



Finance and Administrative Services Department

**PURCHASING DIVISION**

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

DATE: March 8, 2022

TO: Evaluation Committee Members

FROM: Michelle Lemire, Purchasing Agent **MICHELLE LEMIRE** Digitally signed by MICHELLE LEMIRE  
Date: 2022.03.08 16:28:52 -05'00'

SUBJECT: Reconvening of Evaluation Committee  
Request for Proposals (RFP) No. BLD2121632P1 Janitorial Services-  
County Facilities

On February 22, 2022 (Item No. 51), the Board approved a motion referring the above solicitation back to staff for a determination as to responsiveness and responsibility of vendors. The basis for the Board's referral back to staff was to assess whether the responses submitted were "materially unbalanced" under the Procurement Code. The Board also requested a determination whether the discrepancy between the pricing on Janitorial 5 Star Services ("5 Star") Periscope S2G Item Response Form and the pricing on its Price Sheets could be waived, so that 5 Star could be ranked based upon the prices submitted on its Price Sheets.

Based on Board's direction, the responses have been evaluated by the Purchasing Division with assistance from Facilities Management Division and in consultation with the County Attorney's Office to determine if the responses are materially unbalanced or mathematically unbalanced, pursuant to Section 21.41(d) of the Procurement Code. Please refer to attached memo from the Director of Purchasing dated March 08, 2022 that provides more detailed information on the issue of responsiveness.

The purpose of this reconvened evaluation committee meeting is to determine the vendors' responsiveness to the requirements of the RFP, recalculate scores, revise points computation and re-rank vendors.

Attachment:

- 1) Reconvened Evaluation Committee Meeting Regarding Responsiveness from Director of Purchasing dated March 08, 2022.



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**PURCHASING DIVISION**

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DATE: March 8, 2022

TO: Evaluation Committee Members

FROM: Robert E. Gleason, Director of Purchasing

SUBJECT: Reconvened Evaluation Committee Meeting Regarding Responsiveness  
RFP No. BLD2121632P1, Janitorial Services – County Facilities, Agreements No. 1-14  
Twenty-three Submittals

Robert  
Gleason

Digitally signed by  
Robert Gleason  
Date: 2022.03.08  
16:31:54 -05'00'

REFERENCE: Procurement Code, Section 21.40 (a), Determination of Responsiveness

Background

On April 6, 2021 (Item No. 85), the Board approved Request for Proposals (“RFP”) No. BLD2121632P1, Janitorial Services - County Facilities for the Facilities Management Division (“FMD”). On April 7, 2021, the RFP was advertised. On May 26, 2021 the solicitation opened and yielded 23 submittals.

In accordance with the Periscope S2G (“Periscope”) RFP document “Vendors are required to enter two (2) year Grand Total - Whole Group (Total 1 + Total 2) in the Unit Price Line. This line should match the Grand Total on the Price Sheets.” Additionally, the document also instructed vendors that they “...must fill out and submit Price Sheets, attached as a separate file. Failure to submit pricing for all line items in Periscope and the attached Price Sheets for an agreement will deem the Vendor non-responsive.”

The RFP specifically provided that if there were any discrepancies between the Periscope Item Response Form and the Price Sheets submitted, the vendor would be held to the price proposed on the Periscope Item Response Form. The RFP also provided that if there were any discrepancy between the Periscope Item Response Form and the Price Sheets that required a change to the Periscope Item Response Form, that vendor would be deemed nonresponsive.

On October 27, 2021, the Purchasing Division issued a memorandum waiving nonsubstantive technicalities and irregularities in the Price Sheets submitted by eleven vendors<sup>1</sup>. These matters were waived pursuant to Section 21.41(d) of the Procurement

<sup>1</sup> 1 Lee Support Services Inc., ALJ Services LLC, Amer-Plus Janitorial Maintenance LLC, Ann's Janitorial Services, Inc., Comet Cleaning Systems Inc., Dammel Cleaning Enterprise, Inc. D/B/A Palm Beach & Broward Building Maintenance, I&G Cleaning Incorporated, Janitorial 5 Star Services LLC, MCJ Professional Cleaning Services, Corp., Selek Engineering Consultants and Associates Corporation, Triangle Services of Florida, Inc.

Broward County Board of County Commissioners

Torey Alston • Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Jared E. Moskowitz • Nan H. Rich • Tim Ryan • Michael Udine  
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Code because they did not require a change to the prices submitted by these vendors in their Periscope Item Response Forms.

On November 10, 2021, the Director of Purchasing 48 Hour Memorandum was sent to proposers, giving them the opportunity to make explanation of deficiencies noted in the memoranda or attachments concerning their firm within 48 hours.

On November 15, 2021, in response to the Director of Purchasing 48 Hour Memorandum, 5 Star provided written explanation of the differences noted in the Wavier of Technicalities Memorandum and provided revised pricing for each agreement. However, while the Director of Purchasing waived minor technicalities or irregularities in price sheets, the discrepancies between the Periscope Item Response Forms and the Price Sheets are not minor technicalities or irregularities that can be waived because doing so would “directly or indirectly affect the dollar amount submitted by the vendor in its response” per Section 21.37(c)(5) of the Procurement Code.

On December 2, 2021, an initial Evaluation Committee meeting was held to determine responsiveness and responsibility of the 23 proposing firms, which resulted in 19 firms being determined responsive and responsible to the requirements of the RFP.

On January 4 and 5, 2022, a final Evaluation Committee meeting was held to hear presentations, score, and rank these 19 firms. During this meeting, after being questioned about their pricing, Janitorial 5 Star Services LLC (“5 Star”) acknowledged that the pricing entered in Periscope was for one year of services and stated “...we understand that the error, it was an error, and now that is the amount we would be held to. We understand that. What he is saying is that our standards of cleaning will not change, and we will honor that amount and continue on with services and the quality that we provide.” This resulted in 5 Star receiving the highest score and number one ranking for 12 of the 14 agreements, and ALJ Janitorial Services LLC (“ALJ”) receiving the highest score and number one ranking for the remaining two agreements. Notably, the prices on 5 Star’s Periscope Item Response Forms were approximately 50% lower than the prices listed on their Pricing Sheets, and significantly lower than all other vendors. ALJ subsequently withdrew their responses to the agreements to which they were the lowest bidder.

#### Objection and Cone of Silence Letters Received

On January 18, 2022, the Purchasing Division received a (premature) objection letter from I&G Cleaning (“I&G”) contesting the 30 points allocated to 5 Star and ALJ for pricing on the ground that their responses were not entitled to the maximum points for pricing because their bids were unbalanced. I&G also argued that 5 Star and ALJ only provided pricing for one year of services, instead of the two years required by the RFP. Ranking Recommendations for the RFP were not publicly posted when Purchasing received the objection letter, therefore the letter is considered a premature objection.

On January 19, 2022, the Purchasing Division received a (premature) objection letter from McKenzie's Cleaning ("McKenzie's") contesting the 30 points allocated to 5 Star for pricing. McKenzie's argued that 5 Star was not entitled to the maximum points because their bid pricing only covered one year of services instead of the two years required by the RFP. Ranking Recommendations for the RFP were not publicly posted when Purchasing received the objection letter, therefore the letter is considered a premature objection.

On January 24, 2022, the Purchasing Division received a (premature) objection letter from Becker & Poliakoff on behalf of their client Sunshine Cleaning Systems, Inc. ("Sunshine") arguing that 5 Star should not have been deemed responsive or responsible because their proposals failed to meet the requirements of the County's Living Wage Ordinance and were materially and mathematically unbalanced. Ranking Recommendations for the RFP were not publicly posted when Purchasing received the objection letter, therefore the letter is considered a premature objection.

On February 17, 2022, the Purchasing Division received a Cone of Silence communication from LSN Partners on behalf of their client Sunshine concurring with the content of the January 24, 2022 communication from Becker & Poliakoff on behalf of their client Sunshine.

On February 18, 2022, the Purchasing Division received a Cone of Silence communication from Shutts & Bowen LLP on behalf of their client Chi-Ada Corporation ("Chi-Ada") supporting the reissuance of a new solicitation with revised CBE Participation Requirements.

On February 18, 2022, the Purchasing Division received a Cone of Silence communication from Minority Builders Coalition asserting that 5 Star met all requirements of the solicitation and should be awarded the agreements for which it was the lowest bidder, or if the agreements are not going to be awarded to 5 Star at this time, a fair process should be started over.

On February 22, 2022 (Item No. 51), the Board approved a motion referring the solicitation back to staff for a determination as to responsiveness and responsibility of vendors. The basis for the Board's referral back to staff was to assess whether the responses submitted were "materially unbalanced" under the Procurement Code. The Board also requested a determination whether the discrepancy between the pricing on 5 Star's PeriscopeSG2 Item Response Form and the pricing on its Price Sheets could be waived, so that 5 Star could be ranked based upon the prices submitted on its Price Sheets.

On March 3, 2022, the Purchasing Division received a Cone of Silence communication from Becker & Poliakoff on behalf of their client Sunshine Cleaning stating that 5 Star and I&G should not have been deemed responsive or responsible because vendors were bound to the prices submitted on the Periscope Item Response Form and those prices

were mathematically unbalanced and requests that the proposers be rescored and reranked with 5 Star and I&G removed from contention for award.

### Unbalanced Bid Analysis

Section 21.41(d) of the Procurement Code<sup>2</sup> states, in relevant part, as follows:

*“Unbalanced Responses.* A response that offers lump sum or unit pricing that deviates significantly from the County's estimate of pricing or estimated utilization of the goods or services being procured shall be evaluated by the Purchasing Division, with assistance from the Using Agency, to determine if it is materially unbalanced or mathematically unbalanced. The Director of Purchasing may determine a materially unbalanced response to be nonresponsive. A solicitation may be awarded to a vendor who submits a mathematically unbalanced response, provided that the Director of Purchasing documents the justification for the award.”

Section 21.94 of the Procurement Code defines a “materially unbalanced response” and a “mathematically unbalanced response” as the following:

*“Materially Unbalanced Response* means a response to a solicitation that, in the best judgment of the Director of Purchasing and the Using Agency, creates a reasonable doubt that award to the vendor who submits such a response will result in the lowest ultimate cost to the County, or which is so mathematically unbalanced that it would require an advance payment by the County.”

*“Mathematically Unbalanced Response* means a response to a solicitation that contains a lump sum or unit bid for items that, in the best judgment of the Director of Purchasing and the Using Agency, does not reflect reasonable actual costs plus a reasonable proportionate share of the vendor's anticipated profit, overhead costs, and other indirect costs.”

After additional consultation, the Purchasing Division and the Facilities Management Division determined that if a vendor's pricing was more than 25% lower than the value of a contract (as estimated by the Facilities Management Division), it should be deemed mathematically unbalanced. This 25% deviation from the estimated contract value was applied because it was determined that any pricing below that threshold would not “reflect reasonable actual costs plus a reasonable proportionate share of the vendor's anticipated profit, overhead costs, and other indirect costs.” Similarly, it was determined that awarding a contract to a vendor who submitted pricing lower than 25% from the estimated contract value would be materially unbalanced because it would not be expected to result in “the lowest ultimate cost to the County” and/or would be “so mathematically unbalanced that it would require an advance payment by the County.”

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<sup>2</sup> Under Section 21.42(a), this provision applies to RFPs.

Under Section 21.41(d) of the Procurement Code,<sup>3</sup> a materially unbalanced response may be deemed by the Director or Purchasing Director to be nonresponsive to a solicitation, and a mathematically unbalanced response may be awarded to a vendor only if the Director of Purchasing documents justification for such an award. Using the 25% threshold, the Director of Purchasing has determined that the firms listed in the Recommendations below submitted materially unbalanced bids and are therefore nonresponsive to the RFP. Furthermore, these same vendors have submitted mathematically unbalanced bids, and the Director of Purchasing is unable to find that contracts should be awarded to these vendors.

#### Waiver of Periscope Pricing

Section 21.37(c) of the Procurement Code provides that “[I]f the Director of Purchasing makes all of the following five (5) written findings regarding a particular response to a solicitation, the Director of Purchasing shall grant a waiver of a technicality or irregularity affecting responsiveness:

- (1) A waiver would not deprive the County of its assurance that the contract will be entered into, performed, and guaranteed according to its specified requirements;
- (2) A waiver would not adversely affect competition by providing one vendor with a competitive advantage over another vendor or otherwise restrict competition;
- (3) A waiver would not create the appearance of favoritism or impropriety;
- (4) A waiver would not violate a requirement mandated by another governmental agency or grant-making institution, as applicable, that is providing funds for the solicitation in question; and
- (5) A waiver would not directly or indirectly affect the dollar amount submitted by the vendor in its response, except as provided in Section 21.41(a) regarding corrections of mathematical errors.”

The RFP specifically stated that if there were any discrepancies between the Periscope Item Response Form and the Price Sheets submitted, the vendor shall be held to the price proposed on the Periscope Item Response Form, and that if a vendor required a change to its Periscope Item Response Form, that vendor would be deemed nonresponsive.

The Board requested a determination whether the discrepancy between the pricing on Janitorial 5 Star Services Periscope Item Response Form and the pricing on its Price Sheets could be waived, so that 5 Star could be ranked based upon the prices submitted on its Price Sheets.

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<sup>3</sup> Under Section 21.42(a), this provision applies to RFPs.

The Director of Purchasing has determined that, based on Section 21.37(c)(5) of the Procurement Code, the discrepancy between the pricing on 5 Star's Periscope Item Response Form and its Price Sheet pricing is not a minor technicality or irregularity that should be waived because doing so would "directly or indirectly affect the dollar amount submitted by the vendor in its response."

### **Recommendations**

Based on the foregoing, and pursuant to Section 21.41(d) of the Procurement Code, the following vendors are deemed to be nonresponsive to pricing by the Director of Purchasing for each agreement identified below. In addition, the Director of Purchasing has determined the responses submitted by these vendors are mathematically unbalanced and not recommended for award.

#### **Agreement 1:**

Janitorial 5 Star Services, LLC

#### **Agreement 2:**

1 Lee Support Services Inc.  
Ann's Janitorial Services, Inc.  
Comet Cleaning Systems Inc.  
I&G Cleaning Incorporated  
Janitorial 5 Star Services, LLC  
MCJ Professional Cleaning Services, Corp.  
McKenzie's Cleaning Inc.  
U-4 Global Enterprises Inc.

#### **Agreement 3:**

Janitorial 5 Star Services, LLC

#### **Agreement 4:**

I&G Cleaning Incorporated  
Janitorial 5 Star Services, LLC

#### **Agreement 5:**

I&G Cleaning Incorporated  
Janitorial 5 Star Services, LLC  
MCJ Professional Cleaning Services, Corp.

#### **Agreement 6:**

Janitorial 5 Star Services, LLC

#### **Agreement 7:**

I&G Cleaning Incorporated  
Janitorial 5 Star Services, LLC

**Agreement 8:**

1 Lee Support Services Inc.  
ALJ Services, LLC  
Amer-Plus Janitorial Maintenance LLC  
Janitorial 5 Star Services, LLC  
U-4 Global Enterprises Inc.

**Agreement 9:**

ALJ Services, LLC  
Janitorial 5 Star Services, LLC

**Agreement 10:**

Janitorial 5 Star Services, LLC

**Agreement 11:**

1 Lee Support Services Inc.  
Amer-Plus Janitorial Maintenance LLC  
Janitorial 5 Star Services, LLC  
M&M global Multi Services, Inc.  
U-4 Global Enterprises Inc.

**Agreement 12:**

Janitorial 5 Star Services, LLC

**Agreement 13:**

Janitorial 5 Star Services, LLC

**Agreement 14:**

Janitorial 5 Star Services, LLC

Refer to attached Correspondence and Price Analysis for additional details.

Committee Members must consider all pertinent information when rendering a determination on responsiveness as defined by the County's Procurement Code.

Attachment(s):

- 1) Waiver of Technicalities and Irregularities dated October 27, 2022
- 2) Price Analysis for Agreements No. 1-14 for RFP BLD2121632P1
- 3) Score Summaries for Agreements No. 1-14 from the Final EC Meeting dated January 5, 2022
- 4) Objection e-mail from I&G Cleaning dated January 18, 2022
- 5) Objection letter from McKenzie's Cleaning dated January 19, 2022
- 6) Objection letter from Becker & Poliakoff dated January 24, 2022
- 7) Cone of Silence communication from LSN Partners dated February 17, 2022
- 8) Cone of Silence communication from Shutts & Bowen LLP dated February 18, 2022
- 9) Cone of Silence communication from Minority Builders Coalition dated February 18, 2022

- 10) Cone of Silence communication from Becker & Poliakoff dated March 3, 2022
- 11) Captioner's Notes from 02/22/2022 Commission Meeting

c: Kevin B. Kelleher, Assistant County Administrator  
George Tablack, CFO  
Bob Melton, County Auditor  
Carolyn Messersmith, Purchasing Manager, Purchasing Division  
Fernando Amuchastegui, Senior Assistant County Attorney  
Matthew Haber, Assistant County Attorney  
Angie Salinas, Contract Grant Administrator Senior

REG/ml



Finance and Administration Services Department

**PURCHASING DIVISION**

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | [broward.org/Purchasing](http://broward.org/Purchasing)  
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

**PURCHASING AGENT'S REPORT**

DATE: October 27, 2021  
TO: Robert E. Gleason, Director, Purchasing Division  
THRU: Carolyn Messersmith, Purchasing Manager, Purchasing Division  
FROM: Michelle Lemire, Purchasing Agent, Purchasing Division  
SUBJECT: BLD2121632P1, Janitorial Services-County Facilities – Waiver of Technicalities and Irregularities

CAROLYN  
MESSERSMITH  
Digitally signed by CAROLYN  
MESSERSMITH  
Date: 2021.10.28 14:30:27  
+04'00'

MICHELLE  
LEMIRE  
Digitally signed by MICHELLE  
LEMIRE  
Date: 2021.10.27 09:33:35  
-04'00'

REFERENCE: Folder No. 2121632 ESTIMATED ANNUAL CONTRACT VALUE: \$9,910,950  
Using Division[s]: Facilities Management Division (for all Agreements)

**AGENT ANALYSIS:**

The subject Solicitation No. BLD2121632P1 opened on May 26, 2021. The solicitation document required Vendors to submit pricing in both a total initial term amount through the PeriscopeS2G Item Response Form and on an excel Price Worksheet (to substantiate pricing entered on the PeriscopeS2G Item Response Form) by the solicitation due date and time. In accordance with the solicitation document, the provision of the PeriscopeS2G Item Response Form is a matter of responsiveness and points awarded for price for each Agreement will be based on the Vendor's proposed two (2) year grand total entered in the PeriscopeSG2 Item Response Form for the initial two (2) year term, as submitted electronically through PeriscopeSG2. If there is a discrepancy between the PeriscopeSG2 Item Response Form and the Price Worksheet(s) submitted, the Vendor shall be held to the price proposed on the PeriscopeSG2 Item Response Form for assignment of points related to pricing.

The following Vendors had nonsubstantive technicalities and irregularities on the excel Price Worksheets for each agreement, as detailed below:

**AGREEMENT NO. 1 – BRANCH LIBRARIES (CBE RESERVE)**

VENDOR NAME	TECHNICALITIES AND IRREGULARITIES TO BE WAIVED
ALJ SERVICES LLC	<ul style="list-style-type: none"><li>Periscope S2G Item Response Form does not match Vendor's Price Sheet (Difference: \$0.80).</li><li>Prices were omitted on Price Sheet for Location No. 29, Windows, Year 1 &amp; 2.</li></ul>
ANN'S JANITORIAL SERVICES, INC.	<ul style="list-style-type: none"><li>Prices were omitted on Vendor's Price Sheet for the following lines:<ul style="list-style-type: none"><li>Location No. 9, Windows, Year 1 &amp; 2</li><li>Location No. 12, Air Quality, Year 1 &amp; 2</li></ul></li></ul>
I&G CLEANING INCORPORATED	<ul style="list-style-type: none"><li>Vendor's original Price Sheet was illegible, legible copy provided thereafter. Agent cannot confirm if pricing is the same.</li></ul>
JANITORIAL 5 STAR SERVICES LLC	<ul style="list-style-type: none"><li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$2,230,595.10).</li></ul>
TRIANGLE SERVICES OF FLORIDA, INC.	<ul style="list-style-type: none"><li>Prices were omitted on Price Sheet for Location No. 3, Windows, Year 2</li><li>Price Sheet signature section is incomplete.</li></ul>

**AGREEMENT NO. 2 – LARGE FACILITIES GROUP 1 (CBE RESERVE)**

<b>VENDOR NAME</b>	<b>TECHNICALITIES AND IRREGULARITIES TO BE WAIVED</b>
ANN'S JANITORIAL SERVICES, INC.	<ul style="list-style-type: none"> <li>Prices were omitted on Price Sheet for Location No. 4, Air Quality, Year 1 &amp; 2.</li> </ul>
I&G CLEANING INCORPORATED	<ul style="list-style-type: none"> <li>Vendor's original Price Sheet was illegible, legible copy provided thereafter. Agent cannot confirm if pricing is the same.</li> </ul>
JANITORIAL 5 STAR SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$763,623.42).</li> </ul>
MCJ PROFESSIONAL CLEANING SERVICES, CORP	<ul style="list-style-type: none"> <li>Prices were omitted on Price Sheet for Location No. 2, Porter (455Hrs./Month), Year 1.</li> <li>Extended price did not calculate correctly on Price Sheet.</li> <li>Price Sheet signature section is incomplete.</li> </ul>
TRIANGLE SERVICES OF FLORIDA, INC.	<ul style="list-style-type: none"> <li>Prices were omitted on Price Sheet for Location No. 2, Pressure Cleaning (SQ. FT.), Year 2.</li> <li>Price Sheet signature section is incomplete.</li> </ul>

**AGREEMENT NO. 3 - LARGE FACILITIES GROUP 2 (CBE RESERVE)**

<b>VENDOR NAME</b>	<b>TECHNICALITIES AND IRREGULARITIES TO BE WAIVED</b>
ALJ SERVICES LLC.	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$29,599).</li> </ul>
ANN'S JANITORIAL SERVICES, INC.	<ul style="list-style-type: none"> <li>Prices were omitted on Price Sheet for the following locations:               <ul style="list-style-type: none"> <li>Location No. 3, Air Quality, Year 2.</li> <li>Location No. 4, Windows, Year 1 &amp; 2.</li> <li>Location No. 5, Air Quality, Year 1 &amp; 2.</li> </ul> </li> </ul>
COMET CLEANING SYSTEMS INC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$784).</li> </ul>
DAMMEL CLEANING ENTERPRISE, INC. DBA PALM BEACH & BROWARD BUILDING MAINTENANCE	<ul style="list-style-type: none"> <li>Prices were omitted on Price Sheet for Location No. 5, Air Quality, Year 1 &amp; 2.</li> </ul>
I&G CLEANING INCORPORATED	<ul style="list-style-type: none"> <li>Vendor's original Price Sheet was illegible, legible copy provided thereafter. Agent cannot confirm if pricing is the same.</li> </ul>
JANITORIAL 5 STAR SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$606,154.17)</li> </ul>
TRIANGLE SERVICES OF FLORIDA, INC.	<ul style="list-style-type: none"> <li>Price Sheet signature section is incomplete.</li> </ul>

**AGREEMENT NO. 4 - LARGE FACILITIES GROUP 3 (CBE RESERVE)**

<b>VENDOR NAME</b>	<b>TECHNICALITIES AND IRREGULARITIES TO BE WAIVED</b>
ALJ SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$29,599).</li> </ul>
ANN'S JANITORIAL SERVICES, INC	<ul style="list-style-type: none"> <li>Prices were omitted on Price Sheet for Location No. 1, Windows, Year 1 &amp; 2.</li> <li>Price Sheet signature section is incomplete.</li> </ul>
I&G CLEANING INCORPORATED	<ul style="list-style-type: none"> <li>Vendor's original Price Sheet was illegible, legible copy provided thereafter. Agent cannot confirm if pricing is the same.</li> </ul>
JANITORIAL 5 STAR SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$706,484.50).</li> </ul>
TRIANGLE SERVICES OF FLORIDA, INC.	<ul style="list-style-type: none"> <li>Price Sheet signature section is incomplete.</li> </ul>

**AGREEMENT NO. 5 - LARGE FACILITIES GROUP 4 (CBE RESERVE)**

VENDOR NAME	TECHNICALITIES AND IRREGULARITIES TO BE WAIVED
ALJ SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$29,599)</li> </ul>
I&G CLEANING INCORPORATED	<ul style="list-style-type: none"> <li>Prices were omitted on Price Sheet for the following lines:               <ul style="list-style-type: none"> <li>Location No. 3, Windows, Year 2</li> <li>Location No. 4, Windows, Year 2</li> </ul> </li> <li>Vendor's original Price Sheet was illegible, legible copy provided thereafter. Agent cannot confirm if pricing is the same.</li> </ul>
JANITORIAL 5 STAR SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$528,149.73).</li> </ul>
MCJ PROFESSIONAL CLEANING SERVICES, CORP.	<ul style="list-style-type: none"> <li>Price Sheet signature section is incomplete</li> </ul>
TRIANGLE SERVICES OF FLORIDA, INC.	<ul style="list-style-type: none"> <li>Price Sheet signature section is incomplete.</li> </ul>

**AGREEMENT NO. 6 - LARGE FACILITIES GROUP 5 (SBE RESERVE)**

VENDOR NAME	TECHNICALITIES AND IRREGULARITIES TO BE WAIVED
I&G CLEANING INCORPORATED	<ul style="list-style-type: none"> <li>Vendor's original Price Sheet was illegible, legible copy provided thereafter. Agent cannot confirm if pricing is the same.</li> </ul>
JANITORIAL 5 STAR SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$90,240.36)</li> </ul>
SELEK ENGINEERING CONSULTANTS AND ASSOCIATES CORPORATION	<ul style="list-style-type: none"> <li>Prices were omitted on Price Sheet for Location No. 4, Restrooms, Year 2</li> </ul>

