



JOSEPH M. GOLDSTEIN
PARTNER, BOARD CERTIFIED IN BUSINESS
LITIGATION
Shutts & Bowen LLP
201 East Las Olas Boulevard
Suite 2200
Fort Lauderdale, FL 33301
DIRECT (954) 847-3837
FAX (954) 888-3066
EMAIL JGoldstein@shutts.com

August 21, 2023

VIA EMAIL AND HAND-DELIVERY

Mr. Robert Gleason
Director of Purchasing
Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301
rgleason@broward.org

Re: Chi-Ada Corporation Appeal to Protest Determination to Agreements 3 and 4 of RFP BLD2124561P1, Janitorial Services for County Facilities

Dear Mr. Gleason:

As previously established, Shutts & Bowen LLP represents Chi-Ada Corporation (“Chi-Ada”) regarding RFP BLD2124561P1, Janitorial Services for County Facilities (“RFP”). Pursuant to Section 21.80 and 21.81(b) of the Broward County Administrative Code, as a party who has received an adverse determination with respect to a formal protest of the RFP, Chi-Ada submits this Appeal to the Director of Purchasing’s Determination concerning Chi-Ada’s July 17, 2023, Formal Protest to the Final Recommendation of Ranking of vendors for Agreements 3 and 4 of the RFP, dated August 10, 2023, but sent by the County on August 11, 2023, and attached hereto as **Exhibit 1**. In compliance with Section 21.82, which provides that “[a]n appeal must be received by the Director of Purchasing within ten (10) days after the date of the determination being appealed”, Chi-Ada timely filed its Appeal on August 21, 2023, within ten (10) days after Chi-Ada received the Protest Determination on August 10, 2023. In accordance with Section 21.84(a) and (c), a Cashier’s Check in the amount of \$10,000.00 is enclosed, which serves as the requisite appeal bond.

As a party who has received an adverse determination with respect to a formal protest of the final recommendation of ranking of vendors for Agreements 3 and 4 of the RFP, Chi-Ada states the following grounds for its appeal. The County’s Director of Purchasing’s determination of Chi-Ada’s July 17, 2023, Protest is arbitrary and capricious, and counter to the evidence presented.

Sunshine Cleaning Systems, LLC’s (“Sunshine Cleaning”) failure to follow the specification of the RFP renders its proposal non-responsive and non-responsible. Further, the Evaluation Committee’s evaluation and scoring of Sunshine Cleaning’s proposal was improper, arbitrary and capricious; thus, a determination by the Director of Purchasing that is inconsistent with this finding is also arbitrary, and capricious and contrary to the evidence. The evidence has established that

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with the exclusion of the Evaluation Committee's improper scoring, Chi-Ada has the actual highest-ranked responsive and responsible proposal, including being the lowest priced for Agreements 3 & 4. For these reasons and as fully detailed below, Chi-Ada respectfully requests that the County reconvene the Evaluation Committee to properly rank the vendors in accordance with the evidence presented.

I. Summary of Argument

The Director of Purchasing's Determination concerning Chi-Ada's July 17, 2023, Formal Protest to the Final Recommendation of Ranking of vendors for Agreements 3 and 4 of the RFP is arbitrary and capricious because the County ranked Sunshine Cleaning as the number one ranked vendor when it knew Sunshine Cleaning did not meet the solicitation's required responsiveness criteria and contrary to the provisions in the solicitation evaluated and scored Sunshine Cleaning for a criterion it should not have thus failing to adhere to its own solicitation specifications. Such failure to comply with its own criteria constitutes arbitrary and capricious action since Sunshine Cleaning's proposal was non-responsive, non-responsible and should not have been evaluated or scored for Evaluation Criteria 3.1. Furthermore, the evidence demonstrated that Chi-Ada is the highest-ranked responsive and responsible proposal and the lowest priced for Agreements 3 & 4, and thus, should be the number one ranked vendor for Agreements 3 & 4 contrary to the Director of Purchasing's determination.

II. Factual Background

a. The RFP

On August 12, 2022, Broward County Purchasing Division (the "County") posted the RFP, seeking for the Broward County Facilities Management Division qualified vendors to provide comprehensive janitorial services for various Broward County facilities. *See RFP, incorporated by reference, at 3, 16.* The RFP encompassed "a total of five (5) separate Janitorial Service Agreements that may be awarded to separate vendors. There [is] a total of four (4) CBE Reserve Agreements and one (1) SBE Reserve Agreement." RFP, at 16. Agreement No. 3 is a CBE Reserve for the South Regional Courthouse, and Agreement No 4. is a CBE Reserve for the Broward County Judicial Complex.

III. Legal Standard

"[W]here discretion is vested in [a government agency] with respect to letting public contracts on a competitive basis, the discretion may not be exercised arbitrarily or capriciously but must be based upon facts reasonably tending to support the conclusions reached by [the government agency]." *City of Pensacola v. Kirby*, 47 So. 2d 533, 535-36 (Fla. 1950). A procurement decision is arbitrary and capricious or not otherwise in accordance with the law if:

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- i. In reaching its decision, the government either relied on factors it was not supposed to consider or failed to adequately consider an important aspect of the issue before it. *See, e.g., Kirby*, at 534-36 (affirming injunction in favor of disappointed bidder where government awarded contract to highest bidder without considering whether the lower bidders were responsive or responsible);
- ii. The government's explanation for its decision either runs counter to the evidence before it or is so implausible that it cannot be reasoned to be due to a difference in view or the product of government expertise. *See All Seasons Air Conditioning v. Fla. Dep't of Transp.*, DOAH No. 17-3184BID ¶¶ 3-9, 15-27, 49-59, 2017 WL 5958620, at *2-5, 9-10 (Fla. Div. Admin. Hrgs. Aug. 28, 2017) (although bidders had to demonstrate their ability to perform by providing references for recently performed work that was similar in type, scope and volume to that called for in the solicitation the awardee's references consisted entirely of jobs that were significantly less complex than and for a very small fraction of the work called for in the solicitation)

When a government agency awards a contract, its decision to do so "must be based upon facts reasonably tending to support" it. *Kirby*, 47 So. 2d at 535-36. Here, the Final Recommendation of Ranking is contrary to the facts that were before the Evaluation Committee, and the County's explanation for its determination runs counter to the evidence before it, as fully detailed below.

IV. Legal Argument

- a. **The Final Recommendation of Ranking for Agreements 3 & 4 and thus the Director of Purchasing's Determination is improper because the Evaluation Committee's ranking and scoring was arbitrary and capricious as Sunshine Cleaning's Proposal is non-responsive and should not have been evaluated or scored for Evaluation Criteria 3.1.**

i. Responsiveness

Pursuant to the RFP's Standard Instructions to Vendors, "[a] Responsive (Vendor) means a vendor who submits a response to a solicitation that the Director of Purchasing determines meets all requirements of the solicitation." *See Figure 1*. As indicated in bold font, the required information and applicable forms **must** be submitted with a solicitation response by the solicitation's due date and time. *Id.* Per Part XVI. of the Broward County Procurement Code, the word "must" denotes the imperative. The instruction to vendors further explicitly stated in bold

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font that a vendor's failure to timely submit required information may result in the Vendor being deemed non-responsive. Figure 1.

