



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the contract amendment to the contract RFP-2019-147-EH with Pro Painting Enterprises, Inc. and Thousand and One Painting Corp. to provide commercial painting services and building envelope water proofing projects collegewide. Fiscal Impact: Not seeking additional fiscal authority (Cumulative \$4,600,000.00).

Presenter(s): Deborah Czubkowski, Vice President, Facilities Management

What is the purpose of this contract and why is it needed? This is a request for the contract amendment option under RFP-2019-147-EH between Broward College and Pro Painting Enterprises, Inc. and Thousand and One Painting Corp. for an additional six (6) months, from October 29, 2024, to April 28, 2025. All other terms and conditions of the remain unchanged and no additional fiscal authority requested.

The renewal of this contract will allow the College to complete the deferred maintenance projects already scheduled and committed with these vendors without interruption of services. The College will release a new solicitation for these services in 2025.

Contract Term: 3-Year Contract from 10/29/2019 to 10/28/2022 approved on MT 6338.

Renewal(s): The contract had two 1-year renewal options through 10/28/2024 already executed.

Previously Approved:

1st Renewal from October 29, 2022 to 10/28/2023 with Pro Painting Enterprises, Inc., and Thousand and One Painting Corp., approved on MT 10812.

2nd Renewal from October 29, 2023 to 10/28/2024 with Pro Painting Enterprises, Inc., and Thousand and One Painting Corp., approved on MT 11549 with additional fiscal increase of \$2,050,000.00 (cumulative \$4,600,000.00).

Amendment 1: Pricing increase of 5% for Pro Painting Enterprises, Inc.

Requesting Approval on this Item for:

To extend Contract Amendment six (6) months from 10/29/2024 to 04/28/2025 & 2nd Amendment (same pricing, terms and conditions).

What procurement process or bid waiver was used and why? The College procured this contract via a competitive solicitation process as the procurement method, with a Request for Proposal -(RFP-2019-147-EH), in accordance with FLDOE Rule 6A-14.0734(1)(b) and College Procedure 6AHx2-6.34.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?
Yes.

What fund, cost center and line item(s) were used? Funds available in FD100, CC0037 & CC0374 (GLC 625000).

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past ? Yes, the services were acceptable in the past.

Was there a return on investment anticipated when entering this contract? No.

Was that return on investment not met, met, or exceeded and how? Not Applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Not Applicable.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: Not seeking additional fiscal authority (Cumulative \$4,600,000.00).

APPROVAL PATH: 12537 Commercial Painting Services (RFP-2019-147-EH) 3rd Renewal

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Deborah Czubkowski	VP, Facilities Management		 Completed	
2	Donald Astrab	Chief Operating Officer		 Completed	
3	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
4	Orlando Aponte	Procurement Approval 		 Completed	
5	Rabia Azhar	CFO Review		 Completed	
5	Christine Sims	Budget Departmental Review		 Completed	
5	Legal Services Review Group	Review and Approval for Form and		 Completed	
6	Board Clerk	Agenda Preparation		 Pending	
7	District Board of Trustees	Meeting	12/10/24 11:00 AM	 Pending	
8	Electronic Signature(s)	Signatures obtained via DocuSign b		 Pending	
9	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	



AMENDMENT #1 TO COMMERCIAL PAINTING SERVICES AGREEMENT

THIS AMENDMENT is made and entered into as of this 18 day of November, 2024, by and between

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

(hereafter referred to as BC),
a political subdivision of the State of Florida,
whose mailing address is
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

THOUSAND AND ONE PAINTING CORP.

(hereafter referred to as Vendor),
a company,
who is located at
1528 SW 13th Ct, Pompano Beach, Florida 33069

WHEREAS the parties entered an Agreement for **COMMERCIAL PAINTING SERVICES (RFP-2019-147-EH)** with an Effective Date of October 29, 2019;

WHEREAS the Agreement may be amended only when reduced to writing and signed by both parties; and

WHEREAS the parties seek to amend the Agreement;

NOW and **THEREFORE**, the **COMMERCIAL PAINTING SERVICES (RFP-2019-147-EH)** Agreement is amended as follows:

1. **Term Extension.** The contract is extended for six (6) months from October 29, 2024, to April 28, 2025.
2. **Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
3. **Signatures.** This Amendment may be signed and sent electronically by the parties. All signed counterparts will be deemed originals and together shall constitute the entire Amendment.

4. **No further amendments.** All remaining terms in the Agreement remain the same, including but not limited to any termination rights granted to the College in the agreement, which all parties hereto acknowledge and agree remains in full force and effect as applicable to any and all agreements, addendums, and/or amendments applicable hereto.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

FOR VENDOR

THOUSAND AND ONE PAINTING CORP.

By 

Name Omar Jaimes

Title President

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By _____

Name _____

Title _____



PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

August 11, 2023

THOUSAND AND ONE PAINTING CORP.
1528 SW 13th CT
Pompano Beach, FL 33069

Attn: Omar Jaimes, President
Email: omar@1001painting.com

Dear Mr. Jaimes,

This letter shall serve to provide notice of Broward College’s intent to exercise the second and final renewal option for an additional one year pursuant to Broward College Contract **RFP-2019-147-EH** for **COMMERCIAL PAINTING SERVICES**, for uninterrupted services for collegewide locations.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same pricing, terms, and conditions, please sign below and return original copy for our files via U.S. Mail, via fax to (954) 201-7330, or email as a PDF to oaponte@broward.edu.

It is necessary that your company provide the College with an updated Certificate of Insurance.

The College would like to thank you for the services provided so far and hopes our association continues in the same manner for both parties.

CONTRACT PERIOD: October 29, 2023 through October 28, 2024

If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897 or email oaponte@broward.edu.

Sincerely,

DocuSigned by:

8F2E60F1839349D...

Orlando Aponte
Senior Director, Procurement

Cc: RFP-2019-147-EH File
Marcus Wilson, Associate Vice President, Facilities Collegewide Maintenance

TYPE/PRINT NAME Omar Jaimes	TITLE President
SIGNATURE	DATE 08/14/2023

Signee warrants that he or she has full legal power to execute this document on behalf of the stated company.



PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

May 12, 2022

THOUSAND AND ONE PAINTING CORP.
1528 SW 13th CT
Pompano Beach, FL 33069

Attn: Omar Jaimes, President
Email: omar@1001painting.com

Dear Mr. Jaimes,

This letter shall serve to provide notice of Broward College's intent to exercise the first renewal option for an additional one year pursuant to Broward College Contract **RFP-2019-147-EH** for **COMMERCIAL PAINTING SERVICES**, for uninterrupted services for collegewide locations.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same pricing, terms, and conditions, please sign below and return original copy for our files via U.S. Mail, via fax to (954) 201-7330, or email as a PDF to oaponte@broward.edu.

It is necessary that your company provide the College with an updated Certificate of Insurance.

The College would like to thank you for the services provided so far and hopes our association continues in the same manner for both parties.

CONTRACT PERIOD: October 29, 2022 through October 28, 2023


If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897 or email oaponte@broward.edu.