**AGREEMENT NO. 7 - LARGE FACILITIES GROUP 6 (SBE RESERVE)**

VENDOR NAME	TECHNICALITIES AND IRREGULARITIES TO BE WAIVED																																																																																	
ALJ SERVICES LLC	<ul style="list-style-type: none"><li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$29,599)</li></ul>																																																																																	
AMER-PLUS JANITORIAL MAINTENANCE LLC	<ul style="list-style-type: none"><li>Unit Price on Price Sheet was derived from extended price.</li></ul> <table><tr><th colspan="10">Janitorial Services - Price Sheets - Large Facilities - Group 6 - Agreement 7 (CBE Reserve)</th></tr><tr><th rowspan="3">ITEM NO.</th><th rowspan="3">FACILITY LOCATION</th><th rowspan="3">Annual Frequency</th><th rowspan="3">Annual Process</th><th colspan="2">Year 1</th><th colspan="2">Year 2</th><th rowspan="3">Two Year Total</th></tr><tr><th>Unit Price</th><th>Annual Price</th><th>Unit Price</th><th>Annual Price</th></tr><tr><th>Price</th><th>Annual Price</th><th>Price</th><th>Annual Price</th></tr><tr><td>1</td><td>NORTH REGIONAL COURTHOUSE 1600 HILLSBORO BLVD. DEERFIELD BEACH, FL 33442</td><td>12</td><td>Basic Cleaning</td><td>\$13,088.38</td><td>\$157,060.56</td><td>#####</td><td>\$158,631.18</td><td>\$315,691.73</td></tr><tr><td></td><td></td><td>12</td><td>Restrooms</td><td>\$916.19</td><td>\$10,994.28</td><td>\$ 925.35</td><td>\$11,104.22</td><td>\$22,098.50</td></tr><tr><td></td><td></td><td>12</td><td>Floors</td><td>\$1,177.95</td><td>\$14,135.40</td><td>\$1,189.73</td><td>\$14,276.75</td><td>\$28,412.15</td></tr><tr><td></td><td></td><td>32,766</td><td>Pressure Cleaning (SQ. FT.)</td><td>0.1</td><td>\$ 3,276.60</td><td>\$ 0.10</td><td>\$3,309.37</td><td>\$ 6,585.97</td></tr><tr><td></td><td></td><td>1</td><td>Windows</td><td>\$1,500.00</td><td>\$ 1,500.00</td><td>\$1,515.00</td><td>\$1,515.00</td><td>\$ 3,015.00</td></tr><tr><td></td><td></td><td>1</td><td>Air Quality</td><td>\$500.00</td><td>\$ 500.00</td><td>\$ 505.00</td><td>\$ 505.00</td><td>\$ 1,005.00</td></tr></table>	Janitorial Services - Price Sheets - Large Facilities - Group 6 - Agreement 7 (CBE Reserve)										ITEM NO.	FACILITY LOCATION	Annual Frequency	Annual Process	Year 1		Year 2		Two Year Total	Unit Price	Annual Price	Unit Price	Annual Price	Price	Annual Price	Price	Annual Price	1	NORTH REGIONAL COURTHOUSE 1600 HILLSBORO BLVD. DEERFIELD BEACH, FL 33442	12	Basic Cleaning	\$13,088.38	\$157,060.56	#####	\$158,631.18	\$315,691.73			12	Restrooms	\$916.19	\$10,994.28	\$ 925.35	\$11,104.22	\$22,098.50			12	Floors	\$1,177.95	\$14,135.40	\$1,189.73	\$14,276.75	\$28,412.15			32,766	Pressure Cleaning (SQ. FT.)	0.1	\$ 3,276.60	\$ 0.10	\$3,309.37	\$ 6,585.97			1	Windows	\$1,500.00	\$ 1,500.00	\$1,515.00	\$1,515.00	\$ 3,015.00			1	Air Quality	\$500.00	\$ 500.00	\$ 505.00	\$ 505.00	\$ 1,005.00
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JANITORIAL 5 STAR SERVICES LLC	<ul style="list-style-type: none"><li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$186,093.36)</li></ul>																																																																																	

**AGREEMENT NO. 8 - SMALL FACILITIES GROUP 1 (SBE RESERVE)**

<b>VENDOR NAME</b>	<b>TECHNICALITIES AND IRREGULARITIES TO BE WAIVED</b>
1 LEE SUPPORT SERVICES INC.	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match the Vendor's Price Sheet (Difference: \$7.00).</li> </ul>
ALJ SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match the Vendor's Price Sheet (Difference: \$11,894.13).</li> <li>Price Sheet signature section is incomplete</li> </ul>
AMER-PLUS JANITORIAL MAINTENANCE LLC.	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match the Vendor's Price Sheet (Difference: \$353,987.73).</li> </ul>
I&G CLEANING INCORPORATED	<ul style="list-style-type: none"> <li>Vendor's original Price Sheet was illegible, legible copy provided thereafter. Agent cannot confirm if pricing is the same.</li> </ul>
JANITORIAL 5 STAR SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$180,446.50).</li> </ul>
SELEK ENGINEERING CONSULTANTS AND ASSOCIATES CORPORATION	<ul style="list-style-type: none"> <li>Price Sheet signature section is incomplete</li> </ul>


**AGREEMENT NO. 9 - SMALL FACILITIES GROUP 2 (SBE RESERVE)**

<b>VENDOR NAME</b>	<b>TECHNICALITIES AND IRREGULARITIES TO BE WAIVED</b>
ALJ SERVICES LLC	<ul style="list-style-type: none"> <li>Vendor entered the total amount from Location 3 of Price Sheet on Periscope S2G Item Response Form.</li> <li>Vendor's Price Sheet has an error message of "#REF!" for the Grand Total - Whole Group (Total 1 + Total 2).</li> <li>Price Sheet signature section is incomplete</li> </ul>
AMER-PLUS JANITORIAL MAINTENANCE LLC.	<ul style="list-style-type: none"> <li>Vendor's Price Sheet has an error message of "#REF!" for the Grand Total - Whole Group (Total 1 + Total 2).</li> </ul>
I&G CLEANING INCORPORATED	<ul style="list-style-type: none"> <li>Vendor's original Price Sheet was illegible, legible copy provided thereafter. Agent cannot confirm if pricing is the same.</li> </ul>
JANITORIAL 5 STAR SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$74,660.09)</li> </ul>

**AGREEMENT NO. 10 - SMALL FACILITIES GROUP 3 (SBE RESERVE)**

<b>VENDOR NAME</b>	<b>TECHNICALITIES AND IRREGULARITIES TO BE WAIVED</b>
ALJ SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G-Item Response Form doesn't match Vendor's Price Sheet (Difference: \$29,599)</li> <li>Price was omitted on Price Sheet for Location No. 7, Air Quality, Year 2.</li> <li>Price Sheet signature section is incomplete</li> </ul>
I&G CLEANING INCORPORATED	<ul style="list-style-type: none"> <li>Vendor's original Price Sheet was illegible, legible copy provided thereafter. Agent cannot confirm if pricing is the same.</li> </ul>
JANITORIAL 5 STAR SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$148,261.54)</li> </ul>

**AGREEMENT NO. 11 - SMALL FACILITIES GROUP 4 (SBE RESERVE)**

VENDOR NAME	TECHNICALITIES AND IRREGULARITIES TO BE WAIVED
1 LEE SUPPORT SERVICES INC.	<ul style="list-style-type: none"> <li>Price Sheet signature section is incomplete</li> </ul>
ALJ SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$29,599)</li> <li>Price Sheet signature section is incomplete</li> <li>Price was omitted on Price Sheet for Emergency Services Labor, Porter Day/Night, Year 1 &amp; 2.</li> <li>Per the price sheet, the Vendor overlapped the prices in the Emergency Services Labor section that should be blacked out, causing price to be omitted for Porter Day/Night.</li> </ul> 
I&G CLEANING INCORPORATED	<ul style="list-style-type: none"> <li>Vendor's original Price Sheet was illegible, legible copy provided thereafter. Agent cannot confirm if pricing is the same.</li> </ul>
JANITORIAL 5 STAR SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$144,907.66)</li> </ul>

**AGREEMENT NO. 12 - BROWARD COUNTY JUDICIAL COMPLEX (CBE RESERVE)**

VENDOR NAME	TECHNICALITIES AND IRREGULARITIES TO BE WAIVED
ALJ SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$29,599)</li> <li>Price Sheet signature section is incomplete</li> </ul>
I&G CLEANING INCORPORATED	<ul style="list-style-type: none"> <li>Vendor's original Price Sheet was illegible, legible copy provided thereafter. Agent cannot confirm if pricing is the same.</li> </ul>
JANITORIAL 5 STAR SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$1,675,753.00)</li> </ul>
TRIANGLE SERVICES OF FLORIDA, INC.	<ul style="list-style-type: none"> <li>Price Sheet signature section is incomplete.</li> </ul>

**AGREEMENT NO. 13 - PORT EVERGLADES FACILITIES (CBE RESERVE)**

VENDOR NAME	TECHNICALITIES AND IRREGULARITIES TO BE WAIVED
AMER-PLUS JANITORIAL MAINTENANCE LLC.	<ul style="list-style-type: none"> <li>All annual prices were not included on Price Sheet because Price Sheet was split.</li> <li>Price Sheet signature section is incomplete</li> </ul>
JANITORIAL 5 STAR SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$452,749.00).</li> </ul>
MCJ PROFESSIONAL CLEANING SERVICES, CORP.	<ul style="list-style-type: none"> <li>Price was omitted on Price Sheet for Location No. 15, Porter, Year 1.</li> <li>Price Sheet signature section is incomplete</li> </ul>

**AGREEMENT NO. 14 - 911 REGIONAL DISPATCH CENTERS (CBE RESERVE)**

VENDOR NAME	TECHNICALITIES AND IRREGULARITIES TO BE WAIVED
ALJ SERVICES LLC	<ul style="list-style-type: none"> <li>Prices were omitted on Price Sheet for Year 1 &amp; 2 to the following lines:               <ul style="list-style-type: none"> <li>Additional Labor:                   <ul style="list-style-type: none"> <li>Project Supervisor</li> <li>Site Supervisor</li> <li>Full Time Service Crew</li> <li>Part Time Service Crew</li> <li>Porter Day/Night</li> </ul> </li> <li>Emergency Services Labor:                   <ul style="list-style-type: none"> <li>Project Supervisor</li> <li>Site Supervisor</li> <li>Full Time Service Crew</li> <li>Part Time Service Crew</li> <li>Porter Day/Night</li> </ul> </li> </ul> </li> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$2,000)</li> <li>Price Sheet signature section is incomplete</li> </ul>
JANITORIAL 5 STAR SERVICES LLC	<ul style="list-style-type: none"> <li>Periscope S2G Item Response Form doesn't match Vendor's Price Sheet (Difference: \$254,118.74)</li> </ul>
MCJ PROFESSIONAL CLEANING SERVICES, CORP.	<ul style="list-style-type: none"> <li>Prices were omitted on Price Sheet for the following lines for Year 2:               <ul style="list-style-type: none"> <li>Additional Labor:                   <ul style="list-style-type: none"> <li>Project Supervisor</li> <li>Site Supervisor</li> <li>Full Time Service Crew</li> <li>Part Time Service Crew</li> <li>Porter Day/Night</li> </ul> </li> <li>Emergency Services Labor:                   <ul style="list-style-type: none"> <li>Project Supervisor</li> <li>Site Supervisor</li> <li>Full Time Service Crew</li> <li>Part Time Service Crew</li> <li>Porter Day/Night</li> </ul> </li> </ul> </li> <li>Price Sheet signature section is incomplete.</li> </ul>
TRIANGLE SERVICES OF FLORIDA, INC.	<ul style="list-style-type: none"> <li>Price Sheet signature section is incomplete.</li> </ul>

**RECOMMENDATION AND REASONS:** The Director of Purchasing hereby waives all the above listed technicalities and irregularities and recommends that the above listed Vendors all be deemed responsive to the pricing requirements of Solicitation No. BLD2121632P1. The above listed Vendors all submitted their PeriscopeS2G Item Response Forms and Price Sheets by the solicitation due date and time. Vendors that did not submit PeriscopeS2G Item Response Forms and Price Sheets by the solicitation due date and time will be considered non-responsive to the solicitation requirements.

In accordance with the County's Procurement Code, Section 21.37(b) Waiver of Technicalities or Irregularities Affecting Responsiveness - "A lack of conformity as to an issue of responsiveness that is nonsubstantive in nature may be considered a technicality or irregularity that may be waived by the Director of Purchasing..."

Waiver of technicalities may be granted based on the following five (5) written findings regarding the above listed Vendors' responses to Solicitation No. BLD2121632P1:

- (1) A waiver would not deprive the County of its assurance that the contract will be entered into, performed, and guaranteed according to its specified requirements;
- (2) A waiver would not adversely affect competition by providing one vendor with a competitive advantage over another vendor or otherwise restrict competition;
- (3) A waiver would not create the appearance of favoritism or impropriety;
- (4) A waiver would not violate a requirement mandated by another governmental agency or grant-making institution, as applicable, that is providing funds for the solicitation in question; and
- (5) A waiver would not directly or indirectly affect the dollar amount submitted by the vendor in its response, except as provided in Section 21.41(a) regarding corrections of mathematical errors.

The Vendors submitted PeriscopeS2G Item Response Forms and Price Sheets by the solicitation due date and time. *Vendors that did not submit PeriscopeS2G Item Response Forms and Price Sheets by the solicitation due date and time will be considered non-responsive to the solicitation requirements.*

The prices submitted by the above listed Vendors with their original submittals on the PeriscopeS2G Item Response Form, per the solicitation instructions, will be utilized for scoring purposes, and remain subject to negotiation, which may result in a reduction from their proposed pricing through negotiations.

The Agent recommends that the waiver of the listed technicalities for each vendor be approved and the listed Vendors be deemed responsive to the pricing requirements of the solicitation as each of the findings above are met.

**APPROVAL AUTHORITY**



APPROVE



DISAPPROVE

Reason/suggested action (if disapproved):

**Robert Gleason** Digitally signed by Robert Gleason  
Date: 2021.10.28 15:53:05 -04'00'

Signature/Title

Attachment: Special Instructions to Vendors

**SPECIAL INSTRUCTIONS TO VENDORS**  
**Janitorial Services, County Facilities**

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected. Vendors should organize their proposal in the same order as the **Evaluation Criteria Response Form**.

**Evaluation Criteria Scoring:** Vendors are notified that each Agreement (Nos. 1 through 14) will be evaluated and scored individually. All responsive/responsible Vendors who submit proposals for multiple Agreements will receive separate scoring for each Agreement.

**A. Additional Responsiveness Criteria:**

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in determining responsiveness:

**1. PeriscopeSG2 Item Response Form:**

- 1.1 Please refer to the **PeriscopeSG2 Item Response Form**. Price Sheets **must** be completed via **PeriscopeSG2 Item Response Form** and submitted at time of solicitation due date to be responsive to solicitation pricing requirements.
- 1.2 Vendors **must** submit pricing on the **PeriscopeSG2 Item Response Form**. It is the Vendor's sole responsibility to assure its pricing is submitted and received electronically through PeriscopeSG2 by the date and time specified in the solicitation. The County will not consider pricing received by other means. Pricing submitted electronically on the **PeriscopeSG2 Item Response Form** is a matter of **responsiveness**. Failure to complete and electronically submit pricing on the **PeriscopeSG2 Item Response Form** shall determine the Vendor to be **nonresponsive** to the solicitation pricing requirements.
- 1.3 The total points awarded for price for each Agreement of locations Vendor is proposing will be based on the Vendor's proposed not-to-exceed two (2) year grand total entered in the **Item Response Form** for the initial two (2) term submitted electronically on the **PeriscopeSG2 Item Response Form**.
- 1.4 Vendors are informed that their proposed not-to-exceed price is being used for scoring purposes, and remains subject to negotiation, which may result in a reduction from their proposed pricing. Vendors are provided advance disclosure of the County's intent to use payment terms which will ensure Vendor accountability, on a task-, sub task-, or deliverable- basis which may include hourly billing methods. Vendors are notified that payment terms may include retainage requirements. Deliverables will require acceptance by County prior to any contingent payment amounts.

**2. Price Sheet(s):**

- 2.1 Vendor **must** submit its completed **Price Sheets** electronically through PeriscopeSG2 by the date and time specified in the solicitation. This is a matter of **responsiveness**. Failure to complete and electronically submit the **Price Sheets** shall determine the Vendor to be **nonresponsive** to the solicitation pricing requirements.

**SPECIAL INSTRUCTIONS TO VENDORS**  
**Janitorial Services, County Facilities**

**2.2 Download Instructions:**

- 2.2.1 When viewing the solicitation in PeriscopeSG2, select the “Documents” tab.
- 2.2.2 Check the box next to “**Price Sheets – BLD2121632P1.**”
- 2.2.3 Elect the download button next to “**Price Sheets – BLD2121632P1.**”
- 2.2.4 Save as a fillable form (e.g., Adobe Acrobat Document or Adobe PDF File)

**2.3 Pricing Review (post end date and time specified in the solicitation):**

If there is a discrepancy between the PeriscopeSG2 Item Response Form and the Price Worksheets, the Vendor shall be held to the price proposed per PeriscopeSG2 Item Response Form.

- 2.4 If a discrepancy (per County or Vendor) between the Periscope SG2 **Item Response Form** and the **Price Sheets** is identified and a Vendor requires a change to its PeriscopeSG2 **Item Response Form**, that Vendor shall be determined **nonresponsive** to the solicitation pricing requirements.

**2.5 Pricing Submission:**

In submitting the PeriscopeSG2 **Item Response Form** and the **Price Sheets**, the proposal **must** be completed in the following manner:

- 2.5.1 If it is the intent of the Vendor to perform or provide any services or commodities at no cost to the County, then \$0.00 (zero) dollars **must** be referenced in the unit price field.
- 2.5.2 Vendor’s proposed price should not be bundled or included in another line item unless specifically directed to do so.
- 2.5.3 No field(s) shall be left blank on the PeriscopeSG2 **Item Response Form** and or the **Price Sheets**.
- 2.5.4 No condition, caveat, or exception on price(s) shall be submitted.
- 2.5.5 No tier pricing shall be submitted.
- 2.5.6 **Non-adherence to the above may be cause for the County to deem your proposal nonresponsive.**
- 2.5.7 **Please do not use “N/A”, “—” or any other symbols. It is the responsibility of the Vendor to ask questions or seek clarification regarding pricing prior to the Solicitation’s due date. The County will not seek clarification on pricing.**
- 2.5.8 Vendors may propose on one or more Agreements. However, in order for a Vendor to be considered responsive to an Agreement, the Vendor shall be required to propose on all locations within the Agreement. In the event more than one Agreement is awarded to a Vendor, the County reserves the right to award one contract to that Vendor for those Agreements.” .

**2.6 Domestic Partnership Act Requirement:**

This solicitation requires that the Vendor comply with the Domestic Partnership Act unless it is exempt from the requirement per Ordinance. Vendors must follow the instructions included in the **Domestic Partnership Act Certification Form (Requirement and Tiebreaker)** and submit as instructed.

## SPECIAL INSTRUCTIONS TO VENDORS

### Janitorial Services, County Facilities

#### 2.7 **Living Wage Requirements:**

This solicitation requires that the Vendor complies with the Living Wage Ordinance. Vendors must follow the instructions included in the **Living Wage Ordinance Requirements** section and submit **Living Wage Ordinance Compliance Affidavit Form** as instructed. The Broward County Board of County Commissioners approved the increase to \$13.61 per hour with qualifying health benefits amounting to at least \$3.44 per hour effective January 1, 2021 or \$17.05 per hour without health benefits.

#### **B. Additional Responsibility Criteria:**

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in making a determination of responsibility:

1. **Office of Economic and Small Business Development Program (OESBD) Requirements:** This solicitation is reserved for Broward County certified County Business Enterprises ("CBE") and Small Business Enterprises ("SBE"). CBEs and non-CBEs may respond to Agreements designated as CBE Reserves (Agreement Nos. 1-5 and 12-14). Refer to the Office of Economic and Small Business Development Requirements section for requirements pertaining to CBEs and SBEs. Only SBEs may respond to Agreements designated as SBE Reserves (Agreement Nos. 6-11). Please refer to Sections 1-81.3 and 1-81.4 of the Broward County Code Ordinances for additional information and requirements pertaining to CBEs and SBEs.

#### 2. **Workforce Investment Program:**

This solicitation requires the Vendor to comply with the Workforce Investment Program. Vendors must follow the instructions included in the **Workforce Investment Program Requirements** section and submit form as instructed.

#### **C. Standard Agreement Language Requirements:**

Please refer to the **Standard Instructions for Vendors**. Vendors are to review the terms and conditions which are applicable to this solicitation. If exceptions are taken, the Vendor **must** specifically identify same on the **Agreement Exception Form** and submit as instructed.

The Project Specific Agreement terms and conditions for this solicitation can be located at the following hyperlink, under "Project Specific" Agreements as Referenced by Solicitation Number, RFP No. BLD2121632P1, Janitorial Services – Facilities Locations:

[https://www.broward.org/Purchasing/Pages/StandardTerms\\_copy%281%29.aspx](https://www.broward.org/Purchasing/Pages/StandardTerms_copy%281%29.aspx)

Refer to **Standard Instructions for Vendors** and the requirements to review the applicable terms and conditions (and submission of the **Agreement Exception Form**).

#### **D. Demonstrations:**

Not applicable to this solicitation.

#### **E. Presentations:**

Applies to this solicitation. Refer to **Standard Instructions to Vendors** for additional information and requirements.

#### **F. Procurement Authority:**

Pursuant to Section 21.32, Competitive Sealed Proposals, of the Broward County Procurement Code, any procurement by competitive sealed proposals that has an anticipated total value of more than \$500,000 must be approved by the Board prior to advertisement.

## SPECIAL INSTRUCTIONS TO VENDORS

### Janitorial Services, County Facilities

**G. Project Funding Source:**

This project is funded in whole or in part by Broward County funds.

**H. Project Schedule:**

Initial Shortlisting or Evaluation Meeting (Sunshine Meeting): **To Be Determined**

Final Evaluation Meeting (Sunshine Meeting): **To Be Determine.**

Check this website for any changes to the above tentative schedule for Sunshine Meetings:

<http://www.broward.org/Commission/Pages/SunshineMeetings.aspx>

**I. Project Manager Information:**

Project Manager Name and Title: Angie Salinas, Contract Grant Administrator Senior

Email: [Asalinas@broward.org](mailto:Asalinas@broward.org)

**J. Additional Requirements:**

1. Minimum Qualifications:

- 1.1 Respondent should have a minimum of three (3) years continuous and satisfactory experience as a contractor in providing janitorial services in a heavily populated facility.
- 1.2 Respondent should demonstrate experience in managing employee's access control and security credentialing.

2. Janitorial Living Wage Rate Price Sheets:

Vendor should provide completed **Living Wage Rate Price Sheets Attachment at The Time of Response Submittal**. All lines shall be priced per unit. If not included with the response submittal at the time of the solicitation opening deadline, the Vendor is required to provide within 3 business days of County's request.