A. Responsiveness Criteria:

A Responsive (Vendor) means a vendor who submits a response to a solicitation that the Director of Purchasing determines meets all requirements of the solicitation.

The required information and applicable forms must be submitted with solicitation response, electronically through Periscope SG2 by the solicitation's due date and time. Failure to timely submit may result in Vendor being deemed non-responsive. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.37(b) of the Broward County Procurement Code.

Figure 1. Responsiveness Criteria

Sunshine Cleaning failed to submit required information through an applicable form with its solicitation response by the solicitation's due date and time. RFP Evaluation Criteria 3.1. References required vendors to submit "**completed** Reference Verification Forms for previous projects referenced in its submittal." RFP, at 124. (emphasis added.) The criterion further provides that "[v]endor[s] should submit the completed Vendor Reference Form with its response **by the solicitation's deadline.**" *Id.* (emphasis added.)

In response to Evaluation Criteria 3.1 References, Sunshine Cleaning responded, "Vendor Reference Forms **have been distributed to our** references." *See* Sunshine Cleaning Proposal, incorporated by reference, at 24; *see also* Figure 2. (emphasis added.) It is abundantly clear from Sunshine Cleaning's response that all completed Reference Verification Forms were not **submitted** by the solicitation's deadline.

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3. Past Performance:

3.1. References – Vendor should submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the Vendor Reference Verification Form to its reference organization/firm to complete and return to the Vendor’s attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation’s deadline. The County will verify references provided as part of the review process. Vendor should provide five (5) non-Broward County Board of County Commissioners’ janitorial contract references, but no less than three (3). If the County is unable to verify at least three (3) references, additional references may be requested by the County.

Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor’s past performance.

Vendor Reference Verification Forms have been distributed to our references.

Figure 2. Sunshine Cleaning’s Response to Evaluation Criteria 3.1

As evidenced by the County’s collection of Vendor References, Sunshine Cleaning unequivocally failed to meet the requirement of Evaluation Criteria 3.1, as one of its references is dated January 4, 2023, when the solicitation’s due date and its date of proposal submittal was November 17, 2022. See Figure 3. In fact, the County confirmed that Sunshine Cleaning did not have all its references completed and submitted by the solicitation deadline as required by the RFP. Instead it submitted the required references on January 5, 2023, well over a month after the submission deadline.

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County Commissioners

**BROWARD
COUNTY
FLORIDA**

Vendor Reference Verification Form

Broward County Solicitation No. and Title:
RFP No. BLD2124561P1, Janitorial Services for County Facilities

Reference for: Sunshine Cleaning Systems,LLC

Organization/Firm Name providing reference:
Charlotte Douglas International Airport

Contact Name: Janitorial Services	Reference date: 1/4/2023	
Contact Email: Kevin.Lynch@cltairport.com	Contact Phone: 704-359-1905	
Name of Referenced Project: CLT Airport Janitorial Services		
Contract No.	Date Services Provided:	Project Amount:
	2010 to 2020	\$12 mil

Figure 3. Sunshine Cleaning's Vendor Reference Verification Form

Therefore, Sunshine's Proposal cannot be deemed responsive, and such a determination by the evaluation committee and, subsequently, the Director of Purchasing was improper, arbitrary and capricious since the solicitation's responsiveness criteria used language which denotes that the submission of applicable forms was obligatory and Sunshine Cleaning failed to meet that obligation. Thus, a decision to keep the Final Recommendation of Ranking as initially indicated is unreasonable, given the supporting evidence.

- ii. Even if Sunshine's Proposal is not deemed non-responsive, its Proposal should not have been scored for Evaluation Criteria 3.1 per the RFP and thus renders the Evaluation Committee's Scoring and subsequently the Director of Purchasing's Determination Arbitrary and Capricious.

Pursuant to the RFP's Standard Instructions to Vendors, "[v]endors that fail to submit any information and/or documentation required by an evaluation criteria will not be evaluated or scored for the corresponding criteria." RFP, at 112; *see also* Figure 4. (emphasis added.)

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F. Evaluation Criteria

1. The Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Unless the Evaluation Criteria is identified in the solicitation as an Additional Responsiveness or Responsibility Requirement (i.e., Special Instructions to Vendors, e.g., pricing, certifications, etc.), a Vendor's failure to respond to evaluation criteria will not be considered a matter of responsiveness or responsibility. Vendors that fail to submit any information and/or documentation required by an evaluation criteria will not be evaluated or scored for the corresponding evaluation criteria.

Figure 4. Standard Instructions to Vendors

Section 21.42(c) of the Broward County Code of Ordinances also provides that the Evaluation Committee's review of scoring and ranking "shall be solely based on evaluation factors set forth in the solicitation." The Evaluation Committee's scoring was improperly conducted and was not based solely on evaluation factors set forth in the solicitation.

Evaluation Criteria 3.1. References, required vendors to submit "**completed** Reference Verification Forms for previous projects referenced in its submittal" and further provided that "[v]endor[s] should submit the completed Vendor Reference Form with its response **by the solicitation's deadline**." RFP, at 124. (emphasis added.) Despite this explicit requirement and Sunshine Cleaning's failure to adequately respond, the evaluation committee still found its proposal responsive and further evaluated and scored Sunshine Cleaning's proposal for this criteria in contradiction to the requirements of the RFP and Broward County's Code of Ordinances.

If the County did not intend to require vendors to submit the aforementioned forms before the submission deadline, it would not make sense to state as such in the solicitation, then further emphasize that the documentation required will not be evaluated or scored for the corresponding criteria.

As evidenced by each Evaluation Committee member's score sheets, Sunshine Cleaning was evaluated and scored by each committee member for Evaluation Criteria 3.1. *See* Evaluation Committee Scoring Sheets, attached hereto as Composite **Exhibit 2**. Per the RFP, this action was improper. Therefore, the Evaluation Committee's and, subsequently, the County's determination to keep the Final Recommendation of Ranking as originally indicated that Sunshine Cleaning had the highest-ranked responsive and responsible proposal could not have been determined solely based on evaluation factors set forth in the solicitation as required by the Broward County Code of Ordinances.

The Evaluation Committee's evaluation and scoring of an entire Evaluation Criteria that should not have been evaluated or scored is a failure of the Evaluation Committee to adequately consider an important aspect of the solicitation review. Since the Final Recommendations of Ranking and, in turn, any Recommendation for Award to Sunshine Cleaning would not be based

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upon facts reasonably tending to support an award of this solicitation, the Evaluation Committee's scoring and the County's consequent determination are arbitrary and capricious. The County's determination that a vendor has the highest-ranked responsive and responsible proposal when, in fact, it has been presented with evidence to the contrary that shows that the vendor is non-responsive and should not have received a total of 40 points for its proposal for Agreement 3 or its proposal for Agreement 4 is an unequivocal indication of arbitrary and capricious action which runs counter to the evidence and indicates that in reaching its decision the County utilized factors it was not supposed to consider.

iii. Without the Points Improperly Allocated to Sunshine Cleaning for Evaluation Criteria 3.1, Chi-Ada is the Highest Ranked Responsive and Responsible Proposal and the Lowest Bid.

