



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE Jun 13 2017 10:05AM - School Board Operational Meeting

Special Order Request
 Yes No

ITEM No.:
EE-9.

AGENDA ITEM ITEMS

Time

CATEGORY EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT Procurement & Warehousing Services

Open Agenda
 Yes No

TITLE:
Recommendation of \$500,000 or Less - 17-097R Petroleum Tanks and Environmental Services

REQUESTED ACTION:
 Approve the recommendation to award the above Request for Proposal (RFP). Contract Term: June 14, 2017, through June 30, 2020, 3 Years; User Department: Transportation & Fleet Services and Environmental Health and Safety Department; Award Amount: \$350,000; Awarded Vendor(s): Cherokee Enterprises, Inc.; Minority/Women Business Enterprise Vendor(s): Cherokee Enterprises, Inc.

SUMMARY EXPLANATION AND BACKGROUND:
 This contract will facilitate the service and repair of petroleum Tanks, while providing environmental services. The scope will include annual testing, installation, transportation and fleet services, in addition to miscellaneous repairs as needed. This will include but not be limited to, line tightness testing, overflow protection device inspection, leak detection system repairs and spill containment equipment repairs.
 A copy of the bid documents are available online at: http://www.broward.k12.fl.us/supply/agenda/17-097R_Petroleum_Tanks_EnvironmentalSvcs_Addendum4.pdf
 This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
 The estimated financial impact to the District will be \$350,000. The funding source will come from the Transportation & Fleet Services departments' operating budget and the Environmental Health and Safety departments' capital budget. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)
 (1) Executive Summary (2) Agreement (3) Recommendation Tabulation (4) Supplier Evaluations-3

BOARD ACTION:
APPROVED
 (For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Michael Kriegel	Phone: 754-321-4460
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On: _____

JUN 13 2017

Signature
 Maurice Woods
 6/2/2017, 9:19:21 AM

By: *Abby M. Freedman*
 School Board Chair

EXECUTIVE SUMMARY

Recommendation of \$500,000 or Less 17-097R – Petroleum Tanks and Environmental Services

This Request for Proposal (RFP) for 17-097R - Petroleum Tanks and Environmental Services will facilitate the service and repair of petroleum tanks while providing environmental services throughout the District. The scope will include annual testing, installation, transportation, and fleet services, in addition to miscellaneous repairs as needed. The services will include but not be limited to, line tightness testing, overfill protection device inspection, leak detection system repairs, and spill containment equipment repairs. The Transportation & Fleet Services Department and the Environmental Health and Safety Department will manage this contract, in collaboration with The Office of Facilities, if needed.

This request is to approve the recommendation to award RFP 17-097R for three (3) years, from June 14, 2017, through June 30, 2020, with an option for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. The total spending authority being requested is \$350,000 as detailed below:

- **Transportation & Fleet Services department** - \$50,000: This amount is based on the average spend from the previous contract of fifteen thousand (\$15,000) per year for three (3) years with an additional buffer for miscellaneous repairs. The funding for these services will come from the departments' operating budget.
- **Environmental Health and Safety department** - \$50,000: This amount is the estimated expenditure for the inspection and maintenance of approximately 130 underground and above ground tanks. The funding for this contract will come from the departments' capital budget for HSS Special Safety Inspection.
- **Replacement of Fuel Tanks:** - \$250,000: Based on the previous replacement cost with an additional buffer. Over the past three (3) years, we have replaced four (4) tanks for approximately \$45,000 each.

The spending authority does not include major repairs for unforeseen emergencies, as we are unable to determine the required amount based on the variation of the size and scope of the problem. Emergencies will be analyzed for the appropriate action to be taken. Board approval of this recommendation does not mean the authorized amount will be spent.

The solicitation for this RFP ran from October 21, 2017, through February 13, 2017. There were 846 vendors notified, fifty-three (53) vendors downloaded the RFP, and three (3) proposals were received prior to bid opening. The evaluation committee meeting was held on February 22, 2017, consisting of five (5) members; and in accordance with the requirements of the RFP, Cherokee Enterprises, Inc., is being recommended for award.