3. Negotiations:

Standard Instructions to Vendors, Section V is amended add:

**County reserves the right to request during negotiations a breakdown of monthly prices and/or annual price in the solicitation or any proposals offered for janitorial services, which shall include but are not limited to all pricing elements such as labor (including but not limited to, numbers of daily positions, hours per position, raw rates per position, and all elements of labor burdens), materials, profit and overhead, as well as relevant documentation to support any included expenses or other amounts.**

**K. Living Wage Ordinance Requirements:** Section D. is here by deleted in its entirety.

**End of Section**

Price Analysis - Agreement 1 CBE Reserve				
Vendor	CBE/SBE	FMD Estimate	Vendor Proposal (PeriscopeS2G) Pricing	% +/- Vendor Proposal vs FMD Estimate
JANITORIAL 5 STAR SERVICES LLC	CBE	\$ 5,709,304	\$ 2,251,083	-60.57%
SUNSHINE CLEANING SYSTEMS, INC.	Non-CBE	\$ 5,709,304	\$ 5,689,763	-0.34%
I&G CLEANING INCORPORATED	CBE	\$ 5,709,304	\$ 5,811,689	1.79%
MCKENZIE'S CLEANING INC.	CBE	\$ 5,709,304	\$ 6,045,521	5.89%
ANN'S JANITORIAL SERVICES, INC.	CBE	\$ 5,709,304	\$ 6,121,902	7.23%
TRIANGLE SERVICES OF FLORIDA, INC.	Non-CBE	\$ 5,709,304	\$ 6,176,237	8.18%
U-4 GLOBAL ENTERPRISE INC	CBE	\$ 5,709,304	\$ 6,300,369	10.35%
1 LEE SUPPORT SERVICES INC.	CBE	\$ 5,709,304	\$ 6,407,981	12.24%
M & M GLOBAL MULTI SERVICES, INC	CBE	\$ 5,709,304	\$ 6,480,371	13.51%
ALJ SERVICES LLC	CBE	\$ 5,709,304	\$ 8,217,901	43.94%
CHI-ADA CORPORATION	Non-CBE	\$ 5,709,304	\$ 8,305,458	45.47%

Price Analysis - Agreement 2 CBE Reserve				
Vendor	CBE/SBE	FMD Estimate	Vendor Proposal (PeriscopeS2G) Pricing	% +/- Vendor Proposal vs FMD Estimate
JANITORIAL 5 STAR SERVICES LLC	Non-CBE	\$ 3,562,484	\$ 763,373	-78.57%
ANN'S JANITORIAL SERVICES, INC.	CBE	\$ 3,562,484	\$ 2,072,813	-41.82%
I&G CLEANING INCORPORATED	CBE	\$ 3,562,484	\$ 2,334,255	-34.48%
MCJ PROFESSIONAL CLEANING SERVICES, CORP.	CBE	\$ 3,562,484	\$ 2,395,853	-32.75%
MCKENZIE'S CLEANING INC.	CBE	\$ 3,562,484	\$ 2,486,960	-30.19%
U-4 GLOBAL ENTERPRISE INC	CBE	\$ 3,562,484	\$ 2,595,048	-27.16%
COMET CLEANING SYSTEMS INC	CBE	\$ 3,562,484	\$ 2,636,915	-25.98%
1 LEE SUPPORT SERVICES INC.	CBE	\$ 3,562,484	\$ 2,639,699	-25.90%
CHI-ADA CORPORATION	Non-CBE	\$ 3,562,484	\$ 2,809,586	-21.13%
ALJ SERVICES LLC	CBE	\$ 3,562,484	\$ 2,811,855	-21.07%
M &M GLOBAL MULTI SERVICES, INC	CBE	\$ 3,562,484	\$ 2,838,140	-20.33%
TRIANGLE SERVICES OF FLORIDA, INC.	Non-CBE	\$ 3,562,484	\$ 2,933,042	-17.67%
L & B JANITORIAL SERVICES, INC.	Non-CBE	\$ 3,562,484	\$ 4,660,415	30.82%

Price Analysis Agreement 3 CBE Reserve				
Vendor	CBE/SBE	FMD Estimate	Vendor Proposal (PeriscopeS2G) Pricing	% +/- Vendor Proposal vs FMD Estimate
JANITORIAL 5 STAR SERVICES LLC	Non-CBE	\$ 1,639,811	\$ 605,904	-63.05%
I&G CLEANING INCORPORATED	CBE	\$ 1,639,811	\$ 1,235,252	-24.67%
ANN'S JANITORIAL SERVICES, INC.	CBE	\$ 1,639,811	\$ 1,712,939	4.46%
MCKENZIE'S CLEANING INC.	CBE	\$ 1,639,811	\$ 1,719,101	4.84%
SUNSHINE CLEANING SYSTEMS, INC.	Non-CBE	\$ 1,639,811	\$ 1,720,927	4.95%
M & M GLOBAL MULTI SERVICES, INC	CBE	\$ 1,639,811	\$ 1,775,745	8.29%
DAMMEL CLEANING ENTERPRISE, INC. DBA PALM BEACH & BROWARD BUILDING MAINTENANCE	CBE	\$ 1,639,811	\$ 1,794,915	9.46%
U-4 GLOBAL ENTERPRISE INC	CBE	\$ 1,639,811	\$ 1,795,531	9.50%
1 LEE SUPPORT SERVICES INC.	CBE	\$ 1,639,811	\$ 1,826,415	11.38%
COMET CLEANING SYSTEMS INC	CBE	\$ 1,639,811	\$ 2,073,087	26.42%
CHI-ADA CORPORATION	Non-CBE	\$ 1,639,811	\$ 2,132,354	30.04%
ALJ SERVICES LLC	CBE	\$ 1,639,811	\$ 2,132,842	30.07%
CLEAN FREEK'S JANITORIAL SERVICE, LLC	CBE	\$ 1,639,811	\$ 2,257,100	37.64%
L & B JANITORIAL SERVICES, INC.	Non-CBE	\$ 1,639,811	\$ 2,270,775	38.48%
TRIANGLE SERVICES OF FLORIDA, INC.	Non-CBE	\$ 1,639,811	\$ 2,706,492	65.05%

**Price Analysis Agreement 4 CBE Reserve**

<b>Vendor</b>	<b>CBE/SBE</b>	<b>FMD Estimate</b>	<b>Vendor Proposal (PeriscopeS2G) Pricing</b>	<b>% +/- Vendor Proposal vs FMD Estimate</b>
JANITORIAL 5 STAR SERVICES LLC	Non-CBE	\$ 2,027,000	\$ 706,235	-65.16%
I&G CLEANING INCORPORATED	CBE	\$ 2,027,000	\$ 1,306,794	-35.53%
COMET CLEANING SYSTEMS INC	CBE	\$ 2,027,000	\$ 2,047,863	1.03%
TRIANGLE SERVICES OF FLORIDA, INC.	Non-CBE	\$ 2,027,000	\$ 2,377,864	17.31%
L & B JANITORIAL SERVICES, INC.	Non-CBE	\$ 2,027,000	\$ 2,532,275	24.93%
SUNSHINE CLEANING SYSTEMS, INC.	Non-CBE	\$ 2,027,000	\$ 2,581,458	27.35%
MCKENZIE'S CLEANING INC.	CBE	\$ 2,027,000	\$ 2,640,460	30.26%
U-4 GLOBAL ENTERPRISE INC	CBE	\$ 2,027,000	\$ 2,666,591	31.55%
ANN'S JANITORIAL SERVICES, INC.	CBE	\$ 2,027,000	\$ 2,742,326	35.29%
1 LEE SUPPORT SERVICES INC.	CBE	\$ 2,027,000	\$ 2,802,425	38.25%
M & M GLOBAL MULTI SERVICES, INC	CBE	\$ 2,027,000	\$ 2,833,852	39.81%
CHI-ADA CORPORATION	Non-CBE	\$ 2,027,000	\$ 2,866,497	41.42%
ALJ SERVICES LLC	CBE	\$ 2,027,000	\$ 3,273,163	61.48%

Price Analysis - Agreement 5 CBE Reserve				
Vendor	CBE/SBE	FMD Estimate	Vendor Proposal (PeriscopeS2G) Pricing	% +/- Vendor Proposal vs FMD Estimate
JANITORIAL 5 STAR SERVICES LLC	CBE	\$ 2,518,778	\$ 527,900	-79.04%
MCJ PROFESSIONAL CLEANING SERVICES, CORP.	CBE	\$ 2,518,778	\$ 641,990	-74.51%
I&G CLEANING INCORPORATED	CBE	\$ 2,518,778	\$ 1,366,877	-45.73%
COMET CLEANING SYSTEMS INC	CBE	\$ 2,518,778	\$ 2,013,703	-20.05%
TRIANGLE SERVICES OF FLORIDA, INC.	Non-CBE	\$ 2,518,778	\$ 2,024,035	-19.64%
CHI-ADA CORPORATION	Non-CBE	\$ 2,518,778	\$ 2,156,098	-14.40%
MCKENZIE'S CLEANING INC.	CBE	\$ 2,518,778	\$ 2,179,979	-13.45%
ANN'S JANITORIAL SERVICES, INC.	CBE	\$ 2,518,778	\$ 2,261,843	-10.20%
U-4 GLOBAL ENTERPRISE INC	CBE	\$ 2,518,778	\$ 2,275,515	-9.66%
1 LEE SUPPORT SERVICES INC.	CBE	\$ 2,518,778	\$ 2,314,754	-8.10%
M & M GLOBAL MULTI SERVICES, INC	CBE	\$ 2,518,778	\$ 2,340,708	-7.07%
ALJ SERVICES LLC	CBE	\$ 2,518,778	\$ 2,446,018	-2.89%
CLEAN FREEK'S JANITORIAL SERVICE, LLC	CBE	\$ 2,518,778	\$ 2,511,066	-0.31%
L & B JANITORIAL SERVICES, INC.	Non-CBE	\$ 2,518,778	\$ 3,362,343	33.49%

Price Analysis - Agreement 6 SBE Reserve				
Vendor	CBE/SBE	FMD Estimate	Vendor Proposal (PeriscopeS2G) Pricing	% +/- Vendor Proposal vs FMD Estimate
JANITORIAL 5 STAR SERVICES LLC	SBE	\$ 213,891	\$ 89,990	-57.93%
AMER-PLUS JANITORIAL MAINTENANCE LLC.	SBE	\$ 213,891	\$ 230,916	7.96%
U-4 GLOBAL ENTERPRISE INC	SBE	\$ 213,891	\$ 275,551	28.83%
1 LEE SUPPORT SERVICES INC.	SBE	\$ 213,891	\$ 284,769	33.14%
M & M GLOBAL MULTI SERVICES, INC	SBE	\$ 213,891	\$ 289,639	35.41%
I&G CLEANING INCORPORATED	SBE	\$ 213,891	\$ 380,719	78.00%
COMET CLEANING SYSTEMS INC	SBE	\$ 213,891	\$ 381,118	78.18%
CLEAN FREEK'S JANITORIAL SERVICE, LLC	SBE	\$ 213,891	\$ 653,270	205.42%
SELEK ENGINEERING CONSULTANTS AND ASSOCIATES CORPORATION	SBE	\$ 213,891	\$ 1,125,568	426.23%

Price Analysis Agreement 7 SBE Reserve				
Vendor	CBE/SBE	FMD Estimate	Vendor Proposal (PeriscopeS2G) Pricing	% +/- Vendor Proposal vs FMD Estimate
JANITORIAL 5 STAR SERVICES LLC	SBE	\$ 428,626	\$ 185,843	-56.64%
I&G CLEANING INCORPORATED	SBE	\$ 428,626	\$ 320,536	-25.22%
COMET CLEANING SYSTEMS INC	SBE	\$ 428,626	\$ 327,403	-23.62%
AMER-PLUS JANITORIAL MAINTENANCE LLC.	SBE	\$ 428,626	\$ 466,499	8.84%
U-4 GLOBAL ENTERPRISE INC	SBE	\$ 428,626	\$ 495,555	15.61%
1 LEE SUPPORT SERVICES INC.	SBE	\$ 428,626	\$ 512,187	19.50%
M &M GLOBAL MULTI SERVICES, INC	SBE	\$ 428,626	\$ 520,973	21.54%
ALJ SERVICES LLC	SBE	\$ 428,626	\$ 567,964	32.51%
JOB DONE CLEANING SERVICES AND SUPPLIES, INC.	SBE	\$ 428,626	\$ 574,752	34.09%
CLEAN FREEK'S JANITORIAL SERVICE, LLC	SBE	\$ 428,626	\$ 1,056,701	146.53%

Price Analysis - Agreement 8 SBE Reserve				
Vendor	CBE/SBE	FMD Estimate	Vendor Proposal (PeriscopeS2G) Pricing	% +/- Vendor Proposal vs FMD Estimate
ALJ SERVICES, LLC	SBE	\$ 554,983	\$ 20,765	-96.26%
JANITORIAL 5 STAR SERVICES LLC	SBE	\$ 554,983	\$ 180,207	-67.53%
AMER-PLUS JANITORIAL MAINTENANCE LLC	SBE	\$ 554,983	\$ 386,347	-30.39%
U-4 GLOBAL ENTERPRISE INC.	SBE	\$ 554,983	\$ 397,484	-28.38%
1 LEE SUPPORT SERVICES INC.	SBE	\$ 554,983	\$ 410,819	-25.98%
M&M GLOBAL MULTI SERVICES, INC.	SBE	\$ 554,983	\$ 417,851	-24.71%
I&G CLEANING INCORPORATED	SBE	\$ 554,983	\$ 561,372	1.15%
COMET CLEANING SYSTEMS, INC.	SBE	\$ 554,983	\$ 1,002,043	80.55%
CLEAN FREEK'S JANITORIAL SERVICES LL	SBE	\$ 554,983	\$ 1,350,223	143.29%
SELEK ENGINEERING CONSULTANTS AND ASSOCIATES CORPORATION	SBE	\$ 554,983	\$ 2,225,710	301.04%

Price Analysis - Agreement 9 SBE Reserve				
Vendor	CBE/SBE	FMD Estimate	Vendor Proposal (PeriscopeS2G) Pricing	% +/- Vendor Proposal vs FMD Estimate
ALJ SERVICES LLC	SBE	\$ 223,190	\$ 54,223	-75.71%
JANITORIAL 5 STAR SERVICES LLC	SBE	\$ 223,190	\$ 74,410	-66.66%
AMER-PLUS JANITORIAL MAINTENANCE LLC	SBE	\$ 223,190	\$ 171,764	-23.04%
U-4 GLOBAL ENTERPRISE INC.	SBE	\$ 223,190	\$ 228,311	2.29%
1 LEE SUPPORT SERVICES INC.	SBE	\$ 223,190	\$ 235,938	5.71%
M&M GLOBAL MULTI SERVICES, INC.	SBE	\$ 223,190	\$ 239,965	7.52%
JOB DONE CLEANING SERVICES AND SUPPLIES, INC.	SBE	\$ 223,190	\$ 247,144	10.73%
I&G CLEANING INCORPORATED	SBE	\$ 223,190	\$ 328,428	47.15%
COMET CLEANING SYSTEMS INC.	SBE	\$ 223,190	\$ 346,522	55.26%

Price Analysis Agreement 10 SBE Reserve				
Vendor	CBE/SBE	FMD Estimate	Vendor Proposal (Periscope\$2G) Pricing	% +/- Vendor Proposal vs FMD Estimate
JANITORIAL 5 STAR SERVICES LLC	SBE	\$ 470,348	\$ 148,032	-68.53%
AMER-PLUS JANITORIAL MAINTENANCE LLC	SBE	\$ 470,348	\$ 398,540	-15.27%
U-4 GLOBAL ENTERPRISE, INC.	SBE	\$ 470,348	\$ 406,264	-13.62%
1 LEE SUPPORT SERVICES INC.	SBE	\$ 470,348	\$ 419,888	-10.73%
M&M GLOBAL MULTI SERVICES, INC.	SBE	\$ 470,348	\$ 427,084	-9.20%
I&G CLEANING INCORPORATED	SBE	\$ 470,348	\$ 538,464	14.48%
ALJ SERVICES LLC	SBE	\$ 470,348	\$ 697,307	48.25%
CLEAN FREEK'S JANITORIAL SERVICES, LLC	SBE	\$ 470,348	\$ 1,203,172	155.80%

Price Analysis - Agreement 11 SBE Reserve				
Vendor	CBE/SBE	FMD Estimate	Vendor Proposal (PeriscopeS2G) Pricing	% +/- Vendor Proposal vs FMD Estimate
JANITORIAL 5 STAR SERVICES LLC	SBE	\$ 402,808	\$ 144,658	-64.09%
AMER-PLUS JANITORIAL MAINTENANCE LLC	SBE	\$ 402,808	\$ 254,807	-36.74%
U-4 GLOBAL INTERPRISE INC.	SBE	\$ 402,808	\$ 273,179	-32.18%
1 LEE SUPPORT SERVICES INC.	SBE	\$ 402,808	\$ 282,318	-29.91%
M&M GLOBAL MULTI SERVICES, INC.	SBE	\$ 402,808	\$ 287,145	-28.71%
JOB DONE CLEANING SERVICES AND SUPPLIES, INC.	SBE	\$ 402,808	\$ 350,944	-12.88%
ALJ SERVICES LLC	SBE	\$ 402,808	\$ 404,949	0.53%
COMET CLEANING SYSTEMS INC.	SBE	\$ 402,808	\$ 623,862	54.88%
CLEAN FREEK'S JANITORIAL SERVICES, LLC	SBE	\$ 402,808	\$ 774,061	92.17%
I&G CLEANING INCORPORATED	SBE	\$ 402,808	\$ 898,478	123.05%

Price Analysis - Agreement 12 CBE Reserve				
Vendor	CBE/SBE	FMD Estimate	Vendor Proposal (PeriscopeS2G) Pricing	% +/- Vendor Proposal vs FMD Estimate
JANITORIAL 5 STAR SERVICES LLC	CBE	\$ 4,143,190	\$ 1,675,523	-59.56%
I&G CLEANING INCORPORATED	CBE	\$ 4,143,190	\$ 3,853,260	-7.00%
CLEAN FREEK'S JANITORIAL SERVICES, LLC	CBE	\$ 4,143,190	\$ 4,024,392	-2.87%
AMER-PLUS JANITORIAL MAINTENANCE LLC	CBE	\$ 4,143,190	\$ 4,345,579	4.88%
TRIANGLE SERVICES OF FLORIDA, INC.	Non-CBE	\$ 4,143,190	\$ 4,395,549	6.09%
McKENZIE'S CLEANING INC.	CBE	\$ 4,143,190	\$ 4,474,846	8.00%
SUNSHINE CLEANING SYSTEMS, INC.	Non-CBE	\$ 4,143,190	\$ 4,626,627	11.67%
1 LEE SUPPORT SERVICES INC.	CBE	\$ 4,143,190	\$ 4,745,899	14.55%
M&M GLOBAL MULTI SERVICES, INC.	CBE	\$ 4,143,190	\$ 4,799,136	15.83%
CHI-ADA CORPORATION	Non-CBE	\$ 4,143,190	\$ 4,814,888	16.21%
ALJ SERVICES LLC	CBE	\$ 4,143,190	\$ 5,247,882	26.66%

Price Analysis Agreement 13 CBE Reserve				
Vendor	CBE/SBE	FMD Estimate	Vendor Proposal (Periscope) Pricing	% +/- Vendor Proposal vs FMD Estimate
JANITORIAL 5 STAR SERVICES LLC	CBE	\$ 1,157,026	\$ 452,499	-60.89%
MCJ PROFESSIONAL CLEANING SERVICES, CORP.	CBE	\$ 1,157,026	\$ 929,270	-19.68%
McKENZIE'S CLEANING INC.	CBE	\$ 1,157,026	\$ 1,002,433	-13.36%
U-4 GLOBAL ENTERPRISE INC.	CBE	\$ 1,157,026	\$ 1,049,309	-9.31%
1 LEE SUPPORT SERVICES INC.	CBE	\$ 1,157,026	\$ 1,067,343	-7.75%
M&M GLOBAL MULTI SERVICES, INC.	CBE	\$ 1,157,026	\$ 1,079,297	-6.72%
AMER-PLUS JANITORIAL MAINTENANCE LLC	CBE	\$ 1,157,026	\$ 1,529,528	32.19%
CHI-ADA CORPORATION	Non-CBE	\$ 1,157,026	\$ 1,820,169	57.31%

Price Analysis - Agreement 14 CBE Reserve				
Vendor	CBE/SBE	FMD Estimate	Vendor Proposal (PeriscopeS2G) Pricing	% +/- Vendor Proposal vs FMD Estimate
JANITORIAL 5 STAR SERVICES LLC	CBE	\$ 826,752	\$ 253,869	-69.29%
MCJ PROFESSIONAL CLEANING SERVICES, CORP.	CBE	\$ 826,752	\$ 627,747	-24.07%
AMER-PLUS JANITORIAL MAINTENANCE LLC	CBE	\$ 826,752	\$ 687,775	-16.81%
ALJ SERVICES LLC	CBE	\$ 826,752	\$ 691,511	-16.36%
TRIANGLE SERVICES OF FLORIDA, INC.	Non-CBE	\$ 826,752	\$ 691,651	-16.34%
McKENZIE'S CLEANING INC.	CBE	\$ 826,752	\$ 754,041	-8.79%
I&G CLEANING INCORPORATED	CBE	\$ 826,752	\$ 769,010	-6.98%
U-4 GLOBAL ENTERPRISE INC.	CBE	\$ 826,752	\$ 790,614	-4.37%
1 LEE SUPPORT SERVICES INC.	CBE	\$ 826,752	\$ 794,023	-3.96%
CHI-ADA CORPORATION	Non-CBE	\$ 826,752	\$ 807,514	-2.33%
M&M GLOBAL MULTI SERVICES, INC	CBE	\$ 826,752	\$ 813,196	-1.64%
COMET CLEANING SYSTEMS INC.	CBE	\$ 826,752	\$ 998,711	20.80%

# SCORING SHEET

## Final Evaluation Meeting - Agreement No. 1 - Branch Libraries (CBE Reserve)

RFP No. and Name: BLD2121632P1, Janitorial Services - County Facilities

Date: January 5, 2022

Location: Virtual and In-Person (Microsoft Teams and Room GC 430)

Firm Name	Arethia Douglas	Craig Schuler	Jill Sears	Jonathan Allen	Total	Ranking	(CBE or Non-CBE) Preference	Pricing Submitted by Vendor on Item Response Form	Points for Pricing by Vendor [(Lowest Proposed Price/Proposer's Price) x 30 = Price Score]
1 LEE SUPPORT SERVICES INC.	57.5388	59.5388	76.5388	51.5388	245.1552	9	CBE	\$ 6,407,981.07	10.5388
ALJ SERVICES LLC	57.2177	57.2177	76.2177	54.2177	244.8708	10	CBE	\$ 8,217,901.16	8.2177
ANN'S JANITORIAL SERVICES, INC.	67.0313	59.0313	76.0313	59.0313	261.1252	7	CBE	\$ 6,121,902.38	11.0313
CHI-ADA CORPORATION	74.6201	72.6201	81.6201	70.6201	299.4804	3	Non-CBE	\$ 8,305,458.26	8.1311
I&G CLEANING INCORPORATED	66.6200	63.6200	77.6200	59.6200	267.4800	6	CBE	\$ 5,811,689.40	11.6201
JANITORIAL 5 STAR SERVICES LLC	91.0000	85.0000	97.0000	79.0000	352.0000	1	CBE	\$ 2,251,083.10	30.0000
M & M GLOBAL MULTI SERVICES, INC	51.4211	60.4211	71.4211	52.4211	235.6844	11	CBE	\$ 6,480,370.60	10.4211
MCKENZIE'S CLEANING INC.	74.1707	67.1707	81.1707	59.1707	281.6828	5	CBE	\$ 6,045,520.84	11.1707
SUNSHINE CLEANING SYSTEMS, INC.	79.8691	73.8691	81.8691	77.8691	313.4764	2	Non-CBE	\$ 5,689,762.60	11.8691
TRIANGLE SERVICES OF FLORIDA, INC.	70.9342	74.9342	75.9342	65.9342	287.7368	4	Non-CBE	\$ 6,176,237.28	10.9342
U-4 GLOBAL ENTERPRISE INC	54.7188	59.7188	74.7188	57.7188	246.8752	8	CBE	\$ 6,300,368.67	10.7188

Total points awarded for price for each Agreement will be determined by applying the following formula:  
(Lowest Proposed Price/Proposer's Price) x 30 = Price Score

# SCORING SHEET

Final Evaluation Meeting - Agreement No. 2 - Large Facilities Group 1 (CBE Reserve)  
RFP No. and Name: BLD2121632P1, Janitorial Services - County Facilities  
Date: January 5, 2022  
Location: Virtual and In-Person (Microsoft Teams and Room GC 430)

Firm Name	Arethia Douglas	Craig Schuler	Jill Sears	Jonathan Allen	Total	Ranking	(CBE or Non-CBE) Preference	Pricing Submitted by Vendor on Item Response Form	Points for Pricing by Vendor [(Lowest Proposed Price/Proposer's Price) x 30 = Price Score]
1 LEE SUPPORT SERVICES INC.	55.6757	63.6757	74.6757	49.6757	243.7028	12	CBE	\$ 2,639,699.19	8.6757
ALJ SERVICES LLC	56.1445	63.1445	76.1445	54.1445	249.5780	9	CBE	\$ 2,811,854.76	8.1445
ANN'S JANITORIAL SERVICES, INC.	67.0484	59.0484	76.0484	59.0484	261.1936	7	CBE	\$ 2,072,812.96	11.0484
CHI-LADA CORPORATION	71.1511	74.1511	78.1511	67.1511	290.6044	2	NON-CBE	\$ 2,809,586.47	8.1511
COMET CLEANING SYSTEMS INC.	65.6848	60.6848	63.6848	55.6848	245.7392	10	CBE	\$ 2,636,914.56	8.6848
I&G CLEANING INCORPORATED	61.8109	62.8109	76.8109	57.8109	259.2436	8	CBE	\$ 2,334,255.28	9.8109
JANITORIAL 5 STAR SERVICES LLC	90.0000	91.0000	97.0000	80.0000	358.0000	1	CBE	\$ 763,373.42	30.0000
L&B JANITORIAL SERVICES, INC.	67.9140	69.9140	74.9140	49.9140	262.6560	6	NON-CBE	\$ 4,660,414.95	4.9140
M & M GLOBAL MULTI SERVICES, INC.	49.0691	64.0691	69.0691	50.0691	232.2764	13	CBE	\$ 2,838,139.68	8.0691
MCJ PROFESSIONAL CLEANING SERVICES, CORP.	75.5587	66.5587	78.5587	59.5587	280.2348	4	CBE	\$ 2,395,853.00	9.5587
MCKENZIE'S CLEANING INC.	72.2085	71.2085	79.2085	59.2085	281.8340	3	CBE	\$ 2,486,960.26	9.2085
TRIANGLE SERVICES OF FLORIDA, INC.	67.8080	64.8080	71.8080	62.8080	267.2320	5	NON-CBE	\$ 2,933,041.54	7.8080
U-4 GLOBAL ENTERPRISE INC	51.8250	63.8250	72.8250	55.8250	244.3000	11	CBE	\$ 2,595,047.69	8.8250

Total points awarded for price for each Agreement will be determined by applying the following formula:  
(Lowest Proposed Price/Proposer's Price) x 30 = Price Score

# SCORING SHEET

Final Evaluation Meeting - Agreement No. 3 - Large Facilities Group 2 (CBE Reserve)  
RFP No. and Name: BLD2121632P1, Janitorial Services - County Facilities  
Date: January 5, 2022  
Location: Virtual and In-Person (Microsoft Teams and Room GC 430)

Firm Name	Arethia Douglas	Craig Schuler	Jill Sears	Jonathan Allen	Total	Ranking	(CBE or Non-CBE) Preference	Pricing Submitted by Vendor on Item Response Form	Points for Pricing by Vendor [(Lowest Proposed Price/Proposer's Price) x 30 = Price Score]
1 LEE SUPPORT SERVICES INC.	56.9524	58.9524	75.9524	50.9524	242.8096	14	CBE	\$ 1,826,415.01	9.9524
ALJ SERVICES LLC	56.5225	57.5225	76.5225	54.5225	245.0900	13	CBE	\$ 2,132,841.76	8.5225
ANN'S JANITORIAL SERVICES, INC.	66.6117	58.6117	75.6117	56.6117	257.4468	10	CBE	\$ 1,712,938.94	10.6117
CHI-ADA CORPORATION	71.5244	69.5244	78.5244	67.5244	287.0576	4	Non-CBE	\$ 2,132,353.69	8.5244
CLEAN FEEK'S JANITORIAL SERVICES, LLC	71.0533	59.0533	73.0533	60.0533	263.2132	9	CBE	\$ 2,257,089.65	8.0533
COMET CLEANING SYSTEMS INC.	65.7681	60.7681	63.7681	55.7681	246.0724	11	CBE	\$ 2,073,087.41	8.7681
DAMMEL CLEANING ENTERPRISE, INC.DBA PALM BEACH & BROWARD BUILDING	78.1270	64.1270	73.1270	75.1270	290.5080	3	CBE	\$ 1,794,915.46	10.1270
I&G CLEANING, INCORPORATED	66.7153	67.7153	81.7153	62.7153	278.8612	6	CBE	\$ 1,235,252.28	14.7153
JANITORIAL 5 STAR SERVICES LLC	90.0000	85.0000	97.0000	80.0000	352.0000	1	CBE	\$ 605,904.17	30.0000
L&B JANITORIAL SERVICES, INC.	71.0048	73.0048	78.0048	53.0048	275.0192	7	Non-CBE	\$ 2,270,774.67	8.0048
M&M GLOBAL MULTI SERVICES, INC.	51.2363	60.2363	71.2363	52.2363	234.9452	15	CBE	\$ 1,775,745.21	10.2363
MCKENZIE'S CLEANING INC.	73.5736	66.5736	80.5736	60.5736	281.2944	5	CBE	\$ 1,719,101.22	10.5736
SUNSHINE CLEANING SYSTEMS, INC.	78.5624	72.5624	80.5624	76.5624	308.2496	2	Non-CBE	\$ 1,720,926.62	10.5624
TRIANGLE SERVICES OF FLORIDA, INC.	66.7161	63.7161	71.7161	61.7161	263.8644	8	Non-CBE	\$ 2,706,491.91	6.7161
U-4 GLOBAL ENTERPRISE, INC.	53.1235	60.1235	75.1235	57.1235	245.4940	12	CBE	\$ 1,795,530.76	10.1235