Excluding the points improperly allocated to Sunshine Cleaning for Evaluation Criteria 3.1, Sunshine Cleaning's total score would be reduced by 40 points for each Agreement, placing Chi-Ada ahead of Sunshine Cleaning for Agreements 3 & 4. See the demonstration below:

AGREEMENT 3:

Company	Total Points	Deduction From Eval. 3.1	Actual Total
Sunshine Cleaning	429.7015	40	389.7015
Chi-Ada	391.7414	0	391.7414

AGREEMENT 4:

Company	Total Points	Deduction From Eval. 3.1	Actual Total
Sunshine Cleaning	422.1432	40	382.1432
Chi-Ada	386.7241	0	386.7241

Based upon the solicitation's instructions, the Evaluation Committee should not have evaluated or scored Evaluation Criteria 3.1 for Sunshine Cleaning. Thus, a determination by the Director of Purchasing that the allocation of points to Sunshine Cleaning was proper demonstrates that the County failed to adequately consider an essential aspect of the issue before it and made its decision unreasonably.

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b. A Scoring Comparison reveals that Chi-Ada's score should equal or exceed Sunshine Cleaning's score.

Chi-Ada is lower priced than Sunshine Cleaning for both Agreements 3 & 4, as accurately reflected by the pricing scores; however, the following areas highlight where Chi-Ada should have been scored equal to or better than Sunshine Cleaning:

An analysis of Evaluation Criteria 3.1's scoring reveals why Chi-Ada should be scored significantly higher than Sunshine Cleaning in the Past Performance category. Unlike Sunshine Cleaning, Chi-Ada included all its references within its proposal on November 17, 2022, the date solicitation responses, and thus references, were due per the RFP. *See* Chi-Ada RFP Proposal Criteria 3.1 Response.

Chi-Ada should have received higher scores than Sunshine Cleaning for its Vendor Experience under Evaluation Criteria 2.1. Criteria 2.1 asked Vendors to list ten (10) janitorial contracts that are the ***most similar*** to the agreements for which the vendor is proposing. Under this criteria, Sunshine Cleaning listed fewer contracts than Chi-Ada, and, more importantly, fewer contracts that are similar to Agreements 3 & 4 than Chi-Ada. Chi-Ada detailed experience providing janitorial services for buildings identical to Agreements 3 & 4. Chi-Ada serviced Sarasota County's Criminal Justice Center, Judicial Center, and Historic Courthouse, projects similar to Agreement 3 for the South Regional Courthouse and Agreement 4 for the Governmental Center East Complex. *See* Chi-Ada's RFP Response, at 62; *see also* Figure 5; *cf.* Sunshine Cleanings Proposal, at 19-23. While Chi-Ada has direct vendor experience with cleaning a courthouse, Sunshine Cleaning's listed vendor experience does not demonstrate the same, yet Sunshine Cleaning was ranked higher for Evaluation Criteria 2.1 by evaluators Tim Waln, Jeffrey White, and Andrew Sebo for Agreement 3, and likewise by the same evaluators and Elsie Lewin for Agreement 4.

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Janitorial Services for County Facilities		CHI-ADA CORPORATION
Solicitation BLD2124561P1		
1660 Ringling Blvd. Sarasota, FL 34236		
g. Number of floors in each facility on the contract	6	
h. Size of each facility area cleaned in square feet	125,393	
i. Number of days per week service is/was provided	7	
j. Total number of Vendor's employees assigned to each facility	5	
k. Total number of daily facility users: employees, customers, passengers, etc.	356	
l. Whether or not the facility operated 24 hours per day, 7 days per week	M-F 8:00 a.m. - 5:00 p.m.	
m. Whether or not the contract required background checks	Yes	
n. Whether or not the contract required green cleaning	Yes	
f. Name and address of each facility on the contract		Responses
Criminal Justice Center		
2073 Ringling Blvd. Sarasota, FL 34237		
g. Number of floors in each facility on the contract	8	
h. Size of each facility area cleaned in square feet	96,960	
i. Number of days per week service is/was provided	5	
j. Total number of Vendor's employees assigned to each facility	4	
k. Total number of daily facility users: employees, customers, passengers, etc.	135	
l. Whether or not the facility operated 24 hours per day, 7 days per week	M-F 8:00 a.m. - 5:00 p.m. Courtrooms (5 p.m. - 10 p.m.)	
m. Whether or not the contract required background checks	Yes	
n. Whether or not the contract required green cleaning	Yes	
f. Name and address of each facility on the contract		Responses
Historic Courthouse		
2000 Main Street Sarasota, FL 34237		
g. Number of floors in each facility on the contract	10	
h. Size of each facility area cleaned in square feet	65,411	
i. Number of days per week service is/was provided	5	
j. Total number of Vendor's employees assigned to each facility		
k. Total number of daily facility users: employees, customers, passengers, etc.	125	
l. Whether or not the facility operated 24 hours per day, 7 days per week	M-F 8:00 a.m. - 5:00 p.m.	
m. Whether or not the contract required background checks	Yes	
n. Whether or not the contract required green cleaning	Yes	
f. Name and address of each facility on the contract		Responses
Historic Center Museum		
701 North Tamiami Trail Sarasota		
g. Number of floors in each facility on the contract	1	
h. Size of each facility area cleaned in square feet	6,812	
i. Number of days per week service is/was provided	6	
j. Total number of Vendor's employees assigned to each facility	1	
k. Total number of daily facility users: employees, customers, passengers, etc.	110	
l. Whether or not the facility operated 24 hours per day, 7 days per week	M-F 8:00 a.m. - 5:00 p.m.	
m. Whether or not the contract required background checks	Yes	
n. Whether or not the contract required green cleaning	Yes	
f. Name and address of each facility on the contract		Responses
Judicial Center		
2002 Ringling Blvd. Sarasota, FL 34236		

Figure 5. Chi-Ada's Vendor Experience

c. Responsibility

i. Failure to Disclose Company Principals and Out-of-State PPB renders Sunshine Cleaning's Proposal Non-Responsible.

Sunshine Cleaning, on November 17, 2022, failed to include in its proposal response or update the County at its June 5, 2023 presentation of its actual principals, owners, and out-of-state principal place of business ("PPB"), as required by the solicitation.

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In 2022, Pritchard, a New York-based company, acquired Sunshine Cleaning. *See* Prichard Website Screenshot 1, attached hereto as **Exhibit 3**. On November 14, 2022, Thomas Melton, the Executive Vice President of Pritchard and Sunshine Cleaning, signed the Price Sheets for Agreements 1-4. *See* Sunshine Proposal, at 4-6, 8, excerpts attached hereto as **Exhibit 4**. However, as required by the RFP, Mr. Melton was not included in Sunshine Cleaning's proposal as company principal, officer, or owner. On November 17, 2022, three days after Executive Vice President Thomas Melton signed price sheet documents for Agreements 1-4, Sunshine Cleaning submitted its proposal to the County. Under Evaluation Criterion 1, titled "Ability of Personnel," the RFP required that vendors "[s]ubmit a resume or brief biography for each of the company principal." RFP, at 123 of 180. (emphasis added.) Additionally, pursuant to Question 11 under the Vendor Questionnaire and Standard Certifications Section ("Vendor Questionnaire"), the RFP required vendors to "list name and title of each principal, owner, officer, and major shareholder." RFP, at 135 of 180.

