.50	\$ 45.17	\$ 75.00	\$ 255.67	\$ 3,068.04
Utilities Field Office	4 days/week	4	1	\$ 1,491.03	\$ 497.01	\$ 245.00	\$ 2,233.04	\$ 26,796.48
Environmental Services Trailer	4 days/week	1.25	1	\$ 482.03	\$ 160.68	\$ 110.00	\$ 752.71	\$ 9,032.52
Code Enforcement Office Trailer	4 days/week	0.8	1	\$ 310.75	\$ 103.58	\$ 95.00	\$ 509.33	\$ 6,111.96
Reuse Water Treatment Plant	3 days/week	0.5	1	\$ 145.31	\$ 48.44	\$ 75.00	\$ 268.75	\$ 3,225.00
TOTAL							\$ 12,045.95	\$ 144,551.40

2026-2027

Group 2								
Purchasing Office	4 days/week	1.2	1	\$ 500.54	\$ 166.85	\$ 112.00	\$ 779.39	\$ 9,352.68
Air Park Tower	4 days/week	1.25	1	\$ 491.67	\$ 163.89	\$ 115.00	\$ 770.56	\$ 9,246.72
Public Works Admin & Engineering	4 days/week	1.75	1	\$ 691.10	\$ 230.37	\$ 135.00	\$ 1,056.47	\$ 12,677.64
Public Works Garage	4 days/week	1	1	\$ 391.98	\$ 130.66	\$ 110.00	\$ 632.64	\$ 7,591.68
Public Works Offices	4 days/week	2.5	1	\$ 972.41	\$ 324.14	\$ 170.00	\$ 1,466.55	\$ 17,598.60
Membrane Building	7 days/week	3	1	\$ 2,020.27	\$ 673.42	\$ 190.00	\$ 2,883.69	\$ 34,604.28
High Service/Filter Building	7 days/week	1.25	1	\$ 498.10	\$ 166.03	\$ 115.00	\$ 779.13	\$ 9,349.56
Maint Shop/Chem Building	7 days/week	0.5	1	\$ 140.02	\$ 46.67	\$ 80.00	\$ 266.69	\$ 3,200.28
Utilities Field Office	4 days/week	4	1	\$ 1,540.73	\$ 513.58	\$ 250.00	\$ 2,304.31	\$ 27,651.72
Environmental Services Trailer	4 days/week	1.25	1	\$ 498.10	\$ 166.03	\$ 115.00	\$ 779.13	\$ 9,349.56
Code Enforcement Office Trailer	4 days/week	0.8	1	\$ 321.11	\$ 107.04	\$ 100.00	\$ 528.15	\$ 6,337.80
Reuse Water Treatment Plant	3 days/week	0.5	1	\$ 150.16	\$ 50.05	\$ 80.00	\$ 280.21	\$ 3,362.52
TOTAL							\$ 12,526.92	\$ 150,323.04