Total points awarded for price for each Agreement will be determined by applying the following formula:  
(Lowest Proposed Price/Proposer's Price) x 30 = Price Score

# SCORING SHEET

Final Evaluation Meeting - Agreement No. 4 - Large Facilities Group 3 (CBE Reserve)  
RFP No. and Name: BLD2121632P1, Janitorial Services - County Facilities  
Date: January 5, 2022  
Location: Virtual and In-Person (Microsoft Teams and Room GC 430)

Firm Name	Arethia Douglas	Craig Schuler	Jill Sears	Jonathan Allen	Total	Ranking	(CBE or Non-CBE) Preference	Pricing Submitted by Vendor on Item Response Form	Points for Pricing by Vendor [(Lowest Proposed Price/Proposer's Price) x 30 = Price Score]
1 LEE SUPPORT SERVICES INC.	54.5602	56.5602	73.5602	48.5602	233.2408	12	CBE	\$ 2,802,425.23	7.5602
ALL SERVICES LLC	55.4730	55.4730	74.4730	52.4730	237.8920	10	CBE	\$ 3,273,163.04	6.4730
ANN'S JANITORIAL SERVICES, INC.	63.7259	55.7259	72.7259	53.7259	245.9036	9	CBE	\$ 2,742,325.80	7.7259
CHI-LADA CORPORATION	68.3913	74.3913	77.3913	66.3913	286.5652	3	Non-CBE	\$ 2,866,496.52	7.3913
COMET CLEANING SYSTEMS INC.	67.3459	62.3459	65.3459	57.3459	252.3836	8	CBE	\$ 2,047,863.00	10.3459
I&G CLEANING INCORPORATED	68.2130	69.2130	83.2130	64.2130	284.8520	4	CBE	\$ 1,306,794.00	16.2130
JANITORIAL 5 STAR SERVICES LLC	90.0000	85.0000	97.0000	80.0000	352.0000	1	CBE	\$ 706,234.50	30.0000
L&B JANITORIAL SERVICES, INC.	71.3668	65.3668	78.3668	53.3668	268.4672	7	Non-CBE	\$ 2,532,274.84	8.3668
M&M GLOBAL MULTI SERVICES, INC.	48.4764	57.4764	68.4764	49.4764	223.9056	13	CBE	\$ 2,833,851.78	7.4764
McKENZIE'S CLEANING, INC.	71.0240	65.0240	78.0240	58.0240	272.0960	6	CBE	\$ 2,640,460.48	8.0240
SUNSHINE CLEANING SYSTEMS, INC.	76.2074	75.2074	78.2074	74.2074	303.8296	2	Non-CBE	\$ 2,581,458.00	8.2074
TRIANGLE SERVICES OF FLORIDA, INC.	68.9101	65.9101	73.9101	63.9101	272.6404	5	Non-CBE	\$ 2,377,864.38	8.9101
U-4 GLOBAL ENTERPRISE INC.	50.9454	56.9454	71.9454	54.9454	234.7816	11	CBE	\$ 2,666,591.24	7.9454

Total points awarded for price for each Agreement will be determined by applying the following formula:  
(Lowest Proposed Price/Proposer's Price) x 30 = Price Score

# SCORING SHEET

Final Evaluation Meeting - Agreement No. 5 - Large Facilities Group 4 (CBE Reserve)  
RFP No. and Name: BLD2121632P1, Janitorial Services - County Facilities  
Date: January 5, 2022  
Location: Virtual and In-Person (Microsoft Teams and Room GC 430)

Firm Name	Arethia Douglas	Craig Schuler	Jill Sears	Jonathan Allen	Total	Ranking	(CBE or Non-CBE) Preference	Pricing Submitted by Vendor on Item Response Form	Points for Pricing by Vendor [(Lowest Proposed Price/Proposer's Price) x 30 = Price Score]
1 LEE SUPPORT SERVICES INC.	53.8418	61.8418	72.8418	47.8418	236.3672	13	CBE	\$ 2,314,754.02	6.8418
ALJ SERVICES LLC	55.4746	61.4746	74.4746	52.4746	243.8984	9	CBE	\$ 2,446,018.34	6.4746
ANN'S JANITORIAL SERVICES, INC.	63.0018	55.0018	72.0018	53.0018	243.0072	10	CBE	\$ 2,261,842.78	7.0018
CHI-ADA CORPORATION	68.3452	68.3452	77.3452	66.3452	280.3808	3	NON-CBE	\$ 2,156,097.72	7.3452
CLEAN FREEK'S JANITORIAL SERVICES, LLC	69.3069	57.3069	71.3069	58.3069	256.2276	8	CBE	\$ 2,511,066.39	6.3069
COMET CLEANING SYSTEMS, INC.	64.8646	59.8646	62.8646	54.8646	242.4584	11	CBE	\$ 2,013,702.53	7.8646
I&G CLEANING INCORPORATED	63.5863	67.5863	78.5863	59.5863	269.3452	5	CBE	\$ 1,366,876.72	11.5863
JANITORIAL 5 STAR SERVICES LLC	90.0000	91.0000	97.0000	80.0000	358.0000	1	CBE	\$ 527,899.73	30.0000
L&B JANITORIAL SERVICES, INC.	67.7101	67.7101	74.7101	49.7101	259.8404	7	NON-CBE	\$ 3,362,343.27	4.7101
M&M GLOBAL MULTI SERVICES, INC.	47.7659	62.7659	67.7659	48.7659	227.0636	14	CBE	\$ 2,340,707.89	6.7659
MCJ PROFESSIONAL CLEANING SERVICES, CORP.	90.6686	81.6686	93.6686	74.6686	340.6744	2	CBE	\$ 641,989.70	24.6686
McKENZIE'S CLEANING INC.	70.2647	74.2647	77.2647	57.2647	279.0588	4	CBE	\$ 2,179,979.28	7.2647
TRIANGLE SERVICES OF FLORIDA, INC.	67.8245	64.8245	72.8245	62.8245	268.2980	6	NON-CBE	\$ 2,024,034.92	7.8245
U-4 GLOBAL ENTERPRISE INC.	49.9597	61.9597	70.9597	53.9597	236.8388	12	CBE	\$ 2,275,514.80	6.9597

Total points awarded for price for each Agreement will be determined by applying the following formula:  
(Lowest Proposed Price/Proposer's Price) x 30 = Price Score

## SCORING SHEET

Final Evaluation Meeting - Agreement No. 6 - Large Facilities Group 5 (SBE Reserve)  
RFP No. and Name: BLD2121632P1, Janitorial Services - County Facilities  
Date: January 5, 2022  
Location: Virtual and In-Person (Microsoft Teams and Room GC 430)

Firm Name	Arethia Douglas	Craig Schuler	Jill Sears	Jonathan Allen	Total	Ranking	Pricing Submitted by Vendor on Item Response Form	Points for Pricing by Vendor [(Lowest Proposed Price/Proposer's Price) x 30 = Price Score]
1 LEE SUPPORT SERVICES INC.	56.4803	64.4803	75.4803	50.4803	246.9212	6	\$ 284,769.29	9.4803
AMER-PLUS JANITORIAL MAINTENANCE LLC	71.6913	62.6913	74.6913	51.6913	260.7652	2	\$ 230,915.95	11.6913
CLEAN FREEK'S JANITORIAL SERVICES, LLC	67.1326	55.1326	69.1326	56.1326	247.5304	5	\$ 653,269.74	4.1326
COMET CLEANING SYSTEMS INC.	64.0837	59.0837	62.0837	54.0837	239.3348	7	\$ 381,117.70	7.0837
I&G CLEANING INCORPORATED	59.0911	60.0911	74.0911	55.0911	248.3644	3	\$ 380,719.42	7.0911
JANITORIAL 5 STAR SERVICES LLC	91.0000	96.0000	97.0000	80.0000	364.0000	1	\$ 89,990.36	30.0000
M&M GLOBAL MULTI SERVICES, INC.	50.3210	65.3210	70.3210	51.3210	237.2840	8	\$ 289,638.50	9.3210
SELEK ENGINEERING CONSULTANTS AND ASSOCIATES CORPORATION	18.3985	14.3985	2.3985	19.3985	54.5940	9	\$ 1,125,568.40	2.3985
U-4 GLOBAL ENTERPRISE INC.	52.7975	64.7975	73.7975	56.7975	248.1900	4	\$ 275,550.64	9.7975

Total points awarded for price for each Agreement will be determined by applying the following formula:  
(Lowest Proposed Price/Proposer's Price) x 30 = Price Score

# SCORING SHEET

Final Evaluation Meeting - Agreement No. 7 - Large Facilities Group 6 (SBE Reserve)  
RFP No. and Name: BLD2121632P1, Janitorial Services - County Facilities  
Date: January 5, 2022  
Location: Virtual and In-Person (Microsoft Teams and Room GC 430)

Firm Name	Arethia Douglas	Craig Schuler	Jill Sears	Jonathan Allen	Total	Ranking	Pricing Submitted by Vendor on Item Response Form	Points for Pricing by Vendor [(Lowest Proposed Price/Proposer's Price) x 30 = Price Score]
1 LEE SUPPORT SERVICES INC.	57.8853	65.8853	76.8853	51.8853	252.5412	8	\$ 512,187.40	10.8853
ALJ SERVICES LLC	58.8163	61.8163	77.8163	55.8163	254.2652	6	\$ 567,964.16	9.8163
AMER-PLUS JANITORIAL MAINTENANCE LLC	71.9514	64.9514	74.9514	51.9514	263.8056	5	\$ 466,499.37	11.9514
CLEAN FREEK'S JANITORIAL SERVICES, LLC	68.2761	56.2761	70.2761	57.2761	252.1044	9	\$ 1,056,701.46	5.2761
COMET CLEANING SYSTEMS INC.	74.0289	69.0289	72.0289	64.0289	279.1156	4	\$ 327,402.70	17.0289
I&G CLEANING INCORPORATED	69.3937	70.3937	84.3937	65.3937	289.5748	2	\$ 320,535.74	17.3937
JANITORIAL 5 STAR SERVICES LLC	91.0000	96.0000	97.0000	80.0000	364.0000	1	\$ 185,843.36	30.0000
JOB DONE CLEANING SERVICES AND SUPPLIES, INC.	71.7004	72.7004	77.7004	64.7004	286.8016	3	\$ 574,751.99	9.7004
M&M GLOBAL MULTI SERVICES, INC.	53.7017	66.7017	71.7017	52.7017	244.8068	10	\$ 520,972.67	10.7017
U-4 GLOBAL INTERPRISE INC.	54.2506	66.2506	75.2506	58.2506	254.0024	7	\$ 495,554.61	11.2506

Total points awarded for price for each Agreement will be determined by applying the following formula:  
(Lowest Proposed Price/Proposer's Price) x 30 = Price Score

## Scoring Summary Sheet

Final Evaluation Meeting - Agreement No. 8 - Small Facilities Group 1 (SBE Reserve)  
RFP No. and Name: BLD2121632P1, Janitorial Services - County Facilities  
Date: January 5, 2022  
Location: Virtual and In-Person (Microsoft Teams and Room GC 430)

Firm Name	Arethia Douglas	Craig Schuler	Jill Sears	Jonathan Allen	Total	Ranking	Pricing Submitted by Vendor on Item Response Form	Points for Pricing by Vendor [(Lowest Proposed Price/Proposer's Price) x 30 = Price Score]
1 LEE SUPPORT SERVICES INC.	48.5164	59.5164	67.5164	42.5164	218.0656	8	\$ 410,818.68	1.5164
ALJ SERVICES, LLC	79.0000	88.0000	98.0000	76.0000	341.0000	1	\$ 20,764.87	30.0000
AMER-PLUS JANITORIAL MAINTENANCE LLC	63.6124	60.6124	64.6124	41.6124	230.4496	5	\$ 386,347.08	1.6124
CLEAN FREEK'S JANITORIAL SERVICES LL	63.4614	59.4614	65.4614	52.4614	240.8456	3	\$ 1,350,223.40	0.4614
COMET CLEANING SYSTEMS, INC.	57.6217	60.6217	55.6217	47.6217	221.4868	6	\$ 1,002,042.88	0.6217
I&G CLEANING INCORPORATED	53.1097	68.1097	68.1097	49.1097	238.4388	4	\$ 561,372.00	1.1097
JANITORIAL 5 STAR SERVICES LLC	64.4568	64.4568	70.4568	53.4568	252.8272	2	\$ 180,206.50	3.4568
M&M GLOBAL MULTI SERVICES, INC.	42.4908	60.4908	62.4908	43.4908	208.9632	9	\$ 417,851.29	1.4908
SELEK ENGINEERING CONSULTANTS AND ASSOCIATES CORPORATION	16.2799	12.2799	0.2799	17.2799	46.1196	10	\$ 2,225,710.00	0.2799
U-4 GLOBAL ENTERPRISE INC.	44.5672	59.5672	65.5672	48.5672	218.2688	7	\$ 397,483.87	1.5672

Total points awarded for price for each Agreement will be determined by applying the following formula:  
(Lowest Proposed Price/Proposer's Price) x 30 = Price Score

## Scoring Summary Sheet

Final Evaluation Meeting - Agreement No. 9 - Small Facilities Group 2 (SBE Reserve)  
RFP No. and Name: BLD2121632P1, Janitorial Services - County Facilities  
Date: January 5, 2022  
Location: Virtual and In-Person (Microsoft Teams and Room GC 430)

Firm Name	Arethia Douglas	Craig Schuler	Jill Sears	Jonathan Allen	Total	Ranking	Pricing Submitted by Vendor on Item Response Form	Points for Pricing by Vendor [(Lowest Proposed Price/Proposer's Price) x 30 = Price Score]
1 LEE SUPPORT SERVICES INC.	53.8946	64.8946	72.8946	47.8946	239.5784	7	\$ 235,937.95	6.8946
ALJ SERVICES LLC	79.0000	88.0000	98.0000	76.0000	341.0000	1	\$ 54,223.16	30.0000
AMER-PLUS JANITORIAL MAINTENANCE LLC	71.4705	68.4705	72.4705	49.4705	261.8820	4	\$ 171,764.29	9.4705
COMET CLEANING SYSTEMS INC.	61.6943	64.6943	59.6943	51.6943	237.7772	8	\$ 346,522.05	4.6943
I&G CLEANING INCORPORATED	56.9530	66.9530	71.9530	52.9530	248.8120	5	\$ 328,428.28	4.9530
JANITORIAL 5 STAR SERVICES LLC	82.8612	82.8612	88.8612	71.8612	326.4448	2	\$ 74,410.09	21.8612
JOB DONE CLEANING SERVICES AND SUPPLIES, INC.	68.5820	72.5820	74.5820	61.5820	277.3280	3	\$ 247,143.84	6.5820
M&M GLOBAL MULTI SERVICES, INC.	47.7789	65.7789	67.7789	48.7789	230.1156	9	\$ 239,964.65	6.7789
U-4 GLOBAL ENTERPRISE INC.	50.1249	65.1249	71.1249	54.1249	240.4996	6	\$ 228,311.26	7.1249

Total points awarded for price for each Agreement will be determined by applying the following formula:  
(Lowest Proposed Price/Proposer's Price) x 30 = Price Score

## Scoring Summary Sheet

Final Evaluation Meeting - Agreement No. 10 - Small Facilities Group 3 (SBE Reserve)  
RFP No. and Name: BLD2121632P1, Janitorial Services - County Facilities  
Date: January 5, 2022  
Location: Virtual and In-Person (Microsoft Teams and Room GC 430)

Firm Name	Arethia Douglas	Craig Schuler	Jill Sears	Jonathan Allen	Total	Ranking	Pricing Submitted by Vendor on Item Response Form	Points for Pricing by Vendor [(Lowest Proposed Price/Proposer's Price) x 30 = Price Score]
1 LEE SUPPORT SERVICES INC.	57.5765	65.5765	76.5765	51.5765	251.3060	5	\$ 419,888.02	10.5765
ALJ SERVICES LLC	55.3867	61.3867	74.3867	52.3867	243.5468	7	\$ 697,306.97	6.3687
AMER-PLUS JANITORIAL MAINTENANCE LLC	73.1430	64.1430	74.1430	51.1430	262.5720	3	\$ 398,540.16	11.1430
CLEAN FREEK'S JANITORIAL SERVICES, LLC	66.9610	56.9610	68.9610	55.9610	248.8440	6	\$ 1,203,171.78	3.6910
I&G CLEANING INCORPORATED	62.2474	69.2474	75.2474	56.2474	262.9896	2	\$ 538,464.38	8.2474
JANITORIAL 5 STAR SERVICES LLC	91.0000	91.0000	97.0000	80.0000	359.0000	1	\$ 148,031.54	30.0000
M&M GLOBAL MULTI SERVICES, INC.	51.3983	66.3983	71.3983	52.3983	241.5932	8	\$ 427,083.93	10.3983
U-4 GLOBAL ENTERPRISE, INC.	53.9312	65.9312	74.9312	57.9312	252.7248	4	\$ 406,264.32	10.9312

Total points awarded for price for each Agreement will be determined by applying the following formula:  
(Lowest Proposed Price/Proposer's Price) x 30 = Price Score

## Scoring Summary Sheet

Final Evaluation Meeting - Agreement No. 11 - Small Facilities Group 4 (SBE Reserve)  
RFP No. and Name: BLD2121632P1, Janitorial Services - County Facilities  
Date: January 5, 2022  
Location: Virtual and In-Person (Microsoft Teams and Room GC 430)

Firm Name	Arethia Douglas	Craig Schuler	Jill Sears	Jonathan Allen	Total	Ranking	Pricing Submitted by Vendor on Item Response Form	Points for Pricing by Vendor [(Lowest Proposed Price/Proposer's Price) x 30 = Price Score]
1 LEE SUPPORT SERVICES INC.	62.3622	73.3622	81.3622	56.3622	273.4488	5	\$ 282,318.15	15.3622
ALJ SERVICES LLC	59.1701	68.1701	78.1701	56.1701	261.6804	7	\$ 404,948.64	10.7101
AMER-PLUS JANITORIAL MAINTENANCE LLC	79.0208	76.0208	80.0208	57.0208	292.0832	3	\$ 254,807.22	17.0208
CLEAN FREEK'S JANITORIAL SERVICES, LLC	68.6030	64.6030	70.6030	57.6030	261.4120	8	\$ 774,061.08	5.6030
COMET CLEANING SYSTEMS INC.	63.9519	66.9519	61.9519	53.9519	246.8076	10	\$ 623,861.70	6.9519
I&G CLEANING INCORPORATED	56.8271	66.8271	71.8271	52.8271	248.3084	9	\$ 898,477.94	4.8271
JANITORIAL 5 STAR SERVICES LLC	91.0000	91.0000	97.0000	80.0000	359.0000	1	\$ 144,567.66	30.0000
JOB DONE CLEANING SERVICES AND SUPPLIES, INC.	74.3582	78.3582	80.3582	67.3582	300.4328	2	\$ 350,944.28	12.3582
M&M GLOBAL MULTI SERVICES, INC.	56.1040	74.1040	76.1040	57.1040	263.4160	6	\$ 287,145.14	15.1040
U-4 GLOBAL INTERPRISE INC.	58.8761	73.8761	79.8761	62.8761	275.5044	4	\$ 273,179.40	15.8761

Total points awarded for price for each Agreement will be determined by applying the following formula:  
(Lowest Proposed Price/Proposer's Price) x 30 = Price Score

## Scoring Summary Sheet

Final Evaluation Meeting - Agreement No. 12 - Broward County Judicial Complex (CBE Reserve)  
RFP No. and Name: BLD2121632P1, Janitorial Services - County Facilities  
Date: January 5, 2022  
Location: Virtual and In-Person (Microsoft Teams and Room GC 430)

Firm Name	Arethia Douglas	Craig Schuler	Jill Sears	Jonathan Allen	Total	Ranking	(CBE or Non-CBE) Preference	Pricing Submitted by Vendor on Item Response Form	Points for Pricing by Vendor [(Lowest Proposed Price/Proposer's Price) x 30 = Price Score]
1 LEE SUPPORT SERVICES INC.	57.5914	59.5914	76.5914	51.5914	245.3656	10	CBE	\$ 4,745,899.46	10.5914
ALJ SERVICES LLC	58.5783	58.5783	77.5783	55.5783	250.3132	9	CBE	\$ 5,247,881.56	9.5783
AMER-PLUS JANITORIAL MAINTENANCE LLC	71.5671	62.5671	74.5671	51.5671	260.2684	8	CBE	\$ 4,345,579.44	11.5671
CHI-ADA CORPORATION	73.4396	71.4396	80.4396	69.4396	294.7584	3	Non-CBE	\$ 4,814,888.45	10.4396
CLEAN FREEK'S JANITORIAL SERVICES, LLC	75.4903	63.4903	77.4903	64.4903	280.9612	5	CBE	\$ 4,024,391.86	12.4903
I&G CLEANING INCORPORATED	65.0450	66.0450	80.0450	61.0450	272.1800	6	CBE	\$ 3,853,260.00	13.0450
JANITORIAL 5 STAR SERVICES LLC	91.0000	85.0000	97.0000	80.0000	353.0000	1	CBE	\$ 1,675,523.00	30.0000
M&M GLOBAL MULTI SERVICES, INC.	51.4739	60.4739	71.4739	52.4739	235.8956	11	CBE	\$ 4,799,135.80	10.4739
McKENZIE'S CLEANING INC.	74.2329	67.2329	81.2329	61.2329	283.9316	4	CBE	\$ 4,474,845.68	11.2329
SUNSHINE CLEANING SYSTEMS, INC.	78.8644	72.8644	80.8644	76.8644	309.4576	2	Non-CBE	\$ 4,626,627.00	10.8644
TRIANGLE SERVICES OF FLORIDA, INC.	70.4356	73.4356	75.4356	52.4356	271.7424	7	Non-CBE	\$ 4,395,548.56	11.4356

Total points awarded for price for each Agreement will be determined by applying the following formula:  
(Lowest Proposed Price/Proposer's Price) x 30 = Price Score

# SCORING SHEET

Final Evaluation Meeting - Agreement No. 13 - Port Everglades Facilities (CBE Reserve)  
RFP No. and Name: BLD2121632P1, Janitorial Services - County Facilities  
Date: January 5, 2022  
Location: Virtual and In-Person (Microsoft Teams and Room GC 430)

Firm Name	Arethia Douglas	Craig Schuler	Jill Sears	Jonathan Allen	Total	Ranking	(CBE or Non-CBE) Preference	Pricing Submitted by Vendor on Item Response Form	Points for Pricing by Vendor [(Lowest Proposed Price/Proposer's Price) x 30 = Price Score]
1 LEE SUPPORT SERVICES INC.	59.7185	70.7185	78.7185	53.7185	262.8740	6	CBE	\$ 1,067,343.18	12.7185
AMER-PLUS JANITORIAL MAINTENANCE LLC	68.8753	67.8753	73.8753	48.8753	259.5012	7	CBE	\$ 1,529,528.05	8.8753
CHI-ADA CORPORATION	70.4581	68.4581	73.4581	66.4581	278.8324	4	Non-CBE	\$ 1,820,168.56	7.4581
JANITORIAL 5 STAR SERVICES LLC	91.0000	91.0000	97.0000	79.0000	358.0000	1	CBE	\$ 452,498.74	30.0000
M&M GLOBAL MULTI SERVICES, INC.	53.5776	71.5776	73.5776	54.5776	253.3104	8	CBE	\$ 1,079,296.82	12.5776
MCJ PROFESSIONAL CLEANING SERVICES, CORP.	80.6082	79.6082	83.6082	64.6082	308.4328	2	CBE	\$ 929,270.31	14.6082
McKENZIE'S CLEANING INC.	77.5420	80.5420	83.5420	63.5420	305.1680	3	CBE	\$ 1,002,433.44	13.5420
U-4 GLOBAL ENTERPRISE INC.	56.9371	70.9371	76.9371	59.9371	264.7484	5	CBE	\$ 1,049,308.84	12.9371

Total points awarded for price for each Agreement will be determined by applying the following formula:  
(Lowest Proposed Price/Proposer's Price) x 30 = Price Score

# SCORING SHEET

Final Evaluation Meeting - Agreement No. 14 - 911 Regional Dispatch Center (CBE Reserve)  
RFP No. and Name: BLD2121632P1, Janitorial Services - County Facilities  
Date: January 5, 2022  
Location: Virtual and In-Person (Microsoft Teams and Room GC 430)

Firm Name	Arethia Douglas	Craig Schuler	Jill Sears	Jonathan Allen	Total	Ranking	(CBE or Non-CBE) Preference	Pricing Submitted by Vendor on Item Response Form	Points for Pricing by Vendor [(Lowest Proposed Price/Proposer's Price) x 30 = Price Score]
1 LEE SUPPORT SERVICES INC.	56.5917	67.5917	75.5917	50.5917	250.3668	10	CBE	\$ 794,023.29	9.5917
ALJ SERVICES LLC	60.0137	69.0137	79.0137	57.0137	265.0548	8	CBE	\$ 691,510.99	11.0137
AMER-PLUS JANITORIAL MAINTENANCE LLC	71.0735	70.0735	74.0735	51.0735	266.2940	7	CBE	\$ 687,775.12	11.0735
CHI-ADA CORPORATION	72.4315	70.4315	79.4315	68.4315	290.7260	3	Non-CBE	\$ 807,513.75	9.4315
COMET CLEANING SYSTEMS INC.	64.6259	67.6259	62.6259	54.6259	249.5036	11	CBE	\$ 998,711.20	7.6259
I&G CLEANING INCORPORATED	64.9037	76.9037	75.9037	57.9037	275.6148	6	CBE	\$ 769,009.91	9.9037
JANITORIAL 5 STAR SERVICES LLC	91.0000	91.0000	97.0000	79.0000	358.0000	1	CBE	\$ 253,868.74	30.0000
M&M GLOBAL MULTI SERVICES, INC	50.3656	68.3656	70.3656	51.3656	240.4624	12	CBE	\$ 813,195.99	9.3656
MCJ PROFESSIONAL CLEANING SERVICES, CORP.	77.1324	77.1324	81.1324	62.1324	297.5296	2	CBE	\$ 627,747.44	12.1324
McKENZIE'S CLEANING INC.	73.1003	77.1003	80.1003	58.1003	288.4012	5	CBE	\$ 754,040.66	10.1003
TRIANGLE SERVICES OF FLORIDA, INC.	71.0114	68.0114	85.0114	66.0114	290.0456	4	Non-CBE	\$ 691,650.96	11.0114
U-4 GLOBAL ENTERPRISE INC.	53.6331	67.6331	73.6331	56.6331	251.5324	9	CBE	\$ 790,614.03	9.6331

Total points awarded for price for each Agreement will be determined by applying the following formula:  
(Lowest Proposed Price/Proposer's Price) x 30 = Price Score

**From:** [teresa@igcleaning.com](mailto:teresa@igcleaning.com)  
**To:** [Lemire, Michelle](#); [Mcdonald, Sandy-Michael](#)  
**Cc:** [ccalhound@broward.org](mailto:ccalhound@broward.org)  
**Subject:** RE: Questions on Ranking for project BLD2121632P1/Please forward to Director of Purchasing  
**Date:** Tuesday, January 18, 2022 5:47:42 PM  
**Importance:** High

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Good afternoon can you please forward this to Director of Purchasing Thank you have a great day please confirm that you receive this email again Thank you.