Sincerely,

DocuSigned by:

326509DE27AD47D...
Jose Luis Hidalgo
Senior Director, Strategic Sourcing

Cc: RFP-2019-147-EH File
Marcus Wilson, Associate Vice President, Facilities Collegewide Maintenance

TYPE/PRINT NAME Omar Jaimes	TITLE President
SIGNATURE 	DATE 05/18/2022

Signee warrants that he or she has full legal power to execute this document on behalf of the stated company.



Cypress Creek Administrative Center
6400 N.W. 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330
[broward.edu/community/vendor](http://www.broward.edu/community/vendor)

October 31, 2019

Omar Jaimes, President
Thousand & One Painting Corp.
1528 SW 13th CT
Pompano Beach, FL 33069

Dear Mr. Jaimes:

This is to confirm that your response for **Commercial Painting Services**, contract **RFP-2019-147-EH**, has been approved by the College.

Pursuant to the terms and conditions of this solicitation, it is necessary that your company provides the College with a Certificate of Insurance within **ten (10) days** of this notification. "The District Board of Trustees of Broward College, Florida" shall be named as an additional insured under the General Liability policy. The address in the Certificate Holder box is to read: The District Board of Trustees of Broward College, Florida, Procurement Dept., 6400 N.W. 6th Way 2nd Floor, Fort Lauderdale, FL 33309. Please include the solicitation number RFQ-2019-020-EH on the certificate.

We request that your firm register as a vendor with Broward College; this will allow us to issue purchase orders or make payments against invoices to your company. To register, please use the following link to complete the process:
<http://www.broward.edu/community/vendor/Pages/default.aspx>

The initial term of this contract is thirty-six (36) months from the date of this contract award. This contract includes two (2) additional, one-year renewal options subject to the College's approval. The Procurement Services Office reserves the right to issue each option-to-renew, in the best interest of the College. The initial term shall be:

CONTRACT PERIOD: October 29, 2019 through October 28, 2022

If there are any questions, please feel free to contact Eileen Hunt, Procurement Contracting Officer, at (954) 201-5317.

Sincerely,

A handwritten signature in cursive script that reads 'Zaida Riollano'.

Zaida Riollano, CPPB
District Director, Strategic Sourcing

Attachment: Approved Agreement

cc: RFP-2019-147-EH File
Sean Devaney, AVP, Facilities Collegewide Maintenance



**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of _____ 2019 between the District Board of Trustees of Broward College, Florida ("College") _____ and Thousand and One Corporation ("Vendor") (collectively, the "Parties"), will be in effect until 3 years after date of execution ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Aldrin D. Lake, ndivinag@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials ("Materials") used by Vendor in accordance with this Contract. Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

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4. TERMINATION FOR DEFAULT.

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. PUBLIC ENTITY CRIMES/SDN LIST.

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.



9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

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COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.



15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.



21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$2,000,000 in general liability insurance, \$1,000,000 in automobile liability insurance, \$1,000,000 in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.



25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. IMMIGRATION.

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College



will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."

30. MARKETING.

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.



33. ADDITIONAL TERMS AND CONDITIONS.


Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C."

College

ol

Vendor

FOR VENDOR USE ONLY

Vendor Name (type)	<u>Thousand and One Painting, Co</u>	Tax ID No.	<u>65-0735227</u>
Authorized Representative	<u>Omar Jaimes</u>	Title	<u>President</u>
Address	<u>1528 SW 13th CT</u>	Telephone	<u>954-755-4574</u>
	<u>Pompano Beach, FL 33069</u>		
Signature of Vendor		Date	<u>09/16/2019</u>
Attested By Name (type)	<u>Rafael Ruesada</u>	Title	<u>Office Manager</u>
Signature of Attester		Date Signed	<u>9/16/2019</u>

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name **John Dunnuck** Title _____

Signature _____ Date **10/29/2019**

Senior Vice President _____ Title **Vice President, Operations**

DocuSigned by:

718ED749A745435...

Signature _____ Date _____

IF REQUIRED

College President Name **Gregory A. Haile, Esq.** _____

Signature  Date **10/22/2019**

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____



Contract for Services

Statement of Work

Exhibit "A"

Purpose

The purpose of this Contract is for the Vendor to provide commercial painting services (interior and exterior), as further specified in RFP-2019-147-EH, at the College's campuses, centers and facilities on an as-needed, when-needed term contract basis. This Contract is necessary to quickly provide the resources needed for specific projects while allowing College staff to complete their primary missions. The scope of requirements includes, but is not limited to, the provision of all supervision, labor, materials, equipment, services, transportation and incidentals to properly perform the work.

The Vendor must be familiar with current versions and amendments of SREF, Department of Education, and Florida Building Code Requirements, as well as the Colleges' Construction Standards.

Contract Term and Renewals

The Contract term begins with the execution of the Contract and continues for a period of 36 months to provide service for three (3) years. The term of the Contract may, by mutual agreement between the College and the Vendor, upon final College approval, be renewed for two (2) additional one-year periods and if needed, extended for 90 days beyond the expiration date of the final renewal period.

The COLLEGE, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the College. All prices submitted shall be firm for the term of the contract unless agreed to otherwise in writing.

Probation Period

The first three months of the contract will be considered probationary. The probationary period may be extended for additional three month periods if the College deems necessary. The College representative will notify the Provider if any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a flourish.



completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions. In addition, the College reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.

Scope of Work

The service requirements, work descriptions, scope of work, etc identified in solicitation RFP-2019-147-EH and are incorporated herein by reference. The Vendor's proposed solution and methodology from the Vendor's solicitation response dated 7/16/2019 is also incorporated herein by reference. The Vendor's proposed solution and methodology must, at a minimum, meet the College's requirements identified in the RFP. The pricing for this contract is attached and marked as Exhibit A-1.

Insurance

The insurance requirements are not fully described in the Contract for Services document in section 22 "Insurance". The dollars amount are more fully described below.

The amounts and types of insurance coverages shall be no less than –

- a) Commercial General Liability: \$1,000,000 each occurrence and \$2,000,000 aggregate
- b) Automobile Liability: \$1,000,000 combined single limit
- c) Professional Liability: \$500,000 combined single limit per occurrence and \$1,000,000 aggregate
- d) Workers Compensation: As required by Florida Statutory and Limits
- e) Pollution Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate

Order of Priority

In the event of conflict between the documents, the order of priority shall be as follows:

- a) Contract
- b) Amendments to the RFP, if any, with the latest taking precedence and chronologically thereafter
- c) RFP
- d) Amendments to the Vendor proposal, if any, with the latest taking precedence and chronologically thereafter
- e) Vendor proposal

A handwritten signature in blue ink, appearing to be a stylized 'A' or similar character.