Sunshine Cleaning argues that Mr. Melton nor any of the two New York based -principals were listed because they will not be involved in the operations of Sunshine Cleaning for the projects at issue. However, this argument is no excuse for Sunshine Cleaning's failure to include required information. The solicitation required a list of names and titles of each principal, owner, and major shareholder. Had the solicitation solely required a list of names and titles of each principal, owner, officer, and major shareholder that would be involved with the contract, such a response would be valid, but the solicitation made no such narrow distinction. Instead, it required a list of EACH principal, owner, officer, or major shareholder, which Sunshine failed to provide. Sunshine Cleaning admits that Mr. Melton is an authorized person for the purposes of all four Agreements he signed, yet claims it was an oversight not to include the Executive Vice President as a principal when he clearly is an owner with the legal authority to bind Sunshine Cleaning contractually with the County. If the Executive Vice President is authorizing the company's actions, it is also true that he has some decision-making authority over this project, whether or not he is involved with the performances of services. For these reasons, he and the other two principals should have been listed, and Sunshine Cleaning's failure to list them renders their proposal non-responsible.

Omission of Out-of-State PPB

Pursuant to Question 6 of the Vendor Questionnaire, the RFP required vendors to list their PPB address. In response to this question, Sunshine Cleaning represented that its PPB is "Sunshine HQ 3445 ne 12th terrace Ft. Lauderdale, FL 33334" *See* Sunshine Proposal, at 114 of 133. This again as previously argued renders Sunshine Cleaning's proposal non-responsible at the time of its submittal.

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V. Conclusion and Request for Relief

Chi-Ada respectfully submit this Appeal to the Director of Purchasing's Determination concerning Chi-Ada's July 17, 2023, Formal Protest of the Final Recommended Ranking of Vendors for Agreements 3 & 4 of the RFP and request that the County finds Sunshine Cleaning's proposal non-responsive, and the Evaluation Committee's scoring and evaluation of Sunshine Cleaning's proposal for Evaluation Criteria 3.1 improper since Sunshine Cleaning failed to submit obligatory information as instructed by the Responsiveness Criteria and should not have been scored in the first instance. The Evaluation Committee's scoring and, consequently, the Director of Purchasing's determination is arbitrary and capricious where Chi-Ada is the actual highest ranked responsible and responsive proposal and the lowest priced bid for Agreements 3 & 4 and should be number one ranked for Agreements 3 & 4.

We appreciate your time and attention to this issue and trust that the County will proceed according to the best interest of the County and its taxpayers, which is to have the vendor with the highest-ranked responsible and responsive proposal and the lowest-priced bid for Agreements 3 & 4 as the number one ranked vendor for Agreements 3 & 4.

Sincerely,

Shutts & Bowen LLP



Joseph M. Goldstein
Janeil A. Morgan

cc:

Fernando Amuchastegui, Esq., Senior Assistant County Attorney, FA@broward.org
Carolyn Messersmith, Purchasing Manager, CMESSERSMITH@broward.org
Mary Moss, Senior Purchasing Agent, Purchasing Division, mmoss@broward.org
Constance Mangan, Assistant Director, Purchasing Division, CMANGAN@broward.org
Jeannette Ferrell, Purchasing Manager, Purchasing Division, jferrell@borward.org
Scott Campbell, Director, Facilities Management Division, scampbell@broward.org
Angela Salinas, Contract Grant Administrator Senior, Facilities Management Division, asalinas@broward.org
Benjamin Salzillo, Esq., Senior Assistant County Attorney, bsalzillo@broward.org
Sara Cohen, Esq., Assistant County Attorney, scohen@broward.org
McKillip Erlandson, Esq., Assistant County Attorney, merlandson@broward.org

Exhibit 1

Janeil A. Morgan

From: Lopez, Shandreka <SHLOPEZ@broward.org>
Sent: Friday, August 11, 2023 4:54 PM
To: Joseph M. Goldstein; bokoro@chiadacorporation.com
Subject: RE: Protest Response - Chi-Ada Corporation - BLD2124561P1 - Janitorial Services for County Facilities - Agreements No. 3 & 4
Attachments: Protest Response - Chi-Ada Corporation - BLD2124561P1 - Janitorial Services for County Facilities.zip; Undeliverable: Protest Response - Chi-Ada Corporation - BLD2124561P1 - Janitorial Services for County Facilities - Agreements No. 3 & 4

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Please see the zipped file attached. The document was too large to send.

Thank you ,



Shandreka Lopez
Administrative Assistant
Broward County Purchasing Division
115 S. Andrews Avenue, Fort Lauderdale, FL 33301
(954) 357-7980
www.broward.org/purchasing

Customer care is my priority. How am I doing? Please contact my Supervisor, Lucy Garcia, at lugarcia@broward.org with feedback.

From: Lopez, Shandreka
Sent: Friday, August 11, 2023 4:50 PM
To: JGoldstein@shutts.com; bokoro@chiadacorporation.com
Cc: Gleason, Robert <RGLEASON@broward.org>; Mangan, Constance <CMANGAN@broward.org>; Messersmith, Carolyn <CMESSERSMITH@broward.org>; Ferrell, Jeannette <JFERRELL@broward.org>; Moss, Mary <MMOSS@broward.org>; Campbell, Scott <SCAMPBELL@broward.org>; Salinas, Angela <ASALINAS@broward.org>; Amuchastegui, Fernando <FA@broward.org>; Salzillo, Benjamin <BSalzillo@broward.org>; Cohen, Sara <SCohen@broward.org>; Erlandson, Mckillop <MERLANDSON@broward.org>
Subject: Protest Response - Chi-Ada Corporation - BLD2124561P1 - Janitorial Services for County Facilities - Agreements No. 3 & 4

Attached is the protest response for the above referenced subject.

Thank you ,



Shandreka Lopez
Administrative Assistant
Broward County Purchasing Division
115 S. Andrews Avenue, Fort Lauderdale, FL 33301
(954) 357-7980
www.broward.org/purchasing

Customer care is my priority. How am I doing? Please contact my Supervisor, Lucy Garcia, at lugarcia@broward.org with feedback.

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.



Finance and Administrative Services Department

PURCHASING DIVISION

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

Via Email Transmittal

August 10, 2023

Joseph M. Goldstein, Partner
Shutts & Bowen LLP
201 East Las Olas Blvd, Suite 2200
Fort Lauderdale, FL 33301

Re: Protest to Final Ranking - RFP No. BLD2124561P1 - Janitorial Services for County Facilities for Agreements No. 3 and 4

The Broward County Purchasing Division ("Purchasing") is in receipt of your firm's timely protest letter dated July 17, 2023 (Exhibit 1), on behalf of your client, Chi-Ada Corporation ("Chi-Ada"), in protest to the Final Recommendation of Ranking for RFP No. BLD2124561P1, Janitorial Services for County Facilities, specifically for Agreements No. 3 and 4. The required protest filing fees, in the amount of \$3,000 (Agreement No. 3) and \$5,000 (Agreement No. 4) were received.