2027-2028

Group 2									
Purchasing Office	4 days/week	1.2	1	\$ 516.69	\$ 172.23	\$ 117.00	\$ 805.92	\$ 9,671.04	
Air Park Tower	4 days/week	1.25	1	\$ 507.53	\$ 169.18	\$ 130.00	\$ 806.71	\$ 9,680.52	
Public Works Admin & Engineering	4 days/week	1.75	1	\$ 713.39	\$ 237.80	\$ 140.00	\$ 1,091.19	\$ 13,094.28	
Public Works Garage	4 days/week	1	1	\$ 404.63	\$ 134.88	\$ 115.00	\$ 654.51	\$ 7,854.12	
Public Works Offices	4 days/week	2.5	1	\$ 1,002.51	\$ 334.17	\$ 175.00	\$ 1,511.68	\$ 18,140.16	
Membrane Building	7 days/week	3	1	\$ 2,020.27	\$ 673.42	\$ 195.00	\$ 2,888.69	\$ 34,664.28	
High Service/Filter Building	7 days/week	1.25	1	\$ 514.16	\$ 171.39	\$ 120.00	\$ 805.55	\$ 9,666.60	
Maint Shop/Chem Building	7 days/week	0.5	1	\$ 144.53	\$ 48.18	\$ 85.00	\$ 277.71	\$ 3,332.52	
Utilities Field Office	4 days/week	4	1	\$ 1,590.44	\$ 530.15	\$ 255.00	\$ 2,375.59	\$ 28,507.08	
Environmental Services Trailer	4 days/week	1.25	1	\$ 514.16	\$ 171.39	\$ 120.00	\$ 805.55	\$ 9,666.60	
Code Enforcement Office Trailer	4 days/week	0.8	1	\$ 331.46	\$ 110.49	\$ 105.00	\$ 546.95	\$ 6,563.40	
Reuse Water Treatment Plant	3 days/week	0.5	1	\$ 155.00	\$ 51.67	\$ 85.00	\$ 291.67	\$ 3,500.04	
TOTAL							\$ 12,861.72	\$ 154,340.64	

Schedule

Please see the uploaded spreadsheet in eBid for the schedule of services/tasks to be completed. These services/tasks will be completed as indicated; however, the spreadsheet is meant as an example and will be updated according to the start date. The number of personnel and work hours listed is a guide that will be adjusted as necessary. Every effort will be made to complete weekly and monthly tasks at the beginning of the week/month to account for any occurrences that may cause a delay, such as weather or department activities or events.

The quality control manager will conduct regular inspections to ensure the tasks are being completed to the RFP standard. These inspection reports will be provided to the contract administrator and facilities supervisor. Should any deficiencies be discovered by either Janitorial 5 Star Services' employees or contract personnel, they will be corrected by the next workday or sooner. All daily janitorial inspection reports will be communicated to the Contractor by 9am of the following business day as specified in the RFP.

Janitorial 5 Star Services strives to maintain a routine when it comes to personnel. We believe that a routine schedule bodes well for all parties involved. Our staff becomes familiar with all the nuances of the location and personnel; and the client sees less items looked over and security is bolstered with less turnover. One such nuance pertains to the Commission Chamber Building. This small scheduling change will be simple to maneuver around. While speed is gained when a building is without its' occupants, we will have no difficulty working around any such meeting taking place.

In the event additional services such as carpet cleaning, window cleaning, or pressure cleaning are desired, we are fully capable and prepared to take on such requests. As previously noted, our company is currently providing pressure cleaning services to the city.

SHIFT WORK Calendar

[illegible]

1. City of Pompano Beach, 100 W. Atlantic Blvd Pompano Beach, FL 33060
 - a. Contact Person: Kate Belcher; Kate.Belcher@copbfl.com; 954-786-4575
 - b. Dates of Service: Since 2020 – present
 - c. Scope of services provided: pressure cleaning (parks, pier, buildings, amphitheater), floor cleaning (tile), bathroom cleaning.
2. Whiting and Turner, Pompano Beach sites serviced
 - a. Office location: 1901 W. Cypress Creek Rd Suite 101 Fort Lauderdale, FL 33309
 - b. Contact Person: Dee Lamb; dee.lamb@whiting-turner.com; 561-718-0596
 - c. Dates of Service: Since 2019 – present
 - d. Scope of services provided: pressure cleaning, office cleaning, and lawn maintenance.
3. Brookstone Construction, Pompano Beach sites serviced
 - a. Office location: 2100 Hollywood Blvd Hollywood, FL 33020
 - b. Contact Person: Gary Slaton; gary.slaton@cornerstonegrp.com; 305-219-0645
 - c. Date of Service: Since 2021 – present
 - d. Scope of services provided: office cleaning and post construction cleaning.

Local Business

Janitorial 5 Star Services is a Tier 1 local vendor. We maintain a permanent place of business within the city limits. Our staffing level is above 10%. We are CBE/SBE/MBE certified as well. The required form Exhibit A and the Tier1/Tier 2 Compliance Form were completed and uploaded to eBid.