Broward College
 Contract for Services
 Exhibit "A-1" Pricing

Description	Hourly Labor Rate I	Hourly Labor Rate II	Hourly Labor Rate III	Hourly Labor Rate IV	Sub-Contractor and Non-Labor Items	Non-Labor Items
	Straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Monday thru Friday. (Rate to include labor, parts not included).	Overtime painting, i.e. before 8:00 a.m. or after 5:00 p.m. Monday – Sunday, Including Holidays. (Rate to include labor, parts not included).	Straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Saturday and Sunday. (Rate to include labor, parts not included).	Straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Holidays. (Rate to include labor, parts not included).		
Project Manager / Supervisor	\$ 67	\$ 100.50	\$ 100.50	\$ 134.00		
Painter	\$ 57.00	\$ 85.50	\$ 85.50	\$ 114.00		
Helper	\$ 32.00	\$ 48.00	\$ 48.00	\$ 64.00		
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____		
Sub-Contractor work	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	5 % Mark-Up	
Parts & Material	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	5 % Mark-Up	% Discount
Rental Equipment	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	5 % Mark-Up	Discount

- 1-NOTE: The hourly rate quoted shall include full compensation for labor, materials, supplies, tools, ancillary items, equipment use, and any other cost to the bidder/proposer.
- 2-NOTE: Hourly rate will be calculated from bidder's/proposer's arrival at job site. No hourly rate will be paid for travel time.
- 3-NOTE: Sub-Contractor markup rate is to include all direct + indirect costs associated with purchasing, delivery, storage, handling, and profit on services + materials provided.
- 4-NOTE: Parts & Material markup or discount rate is to include all direct + indirect costs associated with purchasing, delivery, storage, handling, and profit on materials provided.
- 5-NOTE: Rental equipment costs shall be all inclusive and include all overhead, markup, taxes, labor and profit in the markup or discount %.



**Contractor Policy Code Acknowledgement
Exhibit "B"**

Name (Please Print) Thousand and One Painting, Corp
Contract/Work Order/Purchase Order (P.O.) # _____

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward College ("College") using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, Omar Jaimes (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to College IT resources or the information technology systems infrastructure to effect access

without the express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.



I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # _____ . Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

Thousand and One Painting, Corp
Contractor Name (Print)

Omar Jaimes
Authorized Representative (Print)


Signature

9/16/2019
Date



AMENDMENT #2 TO COMMERCIAL PAINTING SERVICES AGREEMENT

THIS AMENDMENT is made and entered into as of this 18th day of November, 2024,
by and between

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

(hereafter referred to as BC),
a political subdivision of the State of Florida,
whose mailing address is
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

PRO PAINTING ENTERPRISES, INC.

(hereafter referred to as Vendor),
a company,
who is located at
105 NW 9th Terrace, Hallandale Beach, Florida 33009

WHEREAS the parties entered an Agreement for **COMMERCIAL PAINTING SERVICES (RFP-2019-147-EH)** with an Effective Date of October 29, 2019;

WHEREAS the Agreement may be amended only when reduced to writing and signed by both parties; and

WHEREAS the parties seek to amend the Agreement;

NOW and **THEREFORE**, the **COMMERCIAL PAINTING SERVICES (RFP-2019-147-EH)** Agreement is amended as follows:

1. **Term Extension.** The contract is extended for six (6) months from October 29, 2024, to April 28, 2025.
2. **Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
3. **Signatures.** This Amendment may be signed and sent electronically by the parties. All signed counterparts will be deemed originals and together shall constitute the entire Amendment.

4. **No further amendments.** All remaining terms in the Agreement remain the same, including but not limited to any termination rights granted to the College in the agreement, which all parties hereto acknowledge and agree remains in full force and effect as applicable to any and all agreements, addendums, and/or amendments applicable hereto.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

FOR VENDOR

PRO PAINTING ENTERPRISES, INC.

By 

Name Thomas M Stankus

Title Vice President

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By _____

Name _____

Title _____



PROCUREMENT SERVICES
 Cypress Creek Administrative Center
 6400 NW 6th Way, Fort Lauderdale, FL 33309
 Phone 954-201-7455/Fax 954-201-7330

August 11, 2023

PRO PAINTING ENTERPRISES, INC.
 105 NW 9th Terrace
 Hallandale Beach, FL 33009

Attn: John Stankus, Owner
 Email: propaintingfl@aol.com

Dear Mr. Stankus,

This letter shall serve to provide notice of Broward College's intent to exercise the second and final renewal option for an additional one year pursuant to Broward College Contract **RFP-2019-147-EH** for **COMMERCIAL PAINTING SERVICES**, for uninterrupted services for collegewide locations.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same pricing, terms, and conditions, please sign below and return original copy for our files via U.S. Mail, via fax to (954) 201-7330, or email as a PDF to oaponte@broward.edu.

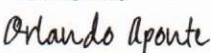
It is necessary that your company provide the College with an updated Certificate of Insurance.

The College would like to thank you for the services provided so far and hopes our association continues in the same manner for both parties.

CONTRACT PERIOD: October 29, 2023 through October 28, 2024

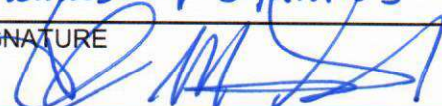
If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897 or email oaponte@broward.edu.

Sincerely,

DocuSigned by:

 BF2E80F1839349D...

Orlando Aponte
 Senior Director, Procurement

Cc: RFP-2019-147-EH File
 Marcus Wilson, Associate Vice President, Facilities Collegewide Maintenance

TYPE/PRINT NAME <i>Thomas M Stankus</i>	TITLE <i>Vice President</i>
SIGNATURE 	DATE <i>August 11, 2023</i>

Signee warrants that he or she has full legal power to execute this document on behalf of the stated company.



FIRST AMENDMENT TO THE CONTRACT FOR SERVICES

THIS AMENDMENT is made and entered into as of this 2 day of August, 2022,
by and between

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA
(hereafter referred to as BC),
a political subdivision of the State of Florida,
whose mailing address is
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

PRO PAINTING ENTERPRISES, INC.
(hereafter referred to as Vendor),
a company,
who is located at
105 NW 9th Terrace, Hallandale Beach, FL 33009

WHEREAS, the parties entered into the Contract for Services (Contract) for RFP-2019-147-EH – COMMERCIAL PAINTING SERVICES with an Effective Date of October 29, 2019; and

WHEREAS, the parties desire to amend the Contract; and

NOW and **THEREFORE**, the Contract is amended as follows:

1. **Renewal.** The Contract is renewed/extended for one (1) year through October 28, 2023.
2. **Price Increase.** A price increase is granted and is reflected in the attached Exhibit A-1 Pricing which replaces the original Exhibit A-1.
3. **Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
4. **No further amendments.** All remaining terms in the Agreement remain the same.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

FOR VENDOR

PRO PAINTING ENTERPRISES, INC.

By 

Name John Stankus

Title Owner

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By _____

Name _____

Title _____

Broward College
 Contract for Services
 Exhibit "A-1" Pricing

Description	Hourly Labor Rate I	Hourly Labor Rate II	Hourly Labor Rate III	Hourly Labor Rate IV	Subcontractor and Non-Labor Items	Non-Labor Items
	Straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Monday thru Friday. (Rate to include labor, parts not included).	Overtime painting, i.e. before 8:00 a.m. or after 5:00 p.m. Monday – Sunday, including Holidays. (Rate to include labor, parts not included).	Straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Saturday and Sunday. (Rate to include labor, parts not included).	Straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Holidays. (Rate to include labor, parts not included).		
Project Manager / Supervisor	\$ 57.75	\$ 78.75	\$ 78.75	\$ 78.75		
Painter	\$ 47.25	\$ 68.25	\$ 68.25	\$ 68.25		
Helper	\$ _____	\$ _____	\$ _____	\$ _____		
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____		
Subcontractor work	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	10 % Mark-Up	
Parts & Material	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	10 % Mark-Up	% Discount
Rental Equipment	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	10 % Mark-Up	% Discount

1-NOTE: The hourly rate quoted shall include full compensation for labor, materials, supplies, tools, ancillary items, equipment use, and any other cost to the proposer.