After performing considerable due diligence in reviewing all protest assertions, the solicitation requirements, and the processes the County has followed in this procurement, the protest is respectfully denied, based on the following responses to each protest assertion.

Protest Assertion No. 1:

"The Final Recommendation of Ranking for Agreements No. 3 and 4 is improper because the Evaluation Committee's ranking and scoring was arbitrary and capricious as Sunshine's proposal is non-responsive and should not have been evaluated or scored for Evaluation Criteria 3.1."

Protest Assertion No. 1(a):

You contend that Sunshine is non-responsive because it failed to submit the completed Reference Verification Forms by the solicitation's deadline. Specifically, you assert that "[i]t is clear that Sunshine Cleaning could not and did not have all its references completed and submitted by the solicitation deadline as required by the RFP... Therefore, Sunshine's Proposal cannot be deemed responsive, and such a determination by the evaluation committee was improper."

County's Response to No. 1(a):

Neither the Standard Instructions nor the Special Instructions require a vendor to submit the completed Reference Verification Forms as a matter of responsiveness.

Section A of the Standard Instructions to Vendors listed the following as responsiveness criteria: the Lobbyist Registration Requirement Certification, the Criminal History Screening Practices Certification, and any addenda (Exhibit 2). Section A, Additional Responsiveness Criteria, of the Special Instructions to Vendors, required vendors to provide Price Sheets, the Domestic Partnership Act Certification Form, and the Living Wage Requirements and Affidavit Form (Exhibit 3). Importantly, Section F.2 of the Standard Instructions to Vendors states that "unless the Evaluation Criteria is identified in the solicitation as an Additional Responsiveness or Responsibility Requirement (i.e., Special Instructions to Vendors, e.g., pricing, certifications, etc.), a Vendor's failure to respond to evaluation criteria will not be considered a matter of responsiveness or responsibility." (Exhibit 2). In this solicitation, the provision of Reference Verification Forms was not identified in the RFP as an additional responsiveness or responsibility requirement.

Joseph M. Goldstein, Partner, Shutts & Bowen LLP
Protest to Final Ranking for Agreements No. 3 and 4
RFP No. BLD2124561P1 - Janitorial Services for County Facilities
August 10, 2023
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Because neither the Standard Instructions nor the Special Instructions required a vendor to submit the completed Reference Verification Forms as a matter of responsiveness, Sunshine's failure to provide such completed Reference Verification Forms at its time of submittal does not render Sunshine's submittal non-responsive. Accordingly, this protest assertion is denied.

Protest Assertion No. 1(b):

"Even if Sunshine's Proposal is not deemed non-responsive, its proposal should not have been scored for Evaluation Criteria 3.1, per the RFP, thus renders the Evaluation Committee's Scoring Arbitrary and Capricious."

County's Response to No. 1(b):

You assert that because Sunshine failed to submit its completed Reference Verification Forms, Sunshine should not have been scored on Section 3.1, Evaluation Criteria pursuant to the RFP's Standard Instructions to Vendors, which states that vendors that fail to submit information/documentation required by evaluation criteria will not be evaluated or scored for the corresponding criteria.

Section 3.1 of the Evaluation Criteria stated "[v]endor **should** submit completed Reference Verification Forms for previous projects referenced in its submittal. ...[v]endor **should** provide five (5) non-Broward County Board of County Commissioners' janitorial contract references, but no less than three (3)." [emphasis added] (Exhibit 4). Per Section 21.94 of the Procurement Code the word "should" denotes the permissive. Pursuant to Section F.1 of the Special Instructions to Vendors, the County reserves the right to obtain additional information from a vendor. As per established Purchasing policy, on January 4, 2023, the County requested Sunshine's completed Reference Verification Forms, and on January 5, 2023, Sunshine provided the requested information. These forms were provided to the Evaluation Committee, which considered them in its evaluation of Evaluation Criteria 3.1.

Based on the foregoing, this assertion does not have sufficient merit to deem Sunshine as non-responsive and as such, this protest assertion is denied.

Protest Assertion No. 1(c):

"Without the Points Improperly Allocated to Sunshine Cleaning for Evaluation Criteria 3.1, Chi-Ada is the Highest Ranked Responsive and Responsible Proposal and the Lowest bid."

County's Response to No. 1(c):

For the reasons stated in County's response to protest assertion No. 1(a) and No. 1(b), this claim is without merit and is therefore denied.

Protest Assertion No. 2:

"No CBE bidder would surpass Chi-Ada as the highest ranked Non-CBE responsive and responsible proposal and the lowest bid after conducting a Chapter 1 Article IV. Section. 1-81.3 (f)(2) Analysis. McKenzie does not qualify for the Section. 1-81.3(f) Privilege."

County's Response No. 2:

The County agrees McKenzie does not qualify for preferences allowed under Sec. 1-81, Broward County Business Opportunity Act; however, Chi-Ada is not the highest ranked non-CBE firm as set forth for the County's Response to No.1(b) and No. 3, below. The highest-ranked non-CBE is Sunshine.

Joseph M. Goldstein, Partner, Shutts & Bowen LLP
Protest to Final Ranking for Agreements No. 3 and 4
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Protest Assertion No. 3:

A Scoring Comparison reveals that Chi-Ada's score should be equal to or higher than Sunshine Cleaning's score. Specifically, you claim the following:

- Chi-Ada, unlike Sunshine, included all its references within its proposal on November 17, 2022, the date solicitation responses, and thus references, were due per the RFP.
- Chi-Ada should have received higher scores than Sunshine for its Vendor Experience under Evaluation Criteria 2.1, which asked Vendors to list 10 janitorial contracts that are the **most similar** to the agreements for which the vendor is proposing. Under this criterion, Sunshine listed fewer contracts than Chi-Ada, and more importantly, fewer contracts that are similar to Agreements No. 3 and 4. Chi-Ada detailed experience providing janitorial services for buildings identical to Agreements No. 3 and 4, including Sarasota County's Criminal Justice Center, Judicial Center, and Historic Courthouse.
- While Chi-Ada has direct vendor experience with cleaning a courthouse, Sunshine's listed vendor experience does not demonstrate the same, yet Sunshine was ranked higher for Evaluation Criteria 2.1 by evaluators Tim Wahn, Jeffrey White, and Andrew Sebo for Agreement No. 3, and likewise by the same evaluators and Elsie Lewin for Agreement No. 4.

County's Response No. 3:

You allege that Chi-Ada should have been scored higher than Sunshine for Evaluation Criteria 3.1 because Chi-Ada included all of its references at the time of submittal. For the reasons set forth in the County's Response to Protest Assertions No. 1(a) and No. 1(b), I do not find there are sufficient grounds on which to reasonably sustain the protest.

I am also unable to grant the protest based on the claim that Chi-Ada should have received higher scores than Sunshine under Evaluation Criteria 2.1, Vendor Experience. Each Evaluation Committee member, at their own professional discretion, scored each proposal independently and on its own merits, up to the maximum allowable points. Chi-Ada may believe its proposal should have been scored higher, but I do not find any reasonable or compelling evidence that the scores of the Evaluation Committee members were made in any manner that can be deemed to be arbitrary, capricious, or otherwise made beyond their professional discretion in reviewing all known information.