As a local business coupled with our drive to support our fellow Pompano residents, we will primarily staff each site with our local staff. Consideration for additional staffing needs would come from referrals, local organizations, churches, or the current site (employee must be in good standing).

Litigation

No litigation or regulatory action has been filed against Janitorial 5 Star Services.

City Forms

See attached City Forms:

1. Proposer Information Page
2. Background Check Affidavit
3. Local Business Exhibit "A" (Local Business Participation Form)
4. Tier 1/Tier 2 Compliance Form
5. Qualification of Bidders

Solicitation Number & Title: E-24-23 Janitorial Services Prime Contractor's Name: Janitorial 5 Star Services

[illegible]

LOCAL BUSINESS EXHIBIT "A"

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

X 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.

08/02/2023
(Date)

Janitorial 5 Star Services
(Name of Firm)

BY: Kiri Debel, CEO
(Name)



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-24-23
Janitorial Services**

**MANDATORY PRE-PROPOSAL CONFERENCE:
July 13, 2023, 2:00 P.M. (Local)
Commission Chambers
100 W Atlantic Blvd.
Pompano Beach, FL 33060**

**OPENING: August 3, 2023, 2:00:00 P.M.
Virtual Zoom Meeting
For access go to:**

<https://pompanobeachfl.gov/pages/meetings>

July 6, 2023

CITY OF POMPANO BEACH, FLORIDA

**REQUEST FOR PROPOSALS
E-24-23****JANITORIAL SERVICES**

The City of Pompano Beach (City) is seeking Proposals from qualified companies 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), August 3, 2023**. 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 will be held on **July 13, 2023 at 2:00 P.M. (local)** in the Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060. Site visits of the City Buildings will follow the pre-proposal conference. Proposals will not be accepted from companies that do not attend the pre-proposal conference. Proposers are strongly recommended to arrive early, as the sign-in period shall end at the commencement of the site visits.

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 scope of services 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 scope of services 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, recycling containers and other waste containers inside buildings, replacing liners daily. Waste baskets should have a clean appearance with no odor.
- b. Empty all outside trash containers and replace liners in containers as necessary. Trash containers shall have a clean appearance with no drips, smudges or residue on tops or sides or bottom.
- c. Clean and service sand urns inside and outside of locations.
- d. Clean entry doors and glass (including windows). Door frames and glass shall have a clean streak free appearance.
- e. Sweep outside entrance areas (under overhang) on northeast (main) entrance of Commission chambers, and north and south entrances to City Hall. All entrances shall have a neat, clean, litter free, stain free appearance.
- f. Pick up all trash in stairwells. All stairwells shall be swept daily, and have a clean stain free appearance, including railings and baseboards.
- g. Remove trash and recycle items from building and deposit in designated containers. Any drips, leaks or debris resulting from moving the trash and recycling shall be cleaned immediately. This applies to interior and exterior surfaces.