2-NOTE: Hourly rate will be calculated from proposer's arrival at job site. No hourly rate will be paid for travel time.

3-NOTE: Subcontractor markup rate is to include all direct + indirect costs associated with purchasing, delivery, storage, handling, and profit on services + materials provided.

4-NOTE: Parts & Material markup or discount rate is to include all direct + indirect costs associated with purchasing, delivery, storage, handling, and profit on materials provided.

5-NOTE: Rental equipment costs shall be all inclusive and include all overhead, markup, taxes, labor and profit in the markup or discount %.



PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

May 12, 2022

PRO PAINTING ENTERPRISES, INC.
105 NW 9th Terrace
Hallandale Beach, FL 33009

Attn: John Stankus, Owner
Email: propaintingfl@aol.com

Dear Mr. Stankus,

This letter shall serve to provide notice of Broward College's intent to exercise the first renewal option for an additional one year pursuant to Broward College Contract **RFP-2019-147-EH** for **COMMERCIAL PAINTING SERVICES**, for uninterrupted services for collegewide locations.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same pricing, terms, and conditions, please sign below and return original copy for our files via U.S. Mail, via fax to (954) 201-7330, or email as a PDF to oaonte@broward.edu.

It is necessary that your company provide the College with an updated Certificate of Insurance.

The College would like to thank you for the services provided so far and hopes our association continues in the same manner for both parties.

CONTRACT PERIOD: October 29, 2022 through October 28, 2023

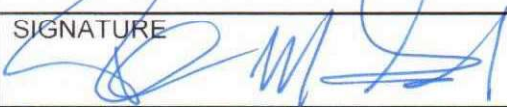
If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897 or email oaonte@broward.edu.

Sincerely,

DocuSigned by:

326509DE27AD47D
Jose Luis Hidalgo
Senior Director, Strategic Sourcing

Cc: RFP-2019-147-EH File
Marcus Wilson, Associate Vice President, Facilities Collegewide Maintenance

TYPE/PRINT NAME <i>Thomas Stankus</i>	TITLE <i>Vice President</i>
SIGNATURE 	DATE <i>6-24-2022</i>
Signee warrants that he or she has full legal power to execute this document on behalf of the stated company.	



Cypress Creek Administrative Center
6400 N.W. 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330
[broward.edu/community/vendor](http://www.broward.edu/community/vendor)

October 31, 2019

John Stankus, Owner
Pro Painting Enterprises, Inc.
105 NW 9th Terrace
Hallandale Beach, FL 33009

Dear Mr. Stankus:

This is to confirm that your response for **Commercial Painting Services**, contract **RFP-2019-147-EH**, has been approved by the College.

Pursuant to the terms and conditions of this solicitation, it is necessary that your company provides the College with a Certificate of Insurance within **ten (10) days** of this notification. "The District Board of Trustees of Broward College, Florida" shall be named as an additional insured under the General Liability policy. The address in the Certificate Holder box is to read: The District Board of Trustees of Broward College, Florida, Procurement Dept., 6400 N.W. 6th Way 2nd Floor, Fort Lauderdale, FL 33309. Please include the solicitation number RFQ-2019-020-EH on the certificate.

We request that your firm register as a vendor with Broward College; this will allow us to issue purchase orders or make payments against invoices to your company. To register, please use the following link to complete the process:
<http://www.broward.edu/community/vendor/Pages/default.aspx>

The initial term of this contract is thirty-six (36) months from the date of this contract award. This contract includes two (2) additional, one-year renewal options subject to the College's approval. The Procurement Services Office reserves the right to issue each option-to-renew, in the best interest of the College. The initial term shall be:

CONTRACT PERIOD: October 29, 2019 through October 28, 2022

If there are any questions, please feel free to contact Eileen Hunt, Procurement Contracting Officer, at (954) 201-5317.

Sincerely,

A handwritten signature in black ink, appearing to read 'Zaida Riollano'.

Zaida Riollano, CPPB
District Director, Strategic Sourcing

Attachment: Approved Agreement

cc: RFP-2019-147-EH File
Sean Devaney, AVP, Facilities Collegewide Maintenance



**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of September 13, 2019 between the District Board of Trustees of Broward College, Florida ("College") and Pro Painting Enterprises, Inc. ("Vendor") (collectively, the "Parties"), will be in effect until 3 years after date of execution ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Aldrin D. Lake, ndivinag@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials ("Materials") used by Vendor in accordance with this Contract. Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. TERMINATION FOR DEFAULT.

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. PUBLIC ENTITY CRIMES/SDN LIST.

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$2,000,000 in general liability insurance, \$1,000,000 in automobile liability insurance, \$1,000,000 in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. IMMIGRATION.

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College

will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."

30. MARKETING.

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.



The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C."

College Vendor

FOR VENDOR USE ONLY

Vendor Name (type)	<u>Pro Painting Enterprises, Inc.</u>	Tax ID No.	<u>59-2412363</u>
Authorized Representative	<u>John Stankus</u>	Title	<u>Owner</u>
Address	<u>105 NW 9th Terrace Hallandale Beach, FL 33009</u>	Telephone	<u>954-921-4470</u>
Signature of Vendor		Date	<u>9-19-19</u>
Attested By Name (type)	<u>Marlene Gonzalez</u>	Title	<u>Estimator</u>
Signature of Attester		Date Signed	<u>9-13-19</u>

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name John Dunnuck Title Vice President, Operations

Signature _____ Date 10/29/2019
Senior Vice President _____ Title _____

DocuSigned by:

718ED749A745435...

Signature _____ Date _____

IF REQUIRED

College President Name Gregory A. Haile, Esq.

Signature  Date 10/22/2019

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____



Contract for Services

Statement of Work

Exhibit "A"

Purpose

The purpose of this Contract is for the Vendor to provide commercial painting services (interior and exterior), as further specified in RFP-2019-147-EH, at the College's campuses, centers and facilities on an as-needed, when-needed term contract basis. This Contract is necessary to quickly provide the resources needed for specific projects while allowing College staff to complete their primary missions. The scope of requirements includes, but is not limited to, the provision of all supervision, labor, materials, equipment, services, transportation and incidentals to properly perform the work.

The Vendor must be familiar with current versions and amendments of SREF, Department of Education, and Florida Building Code Requirements, as well as the Colleges' Construction Standards.

Contract Term and Renewals

The Contract term begins with the execution of the Contract and continues for a period of 36 months to provide service for three (3) years. The term of the Contract may, by mutual agreement between the College and the Vendor, upon final College approval, be renewed for two (2) additional one-year periods and if needed, extended for 90 days beyond the expiration date of the final renewal period.