Protest Assertion No. 4:

Failure to Disclose Company Principals and Out-of-State PPB renders Sunshine Cleaning's Proposal Non-Responsive.

County's Response No. 4:

The disclosure of company principals and out-of-state principal place of business is not a matter of responsibility, per the terms of the RFP. (see generally Section C.1 of Standard Instructions to Vendors). As previously indicated in the County's response to Objection to Proposed Recommendation to Ranking dated July 7, 2023, Sunshine provided detailed additional information regarding their officers and management personnel; and certified that their local business location (3445 NE 12th Terrace, Oakland Park FL 33334) is their principal place of business (Exhibit 5).

Given that Sunshine provided detailed information regarding their officers and management personnel; and certified their local business location, this assertion does not have sufficient merit to deem a vendor non-responsive, and this protest assertion is denied.

Joseph M. Goldstein, Partner, Shutts & Bowen LLP
Protest to Final Ranking for Agreements No. 3 and 4
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Conclusion:

In conclusion, upon careful consideration of all protest assertions for Final Recommendations to Rankings for Agreements No. 3 and 4 and in consultation with the Office of the County Attorney, the protest filed by Chi-Ada is hereby denied. The Final Recommendation of Ranking shall remain as originally indicated.

While I understand this is not the conclusion you seek, I do hope the above information and clarifications address each of the concerns asserted. The County is always sensitive to and recognizes the time and effort involved in submitting a proposal and we sincerely appreciate Chi-Ada's participation in this procurement, and we look forward to considering future proposals.

Respectfully,

Assistant Director,
on behalf of

Robert E. Gleason, Director
Purchasing Division

REG/mm/sl

Attachments

c: Scott Campbell, Director, Facilities Management Division
Angela Salinas, Contract Grant Administrator Senior, Facilities Management Division
(Project Manager)
Constance Mangan, Assistant Director, Purchasing Division
Carolyn Messersmith, Purchasing Manager, Purchasing Division
Jeannette Ferrell, Purchasing Manager, Purchasing Division
Mary Moss, Purchasing Agent Senior, Purchasing Division
Fernando Amuchastegui, Senior Assistant County Attorney, Office of the County Attorney
Benjamin Salzillo, Senior Assistant County Attorney, Office of the County Attorney
Sara Cohen, Assistant County Attorney, Office of the County Attorney
McKillop Erlandson, Assistant County Attorney, Office of the County Attorney

Exhibit 2

SCORING SHEET

Final Evaluation Meeting - Agreement No. 3 - South Regional Courthouse (CBE Reserve)
 RFP No. and Name: BL02124561P1_Janitorial Services for County Facilities
 Date: June 7, 2023
 Location: Virtual and In-Person (Microsoft Teams and Room GC 430)

Evaluation Criteria / Project Specific Criteria (Complete text of questions provided separately)		Maximum Points	AlJ Services LLC	American Janitorial Maintenance	Ann's Janitorial Services, Inc.	Ch-Ad's Corporation	Clean Fresh's Janitorial Services, Inc.	Clean Spaces, Inc.	Comet Cleaning Systems Inc	J and A Cleaning Company LLC	JaniTec's 5 Star Services LLC	Kew Stop Janitorial Services, Inc.	L & B Janitorial Solutions, Inc.	MCJ Professional Cleaning Services, Corp.	McKenzie's STM Janitorial Cleaning Inc.	Sunshine Systems, LLC	Trinco Cleaning Services	U4 Global Enterprise Inc
ABILITY TO PROFESSIONAL PERSONNEL (Total Maximum Points = 10)		5	2	1	3	3	2	2	2	1	2	0	2	2	2	5	5	3
See Evaluation Criteria - question 1.1.		5	2	1	3	3	2	2	2	1	2	0	2	2	2	5	5	3
See Evaluation Criteria - question 1.2.																		2
VENIOR EXPERIENCE (Total Maximum Points = 25)		20	12	5	14	16	10	12	10	5	6	0	16	14	14	20	20	5
See Evaluation Criteria - question 2.1.																		
See Evaluation Criteria - question 2.2.																		
PERFORMANCE (Total Maximum Points = 10)		5	2	1	3	3	2	2	2	1	2	0	2	2	2	5	5	3
See Evaluation Criteria - question 3.1.		10	6	8	5	6	8	5	8	6	6	0	6	0	8	8	8	0
PROJECT APPROACH (Total Maximum Points = 30)		5	2	4	4	4	4	4	4	0	3	0	5	1	2	5	5	3
See Evaluation Criteria - question 4.1.																		
See Evaluation Criteria - question 4.2.																		
See Evaluation Criteria - question 4.3.																		
See Evaluation Criteria - question 4.4.																		
See Evaluation Criteria - question 4.5.																		
See Evaluation Criteria - question 4.6.																		
Points Entered by Purchasing																		
Location - See Evaluation Criteria - question 5.1		5	5	0	5	5	5	5	5	5	5	0	5	5	0	3	0	5
Phasing - See Evaluation Criteria - question 6.1		20	12.8267	10.9723	11.9407	15.3483	11.4214	15.2574	11.1175	13.2857	20.0000	8.6305	15.5478	11.6700	13.5114	14.2693	14.7403	13.5961
TOTAL SCORE (CALCULATED BY PURCHASING) (Maximum 100 Points)		100	71.8267	38.9723	68.9407	75.3483	64.4214	67.2574	64.1175	32.2857	61.0000	8.6305	78.5478	42.6700	58.5114	87.2693	30.7403	65.5961
Jeffrey White																		
Name:																		
Date:																		

By submitting this document I certify that I have abided by the Cone of Silence Ordinance as it has been influenced or coerced by anyone in the assignment of the points by me for this procurement.

SCORING SHEET

Final Evaluation Meeting - Agreement No. 3 - South Regional Courthouse (CBE Reserve)

**Final Evaluation Meeting - Agreement No. 3 - South Regional
RFP No. and Name: BLD2124551P1, Janitorial Services for County Facilities**

SCORING SHEET

Final Evaluation Meeting - Agreement No. 3 - South Regional Courthouse (CBE Reserve)

Final Evaluation Meeting - Agreement No. 3 - South Regional
RFP No. and Name: BLD2124561P1, Janitorial Services for County Facilities
Date: June 7, 2008

1

Date:

SCORING SHEET

Final Evaluation Meeting - Agreement No. 3 - South Regional Courthouse (CBE Reserve)

