

## **Solicitation BLD2117566P1**

### **Janitorial Services at FLL**

### **Bid Designation: Public**



**Broward County Board of County Commissioners**

## Bid BLD2117566P1 Janitorial Services at FLL

Bid Number BLD2117566P1  
Bid Title Janitorial Services at FLL

Bid Start Date In Held  
Bid End Date  
Question & Answer  
End Date

Bid Contact Randy Plunkett  
Purchasing Agent  
Purchasing Division  
rplunkett@broward.org

Bid Contact Carla Byrd  
Purchasing Manager  
Purchasing  
cbyrd@broward.org

Contract Duration 3 years  
Contract Renewal 2 annual renewals  
Prices Good for Not Applicable  
Pre-Bid Conference

**Attendance is mandatory**  
Location: Broward County Aviation Department  
Aviation Maintenance Facility  
3400 SW 2nd Avenue, 2nd Floor  
Ft. Lauderdale, FL 33315

Attendance at the pre-submittal conference is MANDATORY for Groups 1 and 2. Site visit attendance is MANDATORY for GROUP 2 and OPTIONAL for GROUP 1. Please make arrangements to be represented or your proposal will not be accepted. This information session presents an opportunity for the vendors to clarify any concerns regarding proposal requirements. Failure to attend the mandatory pre-submittal conference for Groups 1 and 2 and the mandatory site visit for GROUP 2 will deem the Vendor non-responsive for the group (s) requiring the mandatory attendance.

Fort Lauderdale-Hollywood International Airport requires all participants of this mandatory pre-submittal meeting and site visit for GROUP 2 to submit a fully completed Temporary Customs Border Patrol Access application for security clearance no later than TO BE DETERMINED. Applications must be emailed to FLLCustomsApp@broward.org. See attached document for instructions and application. You must also bring a government-issued photo ID with you on the day of the mandatory pre-submittal meeting. If you do not send this information by the above mentioned date, you will not be able to attend the mandatory site visit for the terminals.

If you require any auxiliary aids for communication, please call 357-6066 so that

arrangements can be made in advance.

Bid Comments

**Scope of Services:**

The Broward County Aviation Department seeks qualified Vendors through this Request for Proposals (RFP) to provide Janitorial Services for locations as listed within this solicitation. There are two (2) contracts to be awarded under this solicitation, Contract 1 for Group 1-Rental Car Center (RCC) and Contract 2 for Group 2-Terminals 1, 2, 3, 4 and the Airport Operations Control Center (AOCC). Please refer to the Specifications and Requirements. Proposers are encouraged to review this solicitation in its entirety.

**Price:** Price will be considered in final evaluation and ranking of qualified firms. Failure to completely fill out and submit price on the Item Response Form will deem vendor non-responsive.

**Goal Participation:**

This solicitation contains the following reserve and goal participation programs: County Business Enterprise Reserve; County Business Enterprise Goal Participation.

**Group 1 of this solicitation is reserved for Broward County certified County Business Enterprises (CBE). CBEs and non-CBEs may respond to this solicitation. If there are no CBE firms recommended for award, a non-CBE firm that has responded to the solicitation may be recommended for award, or the County may reject all solicitations.**

**Group 2 of this solicitation includes participation goals for Broward County certified County Business Enterprises. Refer to Special Instructions and the Office of Economic and Small Business Development Requirements section for additional information.**

**Living Wage Ordinance** applies to both contracts; refer to Living Wage Ordinance Requirements section for additional information. For contract renewal periods, the Broward County Board of County Commissioners is contemplating the increase of the qualifying health benefit amount to \$3.44 per hour effective January 1, 2021. Due to this projected increase, the County reserves the right to negotiate in the event of this rate change.

Workforce One Investment Program applies to both contracts. Refer to **Workforce Investment Program Requirements** section for additional information.

**Questions and Answers:** The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via BidSync.

**Submittals:** Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions. It is the Vendors sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. **Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through BidSync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.**

Item Response Form

Item	BLD2117566P1--01-01 - Group 1 (Rental Car Center): RCC Janitorial Services (Year 1)
Quantity	12 month
Unit Price	<input type="text"/>
Provide Percentage (%) of Bid Price is	<input type="text"/>
Labor Cost =	
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>Refer to Specifications and Requirements</u> N/A N/A FL 33301 Qty 12

Description

RCC Janitorial Services (Year 1)

Offered price shall be for each month service.

Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019.

Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--01-02 - Group 1 (Rental Car Center): RCC Janitorial Services (Year 2)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

**Description**

RCC Janitorial Services (Year 2)

Offered price shall be for each month service.

Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019 and annually adjusted as provided therein.

Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--01-03 - Group 1 (Rental Car Center): RCC Janitorial Services (Year 3)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

**Description**

RCC Janitorial Services (Year 3)

Offered price shall be for each month service.

Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021, including a projected qualifying health benefits amount of \$3.44.

Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--01-04 - Group 1 (Rental Car Center): RCC Janitorial Services (Year 4)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

**Description**

RCC Janitorial Services (Year 4)

Offered price shall be for each month service.

Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.

Price will be considered in the final evaluation and ranking of qualified firms.

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Item **BLD2117566P1--01-05 - Group 1 (Rental Car Center): RCC Janitorial Services (Year 5)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

**Description**

RCC Janitorial Services (Year 5)

Offered price shall be for each month service.

Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.

Price will be considered in the final evaluation and ranking of qualified firms.

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Item **BLD2117566P1--02-01 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 1 Janitorial Services (Year 1)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

**Description**

Terminal 1 Janitorial Services (Year 1)

Offered price shall be for each month service.

Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019.

Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--02-02 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 2 Janitorial Services (Year 1)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

**Description**

Terminal 2 Janitorial Services (Year 1)

Offered price shall be for each month service.

Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019.

Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--02-03 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 3 Janitorial Services (Year 1)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

**Description**

Terminal 3 Janitorial Services (Year 1)

Offered price shall be for each month service.

Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019.

Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--02-04 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 4 Janitorial Services (Year 1)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

**Description**

Terminal 4 Janitorial Services (Year 1)  
Offered price shall be for each month service.  
Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019.  
Price will be considered in the final evaluation and ranking of qualified firms.

Item	<b>BLD2117566P1--02-05 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): AOCC Janitorial Services (Year 1)</b>
Quantity	<b>12 month</b>
Unit Price	<input type="text"/>
Provide Percentage (%) of Bid Price is Labor Cost =	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>Refer to Specifications and Requirements</u> N/A N/A FL 33301 Qty 12

**Description**

AOCC Janitorial Services (Year 1)  
Offered price shall be for each month service.  
Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019.  
Price will be considered in the final evaluation and ranking of qualified firms.

Item	<b>BLD2117566P1--02-06 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 1 Janitorial Services (Year 2)</b>
Quantity	<b>12 month</b>
Unit Price	<input type="text"/>
Provide Percentage (%) of Bid Price is Labor Cost =	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>Refer to Specifications and Requirements</u> N/A N/A FL 33301 Qty 12

**Description**

Terminal 1 Janitorial Services (Year 2)  
Offered price shall be for each month service.  
Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019 and annually adjusted as provided therein.  
Price will be considered in the final evaluation and ranking of qualified firms.

Item	<b>BLD2117566P1--02-07 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 2 Janitorial Services (Year 2)</b>
Quantity	<b>12 month</b>
Unit Price	<input type="text"/>
Provide Percentage	<input type="text"/>

(%) of Bid Price is   
Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

Qty 12

**Description**

Terminal 2 Janitorial Services (Year 2)

Offered price shall be for each month service.

Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019 and annually adjusted as provided therein.

Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--02-08 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 3 Janitorial Services (Year 2)**

Quantity **12 month**

Unit Price

Provide Percentage

(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

Qty 12

**Description**

Terminal 3 Janitorial Services (Year 2)

Offered price shall be for each month service.

Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019 and annually adjusted as provided therein.

Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--02-09 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 4 Janitorial Services (Year 2)**

Quantity **12 month**

Unit Price

Provide Percentage

(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

Qty 12

**Description**

Terminal 4 Janitorial Services (Year 2)

Offered price shall be for each month service.

Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019 and annually adjusted as provided therein.

Price will be considered in the final evaluation and ranking of qualified firms.



**Item** BLD2117566P1--02-10 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): AOCC Janitorial Services (Year 2)

**Quantity** 12 month

**Unit Price**

**Provide Percentage (%) of Bid Price is**

**Labor Cost =**

**Delivery Location** **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
**Qty** 12

**Description**

AOCC Janitorial Services (Year 2)  
Offered price shall be for each month service.  
Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019 and annually adjusted as provided therein.  
Price will be considered in the final evaluation and ranking of qualified firms.

**Item** BLD2117566P1--02-11 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 1 Janitorial Services (Year 3)

**Quantity** 12 month

**Unit Price**

**Provide Percentage (%) of Bid Price is**

**Labor Cost =**

**Delivery Location** **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A  
N/A FL 33301  
**Qty** 12

**Description**

Terminal 1 Janitorial Services (Year 3)  
Offered price shall be for each month service.  
Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021, including a projected qualifying health benefits amount of \$3.44.  
Price will be considered in the final evaluation and ranking of qualified firms.

**Item** BLD2117566P1--02-12 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 2 Janitorial Services (Year 3)

**Quantity** 12 month

**Unit Price**

**Provide Percentage (%) of Bid Price is**

**Labor Cost =**

**Delivery Location** **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
N/A

N/A FL 33301  
Qty 12

**Description**

Terminal 2 Janitorial Services (Year 3)  
Offered price shall be for each month service.  
Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021, including a projected qualifying health benefits amount of \$3.44.  
Price will be considered in the final evaluation and ranking of qualified firms.

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Item	<b>BLD2117566P1--02-13 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 3 Janitorial Services (Year 3)</b>
Quantity	<b>12 month</b>
Unit Price	<input type="text"/>
Provide Percentage (%) of Bid Price is	<input type="text"/>
Labor Cost =	
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>Refer to Specifications and Requirements</u> N/A N/A FL 33301 Qty 12

**Description**

Terminal 3 Janitorial Services (Year 3)  
Offered price shall be for each month service.  
Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021, including a projected qualifying health benefits amount of \$3.44.  
Price will be considered in the final evaluation and ranking of qualified firms.

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Item	<b>BLD2117566P1--02-14 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 4 Janitorial Services (Year 3)</b>
Quantity	<b>12 month</b>
Unit Price	<input type="text"/>
Provide Percentage (%) of Bid Price is	<input type="text"/>
Labor Cost =	
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>Refer to Specifications and Requirements</u> N/A N/A FL 33301 Qty 12

**Description**

Terminal 4 Janitorial Services (Year 3)  
Offered price shall be for each month service.  
Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021, including a projected qualifying health benefits amount of \$3.44.  
Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--02-15 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): AOCC Janitorial Services (Year 3)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

**Description**

AOCC Janitorial Services (Year 3)

Offered price shall be for each month service.

Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021, including a projected qualifying health benefits amount of \$3.44.

Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--02-16 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 1 Janitorial Services (Year 4)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

**Description**

Terminal 1 Janitorial Services (Year 4)

Offered price shall be for each month service.

Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.

Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--02-17 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 2 Janitorial Services (Year 4)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301  
Qty 12

**Description**

Terminal 2 Janitorial Services (Year 4)  
Offered price shall be for each month service.  
Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.  
Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--02-18 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 3 Janitorial Services (Year 4)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

**Description**

Terminal 3 Janitorial Services (Year 4)  
Offered price shall be for each month service.  
Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.  
Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--02-19 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 4 Janitorial Services (Year 4)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

**Description**

Terminal 4 Janitorial Services (Year 4)  
Offered price shall be for each month service.  
Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.  
Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--02-20 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): AOCC Janitorial Services (Year 4)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

**Description**

AOCC Janitorial Services (Year 4)

Offered price shall be for each month service.

Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.

Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--02-21 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 1 Janitorial Services (Year 5)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

**Description**

Terminal 1 Janitorial Services (Year 5)

Offered price shall be for each month service.

Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.

Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--02-22 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 2 Janitorial Services (Year 5)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301  
Qty 12

**Description**

Terminal 2 Janitorial Services (Year 5)  
Offered price shall be for each month service.  
Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.  
Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--02-23 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 3 Janitorial Services (Year 5)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

**Description**

Terminal 3 Janitorial Services (Year 5)  
Offered price shall be for each month service.  
Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.  
Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--02-24 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): Terminal 4 Janitorial Services (Year 5)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

**Description**

Terminal 4 Janitorial Services (Year 5)  
Offered price shall be for each month service.  
Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.  
Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--02-25 - Group 2 (Terminals 1, 2, 3, 4 and AOCC): AOCC Janitorial Services (Year 5)**

Quantity **12 month**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

**Description**

AOCC Janitorial Services (Year 5)

Offered price shall be for each month service.

Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.

Price will be considered in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--03-01 - Group 2 (Optional Services): Optional Item: Additional Space [Common Areas (Year 1)]**

Quantity **300000 square foot**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

No Location Specified

Qty 300000

**Description**

Optional Item: Additional Space [Common Areas (Year 1)]

Offered price shall be for each square foot (SF) per month.

Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019.

Price will not be considered for Optional Items in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--03-02 - Group 2 (Optional Services): Optional Item: Additional Space [Common Areas (Year 2)]**

Quantity **300000 square foot**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

No Location Specified

Qty 300000

**Description**

Optional Item: Additional Space [Common Areas (Year 2)]

Offered price shall be for each square foot (SF) per month.

Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019 and annually adjusted as provided therein.

Price will not be considered for Optional Items in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--03-03 - Group 2 (Optional Services): Optional Item: Additional Space [Common Areas (Year 3)]**

Quantity **300000 square foot**

Unit Price

Provide Percentage

(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

No Location Specified

Qty 300000

**Description**

Optional Item: Additional Space [Common Areas (Year 3)]

Offered price shall be for each square foot (SF) per month.

Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021, including a projected qualifying health benefits amount of \$3.44.

Price will not be considered for Optional Items in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--03-04 - Group 2 (Optional Services): Optional Item: Additional Space [Common Areas (Year 4)]**

Quantity **300000 square foot**

Unit Price

Provide Percentage

(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

No Location Specified

Qty 300000

**Description**

Optional Item: Additional Space [Common Areas (Year 4)]

Offered price shall be for each square foot (SF) per month.

Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.

Price will not be considered for Optional Items in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--03-05 - Group 2 (Optional Services): Optional Item: Additional Space [Common Areas (Year 5)]**

Quantity **300000 square foot**

Unit Price

Provide Percentage

(%) of Bid Price is



Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

No Location Specified

Qty 300000

**Description**

Optional Item: Additional Space [Common Areas (Year 5)]

Offered price shall be for each square foot (SF) per month.

Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.

Price will not be considered for Optional Items in the final evaluation and ranking of qualified firms.

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Item **BLD2117566P1--03-06 - Group 2 (Optional Services): Optional Item: Additional Space [Offices (Year 1)]**

Quantity **60000 square foot**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

No Location Specified

Qty 60000

**Description**

Optional Item: Additional Space [Offices (Year 1)]

Offered price shall be for each square foot (SF) per month.

Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019.

Price will not be considered for Optional Items in the final evaluation and ranking of qualified firms.

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Item **BLD2117566P1--03-07 - Group 2 (Optional Services): Optional Item: Additional Space [Offices (Year 2)]**

Quantity **60000 square foot**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

No Location Specified

Qty 60000

**Description**

Optional Item: Additional Space [Offices (Year 2)]

Offered price shall be for each square foot (SF) per month.

Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019 and annually adjusted as provided therein.

Price will not be considered for Optional Items in the final evaluation and ranking of qualified firms.

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Item **BLD2117566P1--03-08 - Group 2 (Optional Services): Optional Item: Additional Space [Offices (Year 3)]**

Quantity **60000 square foot**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

No Location Specified

Qty 60000

**Description**

Optional Item: Additional Space [Offices (Year 3)]  
Offered price shall be for each square foot (SF) per month.  
Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021, including a projected qualifying health benefits amount of \$3.44.  
Price will not be considered for Optional Items in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--03-09 - Group 2 (Optional Services): Optional Item: Additional Space [Offices (Year 4)]**

Quantity **60000 square foot**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

No Location Specified

Qty 60000

**Description**

Optional Item: Additional Space [Offices (Year 4)]  
Offered price shall be for each square foot (SF) per month.  
Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.  
Price will not be considered for Optional Items in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--03-10 - Group 2 (Optional Services): Optional Item: Additional Space [Offices (Year 5)]**

Quantity **60000 square foot**

Unit Price

Provide Percentage  
(%) of Bid Price is

Labor Cost =

Delivery Location **Broward County Board of County Commissioners**

No Location Specified

Qty 60000

**Description**

Optional Item: Additional Space [Offices (Year 5)]  
Offered price shall be for each square foot (SF) per month.  
Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.  
Price will not be considered for Optional Items in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--03-11 - Group 2 (Optional Services): Optional Item: Special Events Labor (Year 1)**  
Quantity **350 hour**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
No Location Specified

Qty 350

**Description**

Optional Item: Special Events Labor (Year 1)  
Offered prices shall be for each hour for each laborer.  
Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019.  
Price will not be considered for Optional Items in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--03-12 - Group 2 (Optional Services): Optional Item: Special Events Labor (Year 2)**  
Quantity **350 hour**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
No Location Specified

Qty 350

**Description**

Optional Item: Special Events Labor (Year 2)  
Offered prices shall be for each hour for each laborer.  
Price shall be inclusive of Living Wage Ordinance requirements effective January 1, 2019 and annually adjusted as provided therein.  
Price will not be considered for Optional Items in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--03-13 - Group 2 (Optional Services): Optional Item: Special Events Labor (Year 3)**  
Quantity **350 hour**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
No Location Specified

Qty 350

**Description**

Optional Item: Special Events Labor (Year 3)  
Offered prices shall be for each hour for each laborer.  
Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021, including a projected qualifying health benefits amount of \$3.44.  
Price will not be considered for Optional Items in the final evaluation and ranking of qualified firms.

Item **BLD2117566P1--03-14 - Group 2 (Optional Services): Optional Item: Special Events Labor (Year 4)**  
Quantity **350 hour**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**

No Location Specified

Qty 350

**Description**

Optional Item: Special Events Labor (Year 4)

Offered prices shall be for each hour for each laborer.

Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.

Price will not be considered for Optional Items in the final evaluation and ranking of qualified firms.

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Item	<b>BLD2117566P1--03-15 - Group 2 (Optional Services): Optional Item: Special Events Labor (Year 5)</b>
Quantity	<b>350 hour</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

Qty 350

**Description**

Optional Item: Special Events Labor (Year 5)

Offered prices shall be for each hour for each laborer.

Price shall be inclusive of Living Wage Ordinance requirements, as amended, effective January 1, 2021 and annually adjusted as provided within the ordinance, including a projected qualifying health benefits amount of \$3.44.

Price will not be considered for Optional Items in the final evaluation and ranking of qualified firms.

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## 1. GENERAL INFORMATION

### 1.1. Scope

1. Contractor shall furnish all necessary labor, cleaning supplies, materials, equipment, tools, vehicles, uniforms, chemicals, and supervision necessary for the coordination, administration, and execution of the Janitorial Services for Group 1 at the Broward County Fort Lauderdale-Hollywood International Airport's Rental Car Center ("Services").
2. Due to the high volume and density of passengers and persons utilizing the Broward County Fort Lauderdale-Hollywood International Airport ("FLL" or "Airport"), quality services shall be required in order to maintain a professional, clean, and safe environment at all times twenty-four (24) hours per day, seven (7) days per week, 365 days per year, including all weekends and holidays observed by the federal, state, and county governments and/or Contractor. A two (2) week supply of janitorial products and supplies shall be required to maintain the Agreement standards for the Service Areas, to ensure there is always sufficient stock in the event of unforeseen weather delays or other events that may prevent deliveries.
3. The cleaning equipment, product specifications, and standards of performance contained within this Scope of Services shall be the minimum requirements to perform acceptable janitorial services at the RCC. Lack of staff or equipment shall not be accepted by the Broward County Aviation Department ("BCAD") as a reason for failure to perform. It is not BCAD's intent to require a specific brand of supplies or equipment; however, BCAD reserves the right to review Contractor's proposed cleaning equipment and materials. If the selected equipment or materials do not, in BCAD's sole opinion, provide effective sanitation or cleanliness, BCAD may require alternate cleaning equipment or materials that conform to specifications and industry standards. BCAD reserves the right to obtain samples and conduct independent testing to verify product effectiveness, compliance with the criteria below, and the accuracy of the Material Safety Data Sheet ("MSDS").

### 1.2. Definitions

Routine:	Commonplace tasks, chores, or duties as must be done regularly or at specified intervals as described in the specifications, typical or everyday activity.
Non-Routine:	Jobs and tasks that are performed irregularly or being performed for the first time.
Emergency:	Sudden, unexpected, or impending situation that may cause injury, loss of life, damage to the property, and/or interference with the normal activities of the Airport and which, therefore, requires immediate attention and remedial action.

### 1.3. Service Areas

Service Areas are described and shown on Attachment 1 of this Request for Proposals ("RFP") for Group 1. The Service Areas are color coded to indicate the location and approximate square footage of the areas for this all-inclusive, performance-based, janitorial service Agreement.

### 1.4. Phase-in Period

During the period between the Agreement's Effective Date and the Commencement Date, Contractor shall:

1. Attend a start-up meeting with BCAD no later than five (5) business days after the Agreement's Effective Date. The meeting may include a walk-through of the RCC to

ensure that the scheduling of activities in conjunction with the airlines and tenant operations is fully understood.

2. Immediately initiate the process to obtain security identification media to all employees assigned to perform Services hereunder.
3. Schedule an on-site orientation between BCAD and Contractor's managers and key personnel.
4. Survey areas of storage for equipment, inventory and distribution.
5. Prepare an initial plan for delivery of materials and supplies.
6. Finalize plans and schedules to cover all services to be performed ("Service Plan"). The Service Plan shall be subject to review and approval by Contract Administrator.

#### 1.5. Scheduling of Work

1. All Services shall be scheduled to avoid delays to airline and tenant operations. Contractor shall coordinate with the Contract Administrator all Services that will necessitate temporary interruptions to Airport services.
2. Contractor shall not commence non-routine work in any area until:
  - a. The proposed work has been coordinated with and approved by the Contract Administrator, and
  - b. All required security and safety measures and temporary markings are in place.

#### 1.6. Shifts/Staffing

Shift hours shall be as described below. Prior written approval from the Contract Administrator shall be required to change shift hours.

- First Shift ..... 6:00 a.m. to 2:30 p.m.
- Second Shift ..... 2:00 p.m. to 10:30 p.m.
- Third Shift ..... 10:00 p.m. to 6:30 a.m.

1. Contractor shall have sufficient staff scheduled to cover employee breaks and shift changes. A Service Area shall never be without employee coverage due to breaks or shift changes.
2. Contractor shall ensure that there are no inefficiencies between shift changes. Shift changes shall be conducted in a smooth and professional manner. Contractor's employees shall not leave their post at the end of their shift until their replacement arrives.
3. BCAD reserves the right to designate specific cleaning times for Service Areas when deemed necessary for Airport operations ("Specific Service Times"). The Contract Administrator may give written notice of a change, addition, or deletion of any Specific Service Times. Upon notification by the Contract Administrator, Contractor shall adjust its Service Plan accordingly, and submit a revised Service Plan to the Contract Administrator within five (5) days of receipt of notice.

## 2. COUNTY RESPONSIBILITIES

### 2.1. Assigned Space

1. BCAD shall provide Contractor with space at FLL, in various locations and in various sizes, as determined appropriate in County's sole discretion, to be used for office space, employee break area(s), and storage space ("Assigned Space").

2. Assigned Space shall be used solely for delivering the Services. All personal property placed in Assigned Space shall remain the property of Contractor or its employees and shall be placed therein at the risk of Contractor and its employees.
  3. Contractor must arrange for frequent replenishment of supplies to maintain stock in Assigned Space used for storage. Contractor shall store its supplies, materials, and equipment in the spaces designated by the Contract Administrator.
  4. Contractor shall keep all Assigned Space clean of all rubbish and debris and shall maintain the Assigned Space in a neat and clean condition at all times. Contractor, at its sole expense, shall properly dispose of all surplus materials and supplies, garbage, rubbish, and garbage. Floors must be clean and have a fresh applicable finish and mop sinks must be free of scum and build up. Assigned Space shall be cleaned at the end of each work shift. Assigned Space shall be subject to inspection by County at any time.
  5. All Assigned Space visible to, or in areas accessible by, the public, shall be kept closed and locked. No materials or equipment may be stored or temporarily left unattended in restrooms or other spaces accessible to the public.
  6. Soiled, oily, or wet cleaning rags shall not be stored in Assigned Space or on County property.
  7. All chemicals, solutions, or other liquids must be stored in their proper containers with the lid or top properly secured and correctly marked with United States Environment Protection Agency ("EPA") approved labels, including all warnings and antidote requirements. Handwritten, makeshift, or unprofessional labels shall not be allowed.
  8. Contractor shall comply with all fire regulations.
  9. BCAD, due to operational needs, as determined in its sole discretion, may require the relocation of any Assigned Space. In such event, Contractor shall move into the relocated Assigned Space within the time-period specified in the written notice from the Contract Administrator. Any relocation shall be at Contractor's sole cost and expense.
  10. Contractor shall be responsible for the payment of all phone and data charges that are charged or assessed with respect to its use of Assigned Space.
  11. Contractor may not make any alteration, adjustment, partition, addition, or improvement to any Assigned Space without obtaining prior written consent of the Contract Administrator.
  12. Contractor shall peaceably surrender and deliver all Assigned Space to County upon the expiration or earlier termination of this Agreement. Contractor shall leave all Assigned Space in the condition existing at the time it began its use of any Assigned Space, normal wear and tear excepted.
- 2.2. Inspectors, Building Managers, and Contract Administrator
1. The Contract Administrator may designate and authorize one (1) or more County employees as an inspector(s) ("Inspector(s)"). The Inspector(s) shall be given the authority to inspect and monitor the performance and progress of the Services. Additionally, all BCAD building managers ("Building Manager(s)") shall be authorized to inspect and monitor the performance and progress of the Services.



2. An Inspector or Building Manager shall have the authority to suspend the performance of Services until any Service issue(s) is addressed by the Contract Administrator and/or Contractor.
3. The Contract Administrator may request the Contractor to remove any employee from performing Services at the Airport if it is determined that the employee is violating the terms and conditions of this Agreement.
4. The Contract Administrator, Building Manager(s), or Inspector(s) shall communicate daily work requests or report daily deficiencies to Contractor via e-mail or telephone.
5. A Building Manager, Inspector, or Contract Administrator shall not act as a foreman or supervisor for Contractor and shall not interfere with Contractor's supervision or direction of its employees. However, should there be a safety concern or a situation that requires immediate attention to protect the safety of Airport users and Contractor's supervisor is not visible or in the area, the Contract Administrator, Building Manager, or Inspector may provide directives in order to protect the safety of Airport users.

2.3. Coordination of Services

BCAD shall make reasonable efforts to coordinate the operations and activities at the Airport to minimize interference with Contractor's performance of Services.

2.4. Employee Food Service

County may, in its sole discretion, allow the Contractor to utilize BCAD's current vending machine contract, at Contractor's sole cost, to place soda and snack machines in Assigned Spaces utilized as employee break area(s). Only vending machines secured through the County's current vending machine contract shall be permitted. Food service provided by Contractor at FLL for its employees shall be limited to vending machines.

2.5. Modification to Service Areas or Services.

BCAD reserves the right to modify Service Areas. Modifications may include, but are not limited to, Service Area expansion due to the addition to existing facilities or the acquisition or construction of new facilities or the deletion resulting from the demolition or removal of existing facilities. Any adjustment of Rates shall be as set forth in Exhibit B of the Agreement.

2.6. Performance Inspections

1. The Contract Administrator or building manager(s) shall conduct daily, weekly, monthly, and quarterly random inspections of the Service Areas to review Contractor's compliance with the performance standards established in Sections 4 and 5 herein.
2. Contractor's Contract Supervisor, Project Manager, Assistant Project Manager, or other designee shall be required to participate on a monthly basis in a joint inspection of each Service Area with the Contract Administrator.

2.7. Utilities

County shall provide water and electric necessary to perform the required Services at no cost to Contractor.

3. CONTRACTOR'S RESPONSIBILITIES

3.1. Access

1. The Contract Administrator shall designate Airport access routes, entrance gates or doors, parking, Assigned Space, and time limitations that must be used by Contractor to perform the Services ("Access Designations"). Contractor shall conduct its Services in strict compliance with all Access Designations.
2. Contractor shall require all of its employees to comply with all Access Designations.