This is to inquire on the ranking for project BLD2121632P1 Janitorial Services-County Facilities. Based on the posted rankings, it appears that **Janitorial 5 star** ranked number 1 for agreements 1-7, and 10-14 and **ALJ Services** ranked number 1 for agreements 8 and 9. In reviewing the solicitations it is clear that Janitorial 5 Star's pricing information as submitted in Bidsync (Periscope) was for one year. When comparing the Bidsync information to the submittal from the firm as posted on the Purchasing website it clearly doubles in price. It is my belief that Janitorial 5 Star should not be ranked number 1 for agreements 1-7, and 10-14 due to the firm's submittal on Bidsync being for one year as opposed to two years as clearly stated on the solicitation. Can the County allow this firm to withdraw its proposals? Can the County reject their proposals because they submitted pricing for one year as opposed to two years as required? Whatever the case, this firm should not be ranked number 1 for the stated agreements.

Additionally, for **ALJ Services** it is clearly a mistake on the numbers the firm submitted. It is impossible for a firm to provide the services for the price it submitted for projects 8 and 9. They definitely should not be ranked number one on those projects. I believe that the County would be acting fiscally responsible in highlighting a mistake like that and allowing the firm to withdraw its proposal.

Another question is that of the application of the 10% and/or the 5% applicable to these agreements for ranking and "CBE presumptive awardee" where or when was that applied? The 10% and/or 5% is not represented in the ranking because some of the ranked firms are not CBE certified firms. Based on the Broward County Business Opportunity Act,

The Broward County Business Opportunity Act, Sec. 1-81.3. – CBE goals and reserves. (f), states:

*"Solicitations Involving Reserves. When a CBE reserve is established in connection with a County solicitation, CBEs and nonCBEs may respond to the solicitation. If a CBE with capacity to perform the work submits a responsive and responsible Bid or Proposal, the work will be awarded to the CBE that submits the lowest responsive and*

responsible Bid, or the highest-ranked responsive and responsible Proposal, subject to the conditions stated below (and consistent with all applicable terms and conditions of the County's Procurement Code and subject to entering into an agreement acceptable to the County). The CBE with the lowest responsive and responsible Bid, or with the highest-ranked responsive and responsible Proposal, as compared to all other CBEs (the "CBE Presumptive Awardee"), shall be awarded the contract if the CBE Presumptive Awardee meets the following requirements, as applicable:

1) *Monetary Differential: The total Bid or Proposal amount of the CBE Presumptive Awardee: (a)(i) does not exceed Three Million Dollars (\$3,000,000) and (ii) does not exceed the total amount of the lowest responsive and responsible Bid, or the total amount of the highest-ranked responsive and responsible Proposal, as applicable, from a nonCBE by more than ten percent (10%); or (b)(i) exceeds Three Million Dollars (\$3,000,000) and (ii) does not exceed the total amount of the lowest responsive and responsible Bid, or the total amount of the highest-ranked responsive and responsible Proposal, as applicable, from a nonCBE by more than five percent (5%); and*

(2) *Points Differential: For competitive solicitations in which the Proposals are assigned point totals, after deducting the points awarded for price from the total points awarded to each applicable Proposal, the total points assigned to the CBE Presumptive Awardee: (a) for Proposals that do not exceed Three Million Dollars (\$3,000,000), are not more than ten percent (10%) less than the total points assigned to the highest-ranked responsive and responsible nonCBE; or (b) for Proposals that exceed Three Million Dollars (\$3,000,000), are not more than five percent (5%) less than the total points assigned to the highest-ranked responsive and responsible nonCBE."*

Teresa Houston  
Owner/CEO  
I&G Cleaning Inc.  
515 E. Las Olas Blvd. Suit 120  
Fort Lauderdale, Fl 33301  
Office: (954) 745-9560  
Cell: (561) 951-7608  
teresa@igcleaning.com



3600 S State Road 7, Suite 38  
Miramar, Florida 33023  
DADE: (305) 249-5911  
BRWD: (954) 893-5555  
Facsimile: (305) 390-0930  
[www.mckenziecleaning.com](http://www.mckenziecleaning.com)

January 19, 2022

Via Email:  
Director of Purchasing  
Broward County Purchasing Division  
115 South Andrews Avenue, Room 212  
Fort Lauderdale, Florida 33301

**Written Vendor Protest to Ranking for  
Janitorial Services for County Facilities  
Bid Number: BLD2121632P1**

**Attention Director of Purchasing;**

Please be advised that McKenzie's Cleaning, Inc. (MCI) hereby formally object to the ranking of the Janitorial Services of the County Facilities. The Evaluation Committee issued a scoring sheet and ranking of vendors that bid on fourteen (14) Agreements with Broward County.

It is the objective of the County's CBE program to ensure that Small Broward-County-based business are provided sufficient opportunities to meaningfully participate in the award of Broward County-funded contracts and to ensure that only the entities that meet the eligibility criteria stated in the ordinance are permitted to participate.

The evaluation committee and criteria in ranking vendors is confusing. Specifically, the evaluation criteria and the evaluation committee's score sheet do not show the amount of weight each pricing criterion is given in determining the rank of the vendors based on pricing. There is a significant difference between the lowest priced firm receiving the highest score of 30 points and the firm with the 2<sup>nd</sup> lowest points received only the average of 11 points. Is there a Matrix for points accolated for pricing? What are the criteria for points distribution?

Second, Janitorial 5 Star Services bid was significantly lower compared to the other vendors because it appears to be only for the first year of the agreement. MCI would like to know what efforts were made to review and quarry Janitorial 5 Star Services' bid for the entirety of the two-year agreement.

Finally, CBE vendor should have benefitted from the ten percent (10%) differential of the successful bidder. The CBE reserve agreement requires that in the event a CBE firm bid is within the ten percent (10%) differential of the successful bidder or the highest-ranking vendor, then the CBE vendor would be given the opportunity to match or surpass the highest-ranking non-CBE vendor. Based on the ranking a CBE vendor was not afforded the benefit of its CBE status. Simply

stated, MCI would like to know if the ten percent (10%) differential was considered in determining the final ranking of the CBE vendors.

Thank you for your immediate attention to this matter. Should you have any questions or concerns please feel free to contact our office for further inquiries.

Regards,

Ms. Terriann McKenzie  
President  
McKenzie's Cleaning Inc.

Mark J. Stempler  
Shareholder  
Board Certified Construction Lawyer  
LEED Green Associate  
Phone: 561.820.2884 Fax: 561.832.8987  
mstempler@beckerlawyers.com



Becker & Poliakoff  
625 N. Flagler Drive  
7th Floor  
West Palm Beach, FL 33401

January 24, 2022

**Via Email: [rgleason@broward.org](mailto:rgleason@broward.org)**

Robert Gleason, Director  
Broward County Purchasing Division  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301

**Re: RFP No. BLD212163P1, Janitorial Services - County Facilities –  
("RFP") Objection Letter**

Dear Mr. Gleason:

The undersigned law firm represents Sunshine Cleaning Systems, Inc. ("Sunshine"). Sunshine submitted a proposal in response to the above-referenced RFP as to Agreements Nos. 1, 3, 4 and 12. Sunshine, the second-ranked proposer for each of those Agreements, submits this Objection to the Evaluation Committee's scoring and ranking of proposers. The scoring and ranking of those four Agreements, in which Janitorial 5 Star Services, LLC ("5 Star") is the top-ranked proposer, is not in conformance with the RFP specifications or Broward County's Procurement Code (the "Code"). Further, there is significant new information that should be taken into consideration by the Purchasing Division or the Evaluation Committee ("EC"), which would deem 5 Star non-responsive and non-responsible.

**Given the recent significant spike in COVID-19 cases and the widespread public health concerns for the last two years, janitorial services have become a critical part of the front line of defense during this pandemic. These four projects are too important not to have the best janitorial services firm performing them.**

Despite the Purchasing Division's and Evaluation Committee's conclusions, 5 Star's proposal was neither responsive nor responsible based on information it did not have or was not aware of during the evaluation, including:

- **5 Star’s proposal fails to meet the requirements of Broward County’s Living Wage Ordinance.** By 5 Star’s own admission, it made an error on its pricing sheets submitted, where the pricing was intended by 5 Star for one (1) year of service, but was submitted to cover two (2) years of service. 5 Star is bound by its submission. Based on the pricing submitted, however, 5 Star mathematically cannot pay the required hourly Living Wage for the minimum number of hours required for Agreements 1, 3, 4, and 12.
- **5 Star’s proposal is mathematically unbalanced. Its price proposals clearly do not reflect the reasonable actual costs of the project.** Its price proposals were at best half the value of the prices submitted by other vendors for same projects, further demonstrating the unreasonableness of its pricing, and casting certain doubt regarding its ability to perform the work. 5 Star’s pricing is even lower than the current value of the existing contracts for the same janitorial work, yet the Living Wage has increased, as have many costs and other expenses.
- **5 Star’s proposal is materially unbalanced.** Its price proposals create reasonable doubt that an award to it will result in the lowest ultimate cost to the County. 5 Star cannot perform the contracts at issue at the prices it submitted, which will ultimately put the burden on the County.
- **In addition, in its proposal 5 Star has misrepresented its experience in janitorial services, failed to provide equipment lists, staffing plans, and transition plans, and failed to demonstrate it has the financial capacity to perform this work.**

For these reasons and others set forth below, the County must reject 5 Star’s proposal for these four projects. As a result, Sunshine, as the No. 2 ranked proposer, should be deemed the top-ranked proposer. This is not only what the law requires, but it is also in the public’s best interest.

## **I. BACKGROUND**

The County issued the RFP on April 7, 2021. It sought proposers to provide janitorial services at numerous County facilities. The RFP was divided into fourteen (14) different projects, or Agreements. Each Agreement is for a 2-year term with up to three potential 1-year renewals. Proposers were evaluated for responsiveness and responsibility. Proposers were scored on several categories based on a 100-point scoring system described in the RFP’s Evaluation Criteria Section.

Price was a significant factor in the evaluation. The bid comments to the RFP state, “Offered prices shall reflect the **maximum amount** for the work defined within the Scope of Services and is subject to potential decreases through negotiation. A Price Worksheet is applicable to this solicitation.” (Emphasis added). Further, Section 1.3 of the Special Instructions to Vendors state:

“The total points awarded for price for each Agreement of locations vendor is proposing will be based on the vendor’s proposed not-to-exceed two (2) year grand total entered in the **Item Response Form** for the initial two (2) term submitted electronically on the PeriscopeSG2 **Item Response Form.**” (Emphasis added).

The price submitted in the Item Response Form cannot be changed, and that is the price that must be evaluated by the County in this procurement.

Section 2.7 of the Special Instructions to Vendors require that each vendor comply with the Living Wage Ordinance of Broward County. The Living Wage Ordinance requires hourly pay to employees without health benefits of \$17.56 for 2022. The Living Wage 2023 is not yet known.

Sunshine submitted proposals for Agreements 1, 3, 4 and 12 of the RFP. For each of those projects, Sunshine was preliminarily ranked second behind 5 Star.

5 Star acknowledged during the final Evaluation Committee meeting on January 5, 2022, it made a mistake on its pricing sheet. It was supposed to propose a price for the initial 2-year term of the contract on each agreement. Instead, 5 Star submitted a price for one (1) year of service. Because 5 Star is bound to the price it submitted on its Response Form, 5 Star agreed that it would provide the services at the prices it submitted. By way of comparison, the prices submitted by top-ranked 5 Star were a fraction of the pricing submitted by all other proposers for Agreements 1, 3, 4, and 12.

The following is a summary of the pricing submitted by 5 Star as the top-ranked proposer, and the next three preliminarily ranked proposers:

**Agreement No. 1**

1.	5 Star	-	\$2,251,083.10
2.	Sunshine	-	\$5,689,762.60
3.	Triangle	-	\$6,176,237.28
4.	Chi-Ada	-	\$8,305,485.26

**Agreement No. 3**

1.	5 Star	-	\$605,904.17
2.	Sunshine	-	\$1,720,926.62
3.	Dammel	-	\$1,794,915.46
4.	Chi-Ada	-	\$2,132,353.69

**Agreement No. 4**

1.	5 Star	-	\$706,234.50
2.	Sunshine	-	\$2,581,458.00
3.	Chi-Ada	-	\$2,866,496.52
4.	I&G Clean-		\$1,306,794.00

**Agreement No. 12**

1.	5 Star	-	\$1,675,523.00
2.	Sunshine	-	\$4,626,627.00
3.	Chi-Ada	-	\$4,814,888.45
4.	McKenzie’s	-	\$4,474,845.68

Pursuant to the evaluation criteria, which was based on a 100-point evaluation system, pricing represented 30 points, by far the most weighted criteria. Further, under the pricing evaluation, the total points awarded for price for each Agreement would be determined by applying the following formula: “(Lowest Proposed Price/Proposer’s Price) x 30 = Price Score.” In this scoring methodology, the proposer with the lowest price receives a significant advantage and benefit to its evaluation score.

5 Star’s proposal submitted wage rates for its levels of employees. The sheets indicate that its “Janitorial Work or Equivalent” workers is \$17.05. 5 Star did not account for increases in the Living Wage that it would have to adhere to.

## II. OBJECTION

The top-ranking of 5 Star is improper. 5 Star should not have been deemed responsible or responsive to the RFP. The Evaluation Committee did not know or appreciate that 5 Star’s proposal failed to meet the requirements of the County’s Living Wage Ordinance, or that it was materially and mathematically unbalanced. Failing to comply with the requirements of the Ordinance gave 5 Star an unfair competitive advantage not afforded to Sunshine or any other proposers for Agreements 1, 3, 4, and 12.

The purpose of the public procurement process is to, “To provide for equitable treatment of participating vendors; To provide safeguards to ensure and maintain the quality and integrity of the County’s procurement system; and To promote public confidence in the procedures followed in public procurement by promoting transparency and uniformity in application.” Broward County Procurement Code §21.2(e)-(g).

Public authorities have wide discretion in awarding a public contract through the competitive procurement process. That discretion, however, “must be exercised based upon clearly defined criteria, and may not be exercised arbitrarily or capriciously.” Liberty County v. Baxter’s Asphalt & Concrete, Inc., 421 So. 2d 505 (Fla. 1982). An agency’s wide discretion in evaluating bids will not be interfered with unless exercised arbitrarily or capriciously, or unless based upon misconception of law, or upon ignorance through lack of inquiry, or in violation of the law, or was the result of improper influence. William A. Berbusse, Jr., Inc. v. North Broward Hospital District, 117 So. 2d 550, 551 (Fla. 2d DCA 1960). Further, **it is wholly improper for an agency to fail to follow the terms of its evaluation process, and doing so is arbitrary and capricious.** State Dep’t of Lottery v. Gtech Corp., 816 So. 2d 648, 652-53 (Fla. 1st DCA 2001).

The object of competitive procurement is:

“to close all avenues to favoritism and fraud in its various forms;... and to afford an equal advantage to all desiring to do business with the county, by affording an opportunity for an exact comparison of bids'....

From the above quote, it is apparent that the entire scheme of bidding on public projects is **to ensure the sanctity of the competitive atmosphere** prior to and after the actual letting of the contract.” (Emphasis added).

Harry Pepper & Associates, Inc. v. City of Cape Coral, 352 So. 2d 1190, 1192 (Fla. 2d DCA 1190); *quoting, in part, Wester v. Belote*, 138 So. 721, 723-23 (Fla. 1931).

Courts have found that a bidder’s mistake in its price was binding upon acceptance by the public agency. Graham v. Clyde, 61 So.2d 656 (Fla. 1952). Unilateral errors by a bidder or proposer are the responsibility of the bidder or proposer, and they will not be relieved from the consequences of them.

**Further, the irregularities in applying the evaluation criteria cannot provide one proposer with an unfair competitive advantage, and cannot be deemed minor technicalities.** See Robinson Electrical Co., Inc. v. Dade County, 417 So. 2d 1032 (Fla. 3d DCA 1032). Harry Pepper & Associates, Inc. v. City of Cape Coral (“In order to insure this desired competitiveness, a bidder cannot be permitted to change his bid after the bids have been opened, except to cure minor irregularities.”).

**A. 5 Star’s Proposal is Non-Responsive and Non-Responsible Because it Fails to Comply with the Living Wage Ordinance**

5 Star’s price proposals for Agreements 1, 3, 4, and 12 fail to comply with Broward County’s Living Wage Ordinance. Compliance with the Living Wage Ordinance is a matter of Responsiveness in the RFP. Section 2.7 of the RFP states:

“Living Wage Requirements: This solicitation requires that the Vendor complies with the Living Wage Ordinance. Vendors must follow the instructions included in the Living Wage Ordinance Requirements section and submit Living Wage Ordinance Compliance Affidavit Form as instructed. The Broward County Board of County Commissioners approved the increase to \$13.61 per hour with qualifying health benefits amounting to at least \$3.44 per hour effective January 1, 2021 or \$17.05 per hour without health benefits.”

Living Wage Ordinance requirements were further described on pages 228-230 of the RFP.

To demonstrate compliance with the Living Wage Ordinance, a simple mathematical analysis can be conducted. The RFP set forth total required hours that work was to be performed on each of the Agreements. For example, on Agreement No. 1, the total required hours are 90,639 hours. If the total number of required hours is divided by any 5 Star’s price proposals for Agreements 1, 3, 4, and 12, and fails to satisfy the Living Wage Ordinance value of \$17.05/hr for year 1, its proposal cannot be responsive.

None of 5 Star's price proposals for Agreements 1, 3, 4, or 12 meet the Living Wage Ordinance requirements. The following demonstrates this failure:

**Agreement No. 1**

Total Minimum Annual	
Required Hours:	90,639.60
Living Wage:	\$1,545,405.18 (Year 1)(@ \$17.05)
	\$1,591,631.38 (Year 2)(@(\$17.56)
Total Living Wage:	<u>\$3,137,036.56</u>
5 Star Price Proposed(2 years):	\$2,251,083.10
<b>Shortfall:</b>	<b><u>(\$ 885,953.46)</u></b>

**Agreement No. 3**

Total Minimum Annual	
Required Hours:	29,517.60
Living Wage:	\$ 503,275.08 (Year 1)(@ \$17.05)
	\$ 518,329.06 (Year 2)(@(\$17.56)
Total Living Wage:	<u>\$1,021,604.14</u>
5 Star Price Proposed(2 years):	\$605,904.17
<b>Shortfall:</b>	<b><u>(\$ 415,699.97)</u></b>

**Agreement No. 4**

Total Minimum Annual	
Required Hours:	46,767.60
Living Wage:	\$ 797,387.58 (Year 1) (@ \$17.05)
	\$ 821,239.06 (Year 2) (@(\$17.56)
Total Living Wage:	<u>\$1,618,626.64</u>
5 Star Price Proposed(2 years):	\$706,234.50
<b>Shortfall:</b>	<b><u>(\$ 912,392.14)</u></b>

**Agreement No. 12**

Total Minimum Annual	
Required Hours:	82,228.80
Living Wage:	\$1,402,001.04 (Year 1) (@ \$17.05)
	\$1,443,937.73 (Year 2) (@(\$17.56)
Total Living Wage:	<u>\$2,845,938.77</u>
5 Star Price Proposed(2 years):	\$1,675,523.00
<b>Shortfall:</b>	<b><u>(\$1,170,415.77)</u></b>

As demonstrated above, 5 Star cannot meet the Living Wage Ordinance requirements as set forth in the RFP. **Based on its price proposal alone, it will not be able to pay the Living Wage for the minimum work hours required for each Agreement.** To meet the Living Wage Ordinance requirements, 5 Star will be operating at an unsustainable loss. **Even if the County were to accept this, mathematically, after paying wages 5 Star would have no additional money for things like supplies and equipment needed for these projects.**

In sum, it is impossible for 5 Star to perform these Agreements at the prices stated in its price proposal and be considered responsive and/or responsible. The County must deem 5 Star's proposals on Agreements 1, 3, 4, and 12 non-responsive and non-responsible. Upon doing so, the County should award each of those Agreements to the next highest ranked proposer, Sunshine.

**B. 5 Star's Proposal is Non-Responsive and Non-Responsible Because it is Materially and Mathematically Unbalanced**

5 Star's proposal cannot be deemed responsive because it is both materially and mathematically unbalanced. Section 21.40(a) of the Code states:

"A solicitation may only be awarded to a vendor whose submission is responsive to the requirements of the solicitation. The Director of Purchasing shall determine whether submissions are responsive. For solicitations in which an Evaluation Committee has been appointed, the Director of Purchasing's determination regarding responsiveness is not binding on the Evaluation Committee, which may accept or reject such determination but must state with specificity the basis for any rejection thereof."

*See also*, Section A of the Standard Instructions to Vendors in the RFP. Also, Section B of the Standard Instructions to Vendors in the RFP defines a responsible vendor is a vendor which:

"is determined to have the capability in all respects to perform fully the requirements of a solicitation, as well as the integrity and reliability that will ensure good faith performance, as provided in Section 21.40(b) of this Code. In accordance with Section 21.40(b) of the Broward County Procurement Code, a solicitation may only be awarded to a vendor who is determined to be responsible to provide the goods or services requested by the solicitation... A determination of responsibility shall be made only as to those vendors whose submissions have been determined to be responsive."

Part XVI of the Code defines an unbalanced response in two ways:

“Materially Unbalanced Response means a response to a solicitation that, in the best judgment of the Director of Purchasing and the Using Agency, **creates a reasonable doubt that award to the vendor who submits such a response will result in the lowest ultimate cost to the County, or which is so mathematically unbalanced that it would require an advance payment by the County.**” (Emphasis added).

“Mathematically Unbalanced Response means a response to a solicitation that contains a lump sum or unit bid for items that, in the best judgment of the Director of Purchasing and the Using Agency, **does not reflect reasonable actual costs plus a reasonable proportionate share of the vendor’s anticipated profit, overhead costs, and other indirect costs.**” (Emphasis added).

Further, pursuant to Section 21.41(d), an unbalanced response is:

“A response that offers lump sum or unit pricing that deviates significantly from the County’s estimate of pricing or estimated utilization of the goods or services being procured shall be evaluated by the Purchasing Division, with assistance from the Using Agency, to determine if it is materially unbalanced or mathematically unbalanced. **The Director of Purchasing may determine a mathematically unbalanced response to be nonresponsive.** A solicitation may be awarded to a vendor who submits a mathematically unbalanced response, provided that the Director of Purchasing documents the justification for the award.”

5 Star’s proposals for Agreements 1, 3, 4, and 12 are mathematically unbalanced because they do not reflect the reasonable actual costs of the work to be performed, plus a share of the anticipated costs and profits. As demonstrated above, its price proposals do not even satisfy the Living Wage Ordinance requirements. **Even if the proposals did, there will be no money left for other project-necessary items including supplies and equipment, plus other costs like overhead, and profit.** 5 Star price proposals will prevent it from performing these contracts.

5 Star’s proposals are further demonstrated to be materially and mathematically unbalanced by way of comparison with the other proposed for the Agreements at issue. 5 Star’s proposals are 50% or greater less than all the other prices proposals per Agreement. While there can be disparities in price proposals in RFP projects, the delta between 5 Star and the other proposers deemed responsive and responsible is irrational. Further, 5 Star’s pricing is even more unreasonable considering the history of these projects. 5 Star’s pricing for Agreements 1, 3, 4, and 12 is less than the value of the contracts currently being performed for those locations. That is despite the fact that the Living Wage Ordinance has increased since then, as have the prices of

many supplies and other costs associated with these janitorial services. By way of just one example, the contract for Agreement No. 12 for the Broward County Courthouse janitorial services has never been less than \$1-million dollars per year. The Courthouse is now larger than ever, the Living Wage Ordinance has increased, and yet 5 Star's proposal is just over \$800,000 per year.