Cherokee Enterprises, Inc., is a certified Minority/Women Business Enterprise vendor that specializes in design and construction services. Cherokee Enterprises Inc. has been in business for more than 17 years, but are new to providing these services to the District and will work closely with the departments managing this contract to ensure all tests and scheduled maintenance are performed to maintain the District's compliance.

The previous solicitation was a piggyback of the School District of Palm Beach County contract RFP 15C-002A that expired in October 2016. Since the expiration of that contract, Procurement & Warehousing Services Department has worked closely with the departments to create an RFP specific to the scope and requirements of the District. The user department has advised the lapse in contract has not negatively affected the District and all routine repairs were done using three (3) quotes where applicable. All required tests have been completed or are currently scheduled to be completed. The supplier evaluations have been included.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 13th day of June, 2017, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CHEROKEE ENTERPRISES, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
18503 Pines Boulevard, Suite 310
Pembroke Pines, FL 33029

WHEREAS, SBBC issued a Request for Proposal, identified as RFP 17-097R for Petroleum Tanks and Environmental Services, (herein after referred to as "RFP"). RFP was dated October 21, 2016 and amended by Addendum Number 1, dated October 26, 2016, Addendum Number 2, dated January 18, 2017, Addendum Number 3, dated January 24, 2017, and Addendum Number 4, dated February 1, 2017, which is incorporated by reference herein, for the purpose of receiving proposals for Petroleum Tanks and Environmental Services; and

WHEREAS, the SBBC is in need of certain services and has selected the VENDOR to provide such services; and

WHEREAS, VENDOR will provide Petroleum Tanks and Environmental Services such as annual testing, installation, transportation and fleet services and miscellaneous repairs as needed. These services will include, but not be limited to, line tightness testing, overfill protection device inspection, leak detection systems repairs and spill containment equipment repairs.

WHEREAS, the SBBC and VENDOR desire to memorialize the terms and conditions of their agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.0 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.0 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.06 of this Agreement, the term of this Agreement shall commence on **June 28, 2017** and conclude on **June 30, 2020**, and by mutual agreement between VENDOR and SBBC be renewable for two (2) additional one (1) year periods. SBBC, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from VENDOR prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date and VENDOR will be notified when the Board has acted upon the recommendation.

2.01 **Description of Goods or Services Provided.**

(a) VENDOR specializes in the design, maintenance, repair, removal and construction of underground and aboveground storage tank systems and shall provide the services described in **Attachment A, Scope of Services.**

(b) **Firm's Response Time:** VENDOR is committed to being responsive for emergencies, shall respond within 24 hours of notification and shall provide 24/7 365 days authorized maintenance services.

2.02 **Priority Documents:** In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement, then;
Second:	Addendum No.4, then
Third:	Addendum No.3, then
Fourth:	Addendum No.2, then
Fifth:	Addendum No.1, then
Sixth:	RFP 17-097R – Petroleum Tanks and Environmental Services, then
Seventh:	Proposal submitted in response to the RFP by the VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered as needed under this Agreement in accordance with prices included on **Attachment B, Cost of Services including Construction Price List**, with payment term of net 30 days from the date that the VENDOR submits its invoice to SBBC.

SBBC's preferred method of payment is via ACH electronic payments. An electronic payment can reduce processing time and administrative overhead costs for both parties, resulting in expedited payment upon invoice approval, and reduces exposure to check fraud. SBBC will not pay convenience fees, surcharges, or any additional costs for payments made by electronic payment.

VENDOR shall submit ACH form to SBBC upon signing this agreement.

2.04 **M/WBE Participation.** VENDOR is a Certified MBE (Hispanic American) with SBBC, Certificate# 7007-3748.

2.05 **Repair Order Process.** VENDOR will be contacted by telephone and/or email for service requests. Thereafter, VENDOR shall visit site/department and provide to SBBC a written estimate, within three (3) business days of their site visit. An alternate timeline may be applied if agreed upon by SBBC and VENDOR. No work will commence prior to a purchase order issuance.

Upon completion, VENDOR shall submit an invoice to SBBC that shall not exceed the purchase order amount.