### 3.2. Accident Reporting

Contractor shall immediately notify the Airport Operations Control Center ("AOCC") and Airport Broward Sheriff's Office ("BSO") of any accidents or incidents arising from the performance of the Services hereunder that involve bodily or property injury to Airport users or Airport property.

### 3.3. Attendance

1. All employees of the Contractor or any Subcontractor must document their presence at the Airport while performing Services via an on-site automated electronic time and attendance recording system ("Employee Time System"). The Employee Time System shall be provided at Contractor's sole cost and expense and shall record hours worked, absences, and tardiness for each employee.
2. Daily, and within three (3) hours of the start time of each shift, Contractor shall provide the Contract Administrator with an employee roster that includes the name, designated work area, and duties of each employee performing Services during each shift.
3. Contractor shall assign its personnel to specific Service Areas to perform the Services and shall identify each employee's assigned work area(s) on a weekly organizational chart ("Weekly Organizational Chart"). The Weekly Organization Chart shall be provided to the Contract Administrator no later than 7 a.m. every Monday and document the employee assignments for the following workweek. The Weekly Organizational Chart must be updated to reflect current employee work assignments.
4. Contractor's personnel shall be in their assigned work areas, properly equipped, and ready to begin work at the beginning of their shift and shall remain in their assigned work areas during the entire work shift, exclusive of scheduled breaks.
5. Contractor's personnel shall not eat or take breaks within their assigned work areas. Scheduled breaks shall be in designated break areas and out of public view.
6. Contractor shall submit the actual number of employees performing Services hereunder on the first, second, and third shifts on daily, weekly and monthly reports.
7. Contractor shall schedule staggered employee breaks as necessary to maintain continual cleaning operations. No area shall be left unattended due to breaks or shift change.

### 3.4. Chemical Reporting

1. Contractor shall submit a written report on an annual basis reporting all chemicals and hazardous substances used in delivering the Services. The report shall be updated within ten (10) days following any change to the chemicals or hazardous substances previously reported. The report shall be submitted in Microsoft® Word or Excel format and include descriptions of all the chemicals and hazardous substances used at FLL and the intended and actual use thereof.

2. A copy of the current MSDS for each chemical or hazardous material reported shall accompany the report.
3. Special Note: The use of lotion-type liquid hand soap within existing dispensers is prohibited at FLL.
4. Upon request, Contractor shall meet with the Contract Administrator to discuss the use of any new chemical or hazardous materials to perform the Services hereunder.
5. Contractor shall maintain a library of current MSDS sheets for all chemicals and hazardous substances used to perform the Services.
6. The cost of each cleaning chemical and all paper products used at the Airport shall be separately logged and maintained by Contractor. The data must be provided to the Contract Administrator upon request.

### 3.5. Cleaning Frequencies

1. Contractor shall be solely responsible for the cleanliness of the RCC at all times. A yearly schedule of daily cleaning items and project cleaning program ("Service Plan") shall be attached as Attachment 2 to the Agreement. The Service Plan shall be subject to the prior approval of the Contract Administrator. Contractor shall complete the Services as indicated in the Service Plan. If Contractor fails to complete the Services in compliance with the Service Plan, or if in the opinion of the Contract Administrator, Contractor's work methods are not adequate to ensure completion of the Services as scheduled, the Contract Administrator may direct the Contractor, at no additional cost to County, to revise the Service Plan and/or use additional personnel to ensure completion of the work in a timely manner.
2. Contractor shall schedule daily cleaning to achieve complete RCC cleanliness in all Service Areas and shall comply with the Management Plan, Exhibit H and Service Plan, Exhibit I of the Agreement in order to cover all functions of the required Services, including but not limited to, hard floor/carpet cleaning and interior/exterior window spot cleaning. Contractor shall respond immediately to all trouble calls issued from the AOCC, which may include, but not be limited to, notice of spills, debris, or biohazard cleanup. BCAD reserves the right to require changes to the Management Plan and Service Plan. Contractor shall schedule work in a way that does not disrupt the functions and normal day-to-day procedures of the Airport and Airport users. BCAD reserves the right to require changes to any cleaning frequencies that it deems necessary in its sole discretion.

### 3.6. Communications, Contact Information, and Coordination

1. Contractor shall provide cell phones to its key employees. The Contractor shall ensure that the Contract Administrator has contact information (cell phone numbers and e-mail addresses) of Contractor's personnel responsible for implementing the requirements of this Agreement on a twenty-four (24) hours per day, seven (7) days per week, 365 days per year basis, including all weekends and holidays observed by the federal, state, and county governments and/or Contractor.
2. Contractor shall provide communication devices including, but not limited to, cell phones and two-way radios to each shift supervisor, management team member, and any other key employees to enable effective communications to and from the AOCC, BCAD Building Managers, and other BCAD employees. Contractor shall provide all necessary maintenance, chargers, and accessories for all communication devices.

3. The Contractor shall provide at its sole cost, a sufficient number of two-way radios to be used by its employees. In addition, the Contractor shall provide one (1) desktop base station two-way radio to the AOCC and five (5) additional hand held two-way radios and chargers to BCAD Maintenance Division to provide direct communication and/or dispatch with BCAD. Desk Top Station should be Motorola XPR 5550 or equal. Product must be approved by BCAD before acceptance.
  4. Contractor shall respond to all "immediate action calls" within five (5) minutes of radio call by the AOCC. "Immediate action calls" shall mean verbal notice to Contractor informing Contractor of the discovery of a deficiency or situation that has the potential to create, or has created, a safety or health hazard, or inconvenience to Airport users.
  5. Contractor shall maintain a 24-hour telephone response number for emergency service on a cellular phone at its sole cost. Maximum telephone response time for off-site managers shall be thirty (30) minutes from receipt of verbal notice from BCAD. The on-site shift supervisor shall coordinate all necessary services within ten (10) minutes of written or verbal notification by BCAD of the emergency.
  6. Contractor shall maintain, at all times, an active e-mail address for electronic communications.
  7. All shift managers must have an active e-mail address and must monitor communications throughout their shift.
  8. Contractor shall maintain communication with the onsite manager, either by radio or cellular telephone, for immediate contact.
  9. Unless specifically authorized in this Section 3.6, Contractor's employees are prohibited from using personal cell phones or electronic devices while on duty. Telephone calls made by or received by Contractor's employees are restricted to the Assigned Space. Emergency calls shall be placed and received only at telephones located in Assigned Space. Contractor shall maintain a list of emergency telephone numbers, including but not limited to, police and fire departments, located within Assigned Space.
- 3.7. Conduct Standards
1. Contractor shall be responsible for maintaining and enforcing satisfactory standards of employee conduct including, but not limited to, competency, courtesy, appearance, honesty, and integrity.
  2. Contractor's employees shall conduct themselves in a safe and orderly manner at all times while at the Airport, whether on or off duty.
  3. While at the Airport, Contractor's employees shall not fight, use, possess, or be under the influence of alcohol and/or drugs, engage in any immoral conduct, including, but not limited to, gambling, soliciting, or stealing. Except to the extent required under this Agreement, Contractor's employees shall not take pictures or videos while on duty.
  4. Contractor must ensure that its employees are knowledgeable of all security requirements at the Airport, including those in Section 2-39 of the Broward County Code of Ordinances, which may be found at [https://library.municode.com/fl/broward\\_county/codes/code\\_of\\_ordinances?nodeId=PTII\\_COOR\\_CH2AIAI\\_ARTIIIFOLALLINAI\\_DIV1GEPR\\_S2-39AISEANCOFOLALLINAI](https://library.municode.com/fl/broward_county/codes/code_of_ordinances?nodeId=PTII_COOR_CH2AIAI_ARTIIIFOLALLINAI_DIV1GEPR_S2-39AISEANCOFOLALLINAI).

### 3.8. Damage Responsibility

1. Contractor shall be responsible for the repair or replacement of any items damaged from, relating to, or in connection with its delivery of the Services. In the event Contractor fails to repair or replace any damaged items, County reserves the right to repair and replace, or cause the repair and replacement and Contractor shall be responsible for all costs incurred by County. Contractor shall pay all costs incurred by County within fifteen (15) days of written demand from County, or County may deduct the costs from any payment due Contractor as County may elect.
2. Contractor shall submit a written report detailing the incident and extent of the damage and include pictures to BCAD Operations and the Contract Administrator within 24 hours following Contractor's damage to property and/or equipment.
3. All supplies, materials, equipment and any other personal property of Contractor or its employees placed at the RCC shall remain the property of Contractor or Contractor's employees, and shall be placed at the RCC at the risk of Contractor or its employees. Contractor shall be solely responsible for taking the action necessary to protect its supplies, materials, equipment, and the personal property of its employees, from loss, damage, or theft.

### 3.9. Delivery of Supplies

Contractor and its Subcontractors shall schedule deliveries of supplies and Services during times that will cause minimum disruption and inconvenience to BCAD, Airport users, or Airport operations. The Contract Administrator may require changes in the time of any deliveries when determined to be in the best interest of Airport operations.

### 3.10. Employees

The Contract Administrator may request that the Contractor prohibit an employee from performing any Services hereunder following a determination by the Contract Administrator that the employee committed the following:

- a) Neglect of duty, absenteeism, or sleeping on the job.
- b) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.
- c) Theft, scavenging, vandalism, immoral conduct, or any other criminal action.
- d) Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or other substances that produce similar effects while on duty.
- e) Breach of Airport security requirements.

### 3.11. Emergency Response and Irregular Operations

1. Contractor shall respond to unusual or irregular operational requests, emergency calls, special events, plumbing repairs and/or drain back-ups, weather related cleanup, or unforeseen circumstances at no additional cost. The Airport is a constantly changing, twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year environment, and unforeseen and/or irregular operations outside of the normal scope of work are to be expected.

2. An emergency call means a report of a condition/failure that has the potential to create, or has created, an immediate danger to persons or property ["Emergency Call(s)"]. An Emergency Call, includes, but is not limited to, plumbing problems that cause flooding, leaking ceilings/roofs, sewage backups, and broken water pipes. During a large emergency such as floods or sewer backups, Contractor may be required to reassign personnel from other non-critical duties for the duration of the emergency. Contractor shall respond immediately to all Emergency Calls and shall provide and use proper safety gear, signage, or barricades to ensure the safety its employees and Airport users.
3. If an Emergency Call involves an event that interrupts or otherwise adversely affects Airport operations or Airport tenants, Contractor shall respond, with all appropriate equipment and personnel to the site of the emergency within fifteen (15) minutes of the Emergency Call and remain on-site until the problem has been resolved or BCAD gives permission to leave.
4. The Contract Administrator may request Contractor to perform additional cleaning related services ("Special Assignment") when deemed necessary for Airport operations. Upon prior written authorization by Contract Administrator, Contractor may submit an invoice utilizing the rate on the Item Response Form in the event the Special Assignment required Contractor to utilize additional personnel. Submission of an invoice shall not be permitted if the Special Assignment was completed utilizing Contractor's regularly scheduled employees.

### 3.12. Energy Conservation

1. Contractor shall instruct employees in energy conservation practices. Contractor shall not waste electricity, water, heat, air conditioning, or other utilities.
2. Lights in non-public areas shall be used only when Services are being performed in the area.
3. In situations where energy management systems have automatic shut off lighting, Contractor may manually turn on the lighting when performing Services in the area. Contractor must turn the lighting off when leaving the area.
4. Contractor shall not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems except in cases of emergency to shut off the systems.
5. Water faucets or valves shall be turned off following the completion of Services.
6. Malfunctioning or leaking faucets, toilets, and urinals must be reported to the AOCC immediately.

### 3.13. Equipment

1. All equipment necessary to perform the Services shall be provided and maintained by Contractor at its sole cost and must comply with all Occupational Safety Health Administration ("OSHA") standards and requirements. The Contract Administrator shall be provided with a detailed equipment inventory including date of purchase, manufacturer name, model number, capabilities, and maintenance/warranty schedule. Additionally, Contractor shall maintain written logs for all powered equipment indicating the date of purchase and the dates of all maintenance and repair activities. Contractor shall also maintain the manufacturer specification technical sheets for all powered equipment. The

Contract Administrator or designee may review the logs and inspect equipment repair facilities and processes on a random basis

2. Equipment kept at the RCC shall include, at a minimum, the following: safety signs, power driven floor scrubbing machines, back pack vacuums, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, necessary motor trucks, brooms, brushes, mops, pails, dust cloths, dust wands, riding vacuum cleaners with HEPA filters, floor machines for surfacing non-carpeted floors, wet-dry tank vacuum cleaners, buffers, shampoo machines, truck mounted extractors, portable extractors, gondolas (or equal) for removing trash from the facilities, boom lift, scissor lift, floor grinder, commercial portable air blowers, commercial portable dehumidifiers, vehicle to haul trash, escalator cleaner, pressure washers, sweepers, and brushes.
3. On the Agreement's Effective Date, all equipment necessary to perform the Services hereunder must be new or have been in service no more than one (1) year prior to the Agreement's Effective Date. Equipment must be of the size and type customarily used in work required herein. Modified or non-standard equipment shall only be permitted with the prior written approval of the Contract Administrator. Contractor shall not use, or shall immediately discontinue the use of, any equipment that damages or may cause damage the RCC or its contents. All equipment and vehicles used to provide Services hereunder shall be subject to approval by the Contract Administrator.
4. Contractor shall have an established program to provide preventative maintenance and repair of equipment. Contractor shall ensure that an appropriate number of machines are in working order each night to perform the required Services. Contractor shall provide to the Contract Administrator a list of critical equipment that will be accessible off-site for use as backup in the event that necessary equipment is out of service for more than two (2) days. Lack of equipment shall not justify a failure to perform Services.
5. Contractor's equipment, signs, carts, barrels, barricades, and tools used within the view of Airport users shall be kept clean and free of accumulated dirt, grime, grease, stickers, tape, and markings. All identification labels, names, or markings must be professionally designed and applied.
6. Contractor may use designated RCC electrical power outlets (110 volts) to operate equipment. Contractor shall be responsible for any damage caused to the electrical outlets and outlet covers caused by the improper connection or disconnection of equipment.
7. All equipment used by Contractor to perform Services shall meet the following requirements:
  - a) Vacuum Cleaners shall be of commercial grade, dual motor driven with HEPA filtration or equipment that meets OSHA standards, and contain a bristle beater bar. Backpack and canister vacuum cleaners must contain a powered head. All vacuum cleaners shall be certified by the Carpet & Rug Institute's Green Label Plus testing program or equivalent for vacuum cleaners and operate with a sound level at less than 70 decibels ("dBA").
  - b) Carpet extraction equipment used for restorative deep cleaning must be certified by the Carpet and Rug Institute's Seal of Approval Program for deep-cleaning extractors.

- c) Propane powered truck mount type extractors are preferred over gasoline models. Power truck mounted extractors must contain properly maintained manufacture's factory emission system(s) and safety and warning devices.
  - d) Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, shall be equipped with vacuums, guards and/or other devices for capturing fine particulates and operate with a sound level of less than 75 dBA.
  - e) Automated scrubbing machines shall be equipped with variable-speed feed pumps or acceptable alternative. Scrubbing machines shall use only tap water with no added cleaning products.
  - f) Battery-powered equipment shall be equipped with environmentally preferable gel batteries when stored/charged in areas outside of designated charging rooms.
  - g) Powered equipment shall be ergonomically designed to minimize vibration, noise, and user fatigue.
  - h) Equipment shall be designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.
  - i) Propane-powered cleaning equipment must receive prior written approval from Contract Administrators before use and shall contain proper emission and safety guards.
  - j) All hot water extraction equipment for deep cleaning carpet must be capable of removing sufficient moisture so that carpets are dry to the touch in less than four (4) hours and completely dry in less than twenty-four (24) hours.
  - k) All electrical equipment shall comply with all applicable safety requirements, including but not limited to, the use of ground fault interrupters or a wiring inspection program to assure the integrity of ground pins, grounding continuity, strain relief and insulation quality of plugs and cords. Electrical equipment must operate at full rated performance levels using existing building circuits. Contractor shall prohibit, and prevent the operation or attempted operation of, electrical equipment or combinations of electrical equipment that require power exceeding the capacity of existing building circuits.
8. Multiple extension cords shall not be connected together (daisy-chain) when operating corded equipment. Power cords shall be maintained with no frayed, taped, or spliced parts. All ground prongs shall be original and not cut or removed. If any power outlet is found to be de-energized, Contractor shall report the situation to AOCC immediately.
9. Prior to the beginning of each work shift, each janitorial closet, each janitorial cart, and each employee shall be provided with the appropriate equipment, tools, chemicals, and supplies.
10. At all times, no less than thirty (30) properly maintained and filled Bio-Hazard Spill-Control Kits ("spill kits") shall be located in specified janitorial closets and other appropriate locations approved by the Contract Administrator. Spill kits shall contain appropriate absorbents, equipment, and safety gear to respond to biohazard and blood borne



pathogen calls. Contractor shall provide training to all supervisors and employees on the use of the spill kits and the proper disposal of contaminated materials and equipment.

11. The Contract Administrator may conduct an inventory of the Contractor's equipment and tools located at the Airport thirty (30) days after the Agreement's Effective Date and annually thereafter, to verify that Contractor has sufficient tools and equipment to perform the Services.

### 3.14. Essential Job Functions for Custodians/Cleaners

1. Contractor's employees must possess the ability to interact courteously with Airport users and fellow employees to maintain a professional work atmosphere and promote a positive travel experience for the public.
2. All custodians/cleaners must be able to speak and understand English.
3. The following physical demands must be met by each custodian/cleaner:
  - a) Perform light to medium work that involves walking or standing virtually all of the time.
  - b) Have the ability to exert between 20 and 50 pounds of force on a regular and recurring basis.
  - c) Have adeptness and speed in the use of the fingers, hands, and limbs in tasks involving accuracy.
  - d) Have the ability to be routinely and frequently exposed to cleaning chemicals.
  - e) Have the ability to bend down frequently throughout the work shift.
4. In the event BCAD personnel observes an employee of Contractor who appears to be unable to perform one or more of the above essential functions, BCAD may request Contractor to send the employee for a fitness test at Contractor's expense. Any employee who cannot pass the fitness test shall no longer be permitted to provide custodial/cleaning Services.

### 3.15. Fire Prevention and Protection

Fire prevention and protection of County property is essential. Contractor shall be knowledgeable and provide appropriate training to its employees in the proper method to report a fire and evacuate personnel.

### 3.16. Fraud, Waste and Abuse

Contractor shall maintain proper conduct and discipline within Service Areas. Contractor's employees shall be encouraged to be alert to and report suspected situations of fraud, waste, and abuse, or other intentionally dishonest conduct.

### 3.17. Holidays

Contractor shall perform the Services twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year, including all weekends and holidays observed by the federal, state, and county governments and/or Contractor.

### 3.18. Key Control

1. Contractor shall provide adequate safeguards to secure keys, key cards, other entry devices, and codes provided by the County (collectively "Keys").
2. When Contractor enters an unoccupied/unlocked section of a building to provide Services, Contractor shall lock same before leaving.
3. Contractor shall maintain a record of the Keys issued to its employees. Contractor shall neither duplicate nor allow Keys to be duplicated.
4. Contractor shall establish and implement procedures to ensure that all Keys issued to Contractor by BCAD are not lost, misplaced, or used by unauthorized persons.
5. Contractor shall develop procedures covering key control that shall be included in its quality control plan.
6. Lost, missing or stolen Keys shall be immediately reported to the Aviation Security Division and the Contract Administrator. Contractor may be, at County's sole discretion, required to replace, re-key, or reimburse BCAD for replacement of locks or re-keying following the loss or theft of Keys. In the event a master key is lost or duplicated, BCAD shall replace, or cause to be replaced, all locks and keys for that system, and the total cost of replacement shall be deducted from the next monthly payment due Contractor.
7. Contractor shall prohibit the use of Keys by any persons other than Contractor's authorized employees.

### 3.19. Key Personnel

1. Contractor shall ensure that the persons responsible for Contractor's performance of the Services under this Agreement (collectively, the "Key Personnel") are appropriately trained and experienced, and have adequate time and resources to perform in accordance with the terms of this Agreement. The Key Personnel are identified in the Management Plan, Exhibit H of the Agreement.
2. To the extent Contractor seeks or is required to make any change to the composition of the Key Personnel, Contractor shall provide the Contract Administrator with thirty (30) days' advance written notice (or as much written notice as is possible if thirty (30) days' written notice is not possible) regarding such changes. The written notice shall address all changes to the Management Plan associated with the change and include the resume(s) of individual(s) that are proposed to replace the Key Personnel. Contractor must receive the Contract Administrator's written consent before any change in the Key Personnel.
3. In the event that the Contract Administrator determines that any of the Key Personnel have failed to perform his or her duties, then in addition to all other rights under this Agreement, the Contract Administrator shall have the right to require Contractor to replace such Key Personnel. The Contract Administrator shall notify Contractor in writing of its demand for replacement and shall allow Contractor thirty (30) calendar days from the date of such written notice to affect replacement. Contractor must receive the Contract Administrator's prior written consent of the replacement Key Personnel.
4. County shall not be responsible for any additional costs associated with a change in the Key Personnel.

5. Contractor shall provide the Contract Administrator with the daily schedule for the Key Personnel and shall notify the Contract Administrator of any changes to that schedule.
6. Contractor shall establish, at a minimum, the following positions to manage the Services during the term of this Agreement:
  - a) A full-time on-site Project Manager ("PM") responsible for the day-to-day operations and who has full authority to act on behalf of Contractor and act as liaison to Contract Administrator.
  - b) Two Assistant Project Managers ("Assistant PM") to work alternate shifts from the Project Manager.
  - c) A Quality Control Manager ("QC Manager") responsible for ensuring Services are performed in compliance with requirements of this Agreement.
  - d) A Shift Supervisor on each shift reporting directly to the Project Manager or his/her Assistant.
7. The PM, Assistant PM, QC Manager, and Shift Supervisors shall be capable of verbal and written communication in the English language and shall be capable of effectively communicating with all Contractor's employees. Minimum personnel requirements for each of the above-mentioned positions are as follows:
  - a) The PM must work full-time onsite at the RCC. The PM must be a highly qualified and experienced manager with at least three (3) years experience managing a janitorial contract of similar size and number of employees. The PM shall be proficient in all applicable OSHA, EPA, and other federal, state, and local laws and regulations regarding the materials that may be encountered in the delivery of Services.
  - b) The Assistant PMs must work full-time onsite at the RCC and work alternate shifts from the PM. The Assistant PMs shall perform the same responsibilities of the PM and have at least two (2) years of related experience.
  - c) The QC Manager must work full-time onsite at the RCC and shall be responsible for the Contractor's QC Program, as hereafter defined. The QC Manager shall have at least three (3) years' experience in quality control.
  - d) A Shift Supervisor must work full-time onsite at the RCC during each shift. The Shift Supervisors shall report directly to the PM or Assistant PM. Each Shift Supervisor shall have at least three (3) years of experience supervising a janitorial contract of similar size and number of custodial workers. The Shift Supervisor shall have authority to take all necessary actions where a prompt response is required to maintain or restore Service in the absence of the PM or Assistant PM. Each Shift Supervisor shall be familiar with the requirements of this Agreement to ensure compliance. The Shift Supervisor shall conduct a daily inspection and evaluation of all assigned areas of work, note all discrepancies, and require the correction thereof. A Shift Supervisor shall not perform custodial tasks.
8. The PM, or designee, shall be on call at all times to respond to emergencies and must be able to be physically present at the RCC within one (1) hour of notification of an emergency. The PM shall provide the Contract Administrator a weekly written report detailing all Services performed during all three shifts and detailing the Services planned

for the next week. This report shall include all accidents or incidents that occurred during the previous week's shifts.

9. The Contract Administrator reserves the right to approve Contractor's selection of all supervisory personnel.
  10. Each Shift Supervisor shall work with as many supervisors and team leaders as is necessary to accomplish the required Services. A team leader is a custodian that has been given additional responsibilities based upon work history and management skills ("Team Leader").
  11. Shift Supervisors shall not perform custodial tasks. Shift Supervisors shall manage the cleaning and custodial services, glass and window spot cleaning, and other miscellaneous maintenance services performed by units consisting of a Team Leader and crew. The crew shall report to the Team Leader, the Team Leader shall report to the Shift Supervisor, and the Shift Supervisor shall report to the PM. The PM shall report to the Contract Administrator.
  12. Contractor shall not use employees from a temporary employment agency for Services at the Airport.
- 3.20. Lost and Found Property
1. The Airport's Lost and Found Office ("Lost & Found") is located in the RCC on Level 2.
  2. Contractor shall develop, implement, and maintain adequate procedures to ensure that none of their employees scavenge items from any Airport buildings or properties and that all found property is delivered to Lost & Found.
  3. Contractor shall ensure that lost or misplaced articles found by Contractor's employees at the Airport are promptly turned in to their Shift Supervisor for prompt delivery to the Lost & Found. All found items shall be identified with date, time, and location of where the item was found.
  4. Contractor shall enforce a policy that provides for employee discipline, up to and including the removal of an employee from providing Services hereunder, for failure to comply with the procedures relating to Lost & Found property.
- 3.21. Needed Repairs/ Damage Reporting
1. Contractor shall promptly report to the AOCC, upon discovery, any needed repairs to the RCC, its buildings, furnishings, fixtures, mechanical equipment, or any other mishap or malfunction, including but not limited to soap, paper towel, and other rest room dispensers. Contractor shall be proactive in both the discovery and reporting of all needed repairs.
  2. Contractor shall barricade both ends of an escalator in the event it is malfunctioning and notify AOCC immediately. Contractor's personnel shall not repair, or attempt to repair, inoperable plumbing, electrical, or other building components other than completing purely janitorial tasks.
- 3.22. Performance and Work Hours
1. Contractor shall be responsible for the complete and timely performance of all the Services.

2. Contractor shall be required to have adequate personnel on duty twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty five (365) days per year (24/7/365), including all weekends and holidays observed by the federal, state, and county governments and/or Contractor.

### 3.23. Personnel Awareness

1. Contractor's employees shall be familiar with their designated work areas.
2. All observations of suspicious persons, packages, and circumstances by Contractor or its employees must be immediately reported to the AOCC or BSO.
3. Contractor shall enforce strict discipline and good order among employees. No children, friends, relatives, or a person not employed and assigned to the work site shall be permitted to visit with an employee while the employee is on duty.

### 3.24. Personnel Training

Contractor shall provide environmental health and safety training ("Training") to ensure compliance with all federal, state, and local laws or regulations. Contractor shall not permit any employee to perform Services until they have successfully completed all Training. Contractor shall document the content of its Training programs and maintain a Training record for each employee performing Services hereunder ("Training Record"). Contractor's employees performing specialized work, such as, but not limited to, stripping and refinishing floors and overhead cleaning above eight feet, shall receive additional Training related to such work.

1. Training Records:
  - a) Training Records shall document, at a minimum, each employee's name, date of employment, the type and date of each training class attended, and the class instructor.
  - b) Training Records shall be available for inspection and shall be included, as applicable, in the weekly report to the Contract Administrator. The Contract Administrator or its designee may review the content of training classes.
2. Training Subjects:

At a minimum, all of Contractor's employees shall receive training in the following areas before commencing Services and again upon the completion of each twelve (12) month period thereafter. All training must be documented on signed roster sheets. Training Records that must be provided to BCAD upon request:

  - a) OSHA Hazard Communication Standard, Reading a Material Safety Data Sheet, Safe Handling, Use, and Disposal of Cleaning Materials including Spill Response Proper Recycling Practices;
  - b) Proper Mixing and Dilution of Concentrated Chemicals;
  - c) Hazardous Materials and Blood Borne Pathogen Training;
  - d) Ergonomic Training, including Safe Lifting Practices and Proper Equipment Handling;

- e) Institute of Inspection Cleaning and Restoration Certification (IICRC) Training, or as it is currently known "The Clean Trust" (carpet project crew members and Supervisors only);
- f) Tools and Equipment - Proper Use and Care;
- g) Rest Room Cleaning and Disinfections;
- h) Office and Related Area Cleaning;
- i) Waste Collection and Recycling;
- j) Common Cleaning Mistakes;
- k) Quality Control (employees with supervisory duties only);
- l) Quality Assurance (employees with supervisory duties only),
- m) Inspection Techniques (employees with supervisory duties and Team Leaders only);
- n) Emergency Procedures & Evacuations;
- o) Incident/Accident Reporting;
- p) Personal Protective Equipment; and
- q) Airport Safety and Wayfinding Pictograms.

3. Syllabus

Contractor shall provide a schedule of subjects and Training times to the Contract Administrator.