RFP No. and Name: BL02124561 Pt1_Janitorial Services for County Facilities

Date: June 7, 2023

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

Points Entered by Purchasing										
Evaluation Criteria - Project Specific Criteria (Complete text of questions provided separately)										
Maximum Points	Au Services LLC	AmeriPlus Maintenance Services, Inc.	Ann's Janitorial Services, Inc.	Chi-Add Corporation	Clean Fresh's Janitorial Services, Inc.	Clean Spaces, Inc.	Comet Cleaning Systems Inc.	J and A Cleaning Company LLC	JaniCare 5 Star Services LLC	Kwik Stop Solutions, Inc.
ABILITY OR PROFESSIONAL PERSONNEL (Total Maximum Points = 10)	5	4	3	4	5	3	2	0	2	0
See Evaluation Criteria - question 1.1.										
See Evaluation Criteria - question 1.2.										
VENOR EXPERIENCE (Total Maximum Points = 25)	5	3	2	4	5	2	1	2	0	3
See Evaluation Criteria - question 2.1.										
See Evaluation Criteria - question 2.2.										
PAST PERFORMANCE (Total Maximum Points = 10)	20	14	11	10	20	6	12	8	0	7
See Evaluation Criteria - question 3.1.										
PROJECT APPROACH (Total Maximum Points = 30)	5	3	3	2	5	2	3	1	0	2
See Evaluation Criteria - question 4.1.										
See Evaluation Criteria - question 4.2.										
See Evaluation Criteria - question 4.3.										
See Evaluation Criteria - question 4.4.										
See Evaluation Criteria - question 4.5.										
See Evaluation Criteria - question 4.6.										
Location - See Evaluation Criteria - question 5.1	5	5	0	5	5	5	5	5	0	5
Pricing - See Evaluation Criteria - question 6.1	20	12.8267	10.9723	11.9407	15.3483	11.4214	15.2574	11.1175	13.2857	20.0000
TOTAL SCORES (CALCULATED BY PURCHASING)	100	73.8267	52.9723	63.9407	90.3483	44.4214	55.2574	54.1175	20.2857	61.0000
Maximum 100 Points										
Elsie Lewin										
Name: _____										
6/7/2023										

By submitting this document I certify that I have abdicated by the Cone of Silence Ordinance, archivethoon influenced or coerced by anyone in the assignment of the points by me for this procurement.

Final Evaluation Meeting - Agreement No. 4 - Broward County Judicial Complex (CBE Reserve)
RFP No. and Name: BLD12456P1, Janitorial Services for County Facilities
Date: June 7, 2023
Location: Virtual and In-Person [Microsoft Teams and Room GC-401]

Final Evaluation Meeting - Agreement No. 4 - Broward County Judicial Complex (CBE Reserve)

REF No. and Name: BL

Date: June 1, 2013

Exhibit 3

https://www.pritchardindustries.com/about-us/

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Get To Know Pritchard Industries

Year	Event
1986	Founded in NYC
1987	Enters Washington DC
1988	Enters Florida
1989	Enters Alabama & Georgia
1990	Enters New Jersey
1994	Enters Houston
1996	Enters Austin & Dallas
2004	Enters San Antonio
2005	Forms SMM
2011	Forms CORE Facility Services
2012	Enters Oklahoma
2017	Enters Massachusetts
2018	Enters Rhode Island
2019	Acquires PM of Alabama
2020	Acquires PBS of Texas
2021	Acquires DOW Janitorial, Global Industrial Services & Raritan Building Services
2022	Acquires Capitol City Janitorial, AffinEco, The Arthur Jackson Company, GBM, and Sunshine Cleaning Systems
2023	More to Come!

Privacy - Terms

Exhibit 4

Janitorial Services - Price Sheets - Agreement 1						
QTY	UOM	DESCRIPTION	Year 1		Year 2	
			Per Hour	Annual	Per Hour	Annual
Additional Labor - Routine:						
50	HR	Project Supervisor	\$ 30.00	\$ 1,500.00	\$ 33.00	\$ 1,650.00
50	HR	Site Supervisor	\$ 24.30	\$ 1,215.00	\$ 25.03	\$ 1,251.50
50	HR	Full Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00
50	HR	Part Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00
Additional Labor - Emergency:						
50	HR	Project Supervisor	\$ 30.00	\$ 1,500.00	\$ 33.00	\$ 1,650.00
50	HR	Site Supervisor	\$ 24.30	\$ 1,215.00	\$ 25.03	\$ 1,251.50
50	HR	Full Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00
50	HR	Part Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00
Pass Thru:	1	EA Materials/Supplies		\$ 1,000.00		\$ 1,000.00
						\$ 2,000.00
			Total (2)	\$ 10,216.00		\$ 10,703.00
						\$ 20,919.00
			Grand Total - Whole Group (Total 1 + Total 2)	\$ 1,289,775.89		\$ 1,332,784.23
						\$ 2,622,560.12
Provide the Percentage of Price Attributed to Labor Portion of Services:			75%			
NAME OF COMPANY:	Sunshine Cleaning Systems					
AUTHORIZED PERSON NAME:	Thomas Melton					
AUTHORIZED PERSON TITLE:	Executive Vice President					
	DATE: Monday, November 14, 2022					

Janitorial Services - Price Sheets - Agreement 2											
ITEM NO.	FACILITY LOCATION	QTY	UOM	DESCRIPTION		Year 1		Year 2			
				Unit Price	Annual	Unit Price	Annual	Two Year Total			
1 MAIN LIBRARY											
	100 SOUTH ANDREWS AVENUE FORT LAUDERDALE, FL 33301	12	MTH	General Cleaning	\$ 47,670.17	\$ 572,042.04	\$ 49,152.56	\$ 589,830.72	\$ 1,161,872.76		
		12	MTH	Restroom Cleaning	\$ 3,575.26	\$ 42,903.12	\$ 3,666.44	\$ 44,237.28	\$ 87,140.40		
		12	MTH	Floor Care	\$ 7,150.53	\$ 85,806.36	\$ 7,372.88	\$ 88,474.56	\$ 174,280.92		
		12	MTH	Cleaning Supplies	\$ 1,839.68	\$ 22,078.56	\$ 1,895.08	\$ 22,740.96	\$ 44,819.52		
		12	MTH	Paper Products/Trash Bags	\$ 1,986.37	\$ 23,836.44	\$ 1,986.37	\$ 23,836.44	\$ 47,672.68		
Additional Services											
		1	YR	Deep Cleaning	\$ 14,301.05	\$ 14,301.05	\$ 14,745.77	\$ 14,745.77	\$ 29,046.62		
		1	YR	Window Cleaning	\$ 13,955.00	\$ 13,955.00	\$ 13,955.00	\$ 13,955.00	\$ 27,910.00		
		195	HR	Porter Hours Per Month	\$ 18.93	\$ 44,296.20	\$ 19.50	\$ 45,630.00	\$ 89,926.20		
		9,833	SQF	Pressure Cleaning	\$ 0.07	\$ 688.28	\$ 0.07	\$ 688.28	\$ 1,376.55		
		23,836	SQF	Carpet Cleaning, Additional	\$ 0.12	\$ 2,860.37	\$ 0.12	\$ 2,860.37	\$ 5,720.74		
		47,673	SQF	Electrostatic Disinfection	\$ 0.10	\$ 4,767.28	\$ 0.10	\$ 4,767.28	\$ 9,534.56		
				Total		\$ 827,534.69		\$ 851,766.65	\$ 1,679,301.35		
Total (1) - Summary, all facilities						\$ 827,534.69		\$ 851,766.65	\$ 1,679,301.35		
Year 1											
QTY	UOM	DESCRIPTION	Per Hour		Annual		Per Hour		2 years		
			\$		\$		\$				
Additional Labor - Routine:											
	50	HR	\$ 30.00		\$ 1,500.00		\$ 33.00		\$ 1,650.00		
	50	HR	\$ 24.30		\$ 1,215.00		\$ 25.03		\$ 1,251.50		
	50	HR	\$ 18.93		\$ 946.50		\$ 19.50		\$ 975.00		
	50	HR	\$ 18.93		\$ 946.50		\$ 19.50		\$ 975.00		
Additional Labor - Emergency:											
	50	HR	\$ 30.00		\$ 1,500.00		\$ 33.00		\$ 1,650.00		
	50	HR	\$ 24.30		\$ 1,215.00		\$ 25.03		\$ 1,251.50		
	50	HR	\$ 18.93		\$ 946.50		\$ 19.50		\$ 975.00		
	50	HR	\$ 18.93		\$ 946.50		\$ 19.50		\$ 975.00		
Pass Thru:											
	1	EA	\$ 1,000.00				\$ 1,000.00		\$ 2,000.00		
Total (2)						\$ 10,216.00		\$ 10,703.00	\$ 20,919.00		
Grand Total - Whole Group (Total 1 + Total 2)											
\$ 837,750.69											
\$ 862,459.65											
\$ 1,700,220.35											
Provide the Percentage of Price Attributed to Labor Portion of Services: <u>75%</u>											
NAME OF COMPANY: <u>Sunshine Cleaning Systems, LLC</u>											
AUTHORIZED PERSON NAME: <u>Thomas Melton</u>											
AUTHORIZED PERSON TITLE: <u>Executive Vice President</u>											
DATE: <u>Monday, November 14, 2022</u>											