The COLLEGE, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the College. All prices submitted shall be firm for the term of the contract unless agreed to otherwise in writing.

Probation Period

The first three months of the contract will be considered probationary. The probationary period may be extended for additional three month periods if the College deems necessary. The College representative will notify the Provider if any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been



completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions. In addition, the College reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.

Scope of Work

The service requirements, work descriptions, scope of work, etc identified in solicitation RFP-2019-147-EH and are incorporated herein by reference. The Vendor's proposed solution and methodology from the Vendor's solicitation response dated 7/16/2019 is also incorporated herein by reference. The Vendor's proposed solution and methodology must, at a minimum, meet the College's requirements identified in the RFP. The pricing for this contract is attached and marked as Exhibit A-1.

Insurance

The insurance requirements are not fully described in the Contract for Services document in section 22 "Insurance". The dollars amount are more fully described below.

The amounts and types of insurance coverages shall be no less than –

- a) Commercial General Liability: \$1,000,000 each occurrence and \$2,000,000 aggregate
- b) Automobile Liability: \$1,000,000 combined single limit
- c) Professional Liability: \$500,000 combined single limit per occurrence and \$1,000,000 aggregate
- d) Workers Compensation: As required by Florida Statutory and Limits
- e) Pollution Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate

Order of Priority

In the event of conflict between the documents, the order of priority shall be as follows:

- a) Contract
- b) Amendments to the RFP, if any, with the latest taking precedence and chronologically thereafter
- c) RFP
- d) Amendments to the Vendor proposal, if any, with the latest taking precedence and chronologically thereafter
- e) Vendor proposal



Broward College
 Contract for Services
 Exhibit "A-1" Pricing

Description	Hourly Labor Rate I	Hourly Labor Rate II	Hourly Labor Rate III	Hourly Labor Rate IV	Sub-Contractor and Non-Labor Items	Non-Labor Items
	Straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Monday thru Friday. (Rate to include labor, parts not included).	Overtime painting, i.e. before 8:00 a.m. or after 5:00 p.m. Monday – Sunday, Including Holidays. (Rate to include labor, parts not included).	Straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Saturday and Sunday. (Rate to include labor, parts not included).	Straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Holidays. (Rate to include labor, parts not included).		
Project Manager / Supervisor	\$ ___55___	\$ ___75.00___	\$ ___75.00___	\$ ___75.00___		
Painter	\$ ___45.00___	\$ ___65.00___	\$ ___65.00___	\$ ___65.00___		
Helper						
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____		
Sub-Contractor work	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	___10___% Mark-Up	
Parts & Material	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	___10___% Mark-Up	___% Discount
Rental Equipment	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	see 5th and 6th columns	___10___% Mark-Up	___ Discount

1-NOTE: The hourly rate quoted shall include full compensation for labor, materials, supplies, tools, ancillary items, equipment use, and any other cost to the bidder/proposer.

2-NOTE: Hourly rate will be calculated from bidder's/proposer's arrival at job site. No hourly rate will be paid for travel time.

3-NOTE: Sub-Contractor markup rate is to include all direct + indirect costs associated with purchasing, delivery, storage, handling, and profit on services + materials provided.

4-NOTE: Parts & Material markup or discount rate is to include all direct + indirect costs associated with purchasing, delivery, storage, handling, and profit on materials provided.

5-NOTE: Rental equipment costs shall be all inclusive and include all overhead, markup, taxes, labor and profit in the markup or discount %.



**Contractor Policy Code Acknowledgement
Exhibit "B"**

Name (Please Print) PRO PAINTING ENTERPRISES, INC.

Contract/Work Order/Purchase Order (P.O.) # _____

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward College ("College") using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, JOHN STANKUS,
(Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to College IT resources or the information technology systems infrastructure to effect access

without the express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

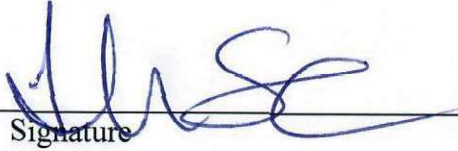
I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # _____ . Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

PRO PAINTING ENTERPRISES, INC.

Contractor Name (Print)

JOHN STANKUS

Authorized Representative (Print)


Signature

9-13-19
Date

REQUEST FOR PROPOSALS RFP-2019-147-EH

7.0 GENERAL CONDITIONS

59. **DISPUTE RESOLUTION:** Any dispute concerning performance of the Contract shall be communicated through the College's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the College a petition for administrative hearing. The College's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
60. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the College and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The College may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The College may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a College's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The College may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. The College shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the College. Such actions include, but are not limited to, (1) ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment from an employer other than the College).
61. **PROTESTING OF CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the college administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Procurement Services Department, 6400 N.W. 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

62. **PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS:** Award Recommendations and Tabulations will be posted in the Procurement Services Department on the date and time stipulated on the solicitation and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Procurement Services Department and on the departmental web site. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Procurement Services Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the college administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Procurement Services Department, 6400 N.W. 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

63. **CONE OF SILENCE:** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any Firm will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on College.
64. **PUBLIC RECORDS:** Pursuant to Section 119.0701, Florida Statutes, any party contracting with Broward College is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same term and conditions that Broward College would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and except from public record disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirement for retaining public records and transfer, at no cost, to Broward College all public records in that party's possession upon termination of its contract with Broward College and destroy any duplicate

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public records that are exempt or confidential and exempt from public records disclosure requirement. All of such party's records stored electronically must be provided to Broward College in a format that is compatible with Broward College's information technology system. Each Party shall maintain its own respective records and documents associated with

7.0 GENERAL CONDITIONS

this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledged that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

65. **FLORIDA STATUTE #283.35 PREFERENCE GIVEN PRINTING WITHIN THE STATE:** When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be 5 percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
66. **FLORIDA STATUTE #287.084 PREFERENCE TO FLORIDA BUSINESSES:** (1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.
- (b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.
 - (c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
- (2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
- (3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.
- (b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

(Balance of page intentionally left blank.)

SECTION 1

Scope of Work:

Contractor(s) shall provide services described herein at college-wide locations as identified and described by the Facilities Department. The Contractor shall provide the services on an as-needed and project-by-project basis, based on the needs of the College, which will be described in subsequent Purchase Order(s) to be issued.

Broward College seeks to purchase labor and materials from a licensed and/or county registered painting contractor for painting projects which include, but may not be limited to, the following:

- miscellaneous painting;
- repairing drywall and stucco;
- preparing surfaces for wall protection;
- refinishing doors, and small scale installations when necessary to complete a painting project;
- refinishing trim and cabinetry, and small scale installations when necessary to complete a painting project;
- pressure cleaning;
- concrete joint repair and sealing;
- waterproofing;
- performing small maintenance/construction project work when necessary to complete a painting project.

Contractor shall provide all labor, materials, supplies, tools, equipment, etc. necessary or incidental for the proper completion of work in accordance with the College's Scope of Services, Specification and Unit Price Schedule issued with this solicitation, or as amended.