2.06 **Payment & Performance Bond**: VENDOR shall furnish a surety bond as security for faithful performance of the order(s) performed as a result of this contract, and for the payment of all persons performing labor, and on their furnishing materials in connection therewith. The Attorney-In-fact who signs the bond must file with the bond a certificate and effective dated copy of power of attorney. Bonding company must appear on U.S. Treasury list. The contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of a bond issued by an acceptable Surety Company.

2.07 **Permits and Licenses**: VENDOR shall be responsible for obtaining necessary permits and licenses and shall comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to SBBC.

2.08 **Inspection of VENDOR Records by SBBC**: VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR'S payees pursuant to this Agreement. VENDOR Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR Records Defined**. For the purposes of this Agreement, the term "VENDOR Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect**. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection**. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *the VENDOR'S* facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by *VENDOR* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *VENDOR* claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by *VENDOR* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *the VENDOR*. If the audit discloses billings or charges to which *the VENDOR* is not contractually entitled, the *VENDOR* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *VENDOR* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *VENDOR* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *VENDOR* pursuant to this Agreement and such excluded costs shall become the liability of *the VENDOR*.

(h) Inspector General Audits. *VENDOR* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 Notice: When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Coordinator, LEA
Environmental Health & Safety Department
Robert Krickovich
4200 NW 10th Avenue
Oakland Park, FL 33309

With a Copy to: Supervisor
Transportation and Fleet Services
Michael Kriegel
3895 NW 10 Avenue
Oakland Park, FL 33309

To VENDOR: Cherokee Enterprises, Inc.
Christine Franklin, President
18503 Pines Boulevard, Suite 310
Pembroke Pines, FL 33029

2.10 **BACKGROUND SCREENING.**

(a) VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of the VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.11 **Insurance Requirements.**

(a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Worker's Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease- each employee/disease-policy limit). Workers' Compensation Affidavit shall be required if less than four (4) employees and submit with Agreement.

(c) Professional Liability/Technical Errors & Omissions. Limits not less than \$1,000,000 per occurrence covering services provided under this contract

(d) Pollution Liability: Third-party liability with a minimum limit of \$1,000,000 per occurrence including completed operations.

(e) Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If

VENDOR does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by VENDOR must be furnished to SBBC indicating the following: VENDOR does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

(f) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(g) Verification of Coverage. Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**

(h) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance: The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida. (Certificate Holder: The School board of Broward County, Florida, 600 Southeast Third avenue, Fort Lauderdale, Florida 33301)

(i) Cancellation of Insurance. VENDORS are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE VENDORS who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE VENDORS to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE VENDORS for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE VENDOR participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

3.06 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.07 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.08 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.09 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.10 **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public 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. VENDOR shall 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 Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, Insert Name shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.11 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and

employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.12 **Compliance with Laws.** Each party shall comply with all applicable federal state and local laws, SBBC policies codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.13 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.14 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

3.16 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.17 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.18 **Incorporation by Reference.** Attachments A-B, attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.19 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.20 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect

as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.21 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.22 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.23 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.24 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.25 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.26 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

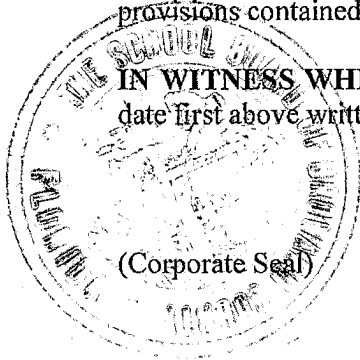
A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability,


or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.28 **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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.




ATTEST:


Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Abby M. Freedman, Chair

Approved as to Form and Legal Content:

Janette M. Smith, Esq.

Digitally signed by Janette M. Smith, Esq.
DN: cn=Janette M. Smith, Esq., o=The School Board of
Broward County, Florida, ou=General Counsel's Office,
email=janette.smith@browardschools.com, c=US
Date: 2017.05.15 11:56:54 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

CHEROKEE ENTERPRISES, INC.