4. Training Materials

County may, at its sole option, make training materials, scripts, and training equipment available for Contractor's use; provided, however, the provision of training materials shall not relieve Contractor of its obligation to provide Training. County provided training materials and scripts, if any, shall remain the sole and exclusive property of County and may not be removed from the Airport.

3.25. Quality Control Program

- 1. Contractor shall maintain a quality control program ("QC Program") to ensure the Services are provided as specified. The QC Program and all changes thereto shall be subject to review and approval by the Contract Administrator. Contractor shall provide the Contract Administrator with no less than five days' written notice prior to implementing any changes to the QC Program.
- 2. The QC Program shall include, but not be limited to, the following:
  - a) A description of specific monitoring techniques for all Services included in the work schedule. It must specify Service Areas to be inspected on either a scheduled or non-scheduled basis, frequency of inspections, and the position of the employee(s) that shall perform each inspection.

- b) A method of identifying deficiencies in the quality of Services before the level of performance is unacceptable.
  - c) A plan to periodically conduct field audits of all Contractor's employees to maintain quality standards.
  - d) An inspection system covering all required Services.
3. Contractor shall maintain a file of all inspections conducted and the corrective actions taken ("QC Report"). The format of the report shall be subject to approval of the Contract Administrator.
4. Contractor shall prepare a weekly Operation and Inspection Report ("O&I Report") of the work that was performed and inspected the previous week and work that is planned for the next week. The O&I Report must, at a minimum, include the following: areas where detail cleaning was performed; problems encountered; items requiring maintenance and/or repair; and the action that was taken on items included in the report. The O&I Report shall be immediately available to the Contract Administrator upon written request.

### 3.26. RCC Logbook

Contractor shall maintain an RCC logbook ("Logbook"). The Logbook shall be kept at the RCC and maintained by Contractor. The Logbook shall contain at a minimum:

- a) A copy of the Daily Work Roster / Sign in Sheet for all Service Areas.
- b) MSDS sheets for all chemicals and supplies used in the building.
- c) Service Plan for all Service Areas. The Contract Administrator may request a copy or copies of the daily cleaning schedule(s) at any time.
- d) Completed QC Reports.
- e) Completed Electronic Service Requests. An electronic request shall be used to advise Contractor for service (Electronic Service Request). Upon completion of the task resulting from a service request, acknowledgement of completing the task shall be sent by e-mail sent to the Contract Administrator. Electronic Service Requests shall be maintained in the Logbook.

### 3.27. Relief For Absenteeism, Breaks And Vacation

Contractor shall provide relief personnel as necessary to ensure that the level of Service is maintained and not compromised. A Service Area shall never be without adequate coverage in order to maintain clean and safe facilities for Airport users.

### 3.28. Labor Summary Report

A monthly labor summary report ("Labor Summary Report") shall be submitted with each monthly invoice.

- a) The Labor Summary Report must identify total hours worked per week by each employee and include the assigned Service Area, task category identified as routine, special projects, trash, supervisor, etc.

- b) Detailed supporting documents verifying the information in the Labor Summary Report must be maintained and include employee name, payroll identification number, hours worked, pay rate and gross pay.
- c) Contractor, as required in the Agreement, Section 11.4, Audit Rights and Retention of Records, must retain the Labor Summary Report and all detailed supporting documents.

### 3.29. Safety Measures

- 1. Services shall be performed using "SAFETY FIRST" practices and in compliance with all OSHA laws, regulations, standards, and guidelines. Contractor shall provide safety devices and apparel at no cost to its employees and shall ensure employees wear all required safety devices. Safety devices and apparel shall include, without limitation, respiratory protection, head, eye, hand, and foot protection, hearing protection, and traffic vests as required.
- 2. County reserves the right, but has no obligation, to inspect all Service Areas for safety violations or hazards (collectively, "Safety Violation") and to direct Contractor to take immediate action to remedy any Safety Violation. In the event that County elects to direct Contractor to stop work because of any type of Safety Violation, Contractor shall bear all costs for eliminating the safety violation and shall not be compensated by County for the work stoppage.
- 3. The operation of Contractor's vehicles or private vehicles by Contractor's employees on or about the Airport shall conform to posted regulations and safe driving practices.
- 4. Aisles, passageways, alleyways, entrances, and exits to fire protection equipment must remain unobstructed at all times.
- 5. Contractor shall provide and place barricades, tarps, plastic, and other safety/traffic control equipment to protect its employees and Airport users. Contractor shall not use Airport stanchions, chairs, trashcans, plants, and/ or pottery as barriers or partial barriers for safety/traffic control. Unless necessary for safety reasons, Contractor shall not impede the flow of Airport User traffic at any time. All safety signage and equipment shall be professional and designed for its intended purpose.

### 3.30. Smoke Free Environment

- 1. All County facilities are smoke free except for exterior designated smoking areas. Contractor and its employees shall adhere to all rules and regulations regarding the maintenance of a smoke free environment.
- 2. Employees may smoke only during break times and only in exterior smoking areas designated by BCAD. Employees caught smoking during non-break times shall be disciplined by Contractor and the event documented in their personnel file.
- 3. Absolutely no smoking is allowed on the airfield or ramp side of the Airport.

### 3.31. Uniforms

- 1. Contractor's employees shall be dressed in a uniform approved by the Contract Administrator. Contractor shall supply all uniforms at no cost to County.
- 2. Uniforms shall consist of a collared shirt or blouse and long pants or skirt.



3. The shirt or blouse shall have Contractor's name printed on the front at a visible position. Outerwear for inclement weather shall be the same color as the uniform and shall have the company logo or name affixed thereon in a permanent or semi-permanent manner such as a badge, patch or monogram that is visible and obvious. Any hats shall be the same color as the uniform and must have the company logo or name in the front.
4. All employees shall arrive to work in a clean uniform free of stains. Contractor's employees shall not use public restrooms as locker rooms.
5. No advertising and/or slogans shall be printed on uniforms.
6. All employees of any Subcontractor shall wear Contractor's approved uniform and shall have their employer's company name affixed to the upper left chest area in a permanent or semi-permanent manner such as a badge, patch or monogram that is visible and obvious.
7. The uniform shirttail must be tucked into pants or skirt while the employee is at the Airport.
8. The uniform must meet or exceed all safety related standards such as steel toe shoes or other safety related uniform materials.
9. Employees must display the Airport issued Identification Media [Security Identification Display Area ("SIDA") Badge] on their outermost garments.
10. Contractor shall remove the employee from a Service Area when not dressed in full uniform.

#### 3.32. Vehicle Requirements

1. Contractor must provide, at its sole cost, ramp side vehicle(s) to remove and haul trash from the buildings to the appropriate waste sites located at the Airport.
2. Contractor must provide a truck equipped with a mounted water extractor.

#### 3.33. Vehicle Ramp Driving

1. Only authorized personnel may drive vehicles on the airside of the Airport.
2. All Contractor's employees requiring ramp-driving privileges must adhere to BCAD Security Division's requirements.

#### 3.34. Vehicle Registration and Parking

1. Contractor shall register all company vehicles utilized to perform Services with BCAD.
2. Contractor's vehicles utilized to perform Services must permanently display the company's name and logo on the front doors (both sides) of the vehicles.
3. On-site parking shall be provided for Project Managers only. All other employees of Contractor or Subcontractors shall park in the off-site employee parking lot and ride the shuttle bus to the Airport facilities.

### 4. MINIMUM STANDARDS ("Minimum Standards" or "Standards")

#### 4.1. Performance Based Agreement

1. Contractor shall provide all services and supplies of sufficient quantity and quality to achieve the Standards as detailed within these specifications. The Standards may be supplemented by BCAD, as deemed necessary in its sole discretion, in order to maintain a professional, clean, and safe environment at the Airport.

#### 4.2. Janitorial Standards

1. Dusting: A properly dusted surface shall be free of all dirt and dust, streaks, lint, and cobwebs. Dusting must be accomplished with proper cloths and apparatus. All sensitive and electronic surfaces must be avoided. No personal or individual office equipment or supplies may be moved or disturbed.
2. Plumbing Fixtures and Dispenser Cleaning: Plumbing fixtures (i.e. toilets, sink basins, urinals, faucets, etc.) and dispensers shall be cleaned to be free of all deposits and stains so that the item shall be left without dust, streaks, film, odor, or stains and has a bright and uniform appearance. Care shall be taken to ensure that cleaning chemicals do not harm, dull or mark chrome finishes, do not scratch porcelain fixtures, and do not harm or stain finishes of walls or stalls.
3. Sweeping: A properly swept floor shall be free of all dirt, dust, gum, grit, lint, and debris.
4. Vacuuming:
  - a) Carpet shall be free from soil and debris. The vacuumed fibers shall be cleaned to protect pile from matting (preferably using a machine with cylindrical brushing action). Effective vacuuming requires multiple, slow deliberate passes to ensure the removal of soil and dust at and/or below the carpet surface.
  - b) Contractor shall use approved commercial dual motor driven vacuums with bristle beater bars and HEPA filtration. Backpack and canister vacuum cleaners shall be allowed only when used with a powered head.
5. Damp Mopping: A satisfactorily damp mopped floor shall be free of dirt, dust, marks, film, streaks, debris, and standing water. Contractor must provide a sufficient number of barricades, traffic cones, and proper slip hazard signs for each floor area being cleaned to protect all Airport users adequately.
6. Dust Mopping: A satisfactorily dust mopped floor shall be free of all dirt, dust, lint, and debris. Contractor shall use microfiber mops to reduce air borne contaminants. All hard floors shall be dust mopped each night, including under all furniture and behind all pottery, waste receptacles, machines, etc. Stanchions in the checkpoint areas shall be moved and placed back in the same configuration after work is completed. Any other items moved shall also be returned to the original positions.
7. Metal Cleaning: All cleaned metal surfaces shall be without deposits or tarnish and with a uniformly bright appearance, free from spots, smudges, and streaks. Cleaning agent shall be removed from all adjacent surfaces and surrounding finishes must not be damaged. Oil based cleaners shall be avoided.
8. Spot Cleaning Glass:
  - a) Exterior and interior windows and entrance/vestibule glass doors shall be cleaned under a separate contract. Contractor shall spot clean and maintain interior and exterior windows in between services. Glass cleaning of rails, escalators, and all

other glass that is not interior/exterior windows shall be the responsibility of Contractor.

- b) Glass is clean when all glass surfaces have been wiped clean, are without streaks, film, deposits, and stains, and have a uniformly bright appearance and adjacent surfaces, including mullions and windowsills.
  - c) Glass cleaning work shall be accomplished with the least possible interference to Airport users and operations. Dark or tinted glass shall be included in cleaning service.
9. Wall Washing: After cleaning, the surfaces of all walls, exposed pipes, and equipment must have a uniformly clean appearance, be free from dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film streaks and deposits.
10. Spot Cleaning Carpets: A carpet adequately spot cleaned shall be free of all stains, deposits, gum, and spills, leaving a uniform appearance. Care must be taken to use a product that will not harm the carpet fibers and ensure complete surface removal. Adjacent surfaces shall be protected or cleaned.
11. Spot Cleaning Fabrics: All stains, gum, food debris, sticky substances, vomit, trash, biohazard spills, and any other substances shall be removed from the fabric on chairs, benches, and other surfaces each night using a properly diluted cleaning solution. Contractor shall use a product that will not harm the fabric fibers and ensure complete spot removal. The adjacent surfaces shall be protected or cleaned.
12. Graffiti Removal: Graffiti shall be removed from surfaces on the outside and inside of the RCC and items located on the RCC grounds. Care shall be taken to maintain the original surface where graffiti appeared. Graffiti shall be removed as soon as it is discovered; provided, however, any gang, violent, or hate related graffiti must be reported to the AOCC before the graffiti is removed.
13. Entrances and Vestibules: Entrances to the facilities shall present a clean, well-kept, orderly and welcoming appearance. Debris shall be swept up and put in the trash; entrance matting shall be vacuumed and maintained free from soil, debris and gum. Gum and spills shall be removed as soon as it is discovered. Spot clean doors, glass and doorframes, matting and adjacent areas shall be maintained as needed to ensure acceptable appearance at all times.
14. Waste and Recycling Receptacles: Waste and recycling receptacles shall be emptied and spot cleaned as needed to maintain safe and sanitary conditions. Walls or surfaces surrounding the receptacles shall be spot cleaned and the floors under and near the cans shall be clean and kept free of stains, spots, rust, and rings. Liners shall be replaced at each emptying of the receptacle; receptacles shall not be allowed to overflow. Periodically, all receptacles shall be thoroughly cleaned inside and out as needed with germicidal detergent. All receptacles in the public areas shall be kept neatly aligned and the receptacle(s) turned with lettering or signage facing out for easy visibility.
15. Drinking Fountains: Clean drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other removable soil and present a uniformly bright appearance. Clean and disinfect all polished metal surfaces including the orifices and drain; care shall be taken to prevent overspray or damage to other surrounding finishes or walls.

Surrounding walls, floors, and other surfaces shall be kept clean and free of streaks, water spots and stains. Floor mats placed under fountains shall be kept clean and aligned.

16. Public and Courtesy Telephones: Public telephones and surrounding areas shall present a clean appearance free of dust, dirt stains, debris, graffiti and smudges. Telephones shall be cleaned, sanitized, and left with a uniformly bright appearance.
17. Elevators and Adjacent Areas: All interior and exterior walls, floors, doors, ceilings, door tracks, glass, switches, buttons, controls and equipment must have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint and cleaning marks. Floors must be maintained according to standards for carpet and/or hard surface materials. Metal and bright work must be maintained in accordance with standards listed herein. All adjacent areas must be left free of residue and spotting following cleaning procedures. Elevator and adjacent areas must be maintained as needed to ensure acceptable appearance at all times.
18. Escalators, Moving Walkways and Adjacent Areas: All interior and exterior areas, cladding, glass, treads and risers, landings, handrails, switches, buttons, controls and related equipment must have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint and cleaning marks and be maintained in accordance with standards listed herein. Adjacent floor areas must be maintained according to standards for carpet and/or hard surface materials. Metal and bright work must be maintained in accordance with standards listed herein. All adjacent areas must be left free of residue and spotting following cleaning procedures. Escalators and adjacent areas must be maintained as needed to ensure acceptable appearance at all times.
19. Stairwells/ Halls: All walls, floors, stairs, stair treads, doors, door thresholds, and glass must have a uniformly clean appearance, free from dirt, dust, stickers, gum, stains, marks, streaks, lint and cleaning marks. Floor and wall finishes must be maintained according to the standards listed herein, care and detail shall be paid to treads, grids, edges and baseboards to ensure acceptable appearance at all times. Concrete surfaces must be swept of all dirt, dust, cobwebs and debris and pressure washed according to need. Railings must have a uniformly clean appearance, free from dirt, stains, smudges, adhered foreign substances, grease, oil and grime.
20. Vents/Grills/Exhaust Fans/Light Fixtures: Exterior equipment covers to include vents, diffuser and exhaust fans, grills, and light fixtures must have a uniformly clean appearance, free from dirt, dust, stains and cobwebs.
21. Mechanical Rooms: Mechanical rooms that Contractor is allowed to access must be kept neat and free of unauthorized storage items and debris.
22. Curbside Walkways: Concrete walkways must be free of all litter and debris, empty trash cans and spot clean as required. Trash cans and seating must have a uniformly clean appearance.
23. Food/Vending Areas: Contractor shall not be required to do any cleaning in food service areas except as follows: Contractor's employees shall provide hard floor care services surrounding the shell of the food service concessionaire during the Third Shift as defined within these Specifications, Section 1.6. The concessionaire shall be responsible for maintaining the floor during its business hours. Contractor shall be responsible for

janitorial cleaning services and policing around public vending machine areas periodically during each workday.

24. All chemicals and procedures used in janitorial cleaning must be pre-approved by the Contract Administrator. If the result is below the standards established in these specifications and the deficiency is caused by improper procedures or materials used, Contractor shall correct the deficiency for cleaning work within twenty-four (24) hours of notification by BCAD of the deficiency and within thirty (30) minutes of notification for work that can be corrected without adverse impact to Airport operations.

#### 4.3. Window Spot Cleaning Standards

Contractor must provide spot cleaning of all interior and exterior windows for all Airport facilities, with the exception of the windows located within tenant-leased space. In between services of the separate window-cleaning contractor, windows shall be spot cleaned. When spot cleaned, the glass shall be clean and free of streaks, drips, and fingerprints and all moisture must be removed from sills, mullions and related supporting structures.

#### 4.4. Floor Care Standards

1. Contractor shall provide all carpet and hard floor cleaning products and equipment. All chemicals and procedures used in floor care must be pre-approved by BCAD. It is not BCAD's intent to require a specific brand of product or equipment; however, BCAD reserves the right to review the Contractor's proposed cleaning equipment and materials. If in BCAD's sole opinion, Contractor's cleaning equipment or products do not provide effective sanitation and/or cleanliness of the facilities, BCAD may require alternate products/equipment. Flooring manufacturers cleaning recommendations should be closely followed.
2. Contractor shall schedule the daily floor cleaning requirements to achieve complete facility cleaning. Contractor shall document that proper carpet care and hard floor care processes have been performed in compliance with approved schedule. BCAD reserves the right to approve and make suggested changes to the schedule.
3. Contractor shall develop a floor-cleaning plan, which shall be subject to approval by BCAD ("Floor Cleaning Plan"). Changes to the Floor Cleaning Plan shall be subject to BCAD approval. Work shall be scheduled in such a way that it does not disrupt the functions and normal day-to-day procedures of the Airport.
4. Floor care equipment must be in good repair at all times. Contract Administrator or designee reserves the right to inspect equipment regularly. Contractor shall strain water from machines prior to water being poured down any sink drain. Contractor's straining device/method shall be pre-approved by BCAD. Contractor shall not remove any floor drains or screens in any sink. If carpet fibers, mop strings, rubber gloves, stripper or waxes, or any other cleaning debris is the cause for any clogged drains, Contractor shall be responsible for all costs incurred by County in any necessary repairs. Contractor shall pay all costs incurred by County within fifteen (15) days of written demand from County, or County may deduct the costs from its any payments due Contractor, as County may elect.
5. If the result of Contractor's floor care is below standards and the discrepancy is caused by improper procedures or materials used, Contractor shall correct the deficiency within twenty-four hours of notification of the discrepancy.

6. Contractor shall provide a sufficient number of barricades, traffic cones, and proper slip hazard signs for each floor area being cleaned to protect all Airport users adequately. All barricades, traffic cones, and signage must be professionally designed for its intended use and meet all OSHA safety standards. All signage used by the Contractor shall have symbols on signage that meet International Standards developed by International Standards Organization ("ISO") available at [http://www.iso.org/iso/graphical-symbols\\_booklet.pdf](http://www.iso.org/iso/graphical-symbols_booklet.pdf). All barricades and directional equipment shall be maintained to provide a clean and professional appearance.

#### 4.5. Floor Care - Carpet

1. The following standards shall not be construed as comprehensive. Any items not specifically included, but found necessary to care for carpets properly, shall be included as though written into these specifications.
2. Carpets shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly, and safe condition. Upon completion of routine work, carpet shall be free of debris, soil, and dust and shall present a uniform and bright appearance when dry. The practice of using a bonnet for cleaning or drying of carpet shall not be allowed. The use of rotary equipment shall be avoided to prevent damage to carpet fibers and whenever possible cleaning, extracting, pile lifting, and vacuuming shall be accomplished using equipment with a cylindrical action to prevent pile from matting.
3. Pile lifting shall be an integral part of carpet cleaning in high traffic areas and shall be required in all terminals in heavy traffic areas.
4. Contractor shall vacuum and clean the interior and exterior walk-off mats. After vacuuming and cleaning, mats shall be free of all visible lint, litter, and soil. Carpet style entrance mats shall be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, extracted, or hosed down, and then dried to remove soil and grit. Soil underneath entrance mats must be removed, rubber backing must be cleaned to prevent mats from shifting or "walking," and clean mats returned to their normal location.
5. Contractor shall be responsible for moving and replacing all furniture, seating, waste receptacles, and non-stationary objects in the areas for cleaning to ensure the entire floor surface is cleaned. Carpet odors shall be removed, and carpet shall be left smelling fresh and clean. All carpet coverings in public traffic areas shall be dry by 5:00 a.m. on each day of scheduled cleaning.
6. Interim cleaning is low moisture cleaning of the carpets and includes the use of properly applied spotting and encapsulation chemicals following the manufacturer's recommendations. Interim cleaning is defined as the spot cleaning, pile lifting, vacuuming, and application and brushing in of encapsulating chemical followed by another complete vacuuming. Interim cleaning shall be performed on a regular basis and more frequently in high traffic areas and shall provide for carpets free of spots, accumulated dirt, and grime. The nap of the carpet shall be lifted with proper pile lifting and complete vacuuming, following a pattern that will give the carpet pile a clean and uniform appearance. Chairs, trash and recycling receptacles, tables, benches, and any other non-fixed items shall be tipped or moved where necessary to allow for cleaning of the whole surface and shall then be placed back into their original positions after the carpets are adequately dry. Fans and air movers shall be used to ensure proper drying of carpets.

7. Deep extraction of carpets shall be performed to remove embedded dirt and grime, to lift carpet pile, and to return carpets to a clean, bright and uniform appearance. Extraction includes spot cleaning, pile lifting, vacuuming, operation of the extraction equipment, and grooming of all carpet in an area. All vacuuming, both before and after the use of the hot water extraction equipment, shall be done with an upright or ride on vacuum with active vacuum and cylindrical brushing action. Stained areas shall be treated with spot cleaning solutions following the manufacturer's recommendations. The spot cleaning process shall be performed until as much of the stain as possible has been removed. Pile lifting shall be done before the extraction process. Contractor shall ensure that the operators are properly trained and all safety precautions are met. The extraction process shall be operated over the entire carpeted surface and in compliance with all instructions provided by the carpet manufacturer, manufacturer of the equipment, and manufacturer of all materials and chemicals. Chairs, trash and recycling receptacles, tables, benches, and any other non-fixed items shall be tipped or moved where necessary to allow for cleaning of the whole surface and shall then be placed back into their original positions after the carpets are adequately dry. Fans and air movers shall be used to ensure proper drying of carpets. Work shall be scheduled in such a way that it does not disrupt the functions and normal day-to-day operations of the Airport.
  8. Daily spot removal of carpet in all Airport public areas shall be required every night by the Contractor to ensure a visibly clean surface. Contractor shall remove all stains, gum, food, debris, sticky substances, trash, and other substances from the carpet each night using a properly diluted cleaning solution. Care must be taken to use a product that will not harm the carpet fibers and ensure complete surface removal of stains, gum, etc. The adjacent surfaces must be protected or cleaned. Damaged carpet shall be reported to the AOCC with a description and location. Written notification of damaged carpet or of stains that cannot be removed from a surface shall be provided to the Contract Administrator no later than the next workday following discovery of the damage or failure to remove the stain.
- 4.6. Floor Care - Hard Floors
1. The following standards shall not be construed as comprehensive. Any items not specifically included, but found necessary to care for all hard floor surfaces properly, shall be included as though written into these specifications. Hard floors shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly, and safe condition. The result of all hard floor-cleaning procedures shall leave all surfaces free of dust, dirt soil, gum, cleaning agents, and all removable stains. Care shall be taken to avoid damaging any hard floor surface irrespective of the method or cleaning technique employed.
  2. Hard floor surfaces, which have been swept, mopped, or cleaned with an auto scrubber, shall present a uniformly clean appearance with no evidence of surface spoilage or spotting. Floors should be dry prior to any metal objects being placed back on the floor so as not to allow any rust to form on the floor. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Contractor shall be responsible for moving and replacing all furniture and small items in the area to be cleaned.
  3. Floor finish removal (stripping) is accomplished when all visible floor surfaces, including surfaces that can be exposed by the removal of non-fixed furnishings, have all finish and/or sealer removed down to the flooring materials without causing damage, shall be free of all dirt, removable stains, deposits, debris, cleaning solution and standing water, and the floor has a uniform appearance when dry. Floors shall be scrubbed with a floor

machine equipped with a stripping pad, except in those areas where the use of manual devices is necessary, such as along walls, in corners, etc. The stripping solution and rinse water shall be picked-up with a wet/dry vacuum following finish removal operation immediately; the floor surface shall be left PH neutral. Care shall be taken to clean and leave no finish on window ledges, mullions, baseboards, walls, doors, furniture, and other adjacent areas.

4. A finished floor application shall be satisfactorily completed when all old finish has been completely removed, including in corners and along edges and sufficient coats of finish have been properly applied with enough drying time between each coat to assure that the reflectance shall be uniform with no streaking, swirls, globs, bubbling, or yellowing.
  5. Finish recoating must be done in traffic areas where finish has worn and needs to be recoated. A satisfactorily recoated floor shall be scrubbed, cleaned, and rinsed in preparation to recoat with more finish. Care shall be taken to apply finish to worn areas of the floor and feathered into the areas where the finish is not worn, and not to add unneeded layers of finish long edges or in areas where it does not wear.
  6. Auto scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains and marks, or standing water, and floor has a uniformly clean appearance. The method used must be sufficient to clean all grout and/or uneven floor surfaces. Floor surfaces should be PH neutral when scrubbing is complete. When cleaning with an auto scrubber extra time needs to be considered for detail mopping of corners, edges, around furniture, plants etc., and picking up any water left behind from the machine.
  7. All finished floor areas shall be buffed to an acceptable sheen with an acceptable floor buffer or burnisher as needed to sufficiently maintain maximum gloss on flooring without a matte finish. All residual dust from this process shall be removed from the floor, edges, and baseboards. Surrounding surfaces shall be buffed.
- 4.7. Waste Disposal Standards
1. Contractor must move all collected trash to BCAD designated trash areas for disposal. Trash shall be collected in dark liners and transported with the least amount of impact or inconvenience to Airport tenants, employees, or passengers. Trash shall not be left within the public way or within the public view.
  2. If trash is stockpiled for reduced frequency of trips to the designated areas, the stock piling shall be done out of the public view and for no more than one (1) hour. Contractor shall ensure that all its employees are properly trained in the operation of the compactors to ensure that trash is placed in the appropriate compactors and is completely compacted before leaving the area to prevent buildup of debris within the compactors.
  3. Contractor shall ensure that its employees do not utilize the same elevators as the public while transporting waste or offend the public with trash carts, or other cleaning equipment. All trash carts shall be kept clean, odor free, and well maintained. Tracking of oil, dirt, debris, salt, grease, black drag or wheel marks, or other outside substances into the Airport facilities shall be prevented at all times. Contractor shall be responsible for damages to floor finishes or other surfaces caused by improper use or maintenance of trash carts or other equipment. All trash collection containers shall be pretreated and cleaned on a regular basis to prevent offending odors and unprofessional appearance.



4. Contractor shall remain the owner of all chemical products it specifies, procures, uses, and stores at FLL. Upon expiration or early termination of this Agreement, Contractor must remove and take possession of remaining stock, excluding a two (2) week supply of janitorial products and supplies required to maintain the Agreement standards for the Service Areas, to ensure that adequate supplies are available through a transition period to a new contractor.
  5. Management and disposal of all chemical wastes and other restricted wastes generated from Contractor's Services shall be the sole responsibility of Contractor. Contractor shall manage and dispose of all chemical wastes and other restricted wastes in compliance with all laws at Contractor's sole cost and expense. Solid wastes that contain no hazardous characteristics or contamination by regulated substances may be disposed of responsibly in available on-site trash receptacles or dumpsters. Recyclable materials must be collected and disposed as required herein. No waste materials or effluent may be discharged outdoors or to BCAD's storm water sewer system. Only wastewaters suitable for discharge to the sanitary sewer shall be allowable. All sanitary sewer discharges shall comply with County regulations.
- 4.8. Recycling Program Collection Standards
1. Contractor shall support BCAD's commitment to recycling. Recyclables collected from the public areas of the Airport shall be placed in clear or opaque liners so that recyclable materials can be clearly identified and kept separate from collected waste. Contractor shall be responsible for placing segregated waste materials into the proper receptacles. This includes all current and future waste and recycling waste streams. Contractor shall handle segregated materials in a manner to ensure that recycling receptacles are not used for inappropriate materials.
  2. All recyclables, including but not limited to, paper, newsprint, plastic, aluminum, telephone books, and cardboard shall be transported to the trash area or collection sites as designated by BCAD. Contractor's employees shall be responsible for picking up, and transporting to the appropriate receptacle, ANY recyclable material they encounter at any time during their work.
  3. Cardboard shall be collected separately and transported to the Gate 100 trash area for transfer to the designated cardboard container. Gate 100 is located at the North entrance to the airfield, east of the Maintenance Building (3400 SW 2<sup>nd</sup> Ave., Fort Lauderdale).
  4. Contractor shall ensure that employees are trained to not utilize the same elevators as the public while transporting recyclables or offend the public with recycle carts or other cleaning equipment. All recycle carts shall be kept clean, odor free, and well maintained. Tracking of oil, dirt, debris, salt, grease, black drag or wheel marks, or other outside substances into the Airport facilities shall be prevented at all times. Contractor shall be responsible for damages to floor finishes or other surfaces caused by improper use or maintenance of recycle carts. All recycling collection containers shall be pretreated and cleaned on a regular basis to prevent offending odors and unprofessional appearance.
  5. Contractor shall support and comply with any future recycling efforts or program enhancements implemented by BCAD during the term of the Agreement. This may include, but is not limited to, changes in the recycling materials, segregation approach, locations and types of receptacles, and volume of materials generated.
- 4.9. Policing Services ("Policing")

1. Contractor shall police the public areas of the RCC including, but not limited to, restrooms, public seating areas, smoking areas, public open floor space areas, and exterior sidewalks and vestibules. As used herein, Policing requires the Contractor to schedule the appropriate level of Services and supplies to keep the public locations up to acceptable standards at all times ("Policing").
2. Contractor's employees must "follow the crowd" to perform Policing.
3. Contractor may have to adjust Policing frequencies at various times and at various locations established at the start of the Agreement to accommodate the conditions and usage patterns in the RCC throughout the term of this Agreement. Policing shall be done to ensure the RCC presents a clean image to Airport users and to ensure RCC facilities are free of dust, dirt, debris, scuffmarks, stains, soil, film, wet spills, and odors.