General Requirements:

The Contractor must be competent in all matters of commercial painting (interior and exterior), and related work. All work will be performed under the supervision of the Contractor's Project Manager. All work will be performed in a neat, timely and professional manner. Project experience in educational environments preferred.

As appropriate, the College may ask the Contractor to have a permanent on-site manager, depending on the size and complexity of the project. The Contractor shall manage individual projects by providing a project schedule, approved by the College, per work order or per project.

Contractor must have immediate access to all equipment, tools and personnel necessary to perform all functions of the repairs, maintenance and installations the job may require. This includes but is not limited to bucket and aerial trucks, and interior lifts, to perform required work. Contractor must have the ability to perform related work on buildings ranging from one story up to twelve story structures.

All materials provided and work performed shall fully conform to all current applicable local, state, and Federal regulations and codes. All materials incorporated into the work shall be new, unless otherwise approved by authorized College personnel. Contractor shall follow the manufacturer's operating and maintenance instructions for all work performed. Contractor shall furnish at pre-commencement meeting satisfactory evidence as to the kind and quality materials and equipment.

Contractor shall make every effort to keep any interrupted normal operations to an absolute minimum and shall be coordinated with authorized College personnel.

Estimates:

Bidder will provide written "Not to Exceed" estimates on all projects. This estimate will include the estimated number of hours, hourly rate, number & type of employees required, permitting, estimated material cost and completion date. It will be the bidder's responsibility to ensure they have all information to prepare accurate estimates.

Hourly Rate:

The hourly rate quoted shall include full compensation for labor, equipment use, and any other cost to the bidder. Hourly labor rates are specified as follows: **Note - Hourly rate will be calculated from bidder's/proposer's arrival at job site. No hourly rate will be paid for travel time.**

Hourly Labor Rate I – hourly rate for straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Monday thru Friday. (Rate to include labor, parts not included).

Hourly Labor Rate II – hourly rate for overtime painting, i.e. before 8:00 a.m. or after 5:00 p.m. Monday – Sunday, Including Holidays. (Rate to include labor, parts not included).

Hourly Labor Rate III – hourly rate for straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Saturday and Sunday. (Rate to include labor, parts not included).

Hourly Labor Rate IV – hourly rate for straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Holidays. (Rate to include labor, parts not included).

Cost of Materials:

To determine the cost of items that the Contractor may be required to provide for projects, please indicate the percent of mark-up or discount over the manufacturer. The Contractor **must** submit with the invoice, copies of manufacturer's invoices to verify the percent on materials purchased for a College project. If the Contractor's cost on an item increases, the cost to the College would also increase, but the "percent of mark-up" shall not change. If, and when, this occurs the Contractor will be required to provide proof of the cost increase.

The College reserves the right to buy materials directly from suppliers for College projects.

Site Inspection:

Prior to submitting its offer for any project it is required that the vendor visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. Vendors are also advised to examine carefully drawings and specifications and be thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

General Location of Work:

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the College prior to the final acceptance of the work. Such property shall include but not be limited to: structures, parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.

Contractor shall notify the requesting department in writing of the site having pre-existing damage to structures, parkways, sidewalks, curbs, roadways, swales, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the contractor to make repairs as stated above.

Employees:

Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the contractor shall be considered to be at all times the sole employees of the contractor, under the contractor's sole direction, and not an employee or agent of the College. The contractor shall supply competent and physically capable employees and the College may require the contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on work site is not in the best interest of the College.

Contractor shall assign an "On Duty" supervisor who is able to read, write, speak, and understand English, and have full authority to act for the Contractor; any work accomplished after 5:00 PM shall include a similar English-speaking team leader capable of carrying out assignments.

Storage of Materials:

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas.

Permits:

Contractor shall obtain all required permits, licenses and certifications as may be required by Broward College, Federal, State and local laws, ordinances, rules and regulations, for the prior execution and completion of work under this RFP.

All permitting is through Broward College's Building Code Official.

College pays permit fees, if any related to painting services.

All permits to be posted on job site.

Contractor shall arrange all inspections required by College Building Official and/or any governmental agency having jurisdiction over the work.

On completion of the work, furnish satisfactory evidence to the College that the work is acceptable to the regulatory authorities having jurisdiction.

Uniforms:

All personnel of the successful proposer shall be clearly identified by uniform shirt or other prominent marking

Protection and Security of Building and Property:

The contractor shall assume full responsibility and be held liable by the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only Broward College property but extends to any property including lease equipment on College locations.

Contractor shall be held liable by the College for damages caused by his employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business.

Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.

The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the contractor.

Contractor shall make all necessary arrangements with the utility companies concerned for protection of their lines during the work period. Contractor shall exercise extreme caution to eliminate any possibility of damage to any utilities. Prior to commencing of any work at each site the contractor shall locate and mark any existing gas lines, water lines, sprinkler heads, fire hydrants, sewers, septic tanks, drain fields, wells, drainage structures, telephone and power cables, buried markers and other utilities that may be endangered by or be a

hazard to the miscellaneous repairs.

Contractor shall restore any damage to property to its original condition, at contractor's expense, as acceptable to the College.

Contractor shall protect all existing and newly installed work, materials, equipment, improvements performed under this contract.

Lead Free Statement:

All material supplied to the College must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead free will be supplied to the College. **No bid will be considered unless this is agreed to by the vendor.**

Sustainability Factors:

The use of harmful chemicals should be minimized to reduce risks to health, safety, and the environment. The College shall promote and enforce the use of custodial chemicals & paints and coatings certified by Green Seal, Florida School Plant Management Association Environmentally Friendly Product or Low VOC List or on the State of Florida Climate Friendly Preferred Products List.

Environmental factors to be considered include, but are not limited to, the life cycle assessment of: pollutant releases, toxicity, especially the use of persistent, bio accumulative, and toxic (PBT) chemicals, fungicide, waste generation, greenhouse gas emissions, energy consumption, depletion of natural resources, impacts on biodiversity, giving preference to sustainable, reusable content, ecofriendly packaging and recycled materials over virgin materials, as well as to conserving water and energy.

Fiscal factors to be considered include, but are not limited to: product performance and quality, life-cycle cost assessment; lowest total cost, impact on staff time and labor, product vendors offering to take back the products they sell when they become obsolete. Utilize vendors who offer an Extended Product Responsibility (EPR) program.

Conditions for Emergency / Hurricane or Disaster (Force Majeure):

College facilities may include those that have received damaged from emergency / hurricane events. Contractor shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that Broward College shall require a **“first priority”** basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by Associate Vice-President for Facilities Management and/or Associate Vice-President for Business Services & Resource Management. Vendor/Contractor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. Broward College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

SECTION 2

LICENSE(S):

The Proposer will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Proposer will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and shall provide copies of these licenses and/or permits to College upon request. Failure to maintain required licenses and permits shall be cause for termination.

Proposer must possess at least one of the following:

- State of Florida licensed General or Painting/Waterproofing Contractor.
- Broward County issued Certificate of Competency.

Proposer must possess the following certification:

- Environmental Protection Agency Lead Renovation, Repair and Painting Rule (EPA-RRP) certification.