ATTEST:

Gabino Cuevas
Gabino Cuevas, Secretary
-or-

By Christine Franklin
Christine Franklin, President

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Miami-Dade

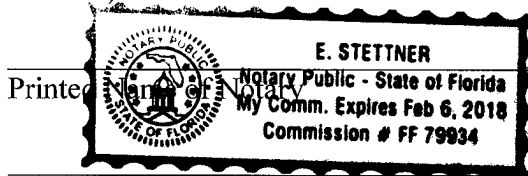
The foregoing instrument was acknowledged before me this 12th day of May, 2017 by Christine Franklin of Cherokee Enterprises, Inc.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____
Type of Identification

My Commission Expires:

E. Stettner
Signature - Notary Public

(SEAL)



Notary's Commission No.

ATTACHMENT A

SCOPE OF SERVICES

Annual Testing

- ❖ Line Tightness Testing
- ❖ Cathodic Protection Testing
- ❖ Leak Detection System Testing
- ❖ Overfill Protection Device Inspection
- ❖ Spill Containment Equipment Inspection
- ❖ Tank Tightness Testing
- ❖ Overfill Alarm Testing
- ❖ Interstitial Space Tightness Testing

Installation & Miscellaneous Repairs

- ❖ Leak Detection System Repairs
- ❖ Monitoring System Repairs
- ❖ Cathodic Systems Repairs
- ❖ Overfill Protection Equipment Repairs
- ❖ Spill Containment Equipment Repairs

Transportation & Fleet Services

- ❖ Stage II Vapor Recovery Compliance Testing
- ❖ Pump and Tank Maintenance and Repair
- ❖ Repair and/or replacement of Above Ground and Underground Storage Tank systems or parts of them
- ❖ Fuel Treatment and Microorganism Removal
- ❖ Tank Cleaning
- ❖ Meter and Dispenser Calibration

ATTACHMENT B

COST OF SERVICES

<u>ANNUAL TESTING</u>	U/M	PRICE
Line Tightness Testing	Per Unit	\$240.00
Cathodic Protection Testing	Per Unit	\$600.00
Leak Detection System Testing	Per Unit	\$220.00
Overfill Protection Device Inspection	Per Unit	\$165.00
Tank Tightness Testing	Per Unit	\$460.00
Overfill Alarm Testing	Per Unit	\$165.00
Interstitial Space Tightness Testing	Per Unit	\$240.00
Labor Charge for Annual Testing	Per Hour	\$55.00
<u>Installation & Miscellaneous Repairs</u>		
Leak Detection System Repairs	Per Hour	\$58.00
Monitoring System Repairs	Per Hour	\$58.00
Cathodic Systems Repairs	Per Hour	\$75.00
Overfill Protection Equipment Repairs	Per Hour	\$58.00
Spill Containment Equipment Repairs	Per Hour	\$58.00
<u>Transportation & Fleet Services</u>		
Fuel Treatment and Microorganism Removal	Per Gallon	\$0.50 ***
Fuel Treatment Equipment Rental	Per Hour	\$75.00
Tank Cleaning	Per Gallon	\$0.60
Tank Cleaning Equipment Rental	Per Hour	\$110.00
Meter and Dispenser Calibration	Per Hour	\$85.00

*** Based on filtering and does not include algacide

CONSTRUCTION PRICE LIST

<u>LABOR</u>	U/M	PRICE
Electrician, Journeyman	Per Hour	\$72.00
Electrician, Master	Per Hour	\$85.00
Foreman, Job	Per Hour	\$65.00
Plumber, Journeyman, Pipe-fitter	Per Hour	\$60.00
Plumber, Master	Per Hour	\$75.00
Supervisor	Per Hour	\$65.00
Administration	Per Hour	\$42.00
Clerical	Per Hour	\$38.00
Principal	Per Hour	\$100.00
Technician	Per Hour	\$55.00
Equipment Operator	Per Hour	\$50.00