## 5. SPECIFIC AREA CLEANING STANDARDS

### 5.1. Public Restrooms

1. Public restrooms shall be kept clean and shall not become dull in appearance. Waste receptacles shall be emptied and spot cleaned. Trash shall not be allowed to overflow.
2. All surfaces of basins, bowls, toilets, seats, urinals, and all other restroom surfaces within touchable range shall be properly cleaned, sanitized, rinsed and dried spot free.
3. De-scaling shall be performed as required to keep surfaces free from streaks, stains, scale, scum, urine deposits, and rust stains.
4. Dispensers shall be emptied prior to being cleaned and then refilled with supplies. Dispensers shall not run out of supplies during operational hours and supplies shall only be stocked or stored in designated locations.
5. Sharps' medical waste needle disposal containers shall be removed and properly disposed of when full and replaced with a new container.
6. Spot clean light switches, doors, and walls.
7. All restroom mirrors, basins, shelves/counters, bright work, and stainless steel or solid surface partitions shall have a clean and polished appearance. Solid surface materials shall not become stained or dingy.
8. Floor and wall tile shall be maintained to standards listed herein and special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, trash receptacles, and all other permanently fixed equipment or finishes to prevent buildup of odor causing bacteria.
9. Air fresheners shall be maintained to ensure continued fresh and pleasant smelling facilities.
10. Special care shall be given to prevent standing water and slick surfaces. Contractor shall use appropriate signage and barricades to protect against slip and falls. Flooding of restroom surfaces shall not be acceptable.

11. Policing of public restrooms shall be accomplished as often as possible between, and as soon as possible after, flight banks to provide for the least impact on the Airport users and to maintain restrooms at the highest level of cleanliness possible. Typical average Policing shall occur no less than every fifteen (15) minutes.
  12. Contractor shall coordinate restroom closures with BCAD in order to have the least amount of impact on the traveling public. Public restrooms may only be closed during the hours approved by BCAD.
  13. Contractor shall notify AOCC to report any inoperable fixture within the restrooms.
  14. Documentation shall be kept by the Contractor to document that the proper cleaning process has been performed and the agreed upon cleaning schedule has been met.
- 5.2. Public Seating and Eating Space Areas
1. Seating and eating areas that are designated as part of Contractor's responsibility shall be maintained free of litter, spills, food and drink waste, packaging, accumulated dust, dirt, gum, stickers, and debris.
  2. All furniture surfaces, tabletops, counters, seat backs, legs, feet, arms, and seams shall be wiped clean; fabrics shall be spot free and have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint, and cleaning marks.
  3. Tables and chairs that have been displaced shall be repositioned and straightened taking care to prevent damage to wall finishes.
  4. Floors shall be maintained according to standards for carpet and/or hard surface materials.
  5. Metal and bright work shall be maintained in accordance with the Standards.
  6. Regular Policing of public seating and eating spaces areas shall be performed to ensure all seating, eating, and adjacent areas are maintained as needed to ensure acceptable appearance at all times.
- 5.3. Public Open Floor Space Areas
1. The Standards for floor finishes, walls, stairs, halls, bright work, drinking fountains, windows and glass, etc. shall be maintained at acceptable cleaning levels at all times.
  2. All sidewalks shall have a clean appearance, free from trash, stickers, gum, stains, and spills.
  3. The public open floor space areas shall be Policed on a regular schedule to ensure that the Standards are maintained at all times.
- 5.4. Office Areas
1. Office areas shall present a clean, well-kept, orderly, and professional appearance.
  2. Waste receptacles shall be emptied, spot cleaned and liners replaced as required.
  3. Non-carpeted floors shall be swept/dust mopped.

4. Carpeted floors vacuumed and spot clean all carpets to remove stains, deposits, gum, and spills.
5. All shelves, counters, cabinets and cases shall be free of accumulated dust and debris.
6. Wipe clean all tables, desks, counters, chairs and chair legs.
7. Spot clean all hard surface walls to remove fingerprints, dust, soil, and marks.
8. Occupant's personal effects and work items, personal effects, electronics, work items, and electrical plugs must be left as found and shall not be moved or rearranged during cleaning.
9. Contractor shall prohibit its employees from opening desk drawers or cabinets, or using the telephone or other office equipment.

#### 5.5. Dispensers

1. All dispensers (soap dispensers, toilet paper and towel dispensers, tampon machines, etc.) within the Service Area shall be purchased, supplied and installed, stocked, and maintained by Contractor, unless otherwise specified in writing by the Contract Administrator. Contractor shall provide all sanitary napkins and tampons at its sole expense. All items utilized in dispensers must be approved for use by the Contract Administrator.
2. Contractor shall collect and retain all dispenser revenue. Dispenser prices for sanitary napkins and tampons must be pre-approved by the Contract Administrator. Contractor shall maintain stocking records for sanitary napkins and tampons dispensers.
3. Contractor shall not be required to repair any damaged dispensers, or any parts thereof (excluding the sanitary napkin and tampon dispensers) except for damage to dispensers caused by neglect or damage caused by Contractor. Contractor, at its sole cost, shall repair and maintain all sanitary napkin and tampon dispensers. Contractor's employees shall report any defective or damaged dispensers (excluding sanitary napkin and tampon dispensers) or any parts thereof to the AOCC upon discovery.
4. Contractor shall provide written notification to Contract Administrator of any sanitary napkin or tampon dispenser(s) that is inoperable and the status of pending repairs or replacement. Contractor shall provide timely maintenance and repair of sanitary napkin and tampon dispensers to ensure product availability to Airport users. Dispensers shall not be inoperable for longer than five (5) calendar days without the written approval of the Contract Administrator.
5. Contractor shall replace full needle disposal containers within the Sharps disposal systems with a new empty needle disposal container throughout restrooms at FLL. All full needle disposal containers shall be removed and properly disposed of in a designated collection container provided by BCAD. The Sharps disposal systems shall be kept clean and Contractor shall notify the Contract Administrator of any damage or necessary replacements. Contractor shall provide and document the training of its employee's in the proper procedure for the Sharps disposal containers and the needles therein.

#### 6. SUSTAINABLE CLEANING STANDARD AND PROCESSES

#### 6.1. Environmentally Preferred Products

1. FLL is committed to providing sound environmental stewardship, protecting human health, reducing operating expenses associated with the use of hazardous materials, and reducing the potential liability to the County. The commitment also reflects utilizing environmentally preferable purchasing initiatives and products. "Environmentally preferred" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the potential employee health and environmental effects of a product.
2. Contractor is encouraged to utilize Environmentally Preferred products and purchasing initiatives; provided, however, all products used by Contractor must avoid physical and health hazards. The use of chemical products that contain solvent-based additives require prior approval of the Contract Administrator.

#### 6.2. Low Environmental Impact Cleaning

Contractor shall use cleaning practices and janitorial materials that promote sustainability and improve building safety and occupant well-being. All cleaning procedures, equipment, cleaning chemicals, and janitorial supplies in use at FLL facilities shall assure a clean and safe building, reduce the risk of toxic chemical exposure to janitorial staff and Airport users, and maintain healthy air quality.

#### 6.3. Sustainable Cleaning Systems

The use of sustainable cleaning systems protects the environment and protects against Airport users' exposure to toxic materials. This protection occurs by reducing the overall need for Contractor's janitorial staff to clean chemically, ensures that volatile organic compound (VOC) limits are reduced, improves indoor air quality, reduces ground ozone formation, releases no ozone-depleting chemicals, and reduces risk of the Contractor's employees and Airport users to toxic chemical exposure. Wherever feasible, the use of microfiber dry mopping of floors and dry-wipe cleaning of hard surfaces should be employed, which in conjunction with the use of HEPA filters, and a vacuum program to eliminate pollutants, reduces the need for wet/chemical cleaning. When cleaning chemicals are used, Contractor's employees shall use concentrated products diluted on site wherever available to reduce energy use involved with the transportation of product and resource conservation from reduced packaging.

#### 6.4. Sustainable Cleaning Operating Procedures

1. Contractor shall have appropriate standard operating procedures in place that reflect the core principles of sustainable cleaning. Procedures shall address how janitorial cleaning, hard floor maintenance, and carpet maintenance will be consistently implemented and managed. Procedures must also include proactive strategies to reduce contaminant infiltration at the source (e.g., walk-off mats, vacuuming).
2. Custodial cleaning effectiveness assessments shall be conducted by the Contract Administrator or designee.
3. In addition to the custodial effectiveness assessments, feedback about the cleanliness of Airport facilities shall be solicited by BCAD from Airport users on a regular basis via surveys and/or a complaint system.

#### 6.5. Environmental Health and Safety Regulations Compliance

Contractor must ensure compliance with all federal, state, and local health, safety and environmental regulations in accordance with the terms of the Agreement. This includes compliance with OSHA requirements under the Hazard Communication Standard, and the EPA Resource Conservation and Recovery Act ("RCRA"). Chemical storage on site must be limited and chemicals must be stored safely with appropriate spill response equipment, procedures, and staff training. Contractor must provide, at the onset of this Agreement, a detailed plan that addresses safe and proper storage of chemicals, spill response, and secondary containment that will be utilized at FLL.

6.6. Flooring Systems

All floor-finishing products must be pre-approved by the Contract Administrator prior to use at FLL. Contractor shall not bring in any additional floor finish products without prior authorization. Contractor shall only use approved products and shall maintain Material Safety Data Sheets on-site for all flooring finish products.

6.7. Floor Maintenance Logs

Contractor shall maintain a written floor maintenance log that details the number of coats applied as the base and top coats and the duration between stripping and re-coat cycles. Contractor must re-coat floors as required herein. Copies of the floor maintenance logs shall be provided to BCAD upon request.

6.8. Sustainable Cleaning Products and Materials

1. Contractor is encouraged to purchase sustainable cleaning products and materials. This includes all cleaning chemicals, janitorial supplies, rubber gloves, etc.
2. Use of sustainable cleaning products shall be achieved with commitment by the Contractor to use cleaning chemicals that are primarily Green Seal GS-37 "Industrial and Institutional Cleaners" and/or Designed for Environment ("DFE") certified products. Only chemicals that have received the prior approval of BCAD for use at FLL shall be permitted at the Airport.
3. Janitorial paper products, hand soap, trash liners, and other recycled-content products shall meet the EPA recovered-content criteria (Comprehensive Procurement Guidelines – CPG) whenever possible.

6.9. Chemical Concentrations and Dilution Systems

Concentrated products diluted on site are preferred, however when applicable, concentrated cleaning products that are packaged in "ready-to-dispense" ("RTD") or other appropriate dilution systems shall be acceptable. Concentrated packaging systems are used to dilute and dispense a wide variety of concentrated cleaning solutions, from general-purpose cleaners and glass cleaners to floor cleaners and restroom cleaners. The use of such products reduces greenhouse gas emissions associated with transport of bulkier, "ready-to-use" products.

7. FREQUENCY OF SERVICES

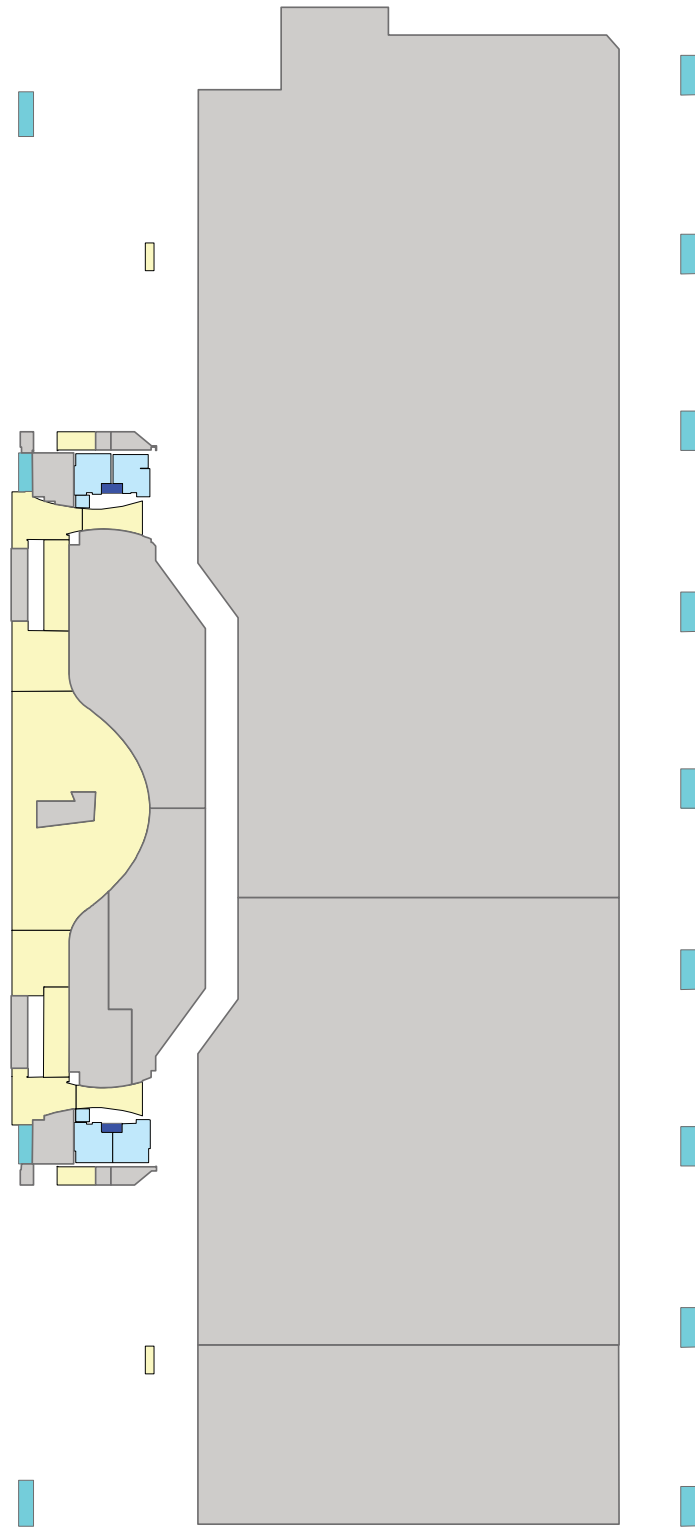
It shall be the Contractor's responsibility to schedule the Frequency of Services. The lack of scheduling or staff shall not relieve Contractor of its obligation to provide the Services required in this Agreement. The Service Plan shall include the following items relating to the frequency of services:

7.1. Service Plan/Frequency of Services

1. Daily Cleaning Program: A description of the processes, levels of staffing, and frequencies of cleaning and policing services for each of the categories listed below to meet the required Minimum Standards and Specific Area Cleaning Standards contained in Sections 4 and 5 of these Specifications.
  - a) Public Restrooms
  - b) Public Seating and Eating Space Areas
  - c) Windows and other glass walls, panels, railings, etc.
  - d) BCAD Offices
  - e) Non-Public Common Areas
  - f) Vertical Access Areas (Elevators, Escalators, Stairwells)
2. Project Cleaning – Restroom Program: A description of the processes, levels of staffing, and frequencies to deep clean the restrooms to meet the required Minimum Standards and Specific Area Cleaning Standards contained in Sections 4 and 5 of these Specifications. A detailed narrative that includes proposed equipment, chemicals, systems, levels of staffing, and time of day when deep cleaning work would be done shall also be included.
3. Project Cleaning – Carpet Care: A description of the carpet care processes and frequencies to meet the required Minimum Standards and Specific Area Cleaning Standards contained in Sections 4 and 5 of these Specifications. A detailed narrative that includes proposed equipment, chemicals, systems and type of rotational cleaning processes, levels of staffing, and schedule required for typical, heavily used airport public areas shall also be included.
4. Project Cleaning – Hard Floor Care: A description of the hard floor care processes and frequencies to meet the required Minimum Standards and Specific Area Cleaning Standards outlined in Sections 4 and 5 of these Specifications. A detailed narrative that includes proposed equipment, chemicals, levels of staffing, systems and type of daily cleaning processes and schedule required for the refinishing of heavily used hard floor surfaces in an airport environment shall also be included.
5. Yearly Schedule: A yearly schedule of daily cleaning program items and project cleaning program items for the Service Areas necessary to meet the Minimum Standards and Specific Area Cleaning Standards outlined in Sections 4 and 5 of these Specifications.

END OF SECTION

# Cypress Garage Level 2

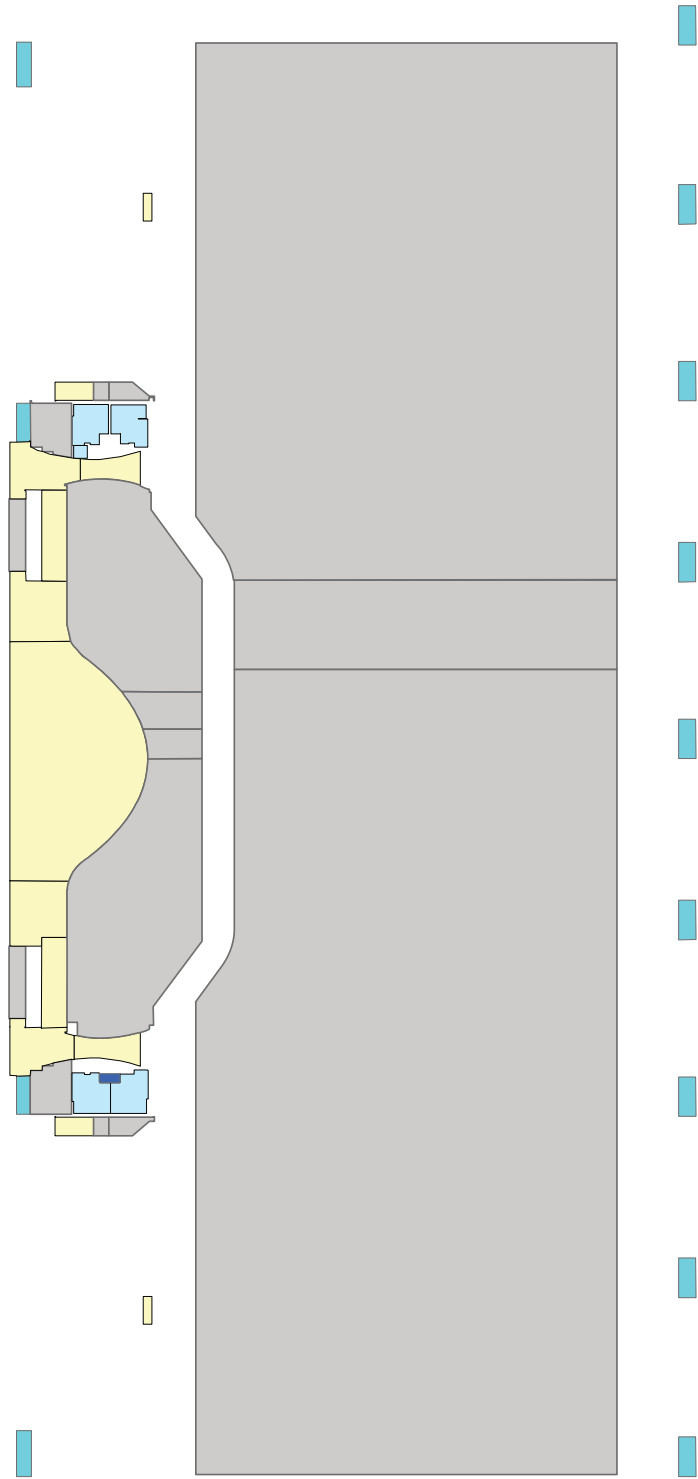


**Legend**

- Janitor
- Public Restroom
- Public Space
- Stairwells
- Not Maintained



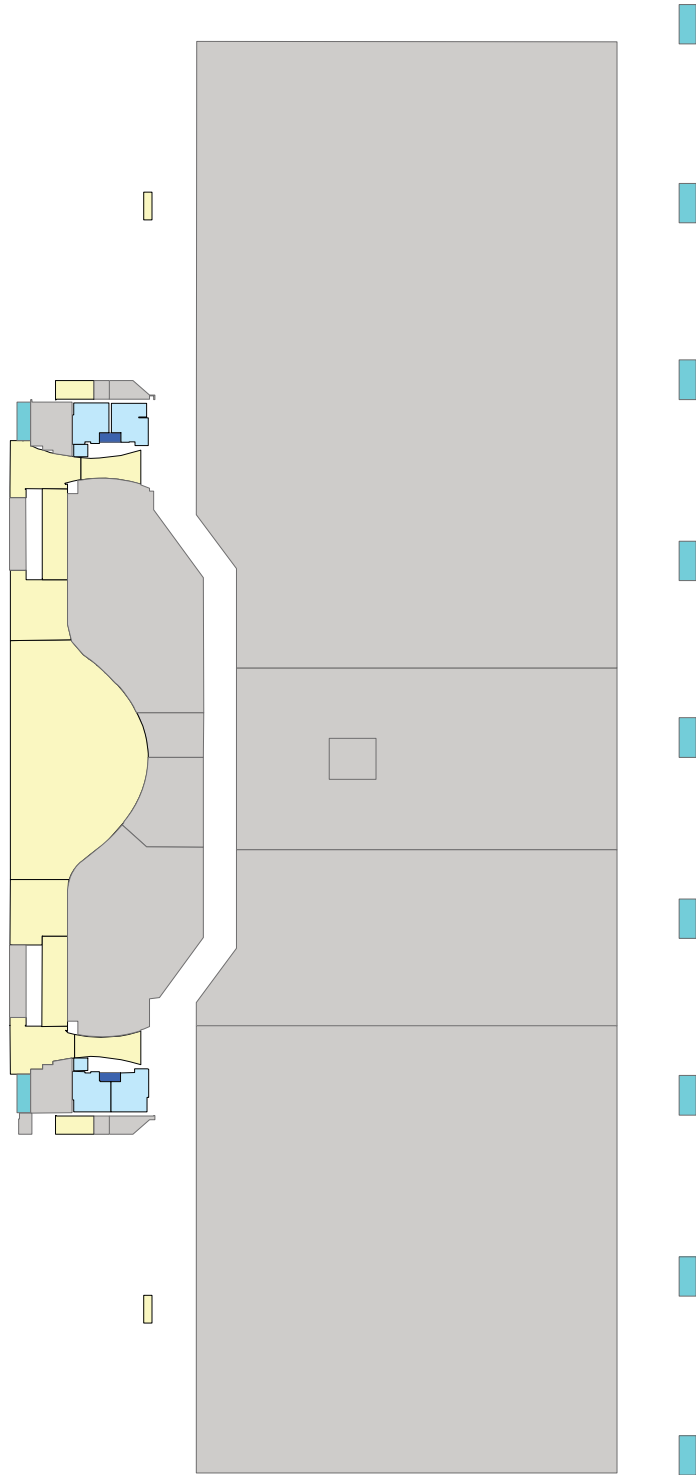
# Cypress Garage Level 3



**Legend**

Janitor	Not Maintained	Public Restrooms	Public Space	Stairwells
---------	----------------	------------------	--------------	------------

# Cypress Garage Level 4



**Legend**

- Janitor
- Public Restrooms
- Public Space
- Stairwells
- Not Maintained

JANITORIAL SERVICES AT FLL

[GROUP 1 – RENTAL CAR CENTER (RCC)]

WAGE RATES

(FOR LIVING WAGE RATE INFORMATIONAL PURPOSES ONLY EFFECTIVE  
JANUARY 1, 2019 THRU DECEMBER 31, 2020)

Prices within this attachment shall be in accordance with the Broward County Living Wage Ordinance effective January 1, 2019 and annually adjusted as provided therein through December 31, 2020.

The completed form should be submitted with the solicitation response prior to the solicitation closing date. If not included with the solicitation response, the proposer is required to provide within three business days of County's request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.

Prices must be entered for all items in accordance with Special Instructions to Vendors, Section B.6. If additional work titles are proposed to perform the work, provide information in the applicable sections of this form.

NOTE: This Form is for information only and will not be used for final evaluation and scoring for Price

PERSONNEL POSITIONS

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE/UNIT</u>
Project Manager	Hour	\$ _____
Assistant Project Manager	Hour	\$ _____
Quality Control Manager	Hour	\$ _____
Shift Supervisor	Hour	\$ _____
Team Leader/Supervisor	Hour	\$ _____
Janitorial Worker	Hour	\$ _____
_____	Hour	\$ _____
_____	Hour	\$ _____

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Vendor Name

JANITORIAL SERVICES AT FLL

[GROUP 1 – RENTAL CAR CENTER (RCC)]

WAGE RATES

(FOR LIVING WAGE RATE INFORMATIONAL PURPOSES ONLY EFFECTIVE  
JANUARY 1, 2021 THRU DECEMBER 31, 2021)

Prices within this attachment shall be in accordance with the Broward County Living Wage Ordinance, as amended, annually adjusted as provided within the ordinance, and including a projected qualifying health benefits amount of \$3.44. The Broward County Board of County Commissioners is contemplating the increase of the qualifying health benefit amount to \$3.44 per hour effective January 1, 2021. Due to this projected increase, the County reserves the right to negotiate in the event of this rate change.

The completed form should be submitted with the solicitation response prior to the solicitation closing date. If not included with the solicitation response, the proposer is required to provide within three business days of County's request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.

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Team Leader/Supervisor	Hour	\$ _____
Janitorial Worker	Hour	\$ _____
_____	Hour	\$ _____
_____	Hour	\$ _____

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Vendor Name

JANITORIAL SERVICES AT FLL

[GROUP 1 – RENTAL CAR CENTER (RCC)]

WAGE RATES

(FOR LIVING WAGE RATE INFORMATIONAL PURPOSES ONLY EFFECTIVE  
JANUARY 1, 2022 THRU DECEMBER 31, 2022)

Prices within this attachment shall be in accordance with the Broward County Living Wage Ordinance, as amended, annually adjusted as provided within the ordinance, and including a projected qualifying health benefits amount of \$3.44. The Broward County Board of County Commissioners is contemplating the increase of the qualifying health benefit amount to \$3.44 per hour effective January 1, 2021. Due to this projected increase, the County reserves the right to negotiate in the event of this rate change.

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Janitorial Worker	Hour	\$ _____
_____	Hour	\$ _____
_____	Hour	\$ _____

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Vendor Name

**JANITORIAL SERVICES AT FLL**

**[GROUP 1 – RENTAL CAR CENTER (RCC)]**

**WAGE RATES**

**(FOR LIVING WAGE RATE INFORMATIONAL PURPOSES ONLY EFFECTIVE  
JANUARY 1, 2023 THRU DECEMBER 31, 2023)**

Prices within this attachment shall be in accordance with the Broward County Living Wage Ordinance, as amended, annually adjusted as provided within the ordinance, and including a projected qualifying health benefits amount of \$3.44. The Broward County Board of County Commissioners is contemplating the increase of the qualifying health benefit amount to \$3.44 per hour effective January 1, 2021. Due to this projected increase, the County reserves the right to negotiate in the event of this rate change.