- h. Sweep, vacuum and/or dust mop all floors. Damp mop ceramic tile floors with clean water and a clean mop. Corners and baseboards shall be clean and without dirt buildup.
- i. Vacuum all carpeted areas, including floor mats with appropriate equipment. Obvious spots, spills or stains can be hand blotted until spot cleaning equipment can be arranged. All vacuums shall have HEPA filters and be well maintained.
- 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.) All horizontal surfaces shall be streak free and free of dust.
- l. Thoroughly clean all urinals, toilets and sinks and damp mop all floor areas with a clean mop. Bathroom cleaning tools shall not cross contaminate surfaces outside of the restrooms. Clean mirrors, bright metal and all dispensers. No fixtures (flushometers, faucets, etc.) shall be cleaned with caustic substances as to affect their appearances.
- m. Clean and disinfect all shower stalls.
- n. Fill all paper towel dispensers, toilet tissue holders ~~and~~ soap dispensers, and hand sanitizers. All dispensers shall be wiped down and have a clean appearance.
- o. Wipe off tile edgings in restrooms.
- p. Clean and disinfect all drinking fountains. All drinking fountains shall be clean, streak free and without any mineral buildups.
- q. Thoroughly clean ~~any~~ all kitchen and snack areas, including counters, floors, and sinks. Exteriors of all refrigerators shall have a clean, streak free appearance.
- r. Clean and polish with appropriate cleaner all tabletops and counter fronts & tops in public areas and conference rooms.
- s. Clean all ~~glass~~ doors and partitions in public areas removing fingerprints, etc. All doors, painted, glass or wood shall be free of dirt, smudges, tape or tape residue and have a clean, streak free appearance. Tape and tape residue shall be removed in such a manner as to not damage or scratch the surfaces.
- t. Spot clean walls and woodwork to remove soiled areas. All walls and baseboards shall have a clean, stain free appearance.
- u. Clean and polish bright metal, including door kick-plates.
- v. Mop elevator floors with clean mop, clean elevator walls and panel board, and vacuum elevator floors. Elevator doors shall have a clean, uniform shine and be free of any tape or tape residue. Tape and tape residue shall be removed in such a manner as to not damage or scratch the surfaces. Elevator door sills shall be free of dust and debris and have a uniform, clean appearance.
- w. Maintain all janitor closets or storage areas in a clean and orderly manner. Dust mops, wet mops and cleaning cloths shall be cleaned daily. All OSHA guidelines must be followed at all times.
- x. Notify Facilities Supervisor of any irregularities noted during servicing, such as defective plumbing fixtures, doors left unlocked, lights left on, shortages of restroom supplies, etc.

- y. Turn off lights. Close and lock windows and lock all entrance doors.

2. SERVICES TO BE PERFORMED WEEKLY

- a. Clean all glass, cloth and hard surfaced partitions of interior offices, with appropriate industry techniques.
- b. Dust and wipe exposed air conditioner grills and surrounding areas, as well as all other grills.
- c. Remove all floor mats and rugs and clean all floor areas. Floor surfaces shall not be noticeably different under the floor mats or rugs. Mats and rugs shall be cleaned and vacuumed prior to returning to the floor.
- d. Dust exposed book stacks.
- e. Sweep and dust supply, record and storage rooms.
- f. Clean and disinfect all telephone instruments.
- g. Wash and disinfect toilet and urinal partitions and all wall areas in restrooms.
- h. Check carpets and spot clean as needed with commercial spot cleaning equipment.
- i. Check upholstered furniture and spot clean as needed with commercial spot cleaning equipment.

3. SERVICES TO BE PERFORMED MONTHLY

- a. Vacuum upholstered furniture.
- b. Dust and polish furniture with industry acceptable practices.
- c. Clean/dust picture frames and wash glass, if any. Wash bookcase and clock face glass. Clean/dust mounted TV screens with microfiber cloth and industry accepted cleaner.
- d. Clean all electric switch plate covers.
- e. Dust stack area, including books, as well as open shelving. Shelving shall be free of dust build up and staining.
- f. Sweep floor area in air conditioning and equipment rooms.
- g. Thoroughly clean stairwells as directed including the removal of dust from all pipes, handrails, and handrail mounts.
- h. Clean venetian/vertical blinds.
- i. Clean exteriors, fronts, sides and tops of all lockers.
- j. Machine scrub, wax and machine polish all hard floor surfaces. Remove any gum or other residue in exterior or interior surfaces. Clean ceramic tile floors with clean water and a cleaning agent designed for use with ceramic tile. Records of the hard surface floor cleaning shall be maintained and be available upon request.