ATTACHMENT B

COST OF SERVICES

CONSTRUCTION PRICE LIST

<u>EQUIPMENT</u>	<u>U/M</u>	<u>PRICE</u>
Air Compressor with Tools	Per Day	\$145.00
Backhoe, Rubber Tire Combination	Per Day	\$585.00
Backhoe, 80,000 #Track Excavator w/o Move (Rental)	Per Day	\$1,485.00
Cement Mixer	Per Day	\$145.00
Compactor (Rental)	Per Day	\$155.00
Concrete Saw	Per Day	\$92.00
Dump Truck	Per Day	\$415.00
Generator, Honda 120-140 volt (Fuel Not Included)	Per Day	\$100.00
Helium Detector	Per Day	\$350.00
Loader (Rental)	Per Day	\$900.00
Nitrogen	Per Day	\$25.00
Pump, 2" Air - Air Compressor not included	Per Day	\$85.00
Pump, 2" Electric	Per Day	\$85.00
Pump, Simmer	Per Day	\$80.00
Pump, 3" Trash	Per Day	\$92.00
Transit	Per Day	\$35.00
Trowel Machine (Rental)	Per Day	\$100.00
Service Truck	Per Hour	\$15.00
Pipe Fitting Truck	Per Hour	\$25.00
Welder & Torches	Per Hour	\$25.00

**The School Board of Broward County, Florida
Procurement & Warehousing Services**

ITB / RFP No.: <u>17-097R</u>	Tentative Board Meeting Date*: <u>APRIL 18, 2017</u>
Description: <u>PETROLEUM TANKS & ENVIRONMENTAL</u>	Notified: <u>846</u> Downloaded: <u>53</u>
<u>SERVICES</u>	ITB / RFP Rec'd: <u>3</u> No. Bids: <u>0</u>
For: _____	ITB / RFP Opening: <u>FEBRUARY 13, 2017</u>
Fund: _____	Advertised Date: <u>OCTOBER 28, 2016</u>

POSTING OF ITB / RFP RECOMMENDATION/TABULATION: ITB / RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **FEBRUARY 28, 2017 at 3:00 pm** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(*) The Cone of Silence, as stated in the ITB / RFP, is in effect until this ITB / RFP is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

IN ACCORDANCE WITH SECTION 5.0 OF RFP 17-097R, PROPOSALS RECEIVED WERE REVIEWED AND SCORED BY AN EVALUATION COMMITTEE CONSISTING OF:

- BENNO AUERBACH – SUPERVISOR II – TRANSPORTATION & FLEET SERVICES
- MICHAEL KRIEGEL – SUPERVISOR – TRANSPORTATION & FLEET SERVICES
- JEFFERY WENTWORTH – STOCKROOM ASSISTANT – CENTRALIZED PARTS
- JUANA ROMANIUK – PROJECT MANAGER – OFFICE OF FACILITIES & CONSTRUCTION
- ROBERT KRICKOVICH – COORDINATOR, LEA – ENVIRONMENTAL HEALTH & SAFETY DEPARTMENT

THE EVALUATION COMMITTEE HAS RECOMMENDED THAT THE PROPOSERS LISTED BELOW ARE RECOMMENDED FOR APPROVAL BY THE SCHOOL BOARD. THE BASIS OF AWARD IS THE PROPOSAL WITH THE HIGHEST NUMBER OF POINTS, HOWEVER THE COMMITTEE HAD THE DISCRETION TO CHOOSE MULTIPLE AWARDEES IF NEEDED. THE PROPOSAL WITH THE HIGHEST NUMBER OF POINTS WAS RANKED FIRST, WITH THE SECOND HIGHEST BEING AWARDED AS AN ALTERNATE.

<u>VENDOR NAME</u>	<u>AWARDED</u>
CHEROKEE ENTERPRISES INC.	PRIMARY
LUTZ PETROLEUM EQUIPMENT INSTALLATION INC.	ALTERNATE

THIS AWARD WILL BE CONTINGENT UPON THE SUCCESSFUL COMPLETION OF WRITTEN AGREEMENTS WITH THE ABOVE RECOMMENDED PROPOSERS.

CONTRACT PERIOD: MAY 1, 2017, THROUGH APRIL 30, 2020.