5 Star's proposed prices are impossibly low. It made mistakes on its pricing sheets it submitted. 5 Star's proposals on Agreements 1, 3, 4, and 12 are materially and mathematically unbalanced and must be deemed non-responsive and non-responsible. It appears neither the Purchasing Division nor the Evaluation Committee understood or appreciated the impact of this error on 5 Star's responsiveness to this RFP. Although you as the Director of Purchasing have the ability to award contracts to vendors with materially or mathematically unbalanced pricing, that would require documenting justification for the award. No such justification has been provided, nor can it. 5 Star cannot perform the work at issue for the prices submitted.

**C. 5 Star Materially Misrepresented Its Experience**

Under the evaluation criteria, 20 points were to be awarded for the experience of each proposer. 5 Star materially misrepresented its experience in its proposal. According to the Florida Division of Corporations, however, 5 Star registered with the State of Florida in 2017. It had been in business approximately four years at the time the proposal was submitted. However, in Section 1 of its proposal there contain several references of employees having "20 year's experience in the field" directly with 5 Star (Kristen Olbel and Michael Olbel). In addition, in its presentation to the Evaluate Committee, 5 Star stated it has more than 15 years' experience. It either made misrepresentations in its proposal and presentation, or it was operating illegally for eleven years. It appears the Evaluation Committee did not understand the significance of this disparity in its evaluation.

Misrepresentations regarding experience in a proposal are material. "A vendor's material misrepresentation in a response to a solicitation shall be grounds for finding a vendor nonresponsive or nonresponsible and may be grounds for suspension or debarment of the vendor." Section 21.36 of the Code. By misrepresenting the number of years of experience 5 Star possessed, or that Kristen Olbel and Michael Olbel had with 5 Star, its proposal should be rejected.

**D. 5 Star Submitted Nonresponsive References**

In addition, under the Experience evaluation criteria, vendors were required to submit at least three janitorial contract references, and vendors were asked to describe their experience, "on projects **of similar nature, scope, and duration**, along with evidence of satisfactory completion, both on time and within budget." (Emphasis added).

In response, 5 Star submitted references on three projects which were not of similar nature, scope and duration. Its first reference was the Broward County School District. The Broward County Schools Janitorial Services Contract referenced, however, is not a 24/7/365-day operation, as 5 Star misrepresents in its proposal. Rather, those are "on-demand" services provided upon

request, and only involve disinfecting and emergency services backup. That is dissimilar to the projects at issue.

The second project reference is BMD Management. Unlike the current projects, the BMD Management project is a \$40,000 annual contract for janitorial services for a 48,000 square foot facility. Those services are not provided 24 hours a day, 7 days a week, 365 days a year, but rather 12 hours a day, five days a week.

The third project reference listed concerns the City of Pompano Beach Pier. That is a 16,000 square foot facility and does not compare to the type of facilities in Agreements 1, 3, 4 and 12.

5 Star failed to provide it has experience on projects of, “similar nature, scope and duration.” Therefore it fails to meet the criteria set forth in Section 1.2 of the Evaluation Criteria and should not have received any points for that category.

**E. 5 Star Failed to Provide Key Information, and Failed to Demonstrate Financial Responsibility, Putting the Projects in Jeopardy**

5 Star did not submit information regarding certain key elements of its performance. It did not submit a staffing plan, as described in Section 10.5.11 of the General Specifications and Requirements Section of the RFP. In addition, it did not submit a management plan for the four projects, nor an organization plan nor transition plan. Section 3 of the Evaluation Criteria of the RFP specifically requests information regarding a vendor’s plan to manage and organize the work for each individual Agreement.

In addition, 5 Star did not demonstrate financial responsibility. In its proposal, 5 Star represented that it has a 2.48 debt to equity ratio. Its total revenues for 2020 were \$254,727. That, coupled with a weak financial balance sheet, will make it very difficult if not impossible obtain financing for these projects. The total value of all the contracts 5 Star is recommended to perform in this RFP are worth millions of dollars.

**III. CONCLUSION**

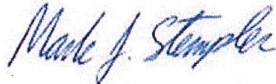
5 Star’s top ranking for Agreements 1, 3, 4, and 12 is improper, there is significant new information that should be taken into consideration which the Evaluation Committee was not aware of. 5 Star is not a responsive or responsible proposer because it cannot comply with Broward County’s Living Wage Ordinance. 5 Star’s price submissions for Agreements 1, 3, 4, and 12 were so low that it cannot afford to pay its employees the minimum living wage based on the minimum hours required for each project. Further, its proposals are mathematically and materially unbalanced. Even if 5 Star could satisfy the Living Wage Ordinance, it would not have any money left over to purchase supplies, incur any other costs, or cover overhead and profit. On that basis alone, 5 Star’s proposals should be rejected.

Robert Gleason, Director  
January 24, 2022  
Page 11

In addition, 5 Star was able to gain additional points in the scoring and an unfair competitive advantage by being deemed responsive or responsible while failing to demonstrate the required experience, by misrepresenting its own experience and in failing submit information about its staffing, management and organization plans.

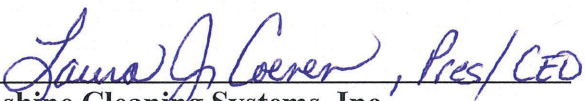
Based on the foregoing new information that was not considered by the Evaluation Committee or the Purchasing Division, this Objection should be granted, and 5 Star should be deemed non-responsive and non-responsible. The County should correct the scoring and rankings and rank Sunshine as the top-rank proposer for Agreements 1, 3, 4, and 12. Please consider this a Cone of Silence communication to the Evaluation Committee and the Board of County Commissioners and please distribute this letter accordingly.

Respectfully submitted,



Mark J. Stempler  
For the Firm

**All statements made in support of this Objection are accurate, true and correct.**

  
Sunshine Cleaning Systems, Inc.

MJS/lb  
Enclosures

cc: Fernando Amuchastegui (via email: [fa@broward.org](mailto:fa@broward.org))  
Carolyn Messersmith (via email: [cmessersmith@broward.org](mailto:cmessersmith@broward.org))  
Danielle French (via email: [dfrench@broward.org](mailto:dfrench@broward.org))  
Randy Plunkett (via email: [rplunkett@broward.org](mailto:rplunkett@broward.org))  
Connie Mangan (via email: [cmangan@broward.org](mailto:cmangan@broward.org))  
Bernie J. Friedman, Esq.  
George Platt, Esq.  
Sunshine Cleaning Systems, Inc.



LSN PARTNERS  
Local \* State \* National

February 17, 2022

Robert Gleason, Director  
Broward County Purchasing Division  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
[rgleason@broward.org](mailto:rgleason@broward.org)

Re: RFP No. BLD212163P1, Janitorial Services – County Facilities (“RFP”) Cone of Silence Letter. February 22, 2022, Commission **Agenda Item # 51**

Dear Mr. Gleason:

We are writing this Cone of Silence letter on behalf of our client, Sunshine Cleaning Systems, Inc. (“Sunshine”) in order to raise concerns about Agenda Item 51’s proposed Action 1 to Reject all proposals and resolicit through a new RFP. For the reasons set forth below, the proposed action is premature and not in the best interest of Broward County or the public. We respectfully ask that this letter be immediately provided to the Broward County Commission so that it can receive proper consideration.

As a point of information, we concur with the content of the January 24, 2022 letter sent by Mark Stempler of the Becker law firm on behalf of Sunshine. This letter supplements Mr. Stempler’s letter with points for consideration by the County Commission as the ultimate decision maker.

**The RFP Process**

This RFP consists of 14 Separate RFP’s for Janitorial Services Projects for County facilities. Staff has been working on this procurement for more that 18 months. Since the April 7, 2021 issuance of the RPF, a dozen janitorial company proposers have spent countless hours assembling teams, analyzing the specs and crunching numbers to submit one or more proposals under the RFP. The pricing has now been made public and the proposed rejection of all proposals would unfairly penalize those companies who are truly responsible and responsive proposers. The Pricing Evaluation Criteria awards 30 points to the lowest priced responsible proposer.

To its credit, the County Commission has spent considerable time and effort in the past year substantially updating and improving the Procurement Code to avoid the very calamity that a rejection of proposals here would create. The Code has in place a PROCESS that should be followed. In the end, some of the proposals may be rejected, but we believe that following your Code process will lead the Commission to properly conclude this RFP with the selection of responsive and responsible vendors and the award of contracts for all 14 Agreements.

### **County's Commitment to CBE & DBE Firms**

The current RFP was drafted in an effort to maximize opportunities for CBE and/or SBE janitorial firms:

*"The solicitation was reserved for Broward Certified County Business Enterprise ("CBE") and Small Business Enterprises ("SBE"). CBE's and non-CBE's may respond to Agreements designated as CBE Reserves (Agreement Nos. 1-5 and 12-14)."*

On the CBE Reserve Agreements, where there are no responsive and/or responsible CBEs ranked ahead of a non-CBE, then the non-CBE firm is deemed to be top ranked. And, as Mr. Stempler's letter sets forth, it is clearly possible to complete the selection process by finding 5 Star non-responsive and non-responsible and reordering the rankings.

If this procurement process is allowed to be completed as we urge, the County would honor the Procurement Code and would have a result with (9) nine of the 14 projects awarded to CBEs or SBEs who will be top ranked. We attach a chart which reflects all 14 of the Agreements in the event 5 Star is removed. In the five (5) Agreements where a non-CBE would be deemed top-ranked under our proposed process, one of them (Chi Ada) is a Black-owned business and a relatively recent graduate of the CBE program; on the other four (4) Agreements Sunshine would be top-ranked. Sunshine is a woman-owned firm which has committed to 30% CBE firm participation for each of those Agreements.

As a matter of process and fairness, 5 Star should have never been deemed a responsive or responsible proposer. Mark Stempler's letter cogently lays out the legal basis for finding that 5 Star is not a responsive or responsible proposer as to Agreements 1,3,4 and 12. The logical way to address this issue is to reconvene the Selection Committee to review the information about 5 Star and revisit the findings of responsiveness and responsibility as to 5 Star on the following Agreements:

- Agreement 1: Branch Libraries (31 locations)
- Agreement 3: West Government Center
- Agreement 4: BSO Buildings (5 locations)
- Agreement 12: Broward County Judicial Complex (3 locations)

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- Agreement 12: Broward County Judicial Complex (3 locations)

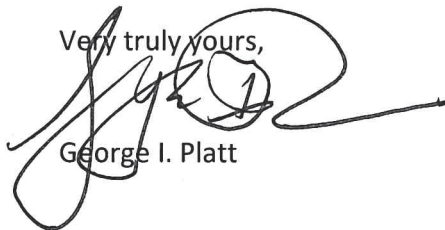
We also bring to your attention that the draft new RFP in Agenda Item 51 proposes that the Agreements for the Judicial Complex, the BSO buildings and the Libraries would be General Marketplace RFP's (open to all) with a proposed CBE participation goal of 30% - 35%. Notably, if 5 Star is eliminated from the current RFP for those projects, the then top-ranked Sunshine has already committed 30% CBE participation with 3 very capable CBE firms for these Agreements. Thus, it makes no sense to reject all proposals and start the process all over again when a clear and practical solution is readily at hand.

A review of the staff's Agenda report on this proposed rejection of all proposals and to initiate a costly and time-consuming new RFP fails to cite any sufficient reason to take such a radical approach without first following the Code process.

The County learned a costly lesson of allowing low-ball proposals when, a decade ago, in the County procurement of janitorial services for the Main Courthouse, the County accepted a low-ball proposer which turned out to be a disaster and ended with the vendor stiffing CBE subs and employees and providing horrible service. The County terminated the vendor and brought in the next-ranked firm.

Please follow your Procurement Code and the orderly procurement process in the name of time, money, fairness, and rule of law. If you do, nine (9) disadvantaged (CBE or SBE) firms will receive contracts and the County will demonstrate that its Procurement process is working just fine.

Please let me know if you have any questions.

Very truly yours,  
  
George I. Platt

Attachment

Cc: Andrew Meyers, County Attorney  
Robert Melton, County Auditor

## TOP – RANKED FIRMS WITHOUT 5 - STAR

		Company	CBE/SBE
Agreement No. 1	<b>Branch Libraries</b> (31 Locations)	Sunshine	Prime
Agreement No. 2	Large Facilities Group 1 (3 Locations) <b>Alcohol and Drug Abuse</b>	Chi-Ada	Prime
Agreement No. 3	Large Facilities Group 2 (5 Locations) <b>West Government Center</b>	Sunshine	Prime
Agreement No. 4	Large Facilities Group 3 (5 Locations) <b>BSO Buildings</b>	Sunshine	Prime
Agreement No. 5	Large Facilities Group 4 (6 Locations) <b>Mass Transit</b>	McKenzie's	CBE
Agreement No. 6	Large Facilities Group 5 (1 Location) <b>Medical examiner</b>	Ameri-Plus	SBE
Agreement No. 7	Large Facilities Group 6 (1 Location) <b>North Regional Courthouse</b>	I&G	CBE
Agreement No. 8	Small Facilities Group 1 (7 Locations) <b>Clerk of Court Archives</b>	Job Done	SBE
Agreement No. 9	Small Facilities Group 2 (5 Locations) <b>BIC Landfill/ North Transfer Station</b>	Job Done	SBE
Agreement No. 10	Small Facilities Group 3 (9 Locations) <b>Animal Control</b>	Job Done	SBE
Agreement No. 11	Small Facilities Group 4 (3 Locations) <b>Fleet Services</b>	Ameri-Plus	SBE
Agreement No. 12	<b>Broward County Judicial Complex:</b> (3 Locations)	Sunshine	Prime
Agreement No. 13	<b>Port Everglades Facilities</b> (30 Locations)	MCJ	CBE
Agreement No. 14	<b>911 Regional Dispatch Centers</b> (3 Locations)	MCJ	CBE



JOSEPH M. GOLDSTEIN  
PARTNER  
Shutts & Bowen LLP  
200 East Broward Boulevard  
Suite 2100  
Fort Lauderdale, Florida 33301  
DIRECT (954) 847-3837  
EMAIL jgoldstein@shutts.com

February 18, 2022

**VIA E-MAIL**

Mr. Robert E. Gleason, Director  
Broward County Purchasing Division  
115 S. Andrews Ave., Room 212  
Fort Lauderdale, FL 33301

**Re: Support for Agenda Item No. 22-170  
RFP No. BLD2121632P1, Janitorial Services - County Facilities**

Dear Mr. Gleason:

Shutts and Bowen, LLC represents Chi-Ada Corporation ("Chi-Ada") regarding Request for Proposals No. BLD2121632P1, Janitorial Services - County Facilities ("RFP"). Chi-Ada, a proposer to the RFP is a minority-owned firm and a proud graduate of the County's Business Enterprise program ("CBE") having serviced the county facilities under Janitorial Services Agreement 4, Group 3, since 2015. For the reasons stated below, Chi-Ada is submitting this letter in support of the Administration's motion to (a) reject all proposals for Request for Proposals (RFP) No. BLD2121632P1, Janitorial Services - County Facilities and approve the issuance of Request for Proposals (RFP) No. BLD2121632P2 (considering the comments detailed below); and (b) extend current agreements with current vendors, including Chi-Ada's Agreement, until new contracts are in place. We respectfully request that this letter be added as an exhibit to the Agenda Item.

As a success story of the County's CBE program, Chi-Ada is eager to continue contributing to the County's economic development through its long-standing partnership with the County. To this end, Chi-Ada submitted a responsive and responsible proposal to the RFP with pricing that considered the County's Living Wage requirements and Chi-Ada's understanding of the costs related to providing the services being procured based on its many years of experience. Nevertheless, the vendors that were ranked first by the Evaluation Committee submitted price proposals that failed to meet the County's Living Wage requirements, were internally inconsistent, and unbalanced. The price discrepancies and their deviation from the County's requirements undermined the fairness of the procurement process and the long-term sustainability of the resulting contract. Therefore, rejecting all bids and issuing a new solicitation ensures the County's compliance with procurement law and is in the best interest of the County.

Regarding the issuance of the new solicitation, as a recent graduate of the CBE program and contributor to the local economy, Chi-Ada urges the County to consider allowing more opportunities for its recent CBE graduates to become prime vendors under the Janitorial Services Agreements. Under the proposed RFP, only three out of fourteen Agreements involve CBE participation goals, which allow for non-CBEs to be prime vendors under the contract while requiring them to subcontract between 30% to 35% to CBEs. The vast majority of the Agreements provide for a CBE/SBE reserve which ensures award to CBE/SBEs provided that their total points (after deducting the price points) are within 10% to 5% of the highest-ranked proposer. The CBE/SBE reserve approach is meant to reserve the majority of these contracts for CBEs and SBEs as prime vendors.

While graduating from the CBE program is a significant achievement, it brings new challenges to business owners as they transition out of the CBE program and its benefits. To support CBE graduates in their transition and ensure the long-term impact of the CBE program, instead of reserving the majority of the fourteen agreements for CBEs and SBEs, the County should expand the number of agreements subject to a CBE goal. By following this approach, the County would support its recent CBE graduates while they, in turn, give back to the program by mentoring other CBEs through the CBE participation goal program.

To conclude, Chi-Ada supports the Administration's motion to rejecting all proposals and issue a new solicitation, as the lawful and most sensible approach. The new solicitation should encourage competition from all County businesses, particularly recent CBE graduates like Chi-Ada. We appreciate your time and attention.

Sincerely,

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

Joseph M. Goldstein  
Diana C. Mendez



499 NW 70 Avenue, Suite 101  
Plantation, Florida 33317  
Office: (954) 792-1121 ♦ Fax: (754) 200-4982  
Website: [www.MinorityBuilders.org](http://www.MinorityBuilders.org)

#### **BOARD OF DIRECTORS**

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Gregory Brewton, Director  
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Janitorial 5 Star Services

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Dwight Stephenson, President  
D. Stephenson Construction

Angela/Wayne Messam,  
Partners  
Messam Construction, Inc.

February 18, 2022

**Via Email: [rgleason@broward.org](mailto:rgleason@broward.org)**

Robert Gleason, Director  
Broward County Purchasing Division  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301

**Re: RFP No. BLD212163P1, Janitorial Services - County  
Facilities – (“RFP”)**

Dear Mr. Gleason:

I am writing this correspondence on behalf of our member, Janitorial 5 Star Services (“5 Star”). 5 Star submitted a proposal in response to the above-referenced RFP as to all 14 agreements available. The Evaluation Committee ranked 5 Star as the first-ranked proposer for 12 of the 14 agreements. There have been some objections submitted by other bidders to 5 Star’s ranking as the first bidder for these agreements. Apparently, the objections center around an error in transmission of 5 Star’s prices in the Periscope System where pricing for 1 of 2 years was not properly entered upon submission. This issue was identified and effectively resolved prior to the evaluation committee meeting. Specifically, on November 10, 2021 County staff requested for 5 Star to clarify its pricing for the 2-year period as required in the solicitation. On November 15, 2021, 5 Star responded with the correct pricing for both years. With the complete numbers submitted in accordance to the established procurement process, 5 Star is still the lowest bidder on 12 of 14 agreements.

It is our position that 5 Star met all requirements of the solicitation and should be properly awarded the agreements for which it was the lowest bidder. We are aware that staff is recommending that all bids be rejected and the solicitation be reissued. We believe staff is fully justified in awarding the 12 lowest bid agreements to 5 Star as-is. However, we can see the value in staff’s desire to ensure this process is executed without confusion. Therefore, if the agreements are not going to be awarded to 5 Star at this time, a fair process should be started over.

Should further information be required, please feel free to contact me at (954) 792-1121 ext. 16.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Johnson", is written over the typed name of Brian C. Johnson.

Brian C. Johnson, MBA  
President/CEO

Mark J. Stempler  
Shareholder  
Board Certified Construction Lawyer  
LEED Green Associate  
Phone: 561.820.2884 Fax: 561.832.8987  
mstempler@beckerlawyers.com



Becker & Poliakoff  
625 N. Flagler Drive  
7th Floor  
West Palm Beach, FL 33401

March 3, 2022

**Via Email: rgleason@broward.org**

Robert Gleason, Director  
Broward County Purchasing Division  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301

**Re: RFP No. BLD212163P1, Janitorial Services - County Facilities –  
("RFP")**

Dear Mr. Gleason:

The undersigned law firm represents Sunshine Cleaning Systems, Inc. ("Sunshine") regarding the above-referenced RFP. We submit this correspondence following the County Commission meeting on February 22, 2022 in which a Motion was passed to refer this procurement back to the Purchasing Division's staff to make recommendations as to which proposers were responsive and responsible. **With regard to Contracts 1, 3, 4 and 12, the proposals submitted by Janitorial 5 Star Services, LLC ("5 Star") and I&G Cleaning, Inc. ("I&G") must be deemed non-responsive and/or non-responsible. The Evaluation Committee must then hear the new recommendations, re-rank the proposers based on the determinations of responsiveness and responsibility, and the Purchasing Division should post the new rankings and send that to the Commission.**

Section 21.40(a) of Broward County's Code allows the Director of Purchasing to make determinations of responsiveness. However, for solicitations in which an Evaluation Committee has been appointed, as in this RFP, the Evaluation Committee is not bound by the Purchasing Director's determination regarding responsiveness. A determination of responsibility can only be made for vendors whose submission are determined to be responsive, and can only be made by the Evaluation Committee for RFPs such as this one.

Here, it is crystal clear 5 Star and I&G are neither responsive nor responsible. As defined in the RFP and in Broward County's Purchasing Code (Sec. 21.40(a)), a responsive vendor is one which, "meets all the requirements of the solicitation." The RFP states a responsible vendor is one which, "is determined to have the capability in all respects to perform fully the requirements of a solicitation, as well as the integrity and reliability that will ensure good faith performance, as provided in Section 21.40(b) of this Code."

### **5 Star's Proposed Prices Cannot be Changed**

The prices proposed by 5 Star and I&G in their Periscope SG2 Response Forms cannot be changed and must be the prices upon which they are evaluated. The bid comments to the RFP state, "Offered prices shall reflect the **maximum amount** for the work defined within the Scope of Services and is subject to potential decreases through negotiation. A Price Worksheet is applicable to this solicitation." (Emphasis added). Further, Section 1.3 of the Special Instructions to Vendors state:

"The total points awarded for price for each Agreement of locations vendor is proposing will be based on the vendor's proposed not-to-exceed two (2) year grand total entered in the **Item Response Form** for the initial two (2) term submitted electronically on the **PeriscopeSG2 Item Response Form**." (Emphasis added).

Importantly, the Special Instructions to Vendors section of the RFP states:

**"1.2 Vendors must submit pricing on the PeriscopeSG2 Item Response Form.** It is the Vendor's sole responsibility to assure its pricing is submitted and received electronically through PeriscopeSG2 by the date and time specified in the solicitation. **The County will not consider pricing received by other means. Pricing submitted electronically on the PeriscopeSG2 Item Response Form is a matter of responsiveness.** Failure to complete and electronically submit pricing on the Periscope SG2 Item Response Form shall determine the Vendor to be nonresponsive to the solicitation pricing requirements..."

2.1 Vendor must submit its completed Price Sheets electronically through PeriscopeSG2 by the date and time specified in the solicitation. **This is a matter of responsiveness.** Failure to complete and electronically submit the Price Sheets shall determine the Vendor to be nonresponsive to the solicitation pricing requirements..."

2.3 Pricing Review (post end date and time specified in the solicitation): **If there is a discrepancy between the PeriscopeSG2 Item Response Form and the Price Worksheets, the Vendor shall be held to the price proposed per PeriscopeSG2 Item Response Form.**

2.4 If a discrepancy (per County or Vendor) between the Periscope SG2 Item Response Form and the Price Sheets is identified and **a Vendor requires a change to its PeriscopeSG2 Item Response Form, that Vendor shall be determined nonresponsive to the solicitation pricing requirements.**" (Emphasis added).

The prices submitted in the Item Response Forms cannot be changed. During the final Evaluation Committee meeting on January 5, 2022, 5 Star acknowledged it made mistakes on its Response Forms. It was supposed to propose a price for the initial 2-year term for each agreement.

Instead, 5 Star submitted a price for one (1) year of service. Because 5 Star is bound to the price it submitted on its PeriscopeSG2 Response Forms, 5 Star agreed that it would provide the services at the prices it submitted.

Neither you as the Purchasing Director nor the Evaluation Committee have the discretion to waive any alleged irregularity in this regard, or allow 5 Star to change its price proposal. Per the RFP specifications, 5 Star “**must**” submits its pricing on the PeriscopeS2G Response Forms, and “**shall**” be evaluated based on the prices submitted on its Response Form. **The use of the words “must” and “shall” indicate these are mandatory specifications, not permissive.** While the County can waive “minor technicalities or irregularities,” in proposals pursuant to the RFP’s Standard Instructions to Vendors and the County’s Procurement Code, the price issue here is not a minor technicality or irregularity. Section 21.37 of the Purchasing Code addresses the potential “Waiver of technicalities or irregularities affecting responsiveness” as follows:

(b) A lack of conformity as to an issue of responsiveness that is **nonsubstantive in nature** may be considered a technicality or irregularity that may be waived by the Director of Purchasing. Examples of technicalities or irregularities that may be waived include, but are not limited to, submission of a copy of a security bond when the solicitation calls for submission of the original, or submission of a required form that is completed but not signed. As to any waivable technicality or irregularity, the Director of Purchasing may require the submitter to correct the nonsubstantive issue.

(c) Findings Required. If the Director of Purchasing makes all of the following five (5) written findings regarding a particular response to a solicitation, the Director of Purchasing shall grant a waiver of a technicality or irregularity affecting responsiveness:

(1) A waiver would not deprive the County of its assurance that the contract will be entered into, performed, and guaranteed according to its specified requirements;

(2) A waiver would not adversely affect competition by providing one vendor with a competitive advantage over another vendor or otherwise restrict competition;

(3) A waiver would not create the appearance of favoritism or impropriety;

(4) A waiver would not violate a requirement mandated by another governmental agency or grant-making institution, as applicable, that is providing funds for the solicitation in question; and

(5) A waiver would not directly or indirectly affect the dollar amount submitted by the vendor in its response, except as provided in Section 21.41(a) regarding corrections of mathematical errors.

(Emphasis added).