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**NOTE: This Form is for information only and will not be used for final evaluation and scoring for Price**

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Team Leader/Supervisor	Hour	\$ _____
Janitorial Worker	Hour	\$ _____
_____	Hour	\$ _____
_____	Hour	\$ _____

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Vendor Name

JANITORIAL SERVICES AT FLL

[GROUP 1 – RENTAL CAR CENTER (RCC)]

WAGE RATES

(FOR LIVING WAGE RATE INFORMATIONAL PURPOSES ONLY EFFECTIVE  
JANUARY 1, 2024 THRU DECEMBER 31, 2024)

Prices within this attachment shall be in accordance with the Broward County Living Wage Ordinance, as amended, annually adjusted as provided within the ordinance, and including a projected qualifying health benefits amount of \$3.44. The Broward County Board of County Commissioners is contemplating the increase of the qualifying health benefit amount to \$3.44 per hour effective January 1, 2021. Due to this projected increase, the County reserves the right to negotiate in the event of this rate change.

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_____	Hour	\$ _____

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Vendor Name

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5. SPECIFIC AREA CLEANING STANDARDS
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7. FREQUENCY OF SERVICES



1. GENERAL INFORMATION

1.1. Scope

1. Contractor shall furnish all necessary labor, cleaning supplies, materials, equipment, tools, vehicles, uniforms, chemicals, and supervision necessary for the coordination, administration, and execution of the Janitorial Services for Group 2 at the Broward County Fort Lauderdale-Hollywood International Airport's Terminals 1, 2, 3, 4 and the Airport Operations Control Center ("Services").
2. Due to the high volume and density of passengers and persons utilizing the Broward County Fort Lauderdale-Hollywood International Airport ("FLL" or "Airport"), quality services shall be required in order to maintain a professional, clean, and safe environment at all times twenty-four (24) hours per day, seven (7) days per week, 365 days per year, including all weekends and holidays observed by the federal, state, and county governments and/or Contractor. A two (2) week supply of janitorial products and supplies shall be required to maintain the Agreement standards for the Service Areas, to ensure there is always sufficient stock in the event of unforeseen weather delays or other events that may prevent deliveries.
3. The cleaning equipment, product specifications, and standards of performance contained within this Scope of Services shall be the minimum requirements to perform acceptable janitorial services at FLL. Lack of staff or equipment shall not be accepted by the Broward County Aviation Department ("BCAD") as a reason for failure to perform. It is not BCAD's intent to require a specific brand of supplies or equipment; however, BCAD reserves the right to review Contractor's proposed cleaning equipment and materials. If the selected equipment or materials do not, in BCAD's sole opinion, provide effective sanitation or cleanliness, BCAD may require alternate cleaning equipment or materials that conform to specifications and industry standards. BCAD reserves the right to obtain samples and conduct independent testing to verify product effectiveness, compliance with the criteria below, and the accuracy of the Material Safety Data Sheet ("MSDS").

1.2. Definitions:

- Routine: Commonplace tasks, chores, or duties as must be done regularly or at specified intervals as described in the specifications, typical or everyday activity.
- Non-Routine: Jobs and tasks that are performed irregularly or being performed for the first time.
- Emergency: Sudden, unexpected, or impending situation that may cause injury, loss of life, damage to the property, and/or interference with the normal activities of the Airport and which, therefore, requires immediate attention and remedial action.

1.3. Service Areas

Service Areas are described and shown on Attachment 2 of this Request for Proposals ("RFP") for Group 2. The Service Areas are color coded to indicate the location and approximate square footage of the areas for this all-inclusive, performance-based, janitorial service Agreement.

1.4. Phase-in Period

During the period between the Agreement's Effective Date and the Commencement Date, Contractor shall:

1. Attend a start-up meeting with BCAD no later than five (5) business days after the Agreement's Effective Date. The meeting may include a walk-through of the Airport facilities to ensure that the scheduling of activities in conjunction with the airlines and tenant operations is fully understood.
2. Immediately initiate the process to obtain security identification media to all employees assigned to perform Services hereunder.
3. Schedule an on-site orientation between BCAD and Contractor's managers and key personnel.
4. Survey areas of storage for equipment, inventory and distribution.
5. Prepare an initial plan for delivery of materials and supplies.
6. Finalize plans and schedules to cover all services to be performed for Group 2 ("Service Plan"). The Service Plan shall be subject to review and approval by Contract Administrator.

1.5. Scheduling of Work

1. All Services shall be scheduled to avoid delays to airline and tenant operations. Contractor shall coordinate with the Contract Administrator all Services that will necessitate temporary interruptions to Airport services.
2. Contractor shall not commence non-routine work in any area until:
  - a. The proposed work has been coordinated with and approved by the Contract Administrator, and
  - b. All required security and safety measures and temporary markings are in place.

1.6. Shifts/Staffing

Shift hours shall be as described below. Prior written approval from the Contract Administrator is required to change shift hours.

- First Shift ..... 6:00 a.m. to 2:30 p.m.
- Second Shift ..... 2:00 p.m. to 10:30 p.m.
- Third Shift ..... 10:00 p.m. to 6:30 a.m.

1. Due to the high volume of passengers, it is recommended, although not mandatory, that Contractor utilize restroom attendants during peak times at concourses, ticketing, and baggage claim restrooms. Lack of staffing will not be tolerated for unkempt restrooms or lack of filled dispensers and supplies in restrooms.
2. Contractor shall ensure that there are no inefficiencies between shift changes. Shift changes shall be conducted in a smooth and professional manner. Contractor's employees shall not leave their post at the end of their shift until their replacement arrives.
3. BCAD reserves the right to designate specific cleaning times for Service Areas when deemed necessary for Airport operations ("Specific Service Times"). The Contract Administrator may give written notice of a change, addition, or deletion of any Specific Service Times. Upon notification by the Contract Administrator, Contractor shall adjust its Service Plan accordingly, and submit a revised Service Plan to the Contract Administrator within five (5) days of receipt of notice.

2. COUNTY RESPONSIBILITIES

## 2.1. Assigned Space

1. BCAD shall provide Contractor with space at FLL, in various locations and in various sizes, as determined appropriate in County's sole discretion, to be used for office space, employee break area(s), and storage space ("Assigned Space").
2. Assigned Space shall be used solely for delivering the Services. All personal property placed in Assigned Space shall remain the property of Contractor or its employees and shall be placed therein at the risk of Contractor and its employees.
3. Contractor must arrange for frequent replenishment of supplies to maintain stock in Assigned Space used for storage. Contractor shall store its supplies, materials, and equipment in the spaces designated by the Contract Administrator.
4. Contractor shall keep all Assigned Space clean of all rubbish and debris and shall maintain the Assigned Space in a neat and clean condition at all times. Contractor, at its sole expense, shall properly dispose of all surplus materials and supplies, garbage, rubbish, and garbage. Floors must be clean and have a fresh applicable finish and mop sinks must be free of scum and build up. Assigned Space shall be cleaned at the end of each work shift. Assigned Space is subject to inspection by County at any time.
5. All Assigned Space visible to, or in areas accessible by, the public, shall be kept closed and locked. No materials or equipment may be stored or temporarily left unattended in restrooms or other spaces accessible to the public.
6. Soiled, oily, or wet cleaning rags shall not be stored in Assigned Space or on County property.
7. All chemicals, solutions, or other liquids must be stored in their proper containers with the lid or top properly secured and correctly marked with United States Environmental Protection Agency ("EPA") approved labels, including all warnings and antidote requirements. Handwritten, makeshift, or unprofessional labels shall not be allowed.
8. Contractor shall comply with all fire regulations.
9. BCAD, due to operational needs, as determined in its sole discretion, may require the relocation of any Assigned Space. In such event, Contractor shall move into the relocated Assigned Space within the time-period specified in the written notice from the Contract Administrator. Any relocation shall be at Contractor's sole cost and expense.
10. Contractor shall be responsible for the payment of all phone and data charges that are charged or assessed with respect to its use of Assigned Space.
11. Contractor may not make any alteration, adjustment, partition, addition, or improvement to any Assigned Space without obtaining prior written consent of the Contract Administrator.
12. Contractor shall peaceably surrender and deliver all Assigned Space to County upon the expiration or earlier termination of this Agreement. Contractor shall leave all Assigned Space in the condition existing at the time it began its use of any Assigned Space, normal wear and tear excepted.

## 2.2. Inspectors, Building Managers, and Contract Administrator

1. The Contract Administrator may designate and authorize one (1) or more County employees as an inspector(s) ("Inspector(s)"). The Inspector(s) will be given the authority to inspect and monitor the performance and progress of the Services. Additionally, all BCAD building managers ("Building Manager(s)") shall be authorized to inspect and monitor the performance and progress of the Services.
  2. An Inspector or Building Manager shall have the authority to suspend the performance of Services until any Service issue(s) is addressed by the Contract Administrator and/or Contractor.
  3. The Contract Administrator may request the Contractor to remove any employee from performing Services at the Airport if it is determined that the employee is violating the terms and conditions of this Agreement.
  4. The Contract Administrator, Building Manager(s), or Inspector(s) shall communicate daily work requests or report daily deficiencies to Contractor via e-mail or telephone.
  5. A Building Manager, Inspector, or Contract Administrator shall not act as a foreman or supervisor for Contractor and shall not interfere with Contractor's supervision or direction of its employees. However, should there be a safety concern or a situation that requires immediate attention to protect the safety of Airport users and Contractor's supervisor is not visible or in the area, the Contract Administrator, Building Manager, or Inspector may provide directives in order to protect the safety of Airport users.
- 2.3. Coordination of Services
- BCAD shall make reasonable efforts to coordinate the operations and activities at the Airport to minimize interference with Contractor's performance of Services.
- 2.4. Employee Food Service
- County may, in its sole discretion, allow the Contractor to utilize BCAD's current vending machine contract, at Contractor's sole cost, to place soda and snack machines in Assigned Spaces utilized as employee break area(s). Only vending machines secured through the County's current vending machine contract will be permitted. Food service provided by Contractor at FLL for its employees shall be limited to vending machines.
- 2.5. Modification to Service Areas or Services.
- BCAD reserves the right to modify Service Areas. Modifications may include, but are not limited to, Service Area expansion due to the addition to existing facilities or the acquisition or construction of new facilities or the deletion resulting from the demolition or removal of existing facilities. Any adjustment of Rates shall be as set forth within the Agreement.
- 2.6. Performance Inspections
1. The Contract Administrator or building manager(s) shall conduct daily, weekly, monthly, and quarterly random inspections of the Service Areas to review Contractor's compliance with the performance standards established in Sections 4 and 5 herein.
  2. Contractor's Contract Supervisor, Project Manager, Assistant Project Manager, or other designee shall be required to participate on a monthly basis in a joint inspection of each Service Area with the Contract Administrator.

2.7. Utilities

County shall provide water and electric necessary to perform the required Services at no cost to Contractor.

3. CONTRACTOR'S RESPONSIBILITIES

3.1. Access

1. The Contract Administrator shall designate Airport access routes, entrance gates or doors, parking, Assigned Space, and time limitations that must be used by Contractor to perform the Services ("Access Designations"). Contractor shall conduct its Services in strict compliance with all Access Designations.
2. Contractor shall require all of its employees to comply with all Access Designations.

3.2. Accident Reporting

Contractor shall immediately notify the Airport Operations Control Center ("AOCC") and Airport Broward Sheriff's Office ("BSO") of any accidents or incidents arising from the performance of the Services hereunder that involve bodily or property injury to Airport users or Airport property.

3.3. Attendance

1. All employees of the Contractor or any Subcontractor must document their presence at the Airport while performing Services via an on-site automated electronic time and attendance recording system ("Employee Time System"). The Employee Time System shall be provided at Contractor's sole cost and expense and shall record hours worked, absences, and tardiness for each employee.
2. Daily, and within three (3) hours of the start time of each shift, Contractor shall provide the Contract Administrator with an employee roster that includes the name, designated work area, and duties of each employee performing Services during each shift.
3. Contractor shall assign its personnel to specific Service Areas to perform the Services and shall identify each employee's assigned work area(s) on a weekly organizational chart ("Weekly Organizational Chart"). The Weekly Organization Chart shall be provided to the Contract Administrator no later than 7 a.m. every Monday and document the employee assignments for the following workweek. The Weekly Organizational Chart must be updated to reflect current employee work assignments.
4. Contractor's personnel shall be in their assigned work area, properly equipped, and ready to begin work at the beginning of their shift and shall remain in their assigned work area during the entire work shift, exclusive of scheduled breaks.
5. Contractor's personnel shall not eat or take breaks within their assigned work areas. Scheduled breaks shall be in designated break areas and out of public view.
6. Contractor shall submit the actual number of employees performing Services hereunder on the first, second, and third shifts on daily, weekly and monthly reports.
7. Contractor shall schedule staggered employee breaks as necessary to maintain continual cleaning operations. No area shall be left unattended due to breaks or shift change.

### 3.4. Chemical Reporting

1. Contractor shall submit a written report on an annual basis reporting all chemicals and hazardous substances used in delivering the Services. The report shall be updated within ten (10) days following any change to the chemicals or hazardous substances previously reported. The report shall be submitted in Microsoft® Word or Excel format and include descriptions of all the chemicals and hazardous substances used at FLL and the intended and actual use thereof.
2. A copy of the current MSDS for each chemical or hazardous material reported shall accompany the report.
3. Special Note: The use of lotion-type liquid hand soap within existing dispensers is prohibited at FLL.
4. Upon request, Contractor shall meet with the Contract Administrator to discuss the use of any new chemical or hazardous materials to perform the Services hereunder.
5. Contractor shall maintain a library of current MSDS sheets for all chemicals and hazardous substances used to perform the Services.
6. The cost of each cleaning chemical and all paper products used at the Airport shall be separately logged and maintained by Contractor. The data must be provided to the Contract Administrator upon request.

### 3.5. Cleaning Frequencies

1. Contractor shall be solely responsible for the cleanliness of the Airport at all times. A yearly schedule of daily cleaning items and project cleaning program ("Service Plan") shall be attached hereto as Attachment 2 to the Agreement. The Service Plan shall be subject to the prior approval of the Contract Administrator. Contractor shall complete the Services as indicated in the Service Plan. If Contractor fails to complete the Services in compliance with the Service Plan, or if in the opinion of the Contract Administrator Contractor's work methods are not adequate to ensure completion of the Services as scheduled, the Contract Administrator may direct the Contractor, at no additional cost to County, to revise the Service Plan and/or use additional personnel to ensure completion of the work in a timely manner.
2. Contractor shall schedule daily cleaning to achieve complete Airport cleanliness in all Service Areas and shall comply with the Management Plan, Exhibit H and Service Plan, Exhibit I of the Agreement in order to cover all functions of the required Services, including but not limited to, hard floor/carpet cleaning and interior/exterior window spot cleaning. Contractor shall respond immediately to all trouble calls issued from the AOCC, which may include, but not be limited to, notice of spills, debris, or biohazard cleanup. BCAD reserves the right to require changes to the Management Plan and Service Plan. Contractor shall schedule work in a way that does not disrupt the functions and normal day-to-day procedures of the Airport and Airport users. BCAD reserves the right to require changes to any cleaning frequencies that it deems necessary in its sole discretion.

### 3.6. Communications, Contact Information, and Coordination

1. Contractor shall provide cell phones to its key employees. The Contractor shall ensure that the Contract Administrator has contact information (cell phone numbers and e-mail addresses) of Contractor's personnel responsible for implementing the requirements of

this Agreement on a twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year basis, including all weekends and holidays observed by the federal, state, and county governments and/or Contractor

2. Contractor shall provide communication devices including, but not limited to, cell phones and two-way radios to each shift supervisor, management team member, and any other key employees to enable effective communications to and from the AOCC, BCAD Building Managers, and other BCAD employees. Contractor shall provide all necessary maintenance, chargers, and accessories for all communication devices.
  3. The Contractor shall provide, at its sole cost a sufficient number of two-way radios to be used by its employees. In addition, the Contractor shall provide one (1) desk top base station two-way radio to the AOCC and five (5) additional hand held two-way radios and chargers to BCAD Maintenance Division to provide direct communication and/or dispatch with BCAD. Desk Top Station should be Motorola XPR 5550 or equal. Product must be approved by BCAD before acceptance.
  4. Contractor shall respond to all "immediate action calls" within five (5) minutes of radio call by the AOCC. "Immediate action calls" shall mean verbal notice to Contractor informing Contractor of the discovery of a deficiency or situation that has the potential to create, or has created, a safety or health hazard, or inconvenience to Airport Users.
  5. Contractor shall maintain a 24-hour telephone response number for emergency service on a cellular phone at its sole cost. Maximum telephone response time for off-site managers shall be thirty (30) minutes from receipt of verbal notice from BCAD. The on-site shift supervisor shall coordinate all necessary Services within ten (10) minutes of verbal notification by BCAD of the emergency.
  6. Contractor shall maintain, at all times, an active e-mail address for electronic communications.
  7. All shift managers must have an active e-mail address and must monitor communications throughout their shift.
  8. Contractor shall maintain communication with the onsite manager, either by radio or cellular telephone, for immediate contact.
  9. Unless specifically authorized in this Section 3.6, Contractor's employees are prohibited from using personal cell phones or electronic devices while on duty. Telephone calls made by or received by Contractor's employees are restricted to the Assigned Space. Emergency calls shall be placed and received only at telephones located in Assigned Space. Contractor shall maintain a list of emergency telephone numbers, including but not limited to, police and fire departments, located within Assigned Space.
- 3.7. Conduct Standards
1. Contractor shall be responsible for maintaining and enforcing satisfactory standards of employee conduct including, but not limited to, competency, courtesy, appearance, honesty, and integrity.
  2. Contractor's employees shall conduct themselves in a safe and orderly manner at all times while at the Airport, whether on or off duty.

3. While at the Airport, Contractor's employees shall not fight, use, possess, or be under the influence of alcohol and/or drugs, engage in any immoral conduct, including, but not limited to, gambling, soliciting, or stealing. Except to the extent required under this Agreement, Contractor's employees shall not take pictures or videos while on duty.
4. Contractor must ensure that its employees are knowledgeable of all security requirements at the Airport, including those in Section 2-39 of the Broward County Code of Ordinances, which may be found at [https://library.municode.com/fl/broward\\_county/codes/code\\_of\\_ordinances?nodeId=PTII\\_COOR\\_CH2AIAI\\_ARTIIIFOLALLINAI\\_DIV1GEPR\\_S2-39AISEANCOFOLALLINAI](https://library.municode.com/fl/broward_county/codes/code_of_ordinances?nodeId=PTII_COOR_CH2AIAI_ARTIIIFOLALLINAI_DIV1GEPR_S2-39AISEANCOFOLALLINAI).

### 3.8. Damage Responsibility

1. Contractor is responsible for the repair or replacement of any items damaged from, relating to, or in connection with its delivery of the Services. In the event Contractor fails to repair or replace any damaged items, County reserves the right to repair and replace, or cause the repair and replacement and Contractor shall be responsible for all costs incurred by County. Contractor shall pay all costs incurred by County within fifteen (15) days of written demand from County, or County may deduct the costs from any payment due Contractor as County may elect.
2. Contractor shall submit a written report detailing the incident and extent of the damage and include pictures to BCAD Operations and the Contract Administrator within 24 hours following Contractor's damage to property and/or equipment.
3. All supplies, materials, equipment and any other personal property of Contractor or its employees placed at the Airport shall remain the property of Contractor or Contractor's employees, and shall be placed at the Airport at the risk of Contractor or its employees. Contractor is solely responsible for taking the action necessary to protect its supplies, materials, equipment, and the personal property of its employees, from loss, damage, or theft.

### 3.9. Delivery of Supplies

Contractor and its Subcontractors shall schedule deliveries of supplies and Services during times that will cause minimum disruption and inconvenience to BCAD, Airport users, or Airport operations. The Contract Administrator may require changes in the time of any deliveries when determined to be in the best interest of Airport operations.

### 3.10. Employees

The Contract Administrator may request that the Contractor prohibit an employee from performing any Services hereunder following a determination by the Contract Administrator that the employee committed the following:

- a) Neglect of duty, absenteeism, or sleeping on the job.
- b) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.
- c) Theft, scavenging, vandalism, immoral conduct, or any other criminal action.
- d) Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or other substances that produce similar effects while on duty.



e) Breach of Airport security requirements.

### 3.11. Emergency Response and Irregular Operations

1. Contractor shall respond to unusual or irregular operational requests, emergency calls, special events, plumbing repairs and/or drain back-ups, weather related cleanup, or unforeseen circumstances at no additional cost. The Airport is a constantly changing, twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year environment, and unforeseen and/or irregular operations outside of the normal scope of work are to be expected.
2. An emergency call means a report of a condition/failure that has the potential to create, or has created, an immediate danger to persons or property ["Emergency Call(s)"]. An Emergency Call, includes, but is not limited to, plumbing problems that cause flooding, leaking ceilings/roofs, sewage backups, and broken water pipes. During a large emergency such as floods or sewer backups, Contractor may be required to reassign personnel from other non-critical duties for the duration of the emergency. Contractor shall respond immediately to all Emergency Calls and shall provide and use proper safety gear, signage, or barricades to ensure the safety its employees and Airport users.
3. If an Emergency Call involves an event that interrupts or otherwise adversely affects Airport operations or Airport tenants, Contractor shall respond, with all appropriate equipment and personnel to the site of the emergency within fifteen (15) minutes of the Emergency Call and remain on-site until the problem has been resolved or BCAD gives permission to leave.
4. The Contract Administrator may request Contractor to perform additional cleaning related services ("Special Assignment") when deemed necessary for Airport operations. Upon prior written authorization by Contract Administrator, Contractor may submit an invoice utilizing the rate on the Item Response Form in the event the Special Assignment required Contractor to utilize additional personnel. Submission of an invoice shall not be permitted if the Special Assignment was completed utilizing Contractor's regularly scheduled employees.

### 3.12. Energy Conservation

1. Contractor shall instruct employees in energy conservation practices. Contractor shall not waste electricity, water, heat, air conditioning, or other utilities.
2. Lights in non-public areas shall be used only when Services are being performed in the area.
3. In situations where energy management systems have automatic shut off lighting, Contractor may manually turn on the lighting when performing Services in the area. Contractor must turn the lighting off when leaving the area.
4. Contractor shall not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems except in cases of emergency to shut off the systems.
5. Water faucets or valves shall be turned off following the completion of Services.
6. Malfunctioning or leaking faucets, toilets, and urinals must be reported to the AOCC immediately.

### 3.13. Equipment

1. All equipment necessary to perform the Services shall be provided and maintained by Contractor at its sole cost and must comply with all Occupational Safety Health Administration ("OSHA") standards and requirements. The Contract Administrator shall be provided with a detailed equipment inventory including date of purchase, manufacturer name, model number, capabilities, and maintenance/warranty schedule. Additionally, Contractor shall maintain written logs for all powered equipment indicating the date of purchase and the dates of all maintenance and repair activities. Contractor shall also maintain the manufacturer specification technical sheets for all powered equipment. The Contract Administrator or designee may review the logs and inspect equipment repair facilities and processes on a random basis
2. Equipment kept at the Airport shall include, at a minimum, the following: safety signs, power driven floor scrubbing machines, back pack vacuums, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, necessary motor trucks, brooms, brushes, mops, pails, dust cloths, dust wands, riding vacuum cleaners with HEPA filters, floor machines for surfacing non-carpeted floors, wet-dry tank vacuum cleaners, buffers, shampoo machines, truck mounted extractors, portable extractors, gondolas (or equal) for removing trash from the facilities, boom lift, scissor lift, floor grinder, commercial portable air blowers, commercial portable dehumidifiers, vehicle to haul trash, escalator cleaner, pressure washers, sweepers, and brushes.
3. On the Agreement's Effective Date, all equipment necessary to perform the Services hereunder must be new or have been in service no more than one (1) year prior to the Agreement's Effective Date. Equipment must be of the size and type customarily used in work required herein. Modified or non-standard equipment shall only be permitted with the prior written approval of the Contract Administrator. Contractor shall not use, or shall immediately discontinue the use of, any equipment that damages or may cause damage the Airport facilities or its contents. All equipment and vehicles used to provide Services hereunder shall be subject to approval by the Contract Administrator.
4. Contractor shall have an established program to provide preventative maintenance and repair of equipment. Contractor shall ensure that an appropriate number of machines are in working order each night to perform the required Services. Contractor shall provide to the Contract Administrator a list of critical equipment that will be accessible off-site for use as backup in the event that necessary equipment is out of service for more than two (2) days. Lack of equipment shall not justify a failure to perform Services.
5. Contractor's equipment, signs, carts, barrels, barricades, and tools used within the view of Airport users shall be kept clean and free of accumulated dirt, grime, grease, stickers, tape, and markings. All identification labels, names, or markings must be professionally designed and applied.
6. Contractor may use designated Airport electrical power outlets (110 volts) to operate equipment. Contractor shall be responsible for any damage caused to the electrical outlets and outlet covers caused by the improper connection or disconnection of equipment.
7. All equipment used by Contractor to perform Services shall meet the following requirements:
  - a) Vacuum Cleaners shall be of commercial grade, dual motor driven with HEPA filtration or equipment that meets such standards, and contain a bristle beater bar.

Backpack and canister vacuum cleaners must contain a powered head. All vacuum cleaners shall be certified by the Carpet & Rug Institute's Green Label Plus testing program or equivalent for vacuum cleaners and operate with a sound level at less than 70 decibels ("dBA").

- b) Carpet extraction equipment used for restorative deep cleaning must be certified by the Carpet and Rug Institute's Seal of Approval Program for deep-cleaning extractors.
  - c) Propane powered truck mount type extractors are preferred over gasoline models. Power truck mounted extractors must contain properly maintained manufacturer's factory emission system(s) and safety and warning devices.
  - d) Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, shall be equipped with vacuums, guards and/or other devices for capturing fine particulates and operate with a sound level of less than 75 dBA.
  - e) Automated scrubbing machines shall be equipped with variable-speed feed pumps or acceptable alternative. Scrubbing machines shall use only tap water with no added cleaning products.
  - f) Battery-powered equipment shall be equipped with environmentally preferable gel batteries when stored/charged in areas outside of designated charging rooms.
  - g) Powered equipment shall be ergonomically designed to minimize vibration, noise, and user fatigue.
  - h) Equipment shall be designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.
  - i) Propane-powered cleaning equipment must receive prior written approval from Contract Administrators before use and shall contain proper emission and safety guards.
  - j) All hot water extraction equipment for deep cleaning carpet must be capable of removing sufficient moisture so that carpets shall be dry to the touch in less than four (4) hours and completely dry in less than twenty-four (24) hours.
  - k) All electrical equipment shall comply with all applicable safety requirements, including but not limited to, the use of ground fault interrupters or a wiring inspection program to assure the integrity of ground pins, grounding continuity, strain relief and insulation quality of plugs and cords. Electrical equipment must operate at full rated performance levels using existing building circuits. Contractor shall prohibit, and prevent the operation or attempted operation of, electrical equipment or combinations of electrical equipment that require power exceeding the capacity of existing building circuits.
8. Multiple extension cords shall not be connected together (daisy-chain) when operating corded equipment. Power cords shall be maintained with no frayed, taped, or spliced parts. All ground prongs shall be original and not cut or removed. If any power outlet is found to be de-energized, Contractor shall report the situation to AOCC immediately.

9. Prior to the beginning of each work shift, each janitorial closet, each janitorial cart, and each employee shall be provided with the appropriate equipment, tools, chemicals, and supplies.
  10. At all times, no less than thirty (30) properly maintained and filled Bio-Hazard Spill-Control Kits ("spill kits") shall be located in specified janitorial closets and other appropriate locations approved by the Contract Administrator. Spill kits shall contain appropriate absorbents, equipment, and safety gear to respond to biohazard and blood borne pathogen calls. Contractor shall provide training to all supervisors and employees on the use of the spill kits and the proper disposal of contaminated materials and equipment.
  11. The Contract Administrator may conduct an inventory of the Contractor's equipment and tools located at the Airport thirty (30) days after the Agreement's Effective Date and annually thereafter, to verify that Contractor has sufficient tools and equipment to perform the Services.
- 3.14. Essential Job Functions for Custodians/Cleaners
1. Contractor's employees must possess the ability to interact courteously with Airport users and fellow employees to maintain a professional work atmosphere and promote a positive travel experience for the public.
  2. All custodians/cleaners must be able to speak and understand English.
  3. The following physical demands must be met by each custodian/cleaner:
    - a) Perform light to medium work that involves walking or standing virtually all of the time.
    - b) Have the ability to exert between 20 and 50 pounds of force on a regular and recurring basis.
    - c) Have adeptness and speed in the use of the fingers, hands, and limbs in tasks involving accuracy.
    - d) Have the ability to be routinely and frequently exposed to cleaning chemicals.
    - e) Have the ability to bend down frequently throughout the work shift.
  4. In the event BCAD personnel observes an employee of Contractor who appears to be unable to perform one or more of the above essential functions, BCAD may request Contractor to send the employee for a fitness test at Contractor's expense. Any employee who cannot pass the fitness test shall no longer be permitted to provide custodial/cleaning Services.
- 3.15. Fire Prevention and Protection
- Fire prevention and protection of County property is essential. Contractor shall be knowledgeable and provide appropriate training to its employees in the proper method to report a fire and evacuate personnel.
- 3.16. Fraud, Waste and Abuse

Contractor shall maintain proper conduct and discipline within Service Areas. Contractor's employees shall be encouraged to be alert to and report suspected situations of fraud, waste, and abuse, or other intentionally dishonest conduct.