 By: _____ Date: 2-28-2017
 (Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Petroleum Tanks and Environmental Services

	17-097R Petroleum Tanks and Environmental Services	Maximum Points	Benno Auerbach	Jeffery Wentworth	Juana Romaniuk	Michael Kriegel	Roberrt Krickovich	Average Points
A	Experience & Qualifications	20						
	Slater Corporation		13	15	15	15	13	14
	Lutz Petroleum Equipment Installation Inc.		15	15	20	15	13	16
	Cherokee Enterprises Inc.		15	15	17	15	13	15
B	Cost of Services	25						
	Slater Corporation		25	25	25	25	25	25
	Lutz Petroleum Equipment Installation Inc.		23	23	23	23	23	23
	Cherokee Enterprises Inc.		19	19	19	19	19	19
C	Minority/Women Business Participation	10						
	Slater Corporation		0	0	0	0	0	0
	Lutz Petroleum Equipment Installation Inc.		2	2	2	2	2	2
	Cherokee Enterprises Inc.		10	10	10	10	10	10
D	Firm's Response Time	10						
	Slater Corporation		10	10	10	10	10	10
	Lutz Petroleum Equipment Installation Inc.		10	10	10	10	10	10
	Cherokee Enterprises Inc.		10	10	10	10	10	10
E	Capabilities of the Firm	20						
	Slater Corporation		5	5	5	5	5	5
	Lutz Petroleum Equipment Installation Inc.		20	20	19	20	20	20
	Cherokee Enterprises Inc.		20	20	19	20	20	20
F	Quality of Site Safety Plan	10						
	Slater Corporation		5	10	9	10	10	9
	Lutz Petroleum Equipment Installation Inc.		10	10	10	10	10	10
	Cherokee Enterprises Inc.		10	10	10	10	10	10
G	Supplier Evaluation	5						
	Slater Corporation		5	5	4	5	5	5
	Lutz Petroleum Equipment Installation Inc.		5	5	5	5	3	5
	Cherokee Enterprises Inc.		5	5	5	5	5	5
	Total Score	100						
	Slater Corporation							68
	Lutz Petroleum Equipment Installation Inc.							85
	Cherokee Enterprises Inc.							89

The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the Board from making multiple awards and deeming all proposals responsive, and assigning work to any firm deemed responsive. The number of firms to be recommended is solely at the discretion of the Committee



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
RFP Evaluation Points Summary

RFP Number: 17-097R
RFP Title: Petroleum Tanks & Environmental Services
Buyer Name: Karlene Grant
Date Opened: February 13, 2017
Evaluation Meeting: February 22, 2017

Proposer's Name	Evaluation Points	Recommended for Award
Cherokee Enterprises Inc.	89	✓
Lutz Petroleum Equipment Installation Inc.	85	✓
Slater Corporation	68	No