**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 (2023- 2024)	Annual Cost (2024- 2025)	Annual Cost (2025- 2026)	Annual Cost (2026- 2027)	Annual Cost (2027- 2028)
2	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	\$_____	\$_____	\$_____	\$_____	\$_____
3	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	\$_____	\$_____	\$_____	\$_____	\$_____
4	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	\$_____	\$_____	\$_____	\$_____	\$_____
5	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	\$_____	\$_____	\$_____	\$_____	\$_____

6	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.).	7,208	\$_____	\$_____	\$_____	\$_____	\$_____
7	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.	2,243	\$_____	\$_____	\$_____	\$_____	\$_____
8	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.	1,500	\$_____	\$_____	\$_____	\$_____	\$_____
9	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.	2,736	\$_____	\$_____	\$_____	\$_____	\$_____
Total Monthly Amount for Group 1		74,387	\$_____	\$_____	\$_____	\$_____	\$_____

BID LINE ITEM PRICING MUST BE SUBMITTED ELECTRONICALLY USING THE CITY'S EBID SYSTEM.							
<u>GROUP 2</u>							
Line Item	Public Works, Utilities and Air Park	Est. Sq. Ft.	Annual Cost (2023-2024)	Annual Cost (2024-2025)	Annual Cost (2025-2026)	Annual Cost (2026-2027)	Annual Cost (2027-2028)
11	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 pm. and 6:00 p.m.	2,000	\$_____	\$_____	\$_____	\$_____	\$_____
12	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	\$_____	\$_____	\$_____	\$_____	\$_____
13	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	\$_____	\$_____	\$_____	\$_____	\$_____
14	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	\$_____	\$_____	\$_____	\$_____	\$_____

15	Public Works Offices 1190 N.E. 3rd Avenue, Building B. Description: West end of the building consists of an Office Areas, 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 offices, and (3) restrooms. Services to be performed Monday through Thursday between 5:30 p.m. and 8:00 a.m.	8,750	\$_____	\$_____	\$_____	\$_____	\$_____
16	Membrane Building: 1205 N.E. 5th Avenue, Pompano Beach, Florida, 33060.	8,637	\$_____	\$_____	\$_____	\$_____	\$_____
	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 Seven (7) days a week from 7am-2pm.						
17	High Service/Filter Building: 301 N.E. 12th Street Pompano Beach, Florida, 33060.	2,597	\$_____	\$_____	\$_____	\$_____	\$_____
	Description: First Floor: Hallway (leading to) Lunchroom, Kitchen, Restroom (3) Break Room.						
	Second Floor: Office Areas and Vestibule, Hallways, Computer Training Area, Conference Room and Restrooms (2), Stairs to First Floor, Entry Door at Second Level. Services to be performed Mon.-Fri. 7am-3:30pm.						
18	Maintenance Shop/Chemical Building: Next to 1205 N.E. 5th Avenue, Pompano Beach, Florida, 33060	1,794	\$_____	\$_____	\$_____	\$_____	\$_____
	Description: First Floor: Restrooms (2) Locker Room, Shower, Control Room, Lunch Room Area						

	Second Floor: Supervisor's Office. Services to be performed Mon.-Fri. 7:00 am-3:30pm.						
19	Utilities Field Office: 1201 NE 3rd Avenue, Pompano Beach, Florida, 33060.	6,809	\$_____	\$_____	\$_____	\$_____	\$_____
	Description: Restrooms (4), Locker room (2), Breakroom. Services to be performed Monday-Thursday 7:30 am-3:30						
20	Environmental Services Offices 1190 NE 3rd Avenue Trailers, Pompano Beach, FL. 33060	2,601	\$_____	\$_____	\$_____	\$_____	\$_____
	Description: Restrooms (4), Offices, (7), Kitchenette, Lunch Room Area. Services to be performed Monday-Thursday after 5pm						
21	Code Enforcement Offices 1190 NE 3rd Avenue Trailers, Pompano Beach, FL. 33060	2,601	\$_____	\$_____	\$_____	\$_____	\$_____
	Description: Restrooms (2), Offices, (3). Services to be performed Monday-Thursday after 5pm						
22	Reuse Water Treatment Plant: 1799 North Federal Highway, Pompano Beach, Florida, 33060.	2,017	\$_____	\$_____	\$_____	\$_____	\$_____
	Description: Restroom (1), Control room, Laboratory and Hallways.						
	Services to be performed Monday/Wednesday/Friday Between 7:30 a.m. and 2:30 p.m.						
	NOTE: Due to security issues, cleaning may only be performed Seven (7) Days a week 7am-2:30pm						
Monthly Total for Group 2		51,719	\$_____	\$_____	\$_____	\$_____	\$_____