3.17. Holidays

Contractor shall perform the Services twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year, including all weekends and holidays observed by the federal, state, and county governments and/or Contractor.

3.18. Key Control

1. Contractor shall provide adequate safeguards to secure keys, key cards, other entry devices, and codes provided by the County (collectively "Keys").
2. When Contractor enters an unoccupied/unlocked section of a building to provide Services, Contractor shall lock same before leaving.
3. Contractor shall maintain a record of the Keys issued to its employees. Contractor shall neither duplicate nor allow Keys to be duplicated.
4. Contractor shall establish and implement procedures to ensure that all Keys issued to Contractor by BCAD are not lost, misplaced, or used by unauthorized persons.
5. Contractor shall develop procedures covering key control that shall be included in its quality control plan.
6. Lost, missing or stolen Keys shall be immediately reported to the Aviation Security Division and the Contract Administrator. Contractor may be, at County's sole discretion, required to replace, re-key, or reimburse BCAD for replacement of locks or re-keying following the loss or theft of Keys. In the event a master key is lost or duplicated, BCAD shall replace, or cause to be replaced, all locks and keys for that system, and the total cost of replacement shall be deducted from the next monthly payment due Contractor.
7. Contractor shall prohibit the use of Keys by any persons other than Contractor's authorized employees.

3.19. Key Personnel

1. Contractor shall ensure that the persons responsible for Contractor's performance of the Services under this Agreement (collectively, the "Key Personnel") are appropriately trained and experienced, and have adequate time and resources to perform in accordance with the terms of this Agreement. The Key Personnel shall be identified in the Management Plan, Exhibit H of the Agreement.
2. To the extent Contractor seeks or is required to make any change to the composition of the Key Personnel, Contractor shall provide the Contract Administrator with thirty (30) days' advance written notice (or as much written notice as is possible if thirty (30) days' written notice is not possible) regarding such changes. The written notice shall address all changes to the Management Plan associated with the change and include the resume(s) of individual(s) that are proposed to replace the Key Personnel. Contractor must receive the Contract Administrator's written consent before any change in the Key Personnel.

3. In the event that the Contract Administrator determines that any of the Key Personnel have failed to perform his or her duties, then in addition to all other rights under this Agreement, the Contract Administrator shall have the right to require Contractor to replace such Key Personnel. The Contract Administrator shall notify Contractor in writing of its demand for replacement and shall allow Contractor thirty (30) calendar days from the date of such written notice to affect replacement. Contractor must receive the Contract Administrator's prior written consent of the replacement Key Personnel.
4. County shall not be responsible for any additional costs associated with a change in the Key Personnel.
5. Contractor shall provide the Contract Administrator with the daily schedule for the Key Personnel and shall notify the Contract Administrator of any changes to that schedule.
6. Contractor shall establish, at a minimum, the following positions to manage the Services during the term of this Agreement:
  - a) A full-time on-site Project Manager ("PM") responsible for the day-to-day operations and who has full authority to act on behalf of Contractor and act as liaison to Contract Administrator.
  - b) Two Assistant Project Managers ("Assistant PM") to work alternate shifts from the Project Manager.
  - c) A Quality Control Manager ("QC Manager") responsible for ensuring Services are performed in compliance with requirements of this Agreement.
  - d) A Shift Supervisor on each shift reporting directly to the Project Manager or his/her Assistant.
  - e) A Terminal Supervisor for each terminal that provides leadership to the cleaners as a part of his/her assigned duties and reports directly to the Shift Supervisor.
7. The PM, Assistant PM, QC Manager, Shift Supervisor, and each Terminal Supervisor shall be capable of verbal and written communication in the English language and shall be capable of effectively communicating with all Contractor's employees. Minimum personnel requirements for each of the above-mentioned positions shall be as follows:
  - a) The PM must work full-time onsite at the Airport. The PM must be a highly qualified and experienced manager with at least three (3) years' experience managing a janitorial contract of similar size and number of employees. The PM shall be proficient in all applicable OSHA, EPA, and other federal, state, and local laws and regulations regarding the materials that may be encountered in the delivery of Services.
  - b) The Assistant PMs must work full-time on site at the Airport and work alternate shifts from the PM. The Assistant PMs shall perform the same responsibilities of the PM and have at least two (2) years of related experience.
  - c) The QC Manager must work full-time onsite at the Airport and shall be responsible for the Contractor's QC Program, as hereafter defined. The QC Manager shall have at least three (3) years' experience in quality control.

- d) A Shift Supervisor must work full-time onsite at the Airport during each shift. The Shift Supervisors shall report directly to the PM or Assistant PM. Each Shift Supervisor shall have at least three (3) years of experience supervising a janitorial contract of similar size and number of custodial workers. The Shift Supervisor shall have authority to take all necessary actions where a prompt response is required to maintain or restore Service in the absence of the PM or Assistant PM. Each Shift Supervisor shall be familiar with the requirements of this Agreement to ensure compliance. The Shift Supervisor shall conduct a daily inspection and evaluation of all assigned areas of work, note all discrepancies, and require the correction thereof. A Shift Supervisor shall not perform custodial tasks.
  - e) A Terminal Supervisor must work full-time onsite at Airport at each terminal. Each Terminal Supervisor must have at least two (2) years of experience in supervising janitorial workers shall report directly to the Shift Supervisor. Terminal Supervisors shall be able to provide direction and advice on proper janitorial practices and procedures to the custodial workers. Terminal Supervisors shall not perform custodial tasks. A Terminal Supervisor shall not supervise more than eight (8) janitorial employees at any given time.
8. The PM, or designee, shall be on call at all times to respond to emergencies and must be able to be physically present at the Airport within one (1) hour of notification of an emergency. The PM shall provide the Contract Administrator a weekly written report detailing all Services performed during all three shifts and detailing the Services planned for the next week. This report shall include all accidents or incidents that occurred during the previous week's shifts.
9. The Contract Administrator reserves the right to approve Contractor's selection of all supervisory personnel.
10. Each Shift Supervisor shall work with as many Terminal Supervisors and team leaders as is necessary to accomplish the required Services. A team leader is a custodian that has been given additional responsibilities based upon work history and management skills ("Team Leader").
- a) The first and second Shift Supervisors shall have at least one Terminal Supervisor for each of the following areas: each Terminal and each Concourse with each Terminal.
  - b) The third Shift Supervisor shall have the same number of Terminal Supervisors and Team Leaders as required for the first and second shift plus an additional supervisor for deep cleaning projects and special tasks ("Project Supervisor").
11. Shift Supervisors shall not perform custodial tasks. The Shift Supervisors shall manage the cleaning and custodial services, glass and window spot-cleaning, and other miscellaneous maintenance services performed by units consisting of a Team Leader and crew. The crew shall report to the Terminal Supervisor, the Terminal Supervisor shall report to the Shift Supervisor, and the Shift Supervisor shall report to the PM. The PM shall report to the Contract Administrator.
12. Contractor shall not use employees from a temporary employment agency for Services at the Airport.

3.20. Lost and Found Property

1. The Airport's Lost and Found Office ("Lost & Found") is located in the RCC on Level 2.
2. Contractor shall develop, implement, and maintain adequate procedures to ensure that none of their employees scavenge any items from any Airport buildings or properties and that all found property is delivered to Lost & Found.
3. Contractor shall ensure that lost or misplaced articles found by Contractor's employees at the Airport are promptly turned in to their Shift Supervisor for prompt delivery to the Lost & Found. All found items shall be identified with date, time, and location of where the item was found.
4. Contractor shall enforce a policy that provides for employee discipline, up to and including the removal of an employee from providing Services hereunder, for failure to comply with the procedures relating to Lost & Found property.

3.21. Needed Repairs/ Damage Reporting

1. Contractor shall promptly report to the AOCC, upon discovery, any needed repairs to Airport buildings, furnishings, fixtures, mechanical equipment, or any other mishap or malfunction, including but not limited to soap, paper towel, and other rest room dispensers. Contractor shall be proactive in both the discovery and reporting of all needed repairs.
2. Contractor shall barricade both ends of an escalator in the event it is malfunctioning and notify AOCC immediately. Contractor's personnel shall not repair, or attempt to repair, inoperable plumbing, electrical, or other building components other than completing purely janitorial tasks.

3.22. Performance and Work Hours

1. Contractor shall be responsible for the complete and timely performance of all the Services.
2. Contractor shall be required to have adequate personnel on duty twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty five (365) days per year (24/7/365), including all weekends and holidays observed by the federal, state, and county governments and/or Contractor.

3.23. Personnel Awareness

1. Contractor's employees shall be familiar with their designated work areas.
2. All observations of suspicious persons, packages, and circumstances by Contractor or its employees must be immediately reported to the AOCC or BSO.
3. Contractor shall enforce strict discipline and good order among employees. No children, friends, relatives, or a person not employed and assigned to the work site shall be permitted to visit with an employee while the employee is on duty.

3.24. Personnel Training

Contractor shall provide environmental health and safety training ("Training") to ensure compliance with all federal, state, and local laws or regulations. Contractor shall not permit any employee to perform Services until they have successfully completed all Training. Contractor shall document the content of its Training programs and maintain a Training record for each



employee performing Services hereunder ("Training Record"). Contractor's employees performing specialized work, such as, but not limited to, stripping and refinishing floors and overhead cleaning above eight feet, shall receive additional Training related to such work.

1. Training Records:

- a) Training Records shall document, at a minimum, each employee's name, date of employment, the type and date of each training class attended, and the class instructor.
- b) Training Records shall be available for inspection and shall be included, as applicable, in the weekly report to the Contract Administrator. The Contract Administrator or its designee may review the content of training classes.

2. Training Subjects:

At a minimum, all of Contractor's employees shall receive training in the following areas before commencing Services and again upon the completion of each twelve (12) month period thereafter. All training must be documented on signed roster sheets. Training Records that must be provided to BCAD upon request:

- a) OSHA Hazard Communication Standard, Reading a Material Safety Data Sheet, Safe Handling, Use, and Disposal of Cleaning Materials including Spill Response Proper Recycling Practices;
- b) Proper Mixing and Dilution of Concentrated Chemicals;
- c) Hazardous Materials and Blood Borne Pathogen Training;
- d) Ergonomic Training, including Safe Lifting Practices and Proper Equipment Handling;
- e) Institute of Inspection Cleaning and Restoration Certification (IICRC) Training, or as it is currently known "The Clean Trust" (carpet project crew members and Supervisors only);
- f) Tools and Equipment - Proper Use and Care;
- g) Rest Room Cleaning and Disinfections;
- h) Office and Related Area Cleaning;
- i) Waste Collection and Recycling;
- j) Common Cleaning Mistakes;
- k) Quality Control (employees with supervisory duties only);
- l) Quality Assurance (employees with supervisory duties only),
- m) Inspection Techniques (employees with supervisory duties and Team Leaders only);
- n) Emergency Procedures & Evacuations;

- o) Incident/Accident Reporting;
- p) Personal Protective Equipment; and
- q) Airport Safety and Wayfinding Pictograms.

3. Syllabus

Contractor shall provide a schedule of subjects and Training times to the Contract Administrator.

4. Training Materials

County may, at its sole option, make training materials, scripts, and training equipment available for Contractor's use; provided, however, the provision of training materials shall not relieve Contractor of its obligation to provide Training. County provided training materials and scripts, if any, shall remain the sole and exclusive property of County and may not be removed from the Airport.

3.25. Quality Control Program

1. Contractor shall maintain a quality control program ("QC Program") to ensure the Services are provided as specified. The QC Program and all changes thereto shall be subject to review and approval by the Contract Administrator. Contractor shall provide the Contract Administrator with no less than five days' written notice prior to implementing any changes to the QC Program.
2. The QC Program shall include, but not be limited to, the following:
  - a) A description of specific monitoring techniques for all Services included in the work schedule. It must specify Service Areas to be inspected on either a scheduled or non-scheduled basis, frequency of inspections, and the position of the employee(s) that shall perform each inspection.
  - b) A method of identifying deficiencies in the quality of Services before the level of performance is unacceptable.
  - c) A plan to periodically conduct field audits of all Contractor's employees to maintain quality standards.
  - d) An inspection system covering all required Services.
3. Contractor shall maintain a file of all inspections conducted and the corrective actions taken ("QC Report"). The format of the report shall be subject to approval of the Contract Administrator.
4. Contractor shall prepare a weekly Operation and Inspection Report ("O&I Report") of the work that was performed and inspected the previous week and work that is planned for the next week. The O&I Report must, at a minimum, include the following: areas where detail cleaning was performed; problems encountered; items requiring maintenance and/or repair; and the action that was taken on items included in the report. The O&I Report shall be immediately available to the Contract Administrator upon written request.

3.26. Airport Logbook

Contractor shall maintain an Airport logbook ("Logbook"). The Logbook shall be kept at the Airport and maintained by Contractor. The Logbook shall contain at a minimum:

- a) A copy of the Daily Work Roster / Sign in Sheet for all Service Areas.
- b) MSDS sheets for all chemicals and supplies used in the building.
- c) Service Plan for all Service Areas. The Contract Administrator may request a copy or copies of the daily cleaning schedule(s) at any time.
- d) Completed QC Reports.
- e) Completed Electronic Service Requests. An electronic request shall be used to advise Contractor for service (Electronic Service Request). Upon completion of the task resulting from a service request, acknowledgement of completing the task shall be sent by e-mail sent to the Contract Administrator. Electronic Service Requests shall be maintained in the Logbook.

### 3.27. Relief For Absenteeism, Breaks And Vacation

Contractor shall provide relief personnel as necessary to ensure that the level of Service is maintained and not compromised. A Service Area shall never be without adequate coverage in order to maintain clean and safe facilities for Airport users.

### 3.28. Labor Summary Report

A monthly labor summary report ("Labor Summary Report") shall be submitted with each monthly invoice.

- a) The Labor Summary Report must identify total hours worked per week by each employee and include the assigned Service Area, task category identified as routine, special projects, trash, supervisor, etc.
- b) Detailed supporting documents verifying the information in the Labor Summary Report must be maintained and include employee name, payroll identification number, hours worked, pay rate and gross pay.
- c) Contractor, as required in the Agreement, Section 11.4, Audit Rights and Retention of Records, must retain the Labor Summary Report and all detailed supporting documents.

### 3.29. Safety Measures

1. Services shall be performed using "SAFETY FIRST" practices and in compliance with all OSHA laws, regulations, standards, and guidelines. Contractor shall provide safety devices and apparel at no cost to its employees and shall ensure employees wear all required safety devices. Safety devices and apparel shall include, without limitation, respiratory protection, head, eye, hand, and foot protection, hearing protection, and traffic vests as required.
2. County reserves the right, but has no obligation, to inspect all Service Areas for safety violations or hazards (collectively, "Safety Violation") and to direct Contractor to take immediate action to remedy any Safety Violation. In the event that County elects to direct Contractor to stop work because of any type of Safety Violation, Contractor shall bear all costs for eliminating the safety violation and shall not be compensated by County for the work stoppage.

3. The operation of Contractor's vehicles or private vehicles by Contractor's employees on or about the Airport shall conform to posted regulations and safe driving practices.
4. Aisles, passageways, alleyways, entrances, and exits to fire protection equipment must remain unobstructed at all times.
5. Contractor shall provide and place barricades, tarps, plastic, and other safety/traffic control equipment to protect its employees and Airport users. Contractor shall not use Airport stanchions, chairs, trashcans, plants, and/ or pottery as barriers or partial barriers for safety/traffic control. Unless necessary for safety reasons, Contractor shall not impede the flow of Airport User traffic at any time. All safety signage and equipment shall be professional and designed for its intended purpose.

### 3.30. Smoke Free Environment

1. All County facilities are smoke free except for exterior designated smoking areas. Contractor and its employees shall adhere to all rules and regulations regarding the maintenance of a smoke free environment.
2. Employees may only smoke during break times and only in exterior smoking areas designated by BCAD. Employees caught smoking during non-break times shall be disciplined by Contractor and the event documented in their personnel file.
3. Absolutely no smoking is allowed on the airfield or ramp side of the Airport.

### 3.31. Uniforms

1. Contractor's employees shall be dressed in a uniform approved by the Contract Administrator. Contractor shall supply all uniforms at no cost to County.
2. Uniforms shall consist of a collared shirt or blouse and long pants or skirt.
3. The shirt or blouse shall have Contractor's name printed on the front at a visible position. Outerwear for inclement weather shall be the same color as the uniform and shall have the company logo or name affixed thereon in a permanent or semi-permanent manner such as a badge, patch or monogram that is visible and obvious. Any hats shall be the same color as the uniform and must have the company logo or name in the front.
4. All employees shall arrive to work in a clean uniform free of stains. Contractor's employees shall not use public restrooms as locker rooms.
5. No advertising and/or slogans shall be printed on uniforms.
6. All employees of any Subcontractor shall wear Contractor's approved uniform and shall have their employer's company name affixed to the upper left chest area in a permanent or semi-permanent manner such as a badge, patch or monogram that is visible and obvious
7. The uniform shirttail must be tucked into pants or skirt while the employee is at the Airport.
8. The uniform must meet or exceed all safety related standards such as steel toe shoes or other safety related uniform materials.

9. Employees must display the Airport issued Identification Media [Security Identification Display Area ("SIDA") Badge] on their outermost garments.
10. Contractor shall remove the employee from a Service Area when not dressed in full uniform.

### 3.32. Vehicle Requirements

1. Contractor must provide, at its sole cost, ramp side vehicle(s) to remove and haul trash from the buildings to the appropriate waste sites located at the Airport.
2. Contractor must provide a truck equipped with a mounted water extractor.

### 3.33. Vehicle Ramp Driving

1. Only authorized personnel may drive vehicles on the airside of the Airport.
2. All Contractor's employees requiring ramp driving privileges must adhere to BCAD Security Division's requirements.

### 3.34. Vehicle Registration and Parking

1. Contractor shall register all company vehicles utilized to perform Services with BCAD.
2. Contractor's vehicles utilized to perform Services must permanently display the company's name and logo on the front doors (both sides) of the vehicles.
3. On-site parking shall be provided for Project Managers only. All other employees of Contractor or Subcontractors shall park in the off-site employee parking lot and ride the shuttle bus to the Airport facilities.

## 4. MINIMUM STANDARDS ("Minimum Standards" or "Standards")

### 4.1. Performance Based Agreement

1. Contractor shall provide all services and supplies of sufficient quantity and quality to achieve the Standards as detailed within these specifications. The Standards may be supplemented by BCAD, as deemed necessary in its sole discretion, in order to maintain a professional, clean, and safe environment at the Airport.

### 4.2. Janitorial Standards

1. Dusting: A properly dusted surface shall be free of all dirt and dust, streaks, lint, and cobwebs. Dusting must be accomplished with proper cloths and apparatus. All sensitive and electronic surfaces must be avoided. No personal or individual office equipment or supplies may be moved or disturbed.
2. Plumbing Fixtures and Dispenser Cleaning: Plumbing fixtures (i.e. toilets, sink basins, urinals, faucets, etc.) and dispensers shall be cleaned to be free of all deposits and stains so that the item shall be left without dust, streaks, film, odor, or stains and has a bright and uniform appearance. Care shall be taken to ensure that cleaning chemicals do not harm, dull or mark chrome finishes, do not scratch porcelain fixtures, and do not harm or stain finishes of walls or stalls.
3. Sweeping: A properly swept floor shall be free of all dirt, dust, gum, grit, lint, and debris.

4. Vacuuming:
  - a) Carpet shall be free from soil and debris. The vacuumed fibers shall be cleaned to protect pile from matting (preferably using a machine with cylindrical brushing action). Effective vacuuming requires multiple, slow deliberate passes to ensure the removal of soil and dust at and/or below the carpet surface.
  - b) Contractor shall use approved commercial dual motor driven vacuums with bristle beater bars and HEPA filtration. Backpack and canister vacuum cleaners shall be allowed only when used with a powered head.
5. Damp Mopping: A satisfactorily damp mopped floor shall be free of dirt, dust, marks, film, streaks, debris, and standing water. Contractor must provide a sufficient number of barricades, traffic cones, and proper slip hazard signs for each floor area being cleaned to protect all Airport users adequately.
6. Dust Mopping: A satisfactorily dust mopped floor shall be free of all dirt, dust, lint, and debris. Contractor shall use microfiber mops to reduce air borne contaminants. All hard floors shall be dust mopped each night, including under all furniture and behind all pottery, waste receptacles, machines, etc. Stanchions in the checkpoint areas shall be moved and placed back in the same configuration after work is completed. Any other items moved shall also be returned to the original positions.
7. Metal Cleaning: All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance, free from spots, smudges, and streaks. Cleaning agent is to be removed from all adjacent surfaces and surrounding finishes must not be damaged. Oil based cleaners are to be avoided.
8. Spot Cleaning Glass:
  - a) Exterior and interior windows and entrance/vestibule glass doors shall be cleaned under a separate contract. Contractor shall spot clean and maintain interior and exterior windows in between services. Glass cleaning of rails, escalators, and all other glass that is not interior/exterior windows shall be the responsibility of Contractor.
  - b) Glass is clean when all glass surfaces have been wiped clean, are without streaks, film, deposits, and stains, and have a uniformly bright appearance and adjacent surfaces, including mullions and windowsills.
  - c) Glass cleaning work shall be accomplished with the least possible interference to Airport Users and operations. Dark or tinted glass shall be included in cleaning service.
9. Wall Washing: After cleaning, the surfaces of all walls, exposed pipes, and equipment must have a uniformly clean appearance, be free from dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film streaks and deposits.
10. Spot Cleaning Carpets: A carpet adequately spot cleaned shall be free of all stains, deposits, gum, and spills, leaving a uniform appearance. Care must be taken to use a product that will not harm the carpet fibers and ensure complete surface removal. Adjacent surfaces shall be protected or cleaned.

11. Spot Cleaning Fabrics: All stains, gum, food debris, sticky substances, vomit, trash, biohazard spills, and any other substances shall be removed from the fabric on chairs, benches, and other surfaces each night using a properly diluted cleaning solution. Contractor shall use a product that will not harm the fabric fibers and ensure complete spot removal. The adjacent surfaces shall be protected or cleaned.
12. Graffiti Removal: Graffiti shall be removed from surfaces on the outside and inside of the Airport buildings and items located on the Airport grounds. Care shall be taken to maintain the original surface where graffiti appeared. Graffiti shall be removed as soon as it is discovered; provided, however, any gang, violent, or hate related graffiti must be reported to the AOCC before the graffiti is removed.
13. Entrances and Vestibules: Entrances to the facilities shall present a clean, well-kept, orderly and welcoming appearance. Debris shall be swept up and put in the trash; entrance matting shall be vacuumed and maintained free from soil, debris and gum. Gum and spills shall be removed as soon as it is discovered. Spot clean doors, glass and doorframes, matting and adjacent areas shall be maintained as needed to ensure acceptable appearance at all times.
14. Waste and Recycling Receptacles: Waste and recycling receptacles shall be emptied and spot cleaned as needed to maintain safe and sanitary conditions. Walls or surfaces surrounding the receptacles shall be spot cleaned and the floors under and near the cans are to be clean and kept free of stains, spots, rust, and rings. Liners shall be replaced at each emptying of the receptacle; receptacles shall not be allowed to overflow. Periodically, all receptacles shall be thoroughly cleaned inside and out as needed with germicidal detergent. All receptacles in the public areas shall be kept neatly aligned and the receptacle(s) turned with lettering or signage facing out for easy visibility.
15. Drinking Fountains: Clean drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other removable soil and present a uniformly bright appearance. Clean and disinfect all polished metal surfaces including the orifices and drain; care shall be taken to prevent overspray or damage to other surrounding finishes or walls. Surrounding walls, floors, and other surfaces shall be kept clean and free of streaks, water spots and stains. Floor mats placed under fountains shall be kept clean and aligned.
16. Public and Courtesy Telephones: Public telephones and surrounding areas shall present a clean appearance free of dust, dirt stains, debris, graffiti and smudges. Telephones shall be cleaned, sanitized, and left with a uniformly bright appearance.
17. Elevators and Adjacent Areas: All interior and exterior walls, floors, doors, ceilings, door tracks, glass, switches, buttons, controls and equipment must have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint and cleaning marks. Floors must be maintained according to standards for carpet and/or hard surface materials. Metal and bright work must be maintained in accordance with standards listed herein. All adjacent areas must be left free of residue and spotting following cleaning procedures. Elevator and adjacent areas must be maintained as needed to ensure acceptable appearance at all times.
18. Escalators, Moving Walkways and Adjacent Areas: All interior and exterior areas, cladding, glass, treads and risers, landings, handrails, switches, buttons, controls and related equipment must have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint and cleaning marks and be maintained in accordance with standards

listed herein. Adjacent floor areas must be maintained according to standards for carpet and/or hard surface materials. Metal and bright work must be maintained in accordance with standards listed herein. All adjacent areas must be left free of residue and spotting following cleaning procedures. Escalators and adjacent areas must be maintained as needed to ensure acceptable appearance at all times.

19. Stairwells/ Halls: All walls, floors, stairs, stair treads, doors, door thresholds, and glass must have a uniformly clean appearance, free from dirt, dust, stickers, gum, stains, marks, streaks, lint and cleaning marks. Floor and wall finishes must be maintained according to the standards listed herein, care and detail shall be paid to treads, grids, edges and baseboards to ensure acceptable appearance at all times. Concrete surfaces must be swept of all dirt, dust, cobwebs and debris and pressure washed according to need. Railings must have a uniformly clean appearance, free from dirt, stains, smudges, adhered foreign substances, grease, oil and grime.
20. Vents/Grills/Exhaust Fans/Light Fixtures: Exterior equipment covers to include vents, diffuser and exhaust fans, grills, and light fixtures must have a uniformly clean appearance, free from dirt, dust, stains and cobwebs.
21. Mechanical Rooms: Mechanical rooms that Contractor is allowed to access must be kept neat and free of unauthorized storage items and debris.
22. Curbside Walkways: Concrete walkways must be free of all litter and debris, empty trash cans and spot clean as required. Trash cans and seating must have a uniformly clean appearance.
23. Food/Vending Areas: Contractor shall not be required to do any cleaning in food service areas with the exception of the general seating/food court area in A Concourse and B/C Connector within Terminal 1 located between several concessions. This specific general seating area shall require hard floor care services and general wipe down of tables, including policing of tables and cleanup of food debris. Contractor shall be responsible for janitorial cleaning services and policing around public vending machine areas periodically during each workday.
24. All chemicals and procedures used in janitorial cleaning must be pre-approved by the Contract Administrator. If the end result is below the standards established in these specifications and the deficiency is caused by improper procedures or materials used, Contractor shall correct the deficiency for cleaning work within twenty-four (24) hours of notification by BCAD of the deficiency and within thirty (30) minutes of notification for work that can be corrected without adverse impact to Airport operations.

#### 4.3. Window Spot Cleaning Standards

Contractor must provide spot cleaning of all interior and exterior windows for all Airport facilities, with the exception of the windows located within tenant-leased space. In between services of the separate window-cleaning contractor, windows shall be spot cleaned. When spot cleaned, the glass shall be clean and free of streaks, drips, and fingerprints and all moisture must be removed from sills, mullions and related supporting structures.

#### 4.4. Floor Care Standards

1. Contractor shall provide all carpet and hard floor cleaning products and equipment. All chemicals and procedures used in floor care must be pre-approved by BCAD. It is not



BCAD's intent to require a specific brand of product or equipment; however, BCAD reserves the right to review the Contractor's proposed cleaning equipment and materials. If in BCAD's sole opinion, Contractor's cleaning equipment or products do not provide effective sanitation and/or cleanliness of the facilities, BCAD may require alternate products/equipment. Flooring manufacturers cleaning recommendations should be closely followed.