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Cost of Services Tabulation

Description	Unit of measure	Slater Corporation		Lutz Petroleum Equipment Installation Inc.		Cherokee Enterprises Inc.	
		Column1		Column2		Column3	
ANNUAL TESTING							
Line Tightness Testing	Per Unit	\$	125.00	\$	110.00	\$	240.00
Cathodic Protection Testing	Per Unit	\$	250.00	\$	550.00	\$	600.00
Leak Detection Systems Testing	Per Unit	\$	150.00	\$	165.00	\$	220.00
Overfill Protection Device Inspection	Per Unit	\$	125.00	\$	55.00	\$	165.00
Tank Tightness Testing	Per Unit	\$	450.00	\$	275.00	\$	460.00
Overfill Alarm Testing	Per Unit	\$	125.00	\$	165.00	\$	165.00
Interstitial Space Tightness Testing	Per Unit	\$	165.00	\$	250.00	\$	240.00
Labor Charge for Annual Testing	Per Hour	\$	85.00	\$	60.00	\$	55.00
INSTALLATION & MISCELLANEOUS REPAIRS							
Leak Detection Systems Repairs	Per Hour	\$	75.00	\$	60.00	\$	58.00
Monitoring System Repairs	Per Hour	\$	75.00	\$	60.00	\$	58.00
Cathodic Systems Repairs	Per Hour	\$	75.00	\$	75.00	\$	75.00
Overfill Protection Equipment Repairs	Per Hour	\$	75.00	\$	60.00	\$	58.00
Spill Containment Equipment Repairs	Per Hour	\$	75.00	\$	60.00	\$	58.00
TRANSPORTATION & FLEET SERVICES							
Fuel Treatment and Microorganism Removal	Per Gallon	\$	0.37	\$	0.40	\$	225.00
Fuel Treatment Equipment Rental	Per Hour		INCLUDED	\$	125.00	\$	75.00
Tank Cleaning	Per Gallon	\$	0.45	\$	1.00	\$	0.60
Tank Cleaning Equipment Rental	Per Hour	\$	150.00	\$	125.00	\$	110.00
Meter and Dispenser Calibration	Per Hour	\$	85.00	\$	75.00	\$	85.00
CONSTRUCTION PRICE LIST							
LABOR:							
Electrician, Journeyman	Per Hour	\$	56.00	\$	40.00	\$	72.00
Electrician, Master	Per Hour	\$	95.00	\$	60.00	\$	85.00
Foreman, Job	Per Hour	\$	50.00	\$	60.00	\$	65.00
Plumber, Journeyman, Pipe-fitter	Per Hour	\$	57.00	\$	40.00	\$	60.00
Plumber, Master	Per Hour	\$	85.00	\$	60.00	\$	75.00
Supervisor	Per Hour	\$	50.00	\$	75.00	\$	65.00
Administrator	Per Hour	\$	42.00	\$	45.00	\$	42.00
Clerical	Per Hour	\$	25.00	\$	25.00	\$	38.00
Principal	Per Hour	\$	50.00	\$	125.00	\$	100.00
Technician	Per Hour	\$	75.00	\$	60.00	\$	55.00
Equipment Operator	Per Hour	\$	53.00	\$	60.00	\$	50.00
EQUIPMENT:							
Air Compressor with Tools	Per Day	\$	265.00	\$	150.00	\$	145.00
Backhoe, Rubber Tire Combination	Per Day	\$	280.00	\$	500.00	\$	585.00
Backhoe, 80,000 #Track Excavator w/o Move (Rental)	Per Day	\$	900.00	\$	1,250.00	\$	1,485.00
Cement Mixer	Per Day	\$	80.00	\$	125.00	\$	145.00
Compactor (Rental)	Per Day	\$	150.00	\$	75.00	\$	155.00

			Slater Corporation	Lutz Petroleum Equipment Installation Inc.	Cherokee Enterprises Inc.
Concrete Saw	Per Day	\$	175.00	\$ 100.00	\$ 92.00
Dump Truck	Per Day	\$	360.00	\$ 500.00	\$ 415.00
Generator, Honda 120-140 volt (Fuel Not Inc)	Per Day	\$	95.00	\$ 50.00	\$ 100.00
Helium Detector	Per Day	\$	175.00	\$ 200.00	\$ 450.00
Loader (Rental)	Per Day	\$	650.00	\$ 750.00	\$ 900.00
Nitrogen	Per Day	\$	225.00	\$ 100.00	\$ 25.00
Pump, 2" Air - Air Compressor not included	Per Day	\$	75.00	\$ 100.00	\$ 85.00
Pump, 2" Electric	Per Day	\$	75.00	\$ 85.00	\$ 85.00
Pump, Simmer	Per Day	\$	65.00	\$ 40.00	\$ 80.00
Pump, 3" Trash	Per Day	\$	95.00	\$ 100.00	\$ 92.00
Transit	Per Day	\$	25.00	\$ 15.00	\$ 50.00
Trowel Machine (Rental)	Per Day	\$	85.00	\$ 75.00	\$ 100.00
Service Truck	Per Hour	\$	20.00	\$ 15.00	\$ 75.00
Pipe Fitting Truck	Per Hour	\$	25.00	\$ 50.00	\$ 75.00
Welder & Torches	Per Hour	\$	95.00	\$ 20.00	\$ 25.00
TOTAL BID PRICE		\$	6,638.82	\$ 7,221.40	\$ 8,818.60
Points Awarded			25	23	19

SUPPLIER / PRODUCT EVALUATION ITEM

ATTACHMENT N

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return completed evaluation form to:

Procurement & Warehousing Services Department
 Technology and Support Services Center
 7720 West Oakland Park Boulevard, Sunrise, Florida 33351
 For assistance with this form, please contact (754) 321-0527 or
 E-mail to: karlene.grant@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Cherokee Enterprises, Inc
 Supplier Contact: Jeff Northrup
 Contact Telephone: 1-305-828-3353

Bid No.: _____ Purchase Order No.: SC400AV083111

What was the product / service? Environmental Services for Westside Maintenance Facility

1. How do you rate the supplier in the following areas?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. How satisfied are you with the supplier?