Janitorial Services - Price Sheets - Agreement 3											
ITEM NO.	FACILITY LOCATION	QTY	UOM	DESCRIPTION	Year 1		Year 2				
					Unit Price	Annual	Unit Price	Annual	Two Year Total		
1 SOUTH REGIONAL COURTHOUSE											
3550 HOLLYWOOD BOULEVARD		12	MTH	General Cleaning	\$ 11,166.70	\$ 134,000.40	\$ 11,565.59	\$ 138,787.08	\$ 272,787.48		
HOLLYWOOD, FL 33021		12	MTH	Restroom Cleaning	\$ 637.50	\$ 10,050.00	\$ 867.42	\$ 10,409.04	\$ 20,459.04		
		12	MTH	Flour Care	\$ 1,675.00	\$ 20,100.00	\$ 1,734.84	\$ 20,818.08	\$ 40,918.08		
		12	MTH	Cleaning Supplies	\$ 504.67	\$ 6,059.84	\$ 520.12	\$ 6,241.44	\$ 12,301.08		
		12	MTH	Paper Products/Trash Bags	\$ 647.50	\$ 7,770.00	\$ 647.50	\$ 7,770.00	\$ 15,540.00		
Additional Services											
		1	YR	Deep Cleaning	\$ 3,350.01	\$ 3,350.01	\$ 3,469.68	\$ 3,469.68	\$ 6,819.69		
		1	YR	Window Cleaning	\$ 3,975.00	\$ 3,975.00	\$ 3,975.00	\$ 3,975.00	\$ 7,950.00		
		173	HR	Porter Hours Per Month	\$ 18.93	\$ 39,298.68	\$ 19.50	\$ 40,482.00	\$ 79,780.68		
		8,547	SQF	Pressure Cleaning	\$ 0.07	\$ 598.29	\$ 0.07	\$ 598.29	\$ 1,196.58		
		15,540	SQF	Carpet Cleaning, Additional	\$ 0.12	\$ 1,864.80	\$ 0.12	\$ 1,864.80	\$ 3,729.60		
		10,360	SQF	Electrostatic Disinfection	\$ 0.10	\$ 1,036.00	\$ 0.10	\$ 1,036.00	\$ 2,072.00		
		Total			\$ 226,102.82		\$ 235,451.41		\$ 463,554.23		
<i>Total (1) - Summary, all facilities</i>					\$ 226,102.82		\$ 235,451.41		\$ 463,554.23		
ITEM NO.	FACILITY LOCATION	QTY	UOM	DESCRIPTION	Year 1		Year 2				
					Per Hour	Annual	Per Hour	Annual	2 years		
Additional Labor - Routine:											
		50	HR	Project Supervisor	\$ 30.00	\$ 1,500.00	\$ 33.00	\$ 1,650.00	\$ 3,150.00		
		50	HR	Site Supervisor	\$ 24.30	\$ 1,215.00	\$ 25.03	\$ 1,251.50	\$ 2,466.50		
		50	HR	Full Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50		
		50	HR	Part Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50		
Additional Labor - Emergency:											
		50	HR	Project Supervisor	\$ 30.00	\$ 1,500.00	\$ 33.00	\$ 1,650.00	\$ 3,150.00		
		50	HR	Site Supervisor	\$ 24.30	\$ 1,215.00	\$ 25.03	\$ 1,251.50	\$ 2,466.50		
		50	HR	Full Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50		
		50	HR	Part Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50		
	Pass Thru:	1	EA	Materials/Supplies	\$ 1,000.00		\$ 1,000.00		\$ 2,000.00		
		<i>Total (2)</i>			\$ 10,216.00		\$ 10,703.00		\$ 20,919.00		
<i>Grand Total - Whole Group (Total 1 + Total 2)</i>					\$ 236,318.82		\$ 246,154.41		\$ 484,473.23		
<i>Percentage of Price Attributed to Labor Portion of Services</i>					75%						
NAME OF COMPANY: <u>Sunshine Cleaning Systems, LLC</u>											
AUTHORIZED PERSON NAME: <u>Thomas Melton</u>											
AUTHORIZED PERSON TITLE: <u>Executive Vice President</u>					DATE: <u>Monday, November 14, 2022</u>						

Janitorial Services - Price Sheets - Agreement 4					
QTY	UOM	DESCRIPTION	Year 1		Year 2
			Per Hour	Annual	Per Hour
Additional Labor - Routine:					
50	HR	Project Supervisor	\$ 30.00	\$ 1,500.00	\$ 33.00
50	HR	Site Supervisor	\$ 24.30	\$ 1,215.00	\$ 25.03
50	HR	Full Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50
50	HR	Part Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50
Additional Labor - Emergency:					
50	HR	Project Supervisor	\$ 30.00	\$ 1,500.00	\$ 33.00
50	HR	Site Supervisor	\$ 24.30	\$ 1,215.00	\$ 25.03
50	HR	Full Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50
50	HR	Part Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50
Pass Thru:	1	EA Materials/Supplies		\$ 1,000.00	\$ 1,000.00
					\$ 2,000.00
			Total (2)	\$ 10,216.00	\$ 10,703.00
					\$ 20,919.00
			Grand Total - Whole Group (Total 1 + Total 2)	\$ 1,433,269.60	\$ 1,474,361.07
					\$ 2,907,630.67
Provide Percentage of Price Attributed to Labor Portion of Services <u>75%</u>					
NAME OF COMPANY: <u>Sunshine Cleaning Systems,LLC</u>					
AUTHORIZED PERSON NAME:	<u>Thomas Melton</u>				
AUTHORIZED PERSON TITLE:	<u>Executive Vice President</u>				
	DATE: <u>Monday, November 14, 2022</u>				