2. Contractor shall schedule the daily floor cleaning requirements to achieve complete facility cleaning. Contractor shall document that proper carpet care and hard floor care processes have been performed in compliance with approved schedule. BCAD reserves the right to approve and make suggested changes to the schedule.
  3. Contractor shall develop a floor-cleaning plan, which shall be subject to approval by BCAD ("Floor Cleaning Plan"). Changes to the Floor Cleaning Plan shall be subject to BCAD approval. Work shall be scheduled in such a way that it does not disrupt the functions and normal day-to-day procedures of the Airport.
  4. Floor care equipment must be in good repair at all times. Contract Administrator or designee reserves the right to inspect equipment regularly. Contractor shall strain water from machines prior to water being poured down any sink drain. Contractor's straining device/method shall be pre-approved by BCAD. Contractor shall not remove any floor drains or screens in any sink. If carpet fibers, mop strings, rubber gloves, stripper or waxes, or any other cleaning debris is the cause for any clogged drains, Contractor shall be responsible for all costs incurred by County in any necessary repairs. Contractor shall pay all costs incurred by County within fifteen (15) days of written demand from County, or County may deduct the costs from its any payments due Contractor, as County may elect.
  5. If the result of Contractor's floor care is below standards and the discrepancy is caused by improper procedures or materials used, Contractor shall correct the deficiency within twenty-four hours of notification of the discrepancy.
  6. Contractor shall provide a sufficient number of barricades, traffic cones, and proper slip hazard signs for each floor area being cleaned to protect all Airport users adequately. All barricades, traffic cones, and signage must be professionally designed for its intended use and meet all OSHA safety standards. All signage used by the Contractor shall have symbols on signage that meet International Standards developed by International Standards Organization ("ISO") available at [http://www.iso.org/iso/graphical-symbols\\_booklet.pdf](http://www.iso.org/iso/graphical-symbols_booklet.pdf). All barricades and directional equipment shall be maintained to provide a clean and professional appearance.
- 4.5. Floor Care - Carpet
1. The following standards shall not be construed as comprehensive. Any items not specifically included, but found necessary to care for carpets properly, shall be included as though written into these specifications.
  2. Carpets shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly, and safe condition. Upon completion of routine work, carpet shall be free of debris, soil, and dust and shall present a uniform and bright appearance when dry. The practice of using a bonnet for cleaning or drying of carpet shall not be allowed. The use of rotary equipment shall be avoided to prevent damage to carpet fibers and whenever

possible cleaning, extracting, pile lifting, and vacuuming shall be accomplished using equipment with a cylindrical action to prevent pile from matting.

3. Pile lifting is an integral part of carpet cleaning in high traffic areas and shall be required in all terminals in heavy traffic areas.
4. Contractor shall vacuum and clean the interior and exterior walk-off mats. After vacuuming and cleaning, mats shall be free of all visible lint, litter, and soil. Carpet style entrance mats shall be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, extracted, or hosed down, and then dried to remove soil and grit. Soil underneath entrance mats must be removed, rubber backing must be cleaned to prevent mats from shifting or "walking," and clean mats returned to their normal location.
5. Contractor shall be responsible for moving and replacing all furniture, seating, waste receptacles, and non-stationary objects in the areas for cleaning to ensure the entire floor surface is cleaned. Carpet odors shall be removed, and carpet shall be left smelling fresh and clean. All carpet coverings in public traffic areas shall be dry by 5:00 a.m. on each day of scheduled cleaning.
6. Interim cleaning is low moisture cleaning of the carpets and includes the use of properly applied spotting and encapsulation chemicals following the manufacturer's recommendations. Interim cleaning is defined as the spot cleaning, pile lifting, vacuuming, and application and brushing in of encapsulating chemical followed by another complete vacuuming. Interim cleaning shall be performed on a regular basis and more frequently in high traffic areas and shall provide for carpets free of spots, accumulated dirt, and grime. The nap of the carpet shall be lifted with proper pile lifting and complete vacuuming, following a pattern that will give the carpet pile a clean and uniform appearance. Chairs, trash and recycling receptacles, tables, benches, and any other non-fixed items shall be tipped or moved where necessary to allow for cleaning of the whole surface and shall then be placed back into their original positions after the carpets are adequately dry. Fans and air movers shall be used to ensure proper drying of carpets.
7. Deep extraction of carpets shall be performed to remove embedded dirt and grime, to lift carpet pile, and to return carpets to a clean, bright and uniform appearance. Extraction includes spot cleaning, pile lifting, vacuuming, operation of the extraction equipment, and grooming of all carpet in an area. All vacuuming, both before and after the use of the hot water extraction equipment, shall be done with an upright or ride on vacuum with active vacuum and cylindrical brushing action. Stained areas shall be treated with spot cleaning solutions following the manufacturer's recommendations. The spot cleaning process shall be performed until as much of the stain as possible has been removed. Pile lifting shall be done before the extraction process. Contractor shall ensure that the operators are properly trained and all safety precautions are met. The extraction process shall be operated over the entire carpeted surface and in compliance with all instructions provided by the carpet manufacturer, manufacturer of the equipment, and manufacturer of all materials and chemicals. Chairs, trash and recycling receptacles, tables, benches, and any other non-fixed items shall be tipped or moved where necessary to allow for cleaning of the whole surface and shall then be placed back into their original positions after the carpets are adequately dry. Fans and air movers shall be used to ensure proper drying of carpets. Work shall be scheduled in such a way that it does not disrupt the functions and normal day-to-day operations of the Airport.

8. Daily spot removal of carpet in all Airport public areas shall be required every night by the Contractor to ensure a visibly clean surface. Contractor shall remove all stains, gum, food, debris, sticky substances, trash, and other substances from the carpet each night using a properly diluted cleaning solution. Care must be taken to use a product that will not harm the carpet fibers and ensure complete surface removal of stains, gum, etc. The adjacent surfaces must be protected or cleaned. Damaged carpet shall be reported to the AOCC with a description and location. Written notification of damaged carpet or of stains that cannot be removed from a surface shall be provided to the Contract Administrator no later than the next workday following discovery of the damage or failure to remove the stain.

#### 4.6. Floor Care - Hard Floors

1. The following standards shall not be construed as comprehensive. Any items not specifically included, but found necessary to care for all hard floor surfaces properly, shall be included as though written into these specifications. Hard floors shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly, and safe condition. The result of all hard floor cleaning procedures shall leave all surfaces free of dust, dirt soil, gum, cleaning agents, and all removable stains. Care shall be taken to avoid damaging any hard floor surface irrespective of the method or cleaning technique employed.
2. Hard floor surfaces which have been swept, mopped, or cleaned with an auto scrubber shall present a uniformly clean appearance with no evidence of surface spoilage or spotting. Floors should be dry prior to any metal objects being placed back on the floor so as not to allow any rust to form on the floor. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Contractor shall be responsible for moving and replacing all furniture and small items in the area to be cleaned.
3. Floor finish removal (stripping) is accomplished when all visible floor surfaces, including surfaces that can be exposed by the removal of non-fixed furnishings, have all finish and/or sealer removed down to the flooring materials without causing damage, shall be free of all dirt, removable stains, deposits, debris, cleaning solution and standing water, and the floor has a uniform appearance when dry. Floors shall be scrubbed with a floor machine equipped with a stripping pad, except in those areas where the use of manual devices is necessary, such as along walls, in corners, etc. The stripping solution and rinse water shall be picked-up with a wet/dry vacuum following finish removal operation immediately; the floor surface shall be left PH neutral. Care shall be taken to clean and leave no finish on window ledges, mullions, baseboards, walls, doors, furniture, and other adjacent areas.
4. A finished floor application is satisfactorily completed when all old finish has been completely removed, including in corners and along edges and sufficient coats of finish have been properly applied with enough drying time between each coat to assure that the reflectance shall be uniform with no streaking, swirls, globs, bubbling, or yellowing.
5. Finish recoating must be done in traffic areas where finish has worn and needs to be recoated. A satisfactorily recoated floor shall be scrubbed, cleaned, and rinsed in preparation to recoat with more finish. Care shall be taken to apply finish to worn areas of the floor and feathered into the areas where the finish is not worn, and not to add unneeded layers of finish long edges or in areas where it does not wear.

6. Auto scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains and marks, or standing water, and floor has a uniformly clean appearance. The method used must be sufficient to clean all grout and/or uneven floor surfaces. Floor surfaces should be PH neutral when scrubbing is complete. When cleaning with an auto scrubber extra time needs to be considered for detail mopping of corners, edges, around furniture, plants etc., and picking up any water left behind from the machine.
7. All finished floor areas shall be buffed to an acceptable sheen with an acceptable floor buffer or burnisher as needed to sufficiently maintain maximum gloss on flooring without a matte finish. All residual dust from this process shall be removed from the floor, edges, baseboards. Surrounding surfaces shall be buffed.

#### 4.7. Waste Disposal Standards

1. Contractor must move all collected trash to BCAD designated trash areas for disposal. Trash shall be collected in dark liners and transported with the least amount of impact or inconvenience to Airport tenants, employees, or passengers. Trash shall not be left within the public way or within the public view.
2. If trash is stockpiled for reduced frequency of trips to the designated areas, the stock piling shall be done out of the public view and for no more than one (1) hour. Contractor shall ensure that all its employees are properly trained in the operation of the compactors to ensure that trash is placed in the appropriate compactors and is completely compacted before leaving the area to prevent buildup of debris within the compactors.
3. Contractor shall ensure that its employees do not utilize the same elevators as the public while transporting waste or offend the public with trash carts, or other cleaning equipment. All trash carts shall be kept clean, odor free, and well maintained. Tracking of oil, dirt, debris, salt, grease, black drag or wheel marks, or other outside substances into the Airport facilities shall be prevented at all times. Contractor shall be responsible for damages to floor finishes or other surfaces caused by improper use or maintenance of trash carts or other equipment. All trash collection containers shall be pretreated and cleaned on a regular basis to prevent offending odors and unprofessional appearance.
4. Contractor shall remain the owner of all chemical products it specifies, procures, uses, and stores at FLL. Upon expiration or early termination of this Agreement, Contractor must remove and take possession of remaining stock, excluding a two (2) week supply of janitorial products and supplies required to maintain the Agreement standards for the Service Areas, to ensure that adequate supplies are available through a transition period to a new contractor.
5. Management and disposal of all chemical wastes and other restricted wastes generated from Contractor's Services shall be the sole responsibility of Contractor. Contractor shall manage and dispose of all chemical wastes and other restricted wastes in compliance with all laws at Contractor's sole cost and expense. Solid wastes that contain no hazardous characteristics or contamination by regulated substances may be disposed of responsibly in available on-site trash receptacles or dumpsters. Recyclable materials must be collected and disposed as required herein. No waste materials or effluent may be discharged outdoors or to BCAD's storm water sewer system. Only wastewaters suitable for discharge to the sanitary sewer shall be allowable. All sanitary sewer discharges shall comply with County regulations.

#### 4.8. Recycling Program Collection Standards

1. Contractor shall support BCAD's commitment to recycling. Recyclables collected from the public areas of the Airport shall be placed in clear or opaque liners so that recyclable materials can be clearly identified and kept separate from collected waste. Contractor shall be responsible for placing segregated waste materials into the proper receptacles. This includes all current and future waste and recycling waste streams. Contractor shall handle segregated materials in a manner to ensure that recycling receptacles are not used for inappropriate materials.
2. All recyclables, including but not limited to, paper, newsprint, plastic, aluminum, telephone books, and cardboard shall be transported to the trash area or collection sites as designated by BCAD. Contractor's employees shall be responsible for picking up and transporting to the appropriate receptacle ANY recyclable material they encounter at any time during their work.
3. Cardboard shall be collected separately and transported to the Gate 100 trash area for transfer to the designated cardboard container. Gate 100 is located at the North entrance to the airfield, east of the Maintenance Building (3400 SW 2<sup>nd</sup> Ave., Fort Lauderdale).
4. Contractor shall ensure that employees are trained to not utilize the same elevators as the public while transporting recyclables or offend the public with recycle carts or other cleaning equipment. All recycle carts shall be kept clean, odor free, and well maintained. Tracking of oil, dirt, debris, salt, grease, black drag or wheel marks, or other outside substances into the Airport facilities shall be prevented at all times. Contractor shall be responsible for damages to floor finishes or other surfaces caused by improper use or maintenance of recycle carts. All recycling collection containers shall be pretreated and cleaned on a regular basis to prevent offending odors and unprofessional appearance.
5. Contractor shall support and comply with any future recycling efforts or program enhancements implemented by BCAD during the term of the Agreement. This may include, but is not limited to, changes in the recycling materials, segregation approach, locations and types of receptacles, and volume of materials generated.

#### 4.9. Policing Services ("Policing")

1. Contractor shall police the public areas of the Airport including, but not limited to, restrooms, public seating areas, smoking areas, passenger hold rooms, terminals, ramps, concourses, connectors, public open floor space areas, and exterior sidewalks and vestibules. As used herein, policing requires the Contractor to schedule the appropriate level of Services and supplies to keep the public locations up to acceptable standards at all times ("Policing").
2. Contractor's employees must "follow the crowd" to perform Policing.
3. Contractor may have to adjust Policing frequencies at various times and at various locations established at the start of the Agreement to accommodate the conditions and usage patterns in the Terminal and Concourses throughout the term of this Agreement. Policing shall be done to ensure the Airport facilities present a clean image to Airport users and to ensure Airport facilities are free of dust, dirt, debris, scuffmarks, stains, soil, film, wet spills, and odors.

### 5. SPECIFIC AREA CLEANING STANDARDS

5.1. Public Restrooms

1. Public restrooms shall be kept clean and shall not become dull in appearance. Waste receptacles shall be emptied and spot cleaned. Trash shall not be allowed to overflow.
2. All surfaces of basins, bowls, toilets, seats, urinals, and all other restroom surfaces within touchable range shall be properly cleaned, sanitized, rinsed and dried spot free.
3. De-scaling shall be performed as required to keep surfaces free from streaks, stains, scale, scum, urine deposits, and rust stains.
4. Dispensers shall be emptied prior to being cleaned and then refilled with supplies. Dispensers shall not run out of supplies during operational hours and supplies shall only be stocked or stored in designated locations.
5. Sharps' medical waste needle disposal containers shall be removed and properly disposed of when full and replaced with a new container.
6. Spot clean light switches, doors, and walls.
7. All restroom mirrors, basins, shelves/counters, bright work, and stainless steel or solid surface partitions shall have a clean and polished appearance. Solid surface materials shall not become stained or dingy.
8. Floor and wall tile shall be maintained to standards listed herein and special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, trash receptacles, and all other permanently fixed equipment or finishes to prevent buildup of odor causing bacteria.
9. Air fresheners shall be maintained to ensure continued fresh and pleasant smelling facilities.
10. Special care shall be given to prevent standing water and slick surfaces. Contractor shall use appropriate signage and barricades to protect against slip and falls. Flooding of restroom surfaces is not acceptable.
11. Policing of public restrooms shall be accomplished as often as possible between, and as soon as possible after, flight banks to provide for the least impact on the Airport users and to maintain restrooms at the highest level of cleanliness possible. Typical average Policing shall occur no less than every fifteen (15) minutes.
12. Contractor shall coordinate restroom closures with BCAD in order to have the least amount of impact on the traveling public. Public restrooms may only be closed during the hours approved by BCAD.
13. Contractor shall notify AOCC to report any inoperable fixture within the restrooms.
14. Documentation shall be kept by the Contractor to document that the proper cleaning process has been performed and the agreed upon cleaning schedule has been met.

5.2. Public Seating and Eating Space Areas

1. Seating and eating areas that are designated as part of Contractor's responsibility shall be maintained free of litter, spills, food and drink waste, packaging, accumulated dust, dirt, gum, stickers, and debris.
  2. All furniture surfaces, tabletops, counters, seat backs, legs, feet, arms, and seams shall be wiped clean; fabrics shall be spot free and have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint, and cleaning marks.
  3. Tables and chairs that have been displaced shall be repositioned and straightened taking care to prevent damage to wall finishes.
  4. Floors shall be maintained according to standards for carpet and/or hard surface materials.
  5. Metal and bright work shall be maintained in accordance with the Standards.
  6. Regular Policing of public seating and eating spaces areas shall be performed to ensure all seating, eating, and adjacent areas are maintained as needed to ensure acceptable appearance at all times.
- 5.3. Public Open Floor Space Areas
1. The Airport terminals, concourses, connectors, pedestrian bridges, passenger boarding bridges, walkways, halls, stairs, exterior sidewalks, and other movement areas are public open floor space areas.
  2. The Standards for floor finishes, walls, stairs, halls, bright work, drinking fountains, windows and glass, etc. shall be maintained at acceptable cleaning levels at all times.
  3. All sidewalks shall have a clean appearance, free from trash, stickers, gum, stains, and spills.
  4. The public open floor space areas shall be policed on a regular schedule to ensure that the Standards are maintained at all times.
- 5.4. Office Areas
1. Office areas shall present a clean, well-kept, orderly, and professional appearance.
  2. Waste receptacles shall be emptied, spot cleaned and liners replaced as required.
  3. Non-carpeted floors shall be swept/dust mopped.
  4. Carpeted floors vacuumed and spot clean all carpets to remove stains, deposits, gum, and spills.
  5. All shelves, counters, cabinets and cases shall be free of accumulated dust and debris.
  6. Wipe clean all tables, desks, counters, chairs and chair legs.
  7. Spot clean all hard surface walls to remove fingerprints, dust, soil, and marks.

8. Occupant's personal effects and work items, personal effects, electronics, work items, and electrical plugs must be left as found and shall not be moved or rearranged during cleaning.
9. Contractor shall prohibit its employees from opening desk drawers or cabinets, or using the telephone or other office equipment.

#### 5.5. Non-Public Restrooms

1. Non-public restrooms shall be kept clean and shall not become dull in appearance.
2. Waste receptacles shall be emptied and spot cleaned, trash shall not be allowed to overflow.
3. All surfaces of basins, bowls, toilets, seats, urinals, and all other restroom surfaces within touchable range shall be properly cleaned, sanitized, rinsed and dried spot free.
4. De-scaling shall be performed as required to keep surfaces free from streaks, stains, scale, scum, urine deposits, and rust stains.
5. Dispensers shall be emptied prior to being cleaned and then refilled with supplies. Dispensers must not run out of supplies during operational hours and supplies shall only be stocked or stored in designated locations.
6. Sharps needle disposal containers shall be removed and properly disposed of when full and replaced with a new container.
7. Light switches, doors and walls shall be spot cleaned.
8. All restroom mirrors, basins, shelves/counters, bright work, and stainless steel or solid surface partitions shall have a clean and polished appearance. Solid surface materials shall not become stained or dingy.
9. Floor and wall tile shall be maintained to standards listed herein and special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, trash receptacles and all other permanently fixed equipment or finishes to prevent buildup of odor causing bacteria.
10. Air fresheners shall be maintained to ensure continued fresh and pleasant smelling facilities.
11. Special care shall be given to prevent standing water and slick surfaces and Contractor shall use appropriate signage and barricades to protect against slip and falls. Flooding of restroom surfaces is not acceptable.
12. Contractor shall notify AOCC to report any inoperable fixture within the restrooms.

#### 5.6. Non-Public Break Rooms

1. Non-public break rooms shall present a clean, well-kept, orderly and professional appearance.
2. Waste receptacles shall be emptied, spot cleaned and liners replaced as required.
3. All shelves, counters, cabinets and ceases shall be free of accumulated dust and debris.
4. Wipe clean and sanitize all counter tops, refrigerators (exterior), tables, chairs, cabinets (exterior), coffee makers (exterior), vending machines, microwave ovens (exterior), exterior and interior of trash receptacles, wall area surrounding trash receptacles, and paper towel dispensers.



5. Non-carpeted floors shall be swept or dust mopped and then wet mopped.
6. Floors shall be maintained according to standards for carpet and/or hard surface materials.

5.7. Non-Public Common Areas

1. The Airport operational areas located under or behind the public areas of the RCC, terminals, concourses, and connectors, and in support buildings throughout the FLL campus consist of many non-public common areas that include, but are not limited to; walkways, halls, stairs, entrances, vestibules, reception areas, and other operational movement areas.
2. The Standards for walls, stairs, halls, sidewalks, bright work, drinking fountains, windows and glass, etc. must be maintained at all times. All walls, floors, sidewalks, stairs, stair treads, doors, ceilings, door thresholds, and glass shall have a uniformly clean appearance, free from dirt, dust, stickers, gum, stains, marks, streaks, lint, and cleaning marks.
3. Floor and wall finishes shall be maintained to the required Standards and care and detail shall be paid to treads, grids, edges, and baseboards to ensure acceptable appearance at all times.
4. Concrete surfaces shall be swept of all dirt, dust, cobwebs, and debris and pressure washed according to need.
5. Railings shall have a uniformly clean appearance, free from dirt, stains, smudges, adhered foreign substances, grease, oil and grime.

5.8. Customs and Federal Inspection Service ("FIS") Baggage Areas

1. The International Arrivals and Customs areas in Terminals 1 and 4 are public open floor space, although the area is not open twenty-four (24) hours per day. These areas are used for international arrivals and departures, and typically require overall janitorial services at night and daytime Policing.
2. Frequencies of daytime Policing may fluctuate dependent upon the international flight schedules.
3. The required Standards for floor finishes, walls, stairs, halls, bright work, drinking fountains, windows and glass, etc. shall be maintained at acceptable cleaning levels at all times.
4. The Customs and FIS Baggage Areas shall be policed on a regular schedule to ensure that acceptable standards are maintained at all times.

5.9. Customs Restrooms

1. Terminals 1 and 4 Customs restroom areas are considered public and are to receive the same standard of service as other public restrooms.
2. Terminals 1 and 4 Customs restroom areas are used for international arrivals and typically require overall janitorial service in the restrooms at night and daytime Policing.
3. Customs restrooms shall be kept clean and shall not become dull in appearance.
4. Waste receptacles shall be emptied and spot cleaned; trash shall not be allowed to overflow.

5. All surfaces of basins, bowls, toilets, seats, urinals, and all other restroom surfaces within touchable range shall be properly cleaned, sanitized, rinsed, and dried spot free.
  6. De-scaling shall be performed as required to keep surfaces free from streaks, stains, scale, scum, urine deposits, and rust stains.
  7. Dispensers shall be emptied prior to being cleaned and then refilled with supplies. Dispensers shall not run out of supplies during operational hours and supplies shall only be stocked or stored in designated locations.
  8. Sharps needle disposal containers shall be removed and properly disposed of when full and replaced with a new container.
  9. Light switches, doors and walls shall be spot cleaned. All restroom mirrors, basins, shelves/counters, bright work, and stainless steel or solid surface partitions shall have a clean and polished appearance.
  10. Solid surface materials shall not become stained or dingy.
  11. Floor and wall tile shall be maintained to required Standards and special care shall be devoted to grout, baseboards, drains, and edge details around stall wall supports, counters, trash receptacles, and all other permanently fixed equipment or finishes to prevent buildup of odor causing bacteria.
  12. Air fresheners shall be maintained to ensure continued fresh and pleasant smelling facilities.
  13. Special care shall be given to prevent standing water and slick surfaces and Contractor shall use appropriate signage and barricades to protect against slip and falls. Flooding of restroom surfaces is not acceptable.
  14. Policing of public restrooms shall be accomplished as often as possible between and as soon as possible after flight banks to provide for the least impact on the traveling public and to maintain restrooms at the highest level of cleanliness possible. Closure of public restrooms shall only be allowed during hours approved by BCAD and the Contractor must coordinate restroom closures in order to have the least amount of impact on the traveling public.
  15. Contractor shall notify the AOCC to report any inoperable fixture within the restrooms.
- 5.10. Exterior Areas: Compactor Areas on Ramp
1. The ramp areas surrounding the trash compactors and recycling containers between Terminals 1 and 2, by Concourse F and by Concourse G shall be monitored and swept of all dirt and debris. All litter, cigarette butts, rubber gloves, and debris shall be picked up including in the area surrounding the compactors. Compactors shall be run to ensure all trash is compacted. The area shall be kept free of accumulated trash.
  2. Contractor shall pressure wash the area around compactors located between Terminals 1 and 2, by Concourse F and by Concourse G. All areas shall be swept free of loose trash and debris before pressure washing begins. Contractor shall provide a sufficient number of barricades, traffic cones, and slip hazard signs for each area being pressure washed to protect Airport users. Contractor shall clear the area to be pressure washed of trash and cardboard accumulation. Contractor shall use an approved degreaser spray as a pre-treatment over the area, compactors, and carts in advance of truck mounted pressure washing.
- 5.11. Exterior Areas: Passenger Boarding Bridges (“PBBs”)

All interior finishes of the PBBs shall meet the Standards for floors, walls, glass, doors, handrails, and ceilings. Contractor shall coordinate with BCAD Maintenance Division, AOCC and/or Contract Administrator to schedule deep cleaning that requires closing and extending of the bridge. Care shall be taken to avoid wetting controls and control panels and to ensure that slip and fall hazards are prevented.

#### 5.12. Dispensers

1. All dispensers (soap dispensers, toilet paper and towel dispensers, tampon machines, etc.) within the Service Area shall be purchased, supplied and installed, stocked, and maintained by Contractor, unless otherwise specified in writing by the Contract Administrator. Contractor shall provide all sanitary napkins and tampons at its sole expense. All items utilized in dispensers must be approved for use by the Contract Administrator.
2. Contractor shall collect and retain all dispenser revenue. Dispenser prices for sanitary napkins and tampons must be pre-approved by the Contract Administrator. Contractor shall maintain stocking records for sanitary napkins and tampons dispensers.
3. Contractor shall not be required to repair any damaged dispensers, or any parts thereof (excluding the sanitary napkin and tampon dispensers) except for damage to dispensers caused by neglect or damage caused by Contractor. Contractor, at its sole cost, shall repair and maintain all sanitary napkin and tampon dispensers. Contractor's employees shall report any defective or damaged dispensers (excluding sanitary napkin and tampon dispensers) or any parts thereof to the AOCC upon discovery.
4. Contractor shall provide written notification to Contract Administrator of any sanitary napkin or tampon dispenser(s) that is inoperable and the status of pending repairs or replacement. Contractor shall provide timely maintenance and repair of sanitary napkin and tampon dispensers to ensure product availability to Airport users. Dispensers shall not be inoperable for longer than five (5) calendar days without the written approval of the Contract Administrator.
5. Contractor shall replace full needle disposal containers within the Sharps disposal systems with a new empty needle disposal container throughout restrooms at FLL. All full needle disposal containers shall be removed and properly disposed of in a designated collection container provided by BCAD. The Sharps disposal systems shall be kept clean and Contractor shall notify the Contract Administrator of any damage or necessary replacements. Contractor shall provide and document the training of its employee's in the proper procedure for the Sharps disposal containers and the needles therein.

#### 5.13. Service Animal Relief Areas ("SARA") a/k/a Pet Relief Area

1. Federal Regulations require service animal relief areas for passengers departing, connecting, or arriving at an airport with a service animal. These areas shall be policed throughout all shifts.
2. The required Standards for floor finishes, walls, bright work, sinks, and artificial turf, shall be maintained and sanitized at acceptable cleaning levels at all times.
3. Animal relief areas shall be kept odor-free.
4. Contractor shall keep animal waste disposal bag dispensers stocked at all times and monitor trash receptacles frequently.

5. Deep cleaning shall be performed nightly.

## 6. SUSTAINABLE CLEANING STANDARD AND PROCESSES

### 6.1. Environmentally Preferred Products

1. FLL is committed to providing sound environmental stewardship, protecting human health, reducing operating expenses associated with the use of hazardous materials, and reducing the potential liability to the County. The commitment also reflects utilizing environmentally preferable purchasing initiatives and products. "Environmentally preferred" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the potential employee health and environmental effects of a product.
2. Contractor is encouraged to utilize Environmentally Preferred products and purchasing initiatives; provided, however, all products used by Contractor must avoid physical and health hazards. The use of chemical products that contain solvent-based additives require prior approval of the Contract Administrator.

### 6.2. Low Environmental Impact Cleaning

Contractor shall use cleaning practices and janitorial materials that promote sustainability and improve building safety and occupant well-being. All cleaning procedures, equipment, cleaning chemicals, and janitorial supplies in use at FLL facilities shall assure a clean and safe building, reduce the risk of toxic chemical exposure to janitorial staff and Airport users, and maintain healthy air quality.

### 6.3. Sustainable Cleaning Systems

The use of sustainable cleaning systems protects the environment and protects against Airport users' exposure to toxic materials. This protection occurs by reducing the overall need for Contractor's janitorial staff to clean chemically, ensures that volatile organic compound (VOC) limits are reduced, improves indoor air quality, reduces ground ozone formation, releases no ozone-depleting chemicals, and reduces risk of the Contractor's employees and Airport users to toxic chemical exposure. Wherever feasible, the use of microfiber dry mopping of floors and dry-wipe cleaning of hard surfaces should be employed, which in conjunction with the use of HEPA filters, and a vacuum program to eliminate pollutants, reduces the need for wet/chemical cleaning. When cleaning chemicals are used, Contractor's employees shall use concentrated products diluted on site wherever available to reduce energy use involved with the transportation of product and resource conservation from reduced packaging.