First, price is not “nonsubstantive in nature.” Price is a substantive issue in this RFP, as reflected by the significant weighted scoring criteria applied. The price discrepancies at issue are not technicalities or minor irregularities that can be waived. Further, a waiver of the express and mandatory RFP specifications regarding price would adversely affect competition (Sec. 2), would create the appearance of favoritism (Sec. 3), and would directly affect the dollar amount submitted by a vendor (Sec. 5). 5 Star’s error was not a mere mathematical error, and waiver of the RFP requirements in this regard would be an impermissible material deviation from the RFP specifications, violative of the County’s Code and violative of Florida law.

The object of competitive procurement is, “to close all avenues to favoritism and fraud in its various forms; to secure the best values for the county at the lowest possible expense; and to afford an equal advantage to all desiring to do business with the county, by affording an opportunity for an exact comparison of bids’....” *Harry Pepper & Associates, Inc. v. City of Cape Coral*, 352 So. 2d 1190, 1192 (Fla. 2d DCA 1190). **A bidder cannot be permitted to change its proposal after the proposals are opened, except to cure minor irregularities.** *Id.* at 193. **“The test for measuring whether a deviation in a bid is sufficiently material to destroy its competitive character is whether the variation affects the amount of the bid by giving the bidder an advantage or benefit not enjoyed by the other bidders.”** *Id.* (Emphasis added).

Irregularities in applying the evaluation criteria cannot provide one proposer with an unfair competitive advantage, and cannot be deemed minor technicalities. See *Robinson Electrical Co., Inc. v. Dade County*, 417 So.2d 1032 (Fla. 3rd DCA 1032). Further, “a public body is not entitled to omit or alter **material** provisions required by the RFP because in doing so the public body fails to ‘inspire public confidence in the fairness of the [RFP] process.’” *Emerald Corr. Mgmt. v. Bay Cty. Bd. of Cty. Comm’rs*, 955 So. 2d 647, 653 (Fla. 1st DCA 2007); quoting *State, Dep’t of Lottery v. Gtech Corp.*, 816 So.2d 648 (Fla. 1st DCA 2001). **If an agency fails to observe pre-established specifications, or its code, “that action will render meaningless the basis upon which bids were initially sought, and so must be deemed arbitrary, illegal, fraudulent, or dishonest.”** *MCI Telecommunications Corp. v. Dept. of Corrections*, 1995 WL 1053092 (Fla.Div.Admin.Hrgs.)(Emphasis added). In one case, a school board’s request for proposal (RFP) process for obtaining Internet service provider was in violation of law, where bidder was permitted to revise its price after opening of sealed proposals. *Bright House Networks v. AT&T Corp.*, 205 So. 3d 837 (Fla. 5th DCA 2016).

Discrepancies in pricing proposals, such as the ones at issue with 5 Star, are material issues which cannot be waived, and which cannot be corrected now, well after the proposals were opened and evaluated. Here there would be a direct variation affecting the amounts proposed. 5 Star must be evaluated based on the prices it submitted on its Response Forms submitted on Periscope S2G.

#### **5 Star’s Price Proposal Fails to Meet the Living Wage Ordinance**

5 Star’s price proposals for Agreements 1, 3, 4, and 12 are neither responsive nor responsible because they fail to comply with Broward County’s Living Wage Ordinance, as set forth more fully in Sunshine’s correspondence to you dated January 24, 2022, and which is

attached hereto as Exhibit "A." Compliance with the Living Wage Ordinance is a matter of Responsiveness in the RFP. Section 2.7 of the RFP states:

"Living Wage Requirements: This solicitation requires that the Vendor complies with the Living Wage Ordinance. Vendors must follow the instructions included in the Living Wage Ordinance Requirements section and submit Living Wage Ordinance Compliance Affidavit Form as instructed. The Broward County Board of County Commissioners approved the increase to \$13.61 per hour with qualifying health benefits amounting to at least \$3.44 per hour effective January 1, 2021 or \$17.05 per hour without health benefits."

To demonstrate compliance with the Living Wage Ordinance, a simple mathematical analysis can be conducted. The RFP set forth total required hours that work was to be performed on each of the Agreements. For example, on Agreement No. 1, the total required hours are 90,639 hours. If the total number of required hours is divided by any 5 Star's price proposals for Agreements 1, 3, 4, and 12, and fails to satisfy the Living Wage Ordinance value of \$17.05/hr for year 1, its proposal cannot be responsive.

**5 Star's price proposal demonstrates it will not be able to pay the Living Wage for the minimum work hours required for each Agreement, as described in Exhibit "A." To meet the Living Wage Ordinance requirements, 5 Star will be operating at an unsustainable loss. Even if the County were to accept this, mathematically, after paying wages 5 Star would have no additional money for things like supplies and equipment needed for these projects, making its proposals non-responsible.**

#### **5 Star's Proposals are Materially and Mathematically Unbalanced**

5 Star's proposals for Agreements 1, 3, 4, and 12 are mathematically unbalanced because they do not reflect the reasonable actual costs of the work to be performed, plus a share of the anticipated costs and profits. As demonstrated above and in Exhibit "A," its price proposals do not even satisfy the Living Wage Ordinance requirements. **Even if the proposals did, there will be no money left for other project-necessary items including supplies and equipment, plus other costs like overhead, and profit.** 5 Star price proposals will prevent it from performing these contracts.

5 Star's proposals are further demonstrated to be materially and mathematically unbalanced by way of comparison with the other proposed for the Agreements at issue. 5 Star's proposals are 50% or greater less than all the other prices proposals per Agreement. While there can be disparities in price proposals in RFP projects, the delta between 5 Star and the other proposers deemed responsive and responsible is irrational. Further, 5 Star's pricing is even more unreasonable considering the history of these projects. 5 Star's pricing for Agreements 1, 3, 4, and 12 is less than the value of the contracts currently being performed for those locations. That is despite the fact that the Living Wage Ordinance has increased since then, as have the prices of many supplies and other costs associated with these janitorial services. By way of just one example, the contract for Agreement No. 12 for the Broward County Courthouse janitorial services

has never been less than \$1-million dollars per year. The Courthouse is now larger than ever, the Living Wage Ordinance has increased, and yet 5 Star's proposal is just over \$800,000 per year.

5 Star's proposed prices are impossibly low. 5 Star's proposals on Agreements 1, 3, 4, and 12 are materially and mathematically unbalanced and must be deemed non-responsive and non-responsible. It appears neither the Purchasing Division nor the Evaluation Committee understood or appreciated the impact of this error on 5 Star's responsiveness to this RFP. Although you as the Director of Purchasing can award contracts to vendors with materially or mathematically unbalanced pricing, that would require documenting justification for the award. No such justification has been provided, nor can it. 5 Star cannot perform the work at issue for the prices submitted.

#### **I&G's Contract 4 Proposal Must Be Deemed Non-Responsive and/or Non-Responsible**

Similar to 5 Star's proposals, I&G's pricing proposal submitted for Agreement 4 – BSO Complex is non-responsive and non-responsible. It proposed a total sum of \$1,306,794.00. It committed to providing 85% of their proposal to labor, which calculates to \$1,110,774.90 of its submitted price. That Contract has a minimum 95,437 labor hours. Based on the math, if I&G applied the total sum of its proposal to the Living Wage, that would result in a billable rate of \$13.69 per hour, well below the minimum Living Wage required of \$17.05 for Year One of the Contract. Therefore, its proposal cannot be responsive. Even if it was determined to be responsive, it is not responsible. To meet the Living Wage Ordinance requirements, I&G would be operating at an unsustainable loss.

Like with 5 Star, even if the County were to accept this, mathematically, after paying wages I&G would have no additional money for things like supplies and equipment needed for these projects.

#### **Conclusion**

Price is a material component of this RFP. The pricing submitted by proposers on the Periscope SG2 Response Form is the price that must be evaluated in this procurement. It cannot be changed, and the County cannot allow it to be changed based on the RFP specifications, the Procurement Code, and Florida law.

Based on the above, 5 Star's proposals for Contracts 1, 3, 4 and 12, as well as I&G's proposal for Contract 4, must be deemed non-responsive. Even if they were somehow deemed responsive, those proposals are non-responsible. Either way, the County must reject those Contract proposals from those vendors, as required by the RFP, the Procurement Code, and Florida law.

The many vendors to this multiple-contract RFP, as well as County staff, have already invested hundreds of hours and significant sums of money in preparing, responding to and evaluating this RFP. There is absolutely no need to throw this out and start anew, as has been suggested. Further, suggestions about setting aside the Purchasing Code and not follow procedure are equally without basis. Doing so would send a disturbing message to the vendors competing for this award, and to all vendors going forward regarding future projects. Broward County administers procurements based on rules and specifications, and confidence in this County's

procurement system would be significantly eroded if the rules were thrown out now to steer these contracts to specific vendors, under these specific circumstances. It is simply poor public policy.

The County recently updated its Procurement Code, which sets forth the process for this very situation. The County must follow that process. Following Purchasing's recommendations based on the information regarding 5 Star's and I&G's non-responsiveness and non-responsibility, that information must be provided to the Evaluation Committee, which must then re-rank the proposers based on the determinations of responsiveness and responsibility. The County is then required to recommend those contracts for award to the remaining highest ranked responsive and responsible proposers. At a minimum, for Contracts 1 and 12, that is Sunshine. The Purchasing Division should post the new rankings and send that to the Commission.

Respectfully submitted,



Mark J. Stempler  
For the Firm

MJS/lb

Enclosures

cc: Andrew Meyers, Esq. (via email: [ameyers@broward.org](mailto:ameyers@broward.org))  
Fernando Amuchastegui, Esq. (via email: [fa@broward.org](mailto:fa@broward.org))  
Rene Harrod, Esq. (via email: [rharrrod@broward.org](mailto:rharrrod@broward.org))  
Carolyn Messersmith (via email: [cmessersmith@broward.org](mailto:cmessersmith@broward.org))  
Danielle French, Esq. (via email: [dfrench@broward.org](mailto:dfrench@broward.org))  
Connie Mangan (via email: [cmangan@broward.org](mailto:cmangan@broward.org))  
Bernie J. Friedman, Esq.  
George Platt, Esq.  
Sunshine Cleaning Systems, Inc.

Robert Gleason, Director  
March 3, 2022  
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**EXHIBIT “A”**

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PNC 2 WOOP 20437 P1. Agenda item 50 A is open to the commission. I have a motion by Commissioner Bogen, second by Commissioner Furr (vote taken) 58 passes 50 A passes 8 to 0. 50 B project number PNC2120347 P1. 50 B is open to the commission. I have a motion by Commissioner Bogen, second by senator Geller on 50 B. (Vote taken) 50 B passes 8 to 0. 50 C is a motion to aMROF an agreement between Broward County and KIE and Associates for professional consulting services at the a port and north Perry RFP number PNC2120 for 37 P1. 50 C is open to the commission for discussion. I have a motion by senator rich and I have a second by senator Geller (vote taken).

50 C passes 8 to 0. Agenda item 51. We have some public speakers in person and I think on the phone.

MR. MELTON: You .

MS. CEPERO: You have three on the phone.

MAYOR UDINE: Phone speakers, go to them first. Agenda item 51, I only see two on the phone. First I see Joe Goldstein. Can we please open the item 51 for Mr. gold -- the phone for Mr. Goldstein on item 51.

FROM THE FLOOR: Good morning. This is yo Goldstein from shuts and bone here on behalf of chat corporation. May it please the Mayor, the Vice Mayor and all the Commissioners, and especially to Ms. Henry and Mr. Walton, congratulations on your retirement. On behalf of chat corporation a graduate of your CBE program and a current vendor, we support staff's recommendations on items A, B and C. For the reasons that they've include ed in your staff -- staff memo due to the pricing discrepancy s and confusion as to many of the vendor s, we support the rejection of all proposal s. We support the re-solicitation and we support the

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continuation of the incumbent contractor s. The one request that we make for the commission's consideration, of course we are proponent s and support ers of the CBE program have ing received those benefits ourselves. What we'd ask the commission to consider, because there's somewhat of a cliff from when you leave the CBE program and then you're competing against the more establish ed larger companies. What staff is recommend ing for these 14 subcontracts or contracts, seven to be set aside for CBE's, four to be set aside for SBE's, with three to be open with CBeasement goals and either 30 or 35 percent. What we request is one or two of the seven CBE set aside's be changed a en said to open with CBevaluate goals of 30 or 35 percent, just to give companies like chat and the others who had great ed but still are not as large as some of the larger company s and additional benefit of being able to compete. Thank you for your consideration. Everybody have a great day.

MAYOR UDINE: Thank you. Our next speaker is miss Jared.

AT&T OPERATOR: She is not on the line but Keith ask coal man is.

MAYOR UDINE: Keith coal man, MREELS open the line for Mr. coal man and he's recognized for two minutes.

FROM THE FLOOR: Good morning, good morning, everyone.

MAYOR UDINE: Good morning.

FROM THE FLOOR: My name is Keith. It is my opinion that this solicitation should not be rejected and thrown out. Over steep businesses submitted appropriate pricing for these. The best way to proceed is to reconvene the evaluation committee, reject the parent loan bidder as they submitted pricing that this did not conform with the solicitation requirement s and [Indiscernible]. All of our small businesses work very hard to become successful and to turn our small businesses into

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corporate enterprises. We all hope that we'll find it appropriate to reconsider and allow our businesses to move forward with current **BISD**. Thank you.

MAYOR UDINE: Thank you, sir. One last time for Ms. Jared.

AT&T OPERATOR: They are not on the line.

COMMISSIONER RICH: Mr. coal man did not say who he represents.

MAYOR UDINE: His -- INGcleaning, ing incorporate. That concludes our on the phone speakers. Now we have some speakers that are here in the public. I'm going to recognize them in the order that they are on my list. The first one is Judith SILVERA. Please step up to the podium and you'll be given two minutes to speak. On deck is Mr. Bernie Friedman.

FROM THE FLOOR: Good morning. I represent my own small business. CBE and snap enterprises. Good morning, Bertha. This morning I'm here to request that the commission comply with the order that we know it as, the way the process is. I benefit ed from the process, and to now not follow procedure which I believe is, if the first person, the first company does not pan out, so to speak, then it goes to the next. So I stand to lose business if we don't follow the procedure that was establish ed for this process. So I'm hope ing that you will consider that and move to the next -- I benefit ed in that same way before, as small business, and we believe in the system and the program and we're hope ing that by allow ing the program to work as a process that's already establish ed, that we'll be able to move forward with the next vendor that's on the list, which is sunshine. Thank you. Use thank you. Next speaker is Mr.

MAYOR UDINE: Next speaker is Mr. Friedman.

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COMMISSIONER GELLER: Mr. Friedman, good to see you again. We haven't seen you in a while.

FROM THE FLOOR: Thank you very much, Mayor. And it is wonderful to be here after two years and I do want to thank every one from the bottom of my heart for all the prayers and text messages and calls about my wife. She's battling, you know, in the middle of her battle. But thank you very much. I have five very quick points **FL** first of all, Bernie Friedman representing **SUP** shine cleaning. The RFP is a good RFP. There's no fatal flaws, no flaws in the RFP. It was 400 pages, it had tons of meticulous specifications. We don't need a new one because purchasing did a great job. There was a lot of competition. You heard from some of the CBE's that would be winning projects. 16 firms will be going forward and out of those **FIRP** s many, many, many CBeasement's will be getting contracts and will be participating. Purchasing should follow the process. Many of you, I know, Mayor, you worked with purchasing and many of you, senator Geller, over the years, we have a wonderful purchasing code that basically called for a ranking, a posting of a **RAEPG** ing, a three day objection, a five day protest, gives purchasing the ability to reconvene the committee, they can re-rank and decide what to do. At the end of the process everyone gets a bite of the apple. You can reject it, approve it, you can do whatever you want and that's when you get the process. Fourth, do the process. It will resolve all of the issues. Reconvene the committee, hear the objection letters, go through the process and we know that it will clean itself out and you will then get official rankings. You don't have any rankings yet, you don't have anything to reject. Fairness, equity, doing right thing. These vendors spent a year, thousands and thousands of hours, thousands of dollars, doing the right thing, participating in all these meetings. I know

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staff work ed very hard, also. Follow the process. It's not ripe yet to be thrown out. You'll have your bite at the apple when you get the rank ings. Thank you all very much.

MAYOR UDINE: Thank you y, Bernie. Mike oh bell. On deck is Mr. Seth plat.

FROM THE FLOOR: Good morning, Commissioners. I'm going to give my time to my attorney.

FROM THE FLOOR: Good morning Mayor, Commissioners. We are passing out some documents. I'm here for janitorial five star and to oppose the reJennings of the award for contracts for janitorial services. The award must stand. Janitorial five star was the lowest responsible responsive bidder. There was a technical error. The vendor s press sheet was timely submitted and the correct bid prices were also submitted timely. The procurement code allow s for a correction of a error of a waiver of a technical error. The county did not use correct number s in allocate ing points per price. Contracts with janitorial five star will save the county in excess of 4.2 million taxpayer dollars. The procurement code, section 21.37, allow s for a waiver of technicality s or irregularity s affect ing responsiveness. A lack of con  
FORMENT as to the issue of responsive ness, is a non[Indiscernible] in nature may be consider ed a technicality or irregularity that may be waived by the director of purchase ing. If you look at your page four, you will see that director GLEES en waived the data entry error as a non-substantive technical irregularity. On page five of your packet, the data entry error was evident on the face of the response to the procurement allow ed proposer s to submit a written explanation [Indiscernible] janitorial five star submitted the written explanation clarifying the data, confirming the number s on the vendor's press sheet as correct pricing. No irregularities occurred. The assertion that they

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were erroneously awarded is incorrect. Janitorial five star was the lowest responsible responsive bid and was allocated appropriate points, the award of 30 points is valid. Page eight, if you look at that, it shows they were the lowest bidder on four contracts saving the county 4.2 million dollars --

MAYOR UDINE: Thank you very much. Next speaker is Mr. Seth Plat, followed by Laura Coneen.

FROM THE FLOOR: Good morning, Mayor, Commissioners. Seth Plat representing Sunshine Cleaning. We're going to ask that -- I really want to echo a lot of the stuff that Mr. Friedman said **BRAU** before you here. We think that this procurement, there's not a flaw with the procurement per se, it was a **TLAU** with the process. The process wasn't properly followed. We sent it back to the committee, they can make proper determinations. There also no reason to throw this out, too much money and time has been spent. It's not fiscally responsible to send it out. The work has been spread around. The way you all have situated your procurement code allows for us to -- allowed for the work to be spread out between primes and CBE's and non-CBE's, so I just would like to ask that you send it back to the committee, **reJENTH** -- do not reject. Thank you.

MAYOR UDINE: Thank you. Laura Coneen is next. Followed by Lisa Reeves.

FROM THE FLOOR: Good morning, Mayor, Vice Mayor and Commissioners. I'm Laura Coneen, president and CEO of Sunshine Cleaning Systems. I'm asking you to reject purchase's request of a new RFP but instead follow the procurement process as set forth by this commission. I know the commission has worked very hard to put in place a fair and professional procurement process. Sunshine

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was one of over 20 companies to submit proposals. The time and attention required to be a responsive and responsible proposer meant passing on other opportunities that are not available now. All proposal information, including transition, management, operations, training, mentoring plans, work hours, pay rates, pricing, are now public record and available for anyone to glean information to improve their next [Indiscernible]. It is not fair to any company to throw out the bids and start over with this -- as this represents a unfair VAPG be to all companies. The fair and correct thing to do is to send this back to purchasing to reconvene the selection committee. The company that was ranked highest in 12 out of 14 agreements should not have been found responsive and responsible due to the pricing mistake. Which made the rankings unfair for all other companies. Sunshine will honor a 30 percent goal in our proposal for CBE participation which matches the new RFP goal if awarded. We will also EF [Indiscernible] to meet the new RFP goal of 35 percent. Please allow your process to prevail and if you do, there will be several CBE SBE companies who will receive new work from this procurement. Thank you very much.

MAYOR UDINE: Our next speaker is Lisa Reeves. Followed by -- drew, our rules don't permit you to do this, so what I'll do is, if Mr. oval wants to speak I guess he can speak because he waived his time last time. As a courtesy. We don't do this stacking where you can, there's probably a legal term to it, but I don't know what it is. Stacking. Okay. Mr. oval, you're recognized.

FROM THE FLOOR: Good morning, Commissioners. Five star was the lowest responder s. There was a waiver technical over the entering of the data [Indiscernible]. The county did not use the correct numbers in allocating point prices. Contact with janitorial five star services will save the county [Indiscernible] taxpayer

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dollars. Respectfully, we respectfully request that you uphold the award, the contracts of janitorial five star services. There was pricing error. But everyone has been given grace [Inaudible] even the contractors that have come before have been given grace. When you look at the heart of the matter, let's talk about grace for a moment, because at the end of the day [Indiscernible] [Inaudible] we're a small business and we get it. We're a small business is that can do the job. Look at it from the standpoint of grace and mercy. Thank you.

MAYOR UDINE: Thank you. Our next speaker is Mr. George plat, followed by Mr. David me Len MELENDEZ.

FROM THE FLOOR: Good morning. Bertha, Chris, we're going to miss you guys a lot and we want to thank you for your service. It's good to be back here. It's been a while, like two years, and it's a little strange, actually. Kind of fun sitting in my office in North Carolina. I'm here today on behalf of sunshine cleaning, George plat from LSN partners and we're here to ask you to reject the staff recommendation which is to reject all proposals and to keep this process moving. Thousands of hours of staff time, proposer time, thousands of dollars, you know, like 18 companies got it right and some companies didn't get it right. That's life. And you have a process that can address that. Your code has a solution to finish this process relatively quickly, come back with 14 different agreements for 14 different projects, probably eight or ten of those will be CBE and SBE firms, and it's office to us that -- it's obvious to us that this commission worked very hard to secure its procurement code which had gone without tweaks. When you did you made it a flexible, modern code that is prepared to address precisely this kind of situation. It's almost unprecedented, right in the middle of a procurement meeting, for all of a sudden everything just gets

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thrown out. It doesn't give us really any way to get into the process. Five star obviously made mistakes. I would disagree vehemently that the mistakes they made are waive able, okay, but as a result of their low ball number s, they came in very, very low. Please remember that ten years ago this commission allow ed a contract with low ball number s to go forward on the courthouse. It was a disaster. The company got terminate d, didn't pay its CBE's and we can't allow low ball number s to be used in order to make firms number one. I ask you to please follow your process and you will be happy with the results.

MAYOR UDINE: Thank you, Mr. plat. David MELENDEz, followed by Vincent I'm sorry the last speaker.

FROM THE FLOOR: Thank you. I want to thank you -- thank for the opportunity to address the commission. I'm the owner of Dan VIL clean ing. I'm a CBE and we do work for Broward County now at the airport and have since 2017. The amount of work that was put into this bid was enormous, especially for a small company. A lot of time and effort was made. We think that we had a very viable bid and for that to be taken away I think is horrific in a sense. Have to start all over again, it would be really tough. We're a small business, small business EPT be price and we want to serve. Part of the reason that we're here is because purchase ing like to rebid this and I think that's unfair to us, especially at our levels. That's what I want to convey to the commission.

MAYOR UDINE: Thank you very much, sir. Our next speaker is Vincent 34 be.

FROM THE FLOOR: Good morning. Three lobby ist s and all others coming against one small minority company. Every time election time comes

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around everybody comes to our neighborhood, the former Mayor came talking about how we get a chance to.

Get some additional minority seats. The purpose of serving this county is not to be **LEMD** ly billing for sunshine cleaning. The same way [Indiscernible] this is not their county. This is not for them to always pass it from their sons to their daughters. To see these lobby ist s, it's almost disgust ing. Every time you turn around, a small company can't afford it. And you, our county Commissioners, say award this to them base ed on this, this and that. What you.

-- what about the taxpayer s when you come to our neighborhood? It is that time of the year. I think staff got it right and I think you all should accept staff's recommendation if you're not going to give it to [Indiscernible] because there's no way in hell we're going to continue to let lobby ist s run our county for specialty interest groups. We complain about the governor here, about the republican s here, and yet we democrats watch you do it all the time with these guys. We can't have it both ways. A small company was recommended, a small company should have a chance at get ing this, and a **MA** north company -- this February, why should they not have a chance at growth instead of always being under the foot of a multimillion dollar company that somebody [Indiscernible]. That's it for today.

MAYOR UDINE: Thank you. That concludes the public testimony portion of this. I have senator Geller first in cue and then I'll recognize anybody else. Queue, senator Geller, you have the floor.

COMMISSIONER GELLER: Thank you, Mr. Mayor. I have a number of questions for staff, most of which will be for the county attorney, some may

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be for Mr. McDonald. County attorney, unfortunately some of the questions that I'm going to ask are just -- you're going to have to give me your best opinion. IEMENT going, RNG GIEM I'm going to give you great weight to your responses and opinions.

The I don't know how many people here have actually done RFP's. I have. They are a pain in the neck and other areas of our anatomy and they take a lot of time and a lot of work. I kind of -- I am sitting here completely undecided as to what I am going to do. I am very concerned about throwing everything out because of the amount of work that would be entailed by I think 14, 16 companies, however many, that did a lot of work and I don't know that it's fair to them to ask them to re-bid. I have no opinion, as I sit here, as to whether or not five star was responsive and responsible and that's going to be one of the questions I'm going to ask you. First question. What is the current bid of five star? I was told that they had bid, by Mr. McDonald's office, I was told they had bid for -- the price for one year and THEFRN said, we will honor that price and I don't know what that means. Does that mean that they will do the amount of WSHG for two years for the one year price? Does that mean that they will do the one year price and the renewal for the second year without -- what is their actual current bid?

MR. MEYERS: Senator, my understanding of it is that there was an inconsistent cy FWEEN between what was submitted in the computer computer system and [Indiscernible] what they submitted was for one year pricing. It was a two year contract -- assume it's a million dollars a year, they could perform for two years and they should have submitted an amount of two million dollars, a million a year. In per scope they submitted one million. Under the special instructions that were part of the bid package, that controls in the event of an inconsistent cy and as I understand it also

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this was raised during the evaluation committee meeting and five star said, yes, we will honor the one million dollar price for two years worth of work. The concern is whether that's an unbalanced bid and WHR they would be able to perform or we wind up in a situation that I think George Plat referenced that maybe this would just lead to problems once the performance begins.