C. Qualifications

Proposals shall be considered only from companies that have been engaged in providing services similar (in size and scope) 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 Scope of Services 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.

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. All materials, methods and equipment shall meet current OSHA standards as applicable. Prior to commencement of service, Material Safety Data Sheets (MSDS) for all chemicals shall be provided to the Facilities Supervisor.

NOTE: Paper towels, toilet tissue, hand soap, hand sanitizer 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/her absence, and shall be fully qualified to implement the contract scope of services.

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 Facilities Supervisor, 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, 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, but not limited to: 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 Facilities Supervisor or his/her designee in writing and pre-approved. 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.

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. Scope of services are minimums.

For all hard surface floors (concrete, terrazzo, tile, vinyl composite tile, etc.) the following shall be done at the intervals specified: floors will be thoroughly washed using a commercially acceptable ~~of~~ floor (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. The Contractor is responsible for maintaining a clean inventory of mops. Restroom mops may not be used on any other floor surfaces. Baseboards shall have a clean, streak free surface, free of any mopping residue.

~~Carpets are to be spot-cleaned as necessary, at least weekly. Deep carpet cleaning must be performed by extraction machines at the intervals specified; surface shampooing or bonneting is not acceptable. Carpet dryers must be used, post extraction to assist in drying. Contractor should provide references for prior carpet cleaning services.~~

K. Quality Control

The monitoring of the Contractor's performance is vested in the Facilities Supervisor. 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 Facilities Supervisor. Disputes between the Facilities Supervisor and the Contractor shall be resolved by the Purchasing Division of the General Services Department.

L. Penalty Schedule/Deductions

The Facilities Supervisor or his/her designee will perform inspections of each area to ascertain compliance to the scope of services. 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 services as scheduled in the scope of services, 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 Facilities Supervisor 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 scope of services, whether it is to be performed daily, weekly, or monthly. 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 Facilities Supervisor 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 for the City's prior approval showing the new information or personnel, including background checks, via e-mail to the Facilities Supervisor or designee prior to effecting the change. Failure to notify the Facilities Supervisor 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 Facilities Supervisor, 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 Facilities Supervisor after notice of solicitation award. Keys will be signed for by the Contractor's designee. The Contractor shall be responsible for returning or surrendering the keys at the request of the City. 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 Facilities Supervisor, 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 Facilities Supervisor, 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 Contract.

O. Sample Contract Form

By submitting a Proposal, the Proposer agrees, if awarded the solicitation, to enter into a contract with City using the City's sample Contract form. See sample Contract 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 Facilities Supervisor assigned to the contract.

Q. Method of Award

The intent of the Solicitation is to select the two (2) most qualified companies, 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 (4) 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 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 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 solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City’s website, and locate local companies that are available to perform the work required by the RFP scope of services. 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 companies 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:

1. 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.
2. 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.

3. 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 company, 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:

Three (3) 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 company'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 scope of services 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 Contract.