WARRANTY:

The successful bidder/proposer shall fully guarantee all items furnished hereunder against defect in material and/or workmanship for a period of **one year** from date of receipt by the College. Should any defect in materials or workmanship excepting ordinary wear and tear, appear during the warranty period, the successful bidder shall repair and replace same, at no cost to the College, immediately upon written notice from the AVP, Facilities Management or AVP, Business Services & Resource Management. In the event a dispute on requested repairs between the College and the bidder, the decision of the College shall be final and binding on both parties.

CLEANING UP:

The Contractor at all times shall keep the premises free from accumulation of waste materials and rubbish caused by their operations and from leaks and spillage from equipment. Upon completion of the work, Contractor shall remove all their waste materials and rubbish from and about the installation, as well as all their tools, equipment, machinery, and surplus materials, and shall clean all building surfaces and leave the work area clean.

DEBRIS, WASTE AND CHEMICALS:

Contractor(s) shall be responsible for the prompt removal of all debris, which is a result of services.

Contractor(s) shall apply and dispose of all chemicals and waste in a manner that complies with all local, state and federal laws and regulations.

Prior to acceptance of the work by the College, the contractor shall remove from site all trash and debris and shall dispose of such materials at approved dump sites.

SUBCONTRACTING:

Awardee **may not subcontract** any service, repair and preventative maintenance without the prior express written approval of the District Director, Facilities College-wide Maintenance, or designee. If subcontractors are approved by BC, they must be in compliance with all licensing and certification requirements, as well as be in compliance with the security clearance set forth in General Condition.

RESPONSE TIME:

Due to the nature of the College's operational needs, contractor understands and agrees that it may be necessary to perform certain service or repairs during non-normal work hours, including after 5:00 pm, on weekends and on holidays. All work times shall be coordinated with the College.

Contractor(s) shall provide a contact person to ensure twenty-four hours response.

Contractor(s) should submit and maintain a valid emergency list consisting of no less than three (3) local contact numbers for no less than three (3) company representatives to be submitted upon request.

PROTECTION OF EXISTING FACILITIES:

The Contractor shall take all necessary precautions during the period of the service to protect existing facilities from damage by workmen and shall repair or replace, at its; own expense, any damage to property caused by their employees or suppliers.

END

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STATEMENT OF "NO" RESPONSE | **ATTACHMENT B**

If your company will not be submitting a response to this Request for Proposals, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to:

Broward College
 Procurement Services Department
 6400 NW 6th Way, 2nd Floor
 Fort Lauderdale, Florida 33309

This information will help **Broward College** in the preparation of future Bids/RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: _____

Signature: _____ Date: _____

Small Disadvantaged Business (SDB) Processes and Requirements

1. Vendor Non-Discrimination.
 - a. All vendors bidding on College contract opportunities must submit a vendor Covenant of Non-Discrimination Profile (Attachment C2). **Bids received without a fully executed Covenant of Non-Discrimination Profile from the proposing vendor will be considered non-responsive.**
2. Contract Compliance (Project by Project basis)
 - a. Upon execution of a project under this contract with Broward College, the successful bidder will utilize Subcontractor/Supplier Utilization (Attachment C3) when submitting solicitation bid packages and will become a part of the contract between the bidder and the College.
 - b. Report of Subcontractor/Supplier Utilization (Attachment C4) will be utilized for SDB vendors performing work during the course of the project and MUST be submitted monthly as instructed on Attachment C4.
 - c. Attachment C4 will be monitored by the Office of Supplier Relations and Diversity for adherence with the plan.
 - d. A prime contractor may replace a SDB subcontractor or supplier who fails to meet the terms of their agreement. Based on availability, the subcontractor or supplier must be replaced with another subcontractor or supplier who equally qualifies under the SDB program requirements.
 - Replacing a SDB Subcontractor or Supplier – A prime contractor may request a SDB substitution by submitting a written request to the Office of Supplier Relations and Diversity. The request must explain why the substitution is needed and the prime contractor shall attach a revised Subcontractor/Supplier Utilization (Attachment C3). The Director of the Office of Supplier Relations and Diversity, in conjunction with the Associate Vice President of Procurement Services, will issue a determination on the request and notify the prime contractor. **The College must approve all SDB substitutions.**
 - e. The successful bidder will be required to submit a monthly report to the Office of Supplier Relations and Diversity demonstrating the use of subcontractors and suppliers as indicated on the Attachment C4. Reports MUST be submitted monthly from the onset of the project/contract, even if there are no payments to SDB subcontractors or supplier.
 - f. Failure of the successful bidder to provide the specific SDB report by the specified date shall be sufficient cause for Broward College to:
 - Withhold approval of the successful bidder's invoices for progress payments,
 - Increase the amount of the successful bidder's retainage, or
 - Evoke any other penalties as stated in General Conditions of the RFP (**Nonconformance to Contract Conditions**).
3. COLLEGE's Responsibilities:

SDB Requirements in Contracts – Procurement Services, Facilities Management and the User Department managing the contract will be responsible for ensuring that SDB participation requirements and/or deliverables are specified within the contract, for eligible projects.



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY

NON-DISCRIMINATION PROFILE

The undersigned understands that it is the policy of Broward College to promote full and equal business opportunity for all persons doing business with the College. The undersigned covenants that we have not discriminated, on the basis of race, creed, color, gender, national origin, ethnicity, disability, or religion, with regard to prime contracting, subcontracting or partnering opportunities on this project/contract.

The undersigned further covenants that we agree to make a Good Faith Effort to utilize SDB subcontractors/suppliers and will comply truthfully and fully with the required forms SDB-2, SDB-3 and SDB-7.

Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party

Title of Attesting Party

On this ____ day of _____, 20__, before me appeared _____, the person who signed the above covenant in my presence.

Notary Public

Seal



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY
 SMALL DISADVANTAGED BUSINESS (SDB)

ATTACHMENT C3

SUBCONTRACTOR/ SUPPLIER UTILIZATION

(List all Small Disadvantaged Business Enterprise including Small, Disadvantaged, Minority and Women Business Enterprises Subcontractors/suppliers to be used on this project.)

Company Name of Sub-contractor/ Supplier	Contact Name and Phone Number	Business License? (Yes or No)	NIGP Code	Type of Work to be Performed	SDB Status White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran	*Certification Agency Name (attach copy of Certification)	Dollar (\$) Value of Work or Supplies	Percentage of Total Contract Amount

Total SDB% _____

Proponent Company Name: _____ Project Name: _____ Contract #: _____

Authorized Principal: _____ Proponent Contact Number: _____
 Signature: _____ Date: _____

*SDB Firms are certified by the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council [SFMSDC], School Board of Broward County, Women Business Enterprise National Council [Florida], Broward County Government, Palm Beach County Government and Miami - Dade County Government.