COMMISSIONER GELLER: May I ask Mr. McDonald's office if you concur that what their bid was, what their explanation was that under the numbers that county attorney said that the one year million dollars instead of being per year, that that was the total amount that they would be charging over the two year period. Mr. McDonald or anyone from purchasing or administration?

MS. CEPERO: I believe it might be best for Mr. GLEES en.

COMMISSIONER GELLER: Whoever administration recommends to answer that question. Was the county attorney's statement correct that the one million, and it's not, we realize it's not the number, but the one million that they were bidding for one year that they said that they would do the contract, two years for that same amount.

FROM THE FLOOR: Yes, Mayor. Good morning. Bob GLEES en, director of purchasing. I can't speak for OESBD but I understand they committed a one WREER pricing for a two year period of time.

COMMISSIONER GELLER: And they have to be responsive and responsible. I don't know, and I'll ask purchasing or OESBD or whoever, can they stay in business at that rate? H I mean I mean, that's why we deal with responsibility also. I don't know that it is realistic to expect that a company that meant to bid a million dollars or whatever the number was for one year can say, we want the bid so much,

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we'll do that same contract for two years, and actually do the job because that is the second -- that is the responsibility. Do you have a opinion on that.

FROM THE FLOOR: That's the key question everyone has to ask themselves. I think we determined that that was mathematically unbalance ed, leading to material, it being materially unbald. That was the consensus of everyone attend ing, purchase ing in consultation --

COMMISSIONER GELLER: You're say ing then you do not believe that that would be a responsible bid. Under the legal definition of responsibility.

FROM THE FLOOR: Correct.

COMMISSIONER GELLER: Thank you, sir.

MR. MEYERS: Senator, for staff at that point, they're look ing at also as a matter of responsiveness. Once --

COMMISSIONER GELLER: I was going to ask you about the responsiveness issue. Thank you, sir. Don't go far. And somebody, and I don't recall who it was, was say ing that they were stating that it would give a unfair advantage if you threw out the bids because everybody would know, I will tell you I am not persuaded that it gives anybody a up fair advantage if everybody has the new number s. That does not persuade me. What I am trying to make sure is that we LAF a lot of -- we have a lot of small businesses. I would like to give as many small businesses a chance to get contracts, but I also don't want to bankrupt the businesses by require ing them to go through the lengthy RFP process again. County attorney, my question to you is, on the issue of responsiveness, first question, as I sit here I have no opinion as to whether or not five star was responsive or not, or responsible or not. In your opinion, was five star both responsive and responsible?

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MR. MEYERS: That's a little bit outside of my purview, senator. My background is a appellate lawyer. I will tell you in that context, I think that's a determination that ought to be made by staff. The board has concern today that five star maybe isn't responsive because the worried doesn't determine responsiveness, that's a staff function, or that five star was not responsible, because of this potentially unbalanced bid. What I think should occur is that it ought to go through staff's consideration, it could be sent back to staff to further annualize it and then the process still is, even though it's taking a while, it's pretty much at the beginning in a sense, and then for staff to ultimately come back to the board with perhaps a final determination as to non-responsiveness or non-responsibility. The board could not countermand the determination on responsiveness, but it could countermand on responsibility. I do have an opinion, but it wouldn't be worth anything more than anybody else's.

COMMISSIONER GELLER: My next question, you will give me the same answer I presume, which is were there other vendors, other than five star, that in your opinion would be either non-responsive or non-responsible and I think you're going to give me the same answer that that's a staff determination.

MR. MEYERS: Yes. In the record there are other issues and I know Mr. [Indiscernible] could provide details.

FROM THE DAIS: Mr. GLEES could do that.

MR. MEYERS: There were certain other vendors that had issues with their submittal and could also find themselves in a situation where they were found non-responsive or non-responsible.

COMMISSIONER GELLER: I understand there were major errors that's why I was asking if you want to advise me whether there were others besides five

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star that in your opinion had major errors.

MR. MEYERS: Thank you for giving me a little wiggle room on that. I think it should -- personally, if the board does not accept staff's recommendation today and wants to go through a different process, I think that should go through the process that's in the procurement code. The director of purchasing and the evaluation committee would make a final -- make a determination on that and then it would come back to the board to decide at that point, now having all of the information available, do we like this, are we willing to live with this, is it fair, in which case we do route A. Or what's being proposed here in item 51 could always occur at a later date if further **KRRGS** by the evaluation committee yields a result that the --

COMMISSIONER GELLER: The last question as to **WCH**ing. If the five star bid is thrown out, how many contracts would go to SBE's, because I know I am very interested and I know the Board of County Commissioners is very interested in supporting SBE's. Do we know how many of these, I believe it's 14 or 16 contracts, would go to SBE's? Or CBE's or...

FROM THE FLOOR: It would be seven CBE CBE's and two non -- just so you know, we've been through all the calculation analysis here. The CBE ordinance would kick in so that would be another factor.

COMMISSIONER GELLER: Mr. Mayor, if there's no more questions, I'll close with one statement which is, I will -- I have no opinion right now as to whether five star is or is not responsive and responsible. County attorney has advised that that is best left to a staff determination which is what I would be supportive of. What I am not supportive of is, I thought about this a great deal, but having gone through the RFP process, I just don't think it's fair to all of the tiny **XAEEVEN**s that went companies,

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that went through that, to make them go through that again at extremely substantial cost. At the appropriate time, I will either offer a motion or vote for whoever else offers the motion to send it back to staff as per the county attorney's suggestion in reference to let the staff make the determination whether they are responsive or responsible. Thank you, Mr. Mayor.

MAYOR UDINE: Thank you, senator. I have senator rich followed by Commissioner Bogen.

COMMISSIONER RICH: Thank you, Mr. Mayor. I'm going to be a little brief about this. I am not in favor of rejecting these bids. I think it is incredibly unfair for a whole slew of people to have followed the procedure and there was lots of competition, I think purchasing followed the process, vendors spent, as somebody mentioned, over a year and a lot of money, time and effort to do right thing. They did the right thing. And I believe we need to do the right thing and we need to send this back to purchasing, as far as I'm concerned, and let them move on with this and bring it back to us with their -- with their recommendation. I think we spent a lot of time, I think Mayor Udine, you're responsible for this, going back and changing our whole process, our purchasing process, and I think people pay attention, they did what they were supposed to do, they did the right thing, and so I think at this point we need to do that same thing and purchasing will be prepared to address the issue. I don't know if you want a motion.

MAYOR UDINE: What let's wait. Commissioner Bogen. Anyone **EELS** else in the queue? Fisher and Mr. Moskowitz.

COMMISSIONER BOGEN: We here today because bids went out, bids were submitted to an RFP and staff said, there's a company here that submitted

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too low of a bid. Does that sum it up? A company called five star submitted to low of a bid and we don't think they can end be up perform ing or it could be problematic by year two. Does that sum it up?

MR. MEYERS: I think -- Mr. GLEES en --

COMMISSIONER BOGEN: Is it fair to say that we are here to say because the staff believed that a bid given by a vendor, potential vendor, is too low and they won't be able to perform? Does that sum it up?

FROM THE FLOOR: That sums it up.

COMMISSIONER BOGEN: Thank you. Mr. oh bell, can you come up? I'm not familiar with five star at all. I do see Mr. oh Dell from my district, he's a responsible businessperson that I've known in my district. There's a allegation that, by staff, that you guys bid too low and you're not going to be able to perform year two. How do you respond to that?

FROM THE FLOOR: I think what's being left out here that staff sent a e-mail, request ing clarity, we provided the clarity way a. We are more than capable to do the job. We sent the correct number s, that will actually be for the two years. We did. I'm sure they should have provided to you in the back up, we're more than capable base ed on the actual number s that we submitted to staff when they request ed it from us.

COMMISSIONER BOGEN: I want to clarify. The bid thaw submitted originally, let's call it a dollar, did that change later or did that stay the same?

FROM THE FLOOR: The original bid was submitted two ways. One was a vendor press sheet, that had the correct number en on it. When the numbers were transposed and put into per scope, there was a error made so they had

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correct number s and they had one year --

COMMISSIONER BOGEN: Who had correct numbers?

FROM THE FLOOR: Broward County.

COMMISSIONER BOGEN: You're say ing the county had the correct number s.

FROM THE FLOOR: All along. All the way through the process. They ask ed for clarification and we have our response here clarify ing yes we did make a mistake enter ing the data into per scope, these are the correct number s.

FROM THE DAIS: Mr. GLEES en waived the technical error of the data entry and nothing was award ed on incorrect numbers. If you look at the number s today, the correct number s that the county had all along.

COMMISSIONER BOGEN: Mr. GLEES en, she's say ing that the county waived the issue of enter ing the correct number, why are we here today? If the county -- I'd like just a answer. If the county knew of this and they waived the issue of the errors that she's claiming, if that's true, why are we here today?

FROM THE FLOOR: They're not the only company that had errors. There were 11 companies throughout that had errors, many of which were not due to being mathematically or materially unbalance ed and some of which were immaterial or informal, not affect ing price or anything. There were a lot of issues with all 11 vendor s with their price sheets and their submittal s, some of which were waive able. I don't recall which company was waiver ed for what item.

COMMISSIONER BOGEN: Everyone submits bids, there's errors from different companies, but then this company is the lowest bidder, but from this company you're recommend ing to this board that we start over again and don't take

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that lowest bid because you believe that it's too low of a bid and they can't perform.

FROM THE FLOOR: Correct, Commissioner. They were not the only company that had a mathematically unbalanced --

COMMISSIONER BOGEN: They're claiming that the -- you have the numbers, that it's not mathematically unbalanced.

FROM THE FLOOR: And there were solicitation instructions that required them to submit the pricing on certain forms that could not be waived.

MAYOR UDINE: I see drew raising his hand.

COMMISSIONER BOGEN: I'm confused:

MR. MEYERS: I was a little confused as well. My understanding the vendor verified that it would perform the two years or the work for one year pricing, not -- my lawyer is shaking his head yes and I see the attorney for the potential vendor saying no. What I'm hearing is that the vendor wants to be scored based upon the corrected pricing that covers a two year period and thinks he would be EP be titled to receive the contracts under that, which obviously is a different issue from whether something is unbalanced. That's an issue as to I guess the sangtilty of the procurement process, because there was an error made in the price submittal in the one place that [Indiscernible] they submit price sheets and it says two million, when they submit the pricing, it says we'll do it for one million. It's my understanding that they were asked specifically, are you aware of the bid instructions that say what you submit in the computer system, the one million, controls in the event of conflict with your bid sheet which says two million. They said yes and it's my understanding they verified they would perform for the one million dollars over two years which is a concern as to whether that's really viable.

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COMMISSIONER BOGEN: Do you dispute that in.

MAYOR UDINE: Come up to the microphone.

FROM THE FLOOR: If you look in the packet that was distributed to you earlier, I think it's page four of page five, you will see the letter in which the purchasing director waived the IG regularity in my client's procurement. You will also see a e-mail from procurement asking for clarification and if you would like, I have the responses sent -- T when we originally submitted, we submitted correct numbers. We made a mistake in data entry. That error was waived. I --

COMMISSIONER BOGEN: Drew, if that was waived, the error in the data --

FROM THE FLOOR: You have the numbers. [Multiple speakers/speaking over each other].

MR. MEYERS: I'd have to look at it. This is not provided in advance and it's inconsistent with how I've been briefed on this matter. It's perhaps another reason that the board at this point, maybe this is not fully cooked. Maybe this can go back to, we're meeting next week and then we're meeting a couple weeks after that, maybe we need to make sure we have all of our facts right because what's being stated now is inconsistent --

COMMISSIONER BOGEN: What I think we're getting is we're getting the side of the staff but the vendor is presenting facts that are different than that we're being presented with.

MAYOR UDINE: Can I make a comment? No matter what we do today, no matter how this works out, we need to approve motion D to extend so that these buildings can still be cleaned. Can I get a motion on D? I have a motion by

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senator rich, seconded by Geller. We're not going to finish this whole issue within 30 days and we need to make sure that the building ings, (vote taken) all in favor on section D (vote taken) Commissioner Bogen, you still have the floor.

COMMISSIONER BOGEN: Before we go any further. Mr. 34, with all due respect.

FROM THE FLOOR: This was not brought up by any lobby ist s, this was brought up by staff. We're here today because of what staff brought back to us, not because of any lobby ist or counsel or anybody, we're here today because staff felt base ed on the bids. I'm happy to talk to you about that. I don't think -- we could spend time talking about the facts, but I think we're get ing contradictory facts and I know to -- I want to know what the truth is. I don't know if we want to postpone this for a week before we throw them out into the bath water, let's first get the facts.

FROM THE FLOOR: [Indiscernible].

MAYOR UDINE: Commissioner Bogen, are you done --

COMMISSIONER BOGEN: That's my suggestion.

MAYOR UDINE: I'm going to recognize Commissioner Fisher and then I have Commissioner Moskowitz.

VICE MAYOR FISHER: Here we are again. When I say here we are again, we went through this, this board went through this issue with the airport cleaning crew, if you remember correctly. Here we are again on what do we do when people go through the bidding process, speak thousands and thousands of dollars, especially to our small businesses, and we're back here trying to be the judge and jury again. I got to tell you, it displeases me that we're going through this process. Sitting in this process, talking about who's responsive, who's not responsive. That's not our

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job. It's purchasing's job. I have to get that out first, then I can calm down and come back to it. Now I'm getting information now on the dais right now, I have no idea, no idea what this stands for. How can we be the judge and YUR now and make a decision when you've got all these conflicting stories? Commissioner Bogen was asking the same question of five star. I think when you sit back, and you got some saying Mr. GLEES en waived this, some say they didn't waive it, some said it's a million dollars for two years, some saying it's not. I'm not going to make an intelligent decision today. I think we need to postpone this, if it takes another 30 days for Mr. McDonald to get involved again, get clarification on these contracts and come back with a relation. If it's following purchasing's order, is it going to make five star responsive or responsible? I don't know. But I'm not going to make a decision today on this matter, Mayor, I'm sorry.

MAYOR UDINE: The wonderful thing about this, I've seen the agenda for March 1 and we have a very light meeting, if we have to add something up for March 1. But I didn't say that.

FROM THE DAIS: Thaw Mayor. I spent a couple hours over this. I read 247 pages of the procurement. Let me say a couple things. First is, no procurement should take 18 months. That's problem number one. I met with Mr. GLEES en who has a very long record in procurement and I know that this is something that he also is aware of, which is why I think staff, part of the reason staff wanted to throw it out and start over is they believe there are some things that are not fix BL and it's easy to get a clean process. Talking about the process, we have to get faster at solicitations. We have to. When I took over the division that was taking the state about 12 or 13 months, and eventually we started getting 90 to 1 days, it's

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possible to do that. We have to get to the point where we can get solicitations out in months and not years. That's number one. Number two is, this was done as an RFP. Which is the right way to do it. Staff did it the right way. For whatever reason, the way it was calculated, evaluated, price seems to be one of the -- the major determining factor here and that's not really how an RFP is supposed to go. An RFP is supposed to have the company's differentiated to a point based on performance, based on history, based on their team, based on the categories in an RFP, and prices **VEELT** **VEELT** ed separately. Here's it appears because price were worth 30 points and the companies were so close in their other category that price is dictating. If that's what we want to do we should do it by ITB which I'm not recommending. We need to look at our RFP process and realize that if we make price 30 points or if we don't really get into the nitty-gritty when evaluating the proposers and separate them, really separate them based on performance and history and teaming partners, then price is always going to win out. Those are my two or three observations of the process itself in general. Now, let's talk about what should have happened here. Okay in so, if you go into the purchasing agent's report, you'll see that ALJ services had a oh **KIGS** omission on their pricing sheet and janitorial services, **IPG** had a pricing omitted on their agreement one. Training le services of Florida had a pricing omitted on their **SHEEMENT** sheet on agreement 1. I'll keep **GOECHLTH** agreement number 2 had a pricing error omitted, MCJ professional had a pricing omitted. Training le services had a pricing omitted a. Pricing omissions on agreement 3. Omissions on agreement 3. Agreement 4 and pricing omissions agreement 5, I land J cleaning had pricing omissions. I won't go through every agreement. You get my drift. So if you go into the solicitation you'll see on page three of the solicitation there is something that says,

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I'll read from the solicitation,: Failure to completely fill out and submit price on the item response form and price worksheet s applicable to a solicitation will deem vendor nonresponsive. Will deem. Shall deem. Not should, not may. Shall deem. So all of those folks that I highlighted that left pricing out in one area of the price sheet are nonresponsive. It's not subjective, it's not up for determination. They are nonresponsive. Now, the procurement **DESHTH** director had the ability to waive that as a irregularity, not material. Which is what did happen. Which is why those vendor s stay ed. In five star, in their instance, they submitted their pricing both ways, which is what everyone else did, so they were responsive, meaning that they submitted their pricing on their pricing worksheet and they submitted into per scope. Unfortunately, when they submitted into per scope, what did they did is they only submitted their year one pricing and not the two year. Their pricing is basically 50 percent less. It's a mathematical calculation. It's not like they submitted 50 dollars on the written form and submitted 35 dollars in the electronic form and we can't figure out the pricing. It's a mathematical equation. But the document specifically says, if there is a discrepancy between the pricing worksheet and per scope, per scope shall rule. That's what it says. Shall. Clearly, I don't want to speak for Mr. oh bell, but clearly no one can perform at 50 **PIRS** of their price. That would be nonresponsive. It would be nonresponsive for a vendor to get nine areas or 12 whatever they were award ed at 50 percent less. Either they were billing too much or they clearly can't perform. In this instance, they clearly can't perform if they had to do it at their one year pricing. I bring this up because the process was a mess. It was. And I struggle with the fact that we waive ed all of these omissions for a bunch of vendor s, but in the instance of five star, we brought it to us, quite frankly. We did not make a determination whether we should

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waive that as a irregularity. I understand the document says if there's a discrepancy, we should use the electronic form. That's clear. Just like it says, you shall be nonresponsive if you don't submit pricing in all areas. What I struggle with is why didn't staff make the waiver for five star as well. Staff may say that they can't make the waiver, they're not legally allowed to make the waiver. I would differ. I would say that I think purchasing has the ability to say that it wasn't a discrepancy, it was merely a scrivener's error, if that's what staff wanted to do. I think they have the power. What I think has to happen, we have to send back to the committee. I think staff needs to determine if they were to make the waiver, meaning for five star, we then get into a responsive issue -- a responsible issue. Here's what I mean by that. That because price dictated -- one vendor is going to wind up with like nine REEJ.

S or 12 regions, that seems a little out there N regions) I think we should give staff 30 days to go back and take a look at all the omissions and take a look at five star and make one determination which is they either all stay or they all go, because I don't have a problem that we picked and chose who -- which was a regular omission which was not material versus what was a material omission. I know what staff would say is, the whole pricing was incorrect on per scope. Yes, it was incorrect, but we do have their correct pricing. We have it. It was just a mistake into the electronic system. It's not that we can't figure out what their pricing is. Now, is that something we should be doing, is that something that should happen in the process, is that fair? To be honest no matter what hatches here, whether we throw -- the economy y throw s five star out and goes to the second place vendor or leaves five star in, someone is going to be aggrieved because the process shouldn't have gone here. It is what it is. Someone is going to lose. Someone will lose. Which is why I think staff

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recommendation was to throw it out and start over. You're saying, I'm going around and around with all this stuff, I'm doing that to show you how bad the process was. I would support sending it back to the committee for the committee to figure out who is responsive and who is not responsive. And after they do that, figure out who is responsible and who is not responsible. I also would be okay, quite frankly, if we separated out as kind of a settlement, separate out an agreement. There are 14 agreements here. They're all priced separately so they're all like mini procurements in one giant procurement. I would be okay if we waive the procurement code as some sort of settlement here and the committee can make that recommendation. The committee can make the recommendation to us that they've gotten with the vendors, they've come up with a determination, and we threw five star out, everyone is going to the second place vendor, we threw out some other vendors and we're going to waive the procurement code on 1 or 2, we're giving it to five star under their pricing. Why do I say we can do that? On today's agenda right before today's discussion we waived the procurement code to give janitorial contract. I want to send it back to the committee. I want the committee to understand that they can come back to us with a bunch of recommendations including waiving the procurement code to try to figure out how we can make everyone as happy as possible. I want to give staff some direction. I think sending it back with no direction, we'll be back here in the next 30 days. Thank you.

MAYOR UDINE: Thank you Commissioner Moskowitz. I have Commissioner Alston followed by Commissioner Furr.

COMMISSIONER ALSTON: I'm not sure everyone will be happy, but we'll try our best based on the direction of the board. I think well said by you and all of my colleagues that I heard over the past several minutes, I think I gave -- we have

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some consensus that this was not fully cooked by staff. I agree with that. I think I got a little dizzy when I think senator Commissioner Geller and the attorney were going back and forth and Commissioner Bogen with your questions as well. I think we all agree this was not the best work product. MER Moskowitz, I agree with those comment. This whole thing stinks. I have not talked to anyone and I think I know many of the players that's involved. Unfortunately many of our small businesses will be impacted on all sides, regardless of what decision is made I know by this board. I do recall a time when the county commission was directly involved with selection committees and I Captel you I absolutely do not want to go back there. I think I was staff at that time, I do remember the culture at that time, so I appreciate the comments from the board. Of course I appreciate all of the correspondence from different individuals and stakeholders. I will just be brief and say I absolutely support sending this back to the committee. I do believe that, yes, based on I think a few comments from my colleagues, I do agree with the direction you have provided to staff. I don't want to make that decision today; however, I am waiting for the appropriate time, once I receive the guide answer and feedback both from the procurement side as well as from the legal side because I still have a series of questions (, but I'll hold that based on what we have today. I agree with my colleagues.

MAYOR UDINE: Commissioner Furr.

COMMISSIONER FURR: Thank you, Mayor. Let's let vice -- like Vice Mayor Fisher, I'm not happy to be back in this position. The fact of the matter is since we're not on the selection committee as you bring up, we are the back stop for fairness. And that's what it comes down to. You might have a process like has been mentioned that is flawed and has had numerous problems. We've BOK become the

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back stop. To your point what about the pricing and trying to give direction, I think one of the things we try ed to make sure, we are make ing sure that the wages that we are make ing sure that come out of this, the pricing, we are trying to make sure that our employees and people that we work with have a living wage. I think we've tried to make sure that we provide that kind of role model for the rest of the county. It cannot be discarded. It's an important part. And it's not just pricing, it's what that means. Make ing sure that people can raise a family and all those kind of things. I'm okay with it coming back here because we're the ones who make sure that we maintain a fair process. I do think -- I'm not up for send ing this back down, for redo ing this again. I think lots of reasons, Commissioner Geller, you've enunciate ed and it is a lay bore YUS process. 18 months is a long time, way too long. Way too long (labor YUS) we need to bring this in for a landing. I'm going to ask staff to take another look at it, think about what the values that we have as a county commission and take all that into consideration. Your point about all the waiver s is a very good point. You can't pick and choose all through the place. I'm going to ask, I hope staff will take another look at that, take a fresh start, and act like we're starting over and do that. That's where I'm at.

MAYOR UDINE: The beautiful thing about speaking last is everything has already been said. I'm not going to add. Senator Geller wanted to make a motion. Since we've all gone around one time I'm going to recognize senator Geller for a motion.

COMMISSIONER GELLER: Thank you, Mr. Mayor. I think there's consensus on the dais not to send it back out forbid and therefore at this point in time I would like to make a motion to refer this back to staff for a determination as to who was responsive and responsible and make those LEMGS recommendations at that point in

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time. I am not as part of this giving any direction as to who was or who was not and TAF can or cannot, I guess, decide in what case they may find it -- let staff do that and then report back and that's my motion.

MAYOR UDINE: I have a motion and a second. I'll recognize Commissioner Moskowitz for a quick question.

COMMISSIONER MOSKOWITZ:

FROM THE FLOOR: This is a question for procurement. A vendor could be the lowest responsive vendor, but you could determine in some of these agreements, because the scopes are different, the sizes of these locations are different, you could determine that, yeah, they were the lowest but it wasn't a responsible price because we don't think they could perform, right in you could determine ?? You could determine that.

MAYOR UDINE: My question without messing this up. When this goes back to committee, are we going to fix the clerical error that was made putting those prices into per scope? Because what I don't want to see happen is this come back to us with the pricing of the real low one that respectfully, to the person that made a mistake putting it in, they probably are not going to be able to perform that for two years, so will that go back to staff with that number BER -- it was -- as STANDZ I understand it. Drew.

MR. MEYERS: Not to pre-judge that issue. The only other point I would ask Mayor and senator Geller if it's possible and I would turn to Mr. GLEES to see if this is correct. Once staff re-evaluates responsiveness and responsibility, I presume that the point they would then post the rankings and then allow any protests or objection period to proceed and if it can get worked out, it

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gets work ed out, otherwise we'll be back --

COMMISSIONER GELLER: That's what I was assume ing in the motion. Do I need to specifically state that?

MAYOR UDINE: I have a motion by nor Geller and seconded by Vice Mayor Fisher. (Vote taken).

COMMISSIONER GELLER: Wait.

FROM THE FLOOR: The only question was if there's a determination by staff that the per scope pricing needs to be accept ed and cannot be waived by staff if the board would like to give direction on that.

MAYOR UDINE: Are I'll recognize -- we're going to go back around. I'll recognize Commissioner Moskowitz.

COMMISSIONER MOSKOWITZ: That I think is the critical question that staff has to answer. Ultimately you have to look at the code, you're going to have to make a determination of whether or not you think this is a waive able issue. And then if you determine it is a waive able issue, you get past that, meaning responsive, you determine whether or not you think the pricing is responsible in each of the agreement s. It's two prong. If you determine that it is not waive able, then you need to move forward with your evaluation, let the process takes place, that will still come in front of us. I think that is the critical question of whether or not that discrepancy is waive able or not.

MAYOR UDINE: With that said, I have a motion and a second. (Vote taken) please show that that passes 8 to 0. We've already done action 2, so we've extended those other contracts. That brings us up to agenda item 52. Agenda item 52 is a motion to approve a settlement. Of with triple R paving for the -- versus