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

Type of Insurance		Limits of Liability	
GENERAL LIABILITY:		Per Occurrence	Aggregate
* 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	
—	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	
—	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

—	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

—	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 the Contract shall survive the termination or expiration of the Contract 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
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- ___ 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 Contract and for not less than four (4) years after termination/completion of the Contract.
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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 Contract, 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 company(ies). The Committee will present their findings to the City Commission. Proposals will be evaluated using the following criteria:

Criteria

1	Relevant experience and qualifications with similar projects	0-40	_____
	Longevity of business organization. Experience with other contracts of a similar type 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. Key personnel Experience. <u>Note:</u> The Committee may solicit information from previous clients, including the City, relevant information concerning the Proposer's record of past performance.		
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 Company (Tie-breaker) - In the event of a tie, the company with the lowest value of work as a prime contractor on City projects within the last five years will receive the higher ranking, the company 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 company should submit documentation that evidences the company’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 company 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 companies deemed to be the most highly qualified to perform the service. If three or less companies 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 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 company 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 companies that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of companies.

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 company will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the company shall be by employees of the company and subject to supervision by the company, 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 company.

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, or reject and resolicit, 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 company. 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 company(ies) 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 scope of services and to conform to the requirements of said legislation.

8. Familiarity with Laws

It is assumed the selected company(ies) 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 company will in no way relieve the company from responsibility.

9. Withdrawal Of Proposals

A company 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

Companies 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.

Online Questions & Answers

Event Information

Number: E-24-23 Addendum 2
Title: Janitorial Services
Type: Request for Proposals
Issue Date: 7/6/2023
Question Deadline: 7/27/2023 12:00 AM (ET)
Response Deadline: 8/3/2023 02:00 PM (ET)
Notes:

The City of Pompano Beach (City) is seeking Proposals from qualified companies 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), August 3, 2023**. 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

Published Questions

Question: Is subcontracting required or may we hire directly in the Pompano Beach area?

Answer: The local 10% requirement may be met by sub-contracting, hiring Pompano Beach residents, renting equipment, or purchasing supplies.

Asked: 7/26/2023 01:08 PM (ET)

Question: Carpet cleaning is defined under the scope other than spot cleaning as weekly. Can you clarify it?

Answer: All carpet cleaning except for spot cleaning has been removed from this RFP. Refer to E-24-23 Janitorial Services (Final Revision).

Asked: 7/26/2023 01:06 PM (ET)

Question: Do you have anchors on the roof, or will we need to have lift to get the exterior windows washed?

Answer: There are no anchors. The awarded proposer must procure a lift.

Asked: 7/26/2023 01:06 PM (ET)

Question: Initial heavy-duty cleaning, interior and exterior window washing do you want that as part of our overall cost or can we quote separately?

Answer: Interior and exterior window washing will be requested separately at a later date. As a part of Addendum - 2, the entirety of section I Initial Cleaning Requirements is struck-through and is no longer a part of this RFP. Refer to E-24-23 Janitorial Services (Final Revision).

Asked: 7/26/2023 01:05 PM (ET)

Question: May we have a complete bid tabulation with all the bidder's proposals for the past bid?

Answer: This solicitation is not an invitation to bid, but a request for proposals. As such, there is no bid tabulation or presumptive award to the lowest bidder. As a part of Addendum - 2, the proposals for the previous RFP (E-20-21 Submittals) are available on the attachments tab.

Asked: 7/26/2023 12:58 PM (ET)

Question: What is the current contract value of these services?

Answer: As a part of Addendum - 2, the current contract (Resolution 2023-19_Contract 1639) is available on the Attachments' tab.

Asked: 7/26/2023 11:45 AM (ET)

Question: Is the custodial staff meant to stay at their locations for the full duration of serviceable hours, or are the service times stated in the RFP meant to represent the hours the facilities will be accessible to custodial staff? I.E. page 9 of the RFP states that services are to be performed at the Utilities Field Office M-TH from 7:30am-3:30pm; should the custodial staff stay at Utilities Field Office for all hours between 7:30am-3:30pm, or are they only permitted to clean that facility during those hours?

Answer: They are only permitted to clean that facility during those hours.

Asked: 7/26/2023 11:44 AM (ET)

Question: Please confirm that the first floor of the Maintenance Shop/Chemical Building and the first floor of the High Service/Filter Building should both be serviced 7 days a week from 7am-3:30pm per pages 8-9 of the RFP.