REPORT OF SUBCONTRACTOR/SUPPLIER UTILIZATION
 Please Submit Report to: The Office of Supplier Relations and Diversity
 6400 NW 6th Way, 2nd Floor, Fort Lauderdale, FL 33309
 or Fax to: 954-201-7330

ATTACHMENT C4

(For questions completing this report call 954-201-7307)

Company/Construction Manager/Contractor:							
Address:						Phone:	
Project Name:			For the Time Period of:		SDB Participation Goal (%):		
Is Contracting Company a Certified SDB (including Small Minority, Women and Disadvantaged Firms) <input type="checkbox"/> Yes <input type="checkbox"/> No						Contract Value (\$):	
Type of Project: <input type="checkbox"/> Construction <input type="checkbox"/> Design <input type="checkbox"/> Construction Management <input type="checkbox"/> Other _____							
Subcontractor/Supplier Company Name	Contact Name and Phone Number	SDB Status <small>White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran</small>	*Certification Agency Name (attach copy of Certification)	Scope of Work	NIGP Code	Monthly Payment	Amount Paid to Subcontractor/Supplier

*Broward College recognizes certifications from the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council [SFMSDC], School Board of Broward County, Women Business Development Center [Florida], Broward County Government, Palm Beach County Government and Miami Dade County Government.

The undersigned ensures that each entity listed above performs a commercially useful function as defined in the Small Disadvantaged Business Program of Broward College. The undersigned also affirms that all payments listed above are true and correct.		
_____ Signature of Authorized Principal	_____ Date	_____ Title / Telephone Number

(See separate Adobe PDF document in DemandStar)

<https://www.demandstar.com/>

The hourly rate quoted shall include full compensation for labor, equipment use, and any other cost to the bidder/proposer. Hourly labor rates are specified as follows: **Note - Hourly rate will be calculated from bidder's/proposer's arrival and commencement of work at job site and terminate upon departure from jobsite. No hourly rate will be paid for travel time.**

Hourly Labor Rate I – hourly rate for straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Monday thru Friday. (Rate to include labor, parts not included).

Hourly Labor Rate II – hourly rate for overtime painting, i.e. before 8:00 a.m. or after 5:00 p.m. Monday – Sunday, Including Holidays. (Rate to include labor, parts not included).

Hourly Labor Rate III – hourly rate for straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Saturday and Sunday. (Rate to include labor, parts not included).

Hourly Labor Rate IV – hourly rate for straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Holidays. (Rate to include labor, parts not included).

Please see the Price Proposal Form (excel document) posted on demandstar.com. **Proposers are requested to submit all pricing on Price Proposal Form sheet posted in Excel format.**

For labor in increments of less than ½ hour, established rate shall be prorated.

All prices bid/proposed shall be in full accordance with the terms, conditions, and specifications stated herein.

As specified, prices quoted shall include inside delivery to the specified College campus(es), centers and/or facilities within Broward County, Florida.

A copy of the itemized parts and materials invoice from the contractor's supplier and invoice from sub-contractor must be included with all billings to Broward College for parts and materials and sub-contractor work in order to verify mark-up.

College may elect to supply large dollar items if it is able to procure these items at a lower cost.

The bidder/proposer proposes and agrees to provide all labor, supervision, services, travel, transportation, fuel cost, materials, supplies, equipment, tools, etc., to perform the work required in accordance with the RFP documents for Commercial Painting Services for the following pricing:

(See separate Price Proposal Form Excel document on DemandStar.com –
www.demandstar.com)

Broward College
DRUG-FREE WORKPLACE CERTIFICATION (F.S. 287.087)

RFP-2019-147-EH
ATTACHMENT F

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The COLLEGE,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.) I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally Known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification) _____

Broward College
NON-DISCLOSURE AGREEMENT

RFP-2019-147-EH
ATTACHMENT G

**NOTE: THIS DOCUMENT IS ONLY TO BE COMPLETED BY
THE AWARDED VENDOR.**

This Agreement is by and between _____ (Vendor), a corporation with offices at _____, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.

2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,

4. Any Confidential Information received by any Party under this Agreement shall:

(a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;

(b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;

(c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

(d) remain the property of the disclosing Party, and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.

5. The obligations of Paragraph 4 shall not apply however to any information which:

(a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

(b) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;

(c) is received independently from a third party free from any obligation to keep said information confidential;

(d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or

(e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.

7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.

8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.

10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor:

The Board of Trustees of Broward College

By: _____

By: _____

Printed Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Broward College | **RFP-2019-147-EH**
NON-COLLUSION AFFIDAVIT | **ATTACHMENT H**

State of _____)
) ss.
County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

(Printed Name)

(Title)

(Affidavit continued on next page)

Non-Collusion Affidavit, continued

Non-Collusion Affidavit, continued

ACKNOWLEDGMENT

State of Florida
County of _____

On this the ____ day of _____, 2011, before me, the undersigned

Notary Public of the State of Florida, personally appeared _____
(Name(s) of individuals(s))
and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp
or Type as Commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 DID take an oath, or
 DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____

Number of Signatures Notarized: _____

NOTE: THIS DOCUMENT IS ONLY TO BE COMPLETED BY THE AWARDED VENDOR.

ACCESS TO BROWARD COLLEGE BUILDING PLANS

The Owner desires to provide the Contractor with access to certain building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats of Owner existing buildings, buildings under construction and buildings that may be constructed (collectively, "Building Plans").

For security reasons, the Building Plans are classified as exempt under Florida's public records laws but may be released by the Owner under certain circumstances.

The Contractor and/or its principal is a licensed architect, engineer, or contractor permitted to receive the Building Plans under Florida's public records law.

The Contractor, in consideration of being provided access to the Building Plans in connection with work or potential to perform work on behalf of the Owner, agrees as follows:

1. Contractor will not use any of the Building Plans for any purpose other than as authorized by the Owner. The Building Plans shall be held in confidence by Contractor. Prior to disclosure of the Building Plans to Contractor's agents, representatives, associates and consultants, Contractor shall obtain a written agreement from such parties agreeing to be bound by the terms and conditions hereof. Contractor acknowledges and agrees that it is responsible for a breach of these Terms and Conditions by any of Contractor's employees, agents, representatives, associates, or consultants with whom Contractor has shared the Building Plans. Contractor agrees to treat Building Plans with the same degree of care to prevent the loss, unauthorized use, dissemination, publication, or disclosure of the Building Plans as the Contractor employs with respect to its own confidential information of a sensitive nature, but no less than reasonable care.
2. These terms and conditions, together with any additional terms provided by Owner, in writing, in connection with Contractor's access the Building Plans, if any, constitutes a complete statement of all of the arrangements between the parties as of the date hereof with respect to the Contractor's access to the Building Plans, and supersedes all prior agreements and understandings between them with respect thereto.
3. These terms and conditions shall be construed in accordance with the internal laws of the State of Florida. Venue for all claims or other causes of action arising out of these terms and conditions shall be in Broward County, Florida.

Contractor Name

Authorized Representative (Print)

Signature

Date

(See separate PDF document in DemandStar)

<https://www.demandstar.com>

Broward College | **RFP-2019-147-EH**
VENDOR CONFLICT OF INTEREST FORM | **ATTACHMENT K**

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of Broward College or an immediate family member of an employee of Broward College. If there are none, check NO below.

Have Conflict of Interest: **Yes or No** (check)

NO YES

If Yes, please put names and titles below:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Please explain below: _____

BIDDER'S FIRM NAME: _____

Print name: _____

Signature: _____