1 Not Satisfied <input type="checkbox"/>	2 Somewhat Satisfied <input type="checkbox"/>	3 Satisfied <input type="checkbox"/>	4 Very Satisfied <input checked="" type="checkbox"/>
---	--	---	---

3. Will you use them again? Yes No

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Would you purchase this product or use this vendor again?

*If not, please explain why in comments.

1 Very Unlikely <input type="checkbox"/>	2 Unlikely <input type="checkbox"/>	3 Probably <input type="checkbox"/>	4 Definitely <input checked="" type="checkbox"/>
---	--	--	---

SECTION 3 – END USER INPUT

SUPPLIER / PRODUCT EVALUATION ITEM

ATTACHMENT N

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return completed evaluation form to:

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 E-mail to: karlene.grant@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Cherokee Enterprises, Inc.
 Supplier Contact: Alex Sanchez
 Contact Telephone: 305-828-3353 ext. 115

Bid No.: _____ Purchase Order No.: _____

What was the product / service? Fuel site maintenance (29 fuel sites)

1. How do you rate the supplier in the following areas?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. How satisfied are you with the supplier?

1 Not Satisfied <input type="checkbox"/>	2 Somewhat Satisfied <input type="checkbox"/>	3 Satisfied <input type="checkbox"/>	4 Very Satisfied <input checked="" type="checkbox"/>
---	--	---	---

3. Will you use them again? Yes No

absolutely!

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

5. Would you purchase this product or use this vendor again?

*If not, please explain why in comments.

1 Very Unlikely <input type="checkbox"/>	2 Unlikely <input type="checkbox"/>	3 Probably <input type="checkbox"/>	4 Definitely <input checked="" type="checkbox"/>
---	--	--	---

SECTION 3 – END USER INPUT

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: The County's ISD Fleet Management Division has used Cherokee for many years and their reliability + quality work is excellent for ongoing maintenance as well as on site construction/projects.

Name / Title: _____ School / Department: Miami Dade, ISD, Fleet Mgt. Contact Telephone: 305-375-2818

Participant's Signature: [Signature] Date: 1/25/17
ISD Manager

SUPPLIER / PRODUCT EVALUATION ITEM

ATTACHMENT N

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return completed evaluation form to:

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 Technology and Support Services Center
 7720 West Oakland Park Boulevard, Sunrise, Florida 33351
 For assistance with this form, please contact (754) 321-0527 or
 E-mail to: karlene.grant@browardschools.com

SECTION 1 - SUPPLIER EVALUATION

Supplier Company Name: Cherokee Ent. Inc.
 Supplier Contact: Alex Sanchez
 Contact Telephone: (305) 828-3353
 Bid No.: 7809-1/20-1 Purchase Order No.: _____

What was the product / service? O&M of Storage Tank Systems

1. How do you rate the supplier in the following areas?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input type="checkbox"/>	Very Satisfied <input checked="" type="checkbox"/>

3. Will you use them again? Yes No

SECTION 2 - PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

5. Would you purchase this product or use this vendor again?

*If not, please explain why in comments.

1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input type="checkbox"/>	Definitely <input checked="" type="checkbox"/>

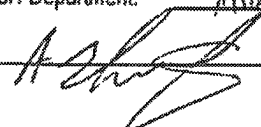
SECTION 3 - END USER INPUT

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: Cherokee Ent. Inc. has continuously provided excellent services to Miami Dade Transit (MDT) over the past 20 years

Name / Title: A. Sharif School / Department: Miami Dade Transit (MDT) Evaluation Form Completed by: Miami Dade Transit (MDT) Contact Telephone: (786) 469-5269

Participant's Signature:  Date: 1/23/17