Answer: This area shall be serviced 5 days per week Monday through Friday from 7:30am-3:30pm

Asked: 7/26/2023 11:44 AM (ET)

Question: Could you please confirm that the first floor of the Membrane Building should be serviced 7 days a week from 7am-2pm per page 8 of the RFP?

Answer: This area shall be serviced 5 days per week Monday through Friday from 7:30am-3:30pm

Asked: 7/26/2023 11:44 AM (ET)

Question: Item J of the RFP indicates deep carpet cleaning is performed at the intervals specified, however these intervals are not specified in the scope of work. How often is carpet extraction to be performed under the scope of work?

Answer: As a part of Addendum - 2, all except the beginning sentence of the last paragraph of section J Floor Maintenance is struck-through and is no longer a part of this RFP. Refer to E-24-23 Janitorial Services (Final Revision).

Asked: 7/26/2023 11:44 AM (ET)

Question: Are the initial cleaning requirements (item I) considered to be part of the base bid price, or will the awarded vendor submit a price for these services following contract award?

Answer: As a part of Addendum - 2, the entirety of section I Initial Cleaning Requirements is struck-through and is no longer a part of this RFP. Refer to E-24-23 Janitorial Services (Final Revision).

Asked: 7/26/2023 11:43 AM (ET)

Question: Will the City be requesting any floor care work?

Answer: No, not in this RFP. Floor care work will be requested separately at a later date.

Asked: 7/26/2023 11:43 AM (ET)

Question: Was attendance at all locations for the site visits mandatory?

Answer: No. The only mandatory meeting was the pre-proposal conference.

Asked: 7/26/2023 11:43 AM (ET)

Question: can we have the last complete detailed bid awarded package?

Answer: As a part of Addendum - 1, "Sunshine Cleaning Systems City of Pompano Beach Proposal Submission" has been added to the Attachments" tab.

Asked: 7/19/2023 09:38 PM (ET)

Question: can one bid only on one single group and not both?

Answer: Yes.

Asked: 7/19/2023 09:30 PM (ET)

Question: Can a company not from Broward County participate?

Answer: Yes.

Asked: 7/19/2023 09:29 PM (ET)

Question: Is there a performance or bid bond associated with this solicitation?

Answer: No.

Asked: 7/19/2023 11:24 AM (ET)

Question: May we have a copy of the vendor invoices for the past 6-12 months?

Answer: As a part of Addendum - 1, "Sunshine Cleaning Systems Invoices-6 Months" has been added to the Attachments" tab.

Asked: 7/19/2023 11:24 AM (ET)

Question: May we use our in-house Maryland notary for notarized documents?

Answer: No.

Asked: 7/19/2023 11:23 AM (ET)

Question: Is this solicitation associated with a union?

Answer: No.

Asked: 7/19/2023 11:23 AM (ET)

Question: What is the annual budget for the services outlined in the solicitation document?

Answer: No budget has been established.

Asked: 7/19/2023 11:22 AM (ET)

Question: Are any services being subcontracted under the current agreement?

Answer: Yes, the local Pompano Beach Business requirement may be satisfied by service, supplies, or equipment sub-contracting.

Asked: 7/19/2023 11:22 AM (ET)

Question: Who is the current janitorial service contractor?

Answer: Sunshine Cleaning Systems, Inc.

Asked: 7/19/2023 11:21 AM (ET)

Question: What is the current janitorial service monthly cost?

Answer: As a part of Addendum - 1, "Sunshine Cleaning Systems Invoices-6 Months" has been added to the Attachments" tab.

Asked: 7/19/2023 11:21 AM (ET)

Question: The RFP mentions quarterly and semi-annual cleaning but the services to be performed only has daily, weekly, and monthly services. Was this left off in error or are daily, weekly, and monthly the only frequency to be scheduled?

Answer: References to quarterly and semi-annual cleanings have been removed from this RFP.

Asked: 7/16/2023 06:17 PM (ET)