### 6.4. Sustainable Cleaning Operating Procedures

1. Contractor shall have appropriate standard operating procedures in place that reflect the core principles of sustainable cleaning. Procedures shall address how janitorial cleaning, hard floor maintenance, and carpet maintenance will be consistently implemented and managed. Procedures must also include proactive strategies to reduce contaminant infiltration at the source (e.g., walk-off mats, vacuuming).
2. Custodial cleaning effectiveness assessments shall be conducted by the Contract Administrator or designee.

3. In addition to the custodial effectiveness assessments, feedback about the cleanliness of Airport facilities shall be solicited by BCAD from Airport users on a regular basis via surveys and/or a complaint system.

#### 6.5. Environmental Health and Safety Regulations Compliance

Contractor must ensure compliance with all federal, state, and local health, safety and environmental regulations in accordance with the terms of the Agreement. This includes compliance with OSHA requirements under the Hazard Communication Standard, and the EPA Resource Conservation and Recovery Act ("RCRA"). Chemical storage on site must be limited and chemicals must be stored safely with appropriate spill response equipment, procedures, and staff training. Contractor must provide, at the onset of this Agreement, a detailed plan that addresses safe and proper storage of chemicals, spill response, and secondary containment that will be utilized at FLL.

#### 6.6. Flooring Systems

All floor-finishing products must be pre-approved by the Contract Administrator prior to use at FLL. Contractor shall not bring in any additional floor finish products without prior authorization. Contractor shall only use approved products and shall maintain Material Safety Data Sheets on-site for all flooring finish products.

#### 6.7. Floor Maintenance Logs

Contractor shall maintain a written floor maintenance log that details the number of coats applied as the base and top coats and the duration between stripping and re-coat cycles. Contractor must re-coat floors as required herein. Copies of the floor maintenance logs shall be provided to BCAD upon request.

#### 6.8. Sustainable Cleaning Products and Materials

1. Contractor is encouraged to purchase sustainable cleaning products and materials. This includes all cleaning chemicals, janitorial supplies, rubber gloves, etc.
2. Use of sustainable cleaning products shall be achieved with commitment by the Contractor to use cleaning chemicals that are primarily Green Seal GS-37 "Industrial and Institutional Cleaners" and/or Designed for Environment ("DFE") certified products. Only chemicals that have received the prior approval of BCAD for use at FLL shall be permitted at the Airport.
3. Janitorial paper products, hand soap, trash liners, and other recycled-content products shall meet the EPA recovered-content criteria (Comprehensive Procurement Guidelines – CPG) whenever possible.

#### 6.9. Chemical Concentrations and Dilution Systems

Concentrated products diluted on site are preferred, however when applicable, concentrated cleaning products that are packaged in "ready-to-dispense" ("RTD") or other appropriate dilution systems shall be acceptable. Concentrated packaging systems are used to dilute and dispense a wide variety of concentrated cleaning solutions, from general-purpose cleaners and glass cleaners to floor cleaners and restroom cleaners. The use of such products reduces greenhouse gas emissions associated with transport of bulkier, "ready-to-use" products.

### 7. FREQUENCY OF SERVICES

It is Contractor's responsibility to schedule the Frequency of Services. The lack of scheduling or staff shall not relieve Contractor of its obligation to provide the Services required in this Agreement. The Service Plan shall include the following items relating to the frequency of services:

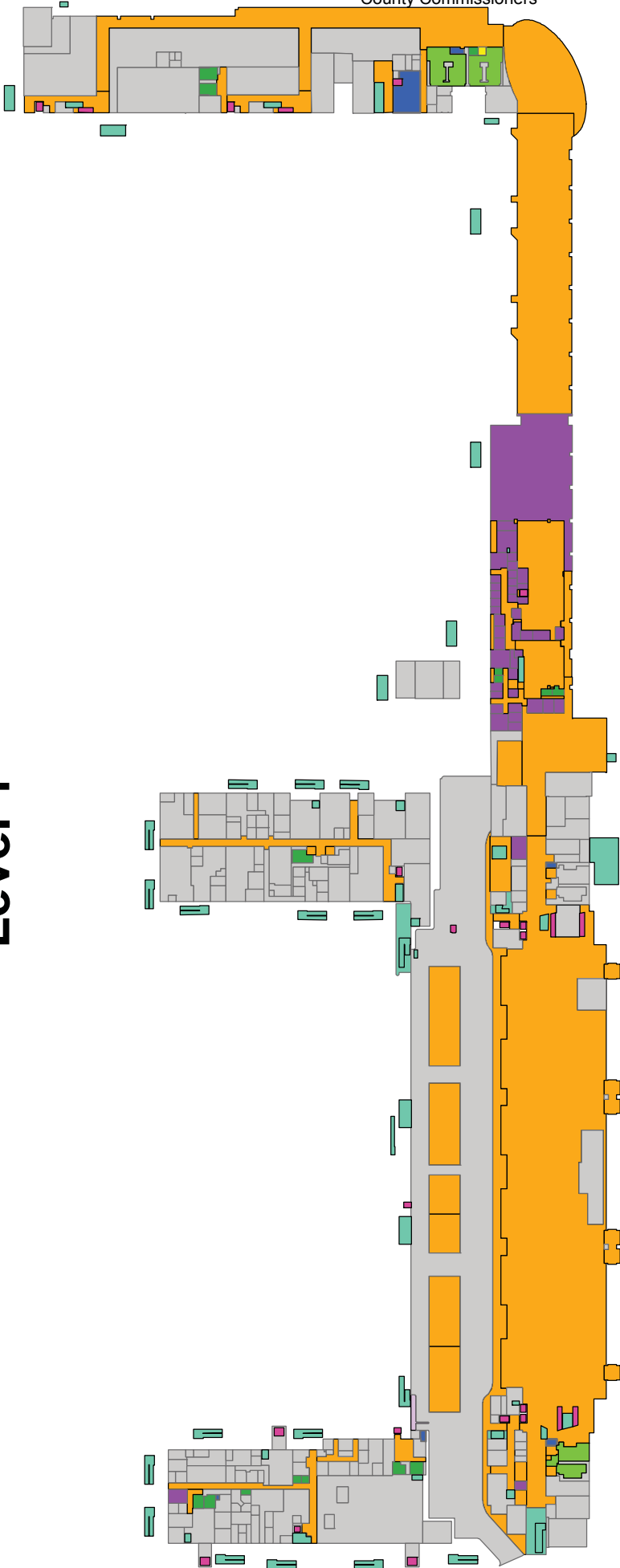
7.1. Service Plan/Frequency of Services

1. Daily Cleaning Program: A description of the processes, levels of staffing, and frequencies of cleaning and Policing services for each of the categories listed below to meet the required Minimum Standards and Specific Area Cleaning Standards contained in Sections 4 and 5 of these Specifications.
  - a) Public Restrooms
  - b) Gate Hold Rooms
  - c) Public Seating and Eating Space Areas
  - d) Passenger Boarding Bridges
  - e) Ticketing Areas
  - f) Baggage Areas
  - g) Windows and other glass walls, panels, railings, etc.
  - h) TSA Checkpoint Areas
  - i) Service Animal Relief Areas
  - j) Customs Public Areas
  - k) Customs Restrooms
  - l) Customs Offices
  - m) BCAD Offices
  - n) Non-Public Restrooms
  - o) Non-Public Break Rooms
  - p) Non-Public Common Areas
  - q) Vertical Access Areas (Elevators, Escalators, Stairwells)
2. Project Cleaning – Restroom Program: A description of the processes, levels of staffing, and frequencies to deep clean the restrooms to meet the required Minimum Standards and Specific Area Cleaning Standards contained in Sections 4 and 5 of these Specifications. A detailed narrative that includes proposed equipment, chemicals, systems, levels of staffing, and time of day when deep cleaning work would be done shall also be included.














3. Project Cleaning – Carpet Care: A description of the carpet care processes and frequencies to meet the required Minimum Standards and Specific Area Cleaning Standards contained in Sections 4 and 5 of these Specifications. A detailed narrative that includes proposed equipment, chemicals, systems and type of rotational cleaning processes, levels of staffing, and schedule required for typical, heavily used airport public areas shall also be included.
4. Project Cleaning – Hard Floor Care: A description of the hard floor care processes and frequencies to meet the required Minimum Standards and Specific Area Cleaning Standards outlined in Sections 4 and 5 of these Specifications. A detailed narrative that includes proposed equipment, chemicals, levels of staffing, systems and type of daily cleaning processes and schedule required for the refinishing of heavily used hard floor surfaces in an airport environment shall also be included.
5. Yearly Schedule: A yearly schedule of daily cleaning program items and project cleaning program items for the Service Areas necessary to meet the Minimum Standards and Specific Area Cleaning Standards outlined in Sections 4 and 5 of these Specifications.

END OF SECTION

# Terminal 1 Level 1

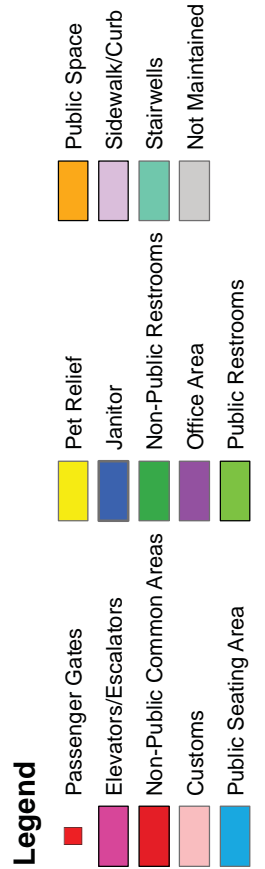
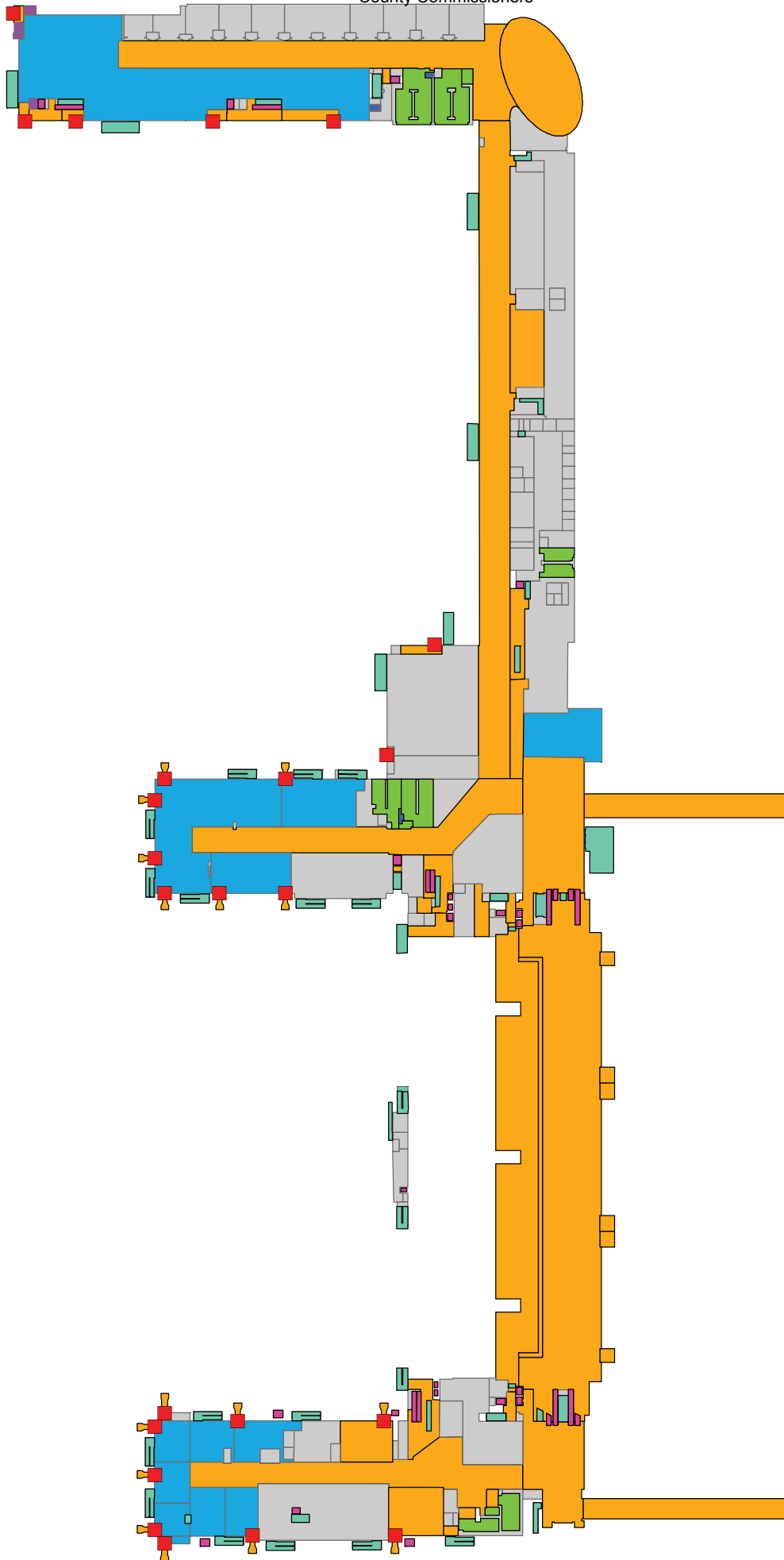


**Legend**

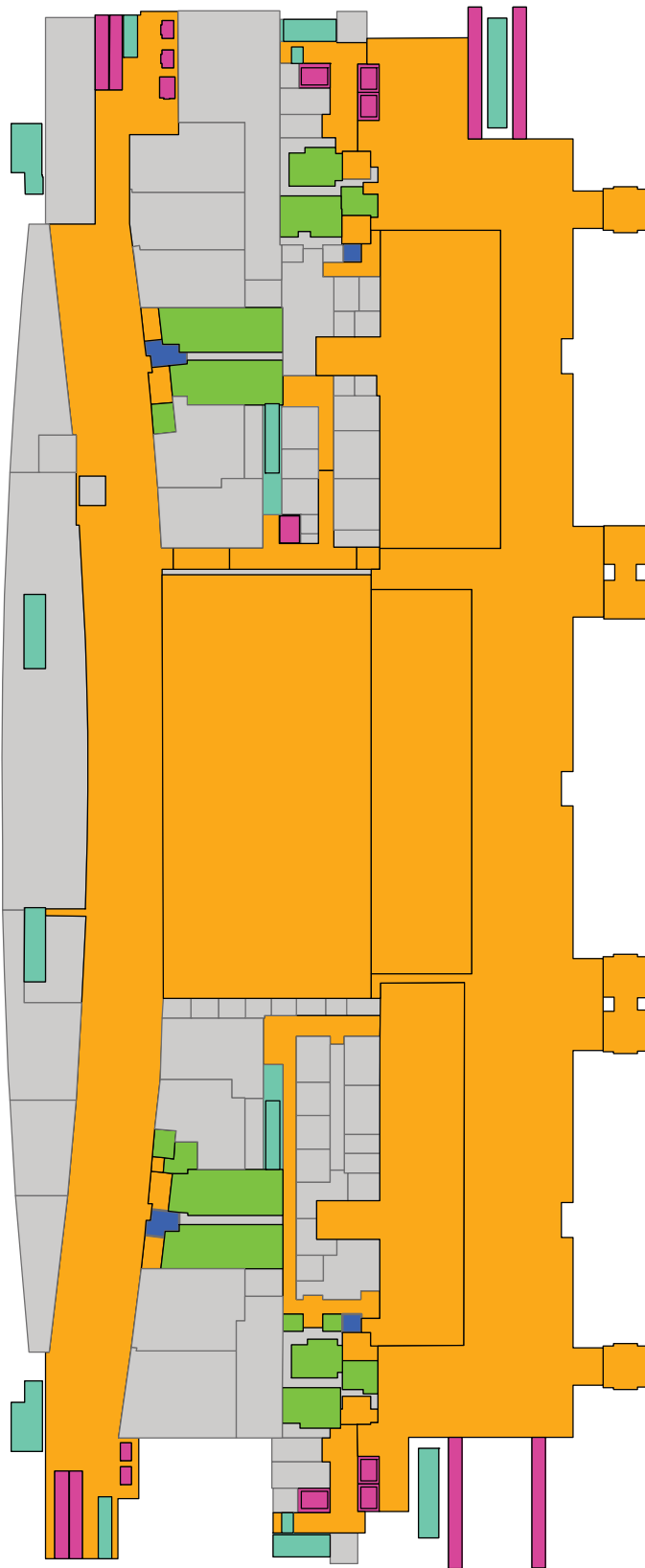
	Elevators/Escalators		Pet Relief		Public Restrooms
	Non-Public Common Areas		Janitor		Public Space
	Customs		Non-Public Restrooms		Sidewalk/Curb
	Public Seating Area		Office Area		Stairwells
					Not Maintained















# Terminal 1 Level 2



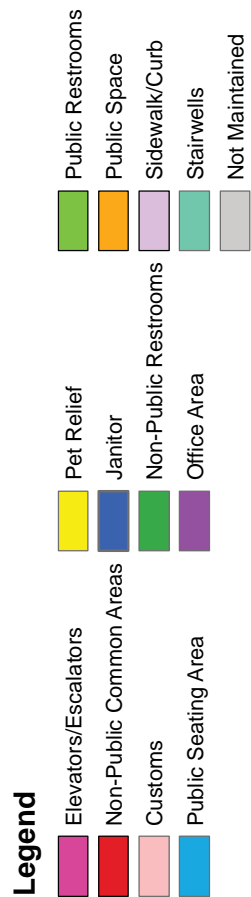
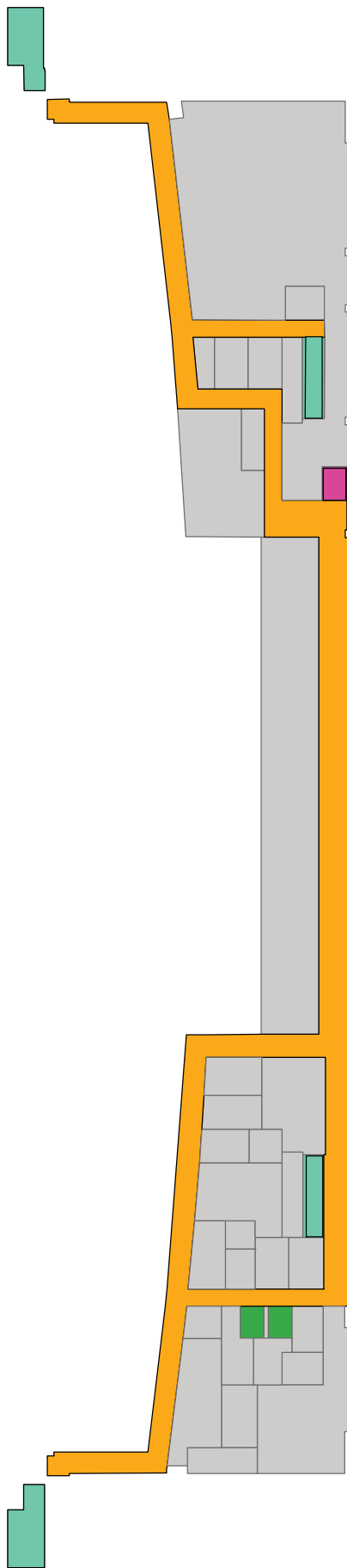
# Terminal 1 Level 3



**Legend**

 Elevators/Escalators	 Pet Relief	 Public Restrooms
 Non-Public Common Areas	 Janitor	 Public Space
 Public Seating Area	 Non-Public Restrooms	 Sidewalk/Curb
	 Office Area	 Stairwells
		 Not Maintained

# Terminal 1 Level 4
















# Terminal 2 Level 1

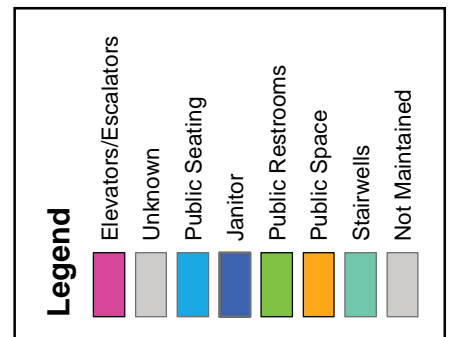
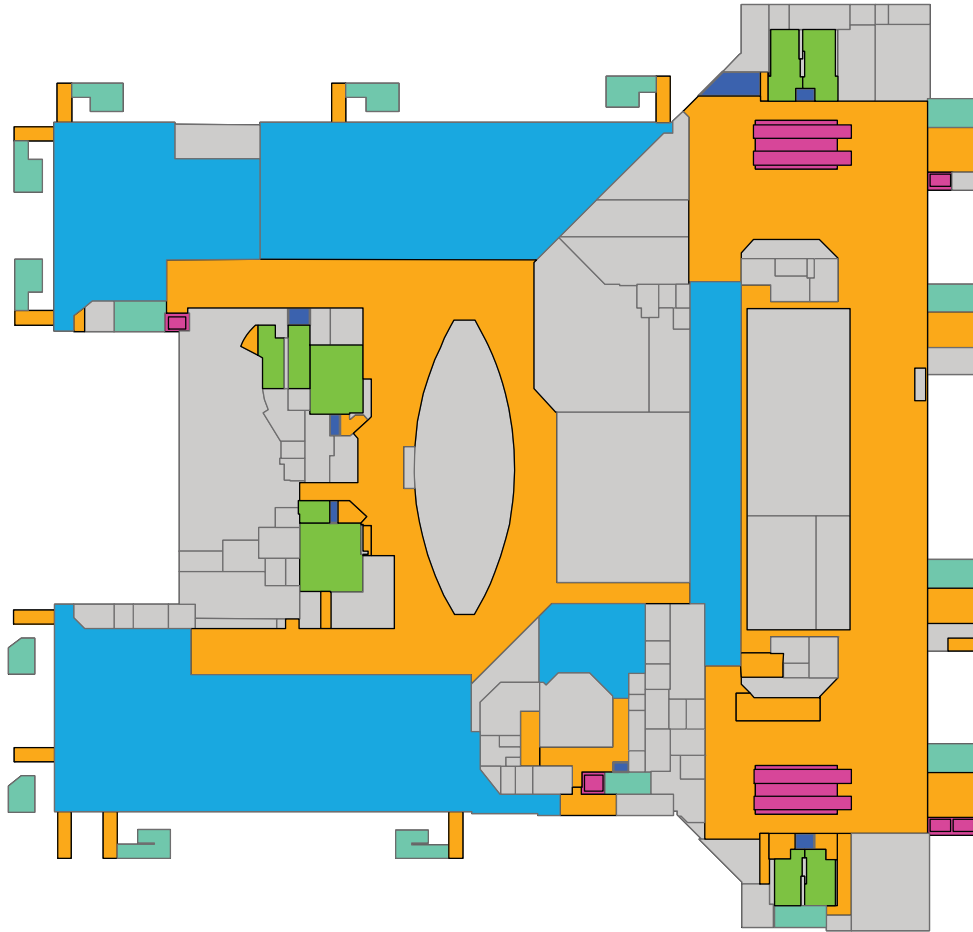
\*At the time of this RFP,  
Terminal 2 is under construction  
Service areas are subject to revision



**Legend**

	Elevators/Escalators		Pet Relief		Public Restrooms
	Non-Public Common Areas		Janitor		Public Space
	Customs		Non-Public Restrooms		Sidewalk/Curb
	Public Seating Area		Office Area		Stairwells
					Not Maintained

# Terminal 2 Level 2



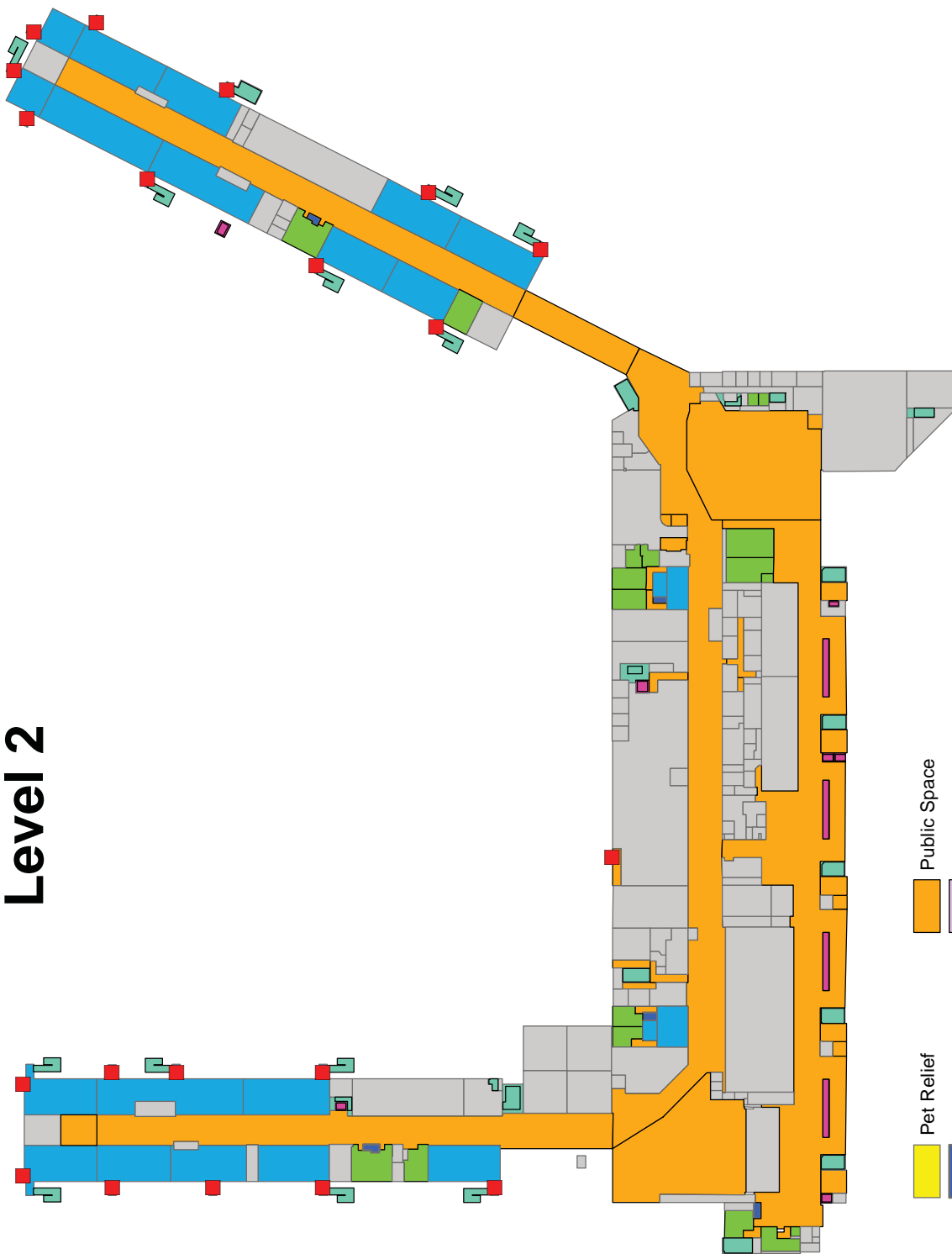
# Terminal 3 Level 1



### Legend

	Elevators/Escalators		Pet Relief		Public Restrooms
	Non-Public Common Areas		Janitor		Public Space
	Customs		Non-Public Restrooms		Sidewalk/Curb
	Public Seating Area		Office Area		Stairwells
					Not Maintained

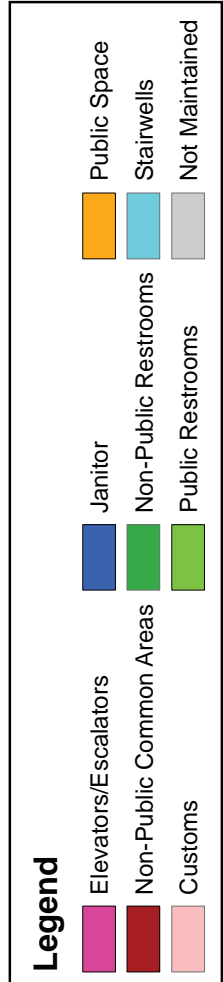
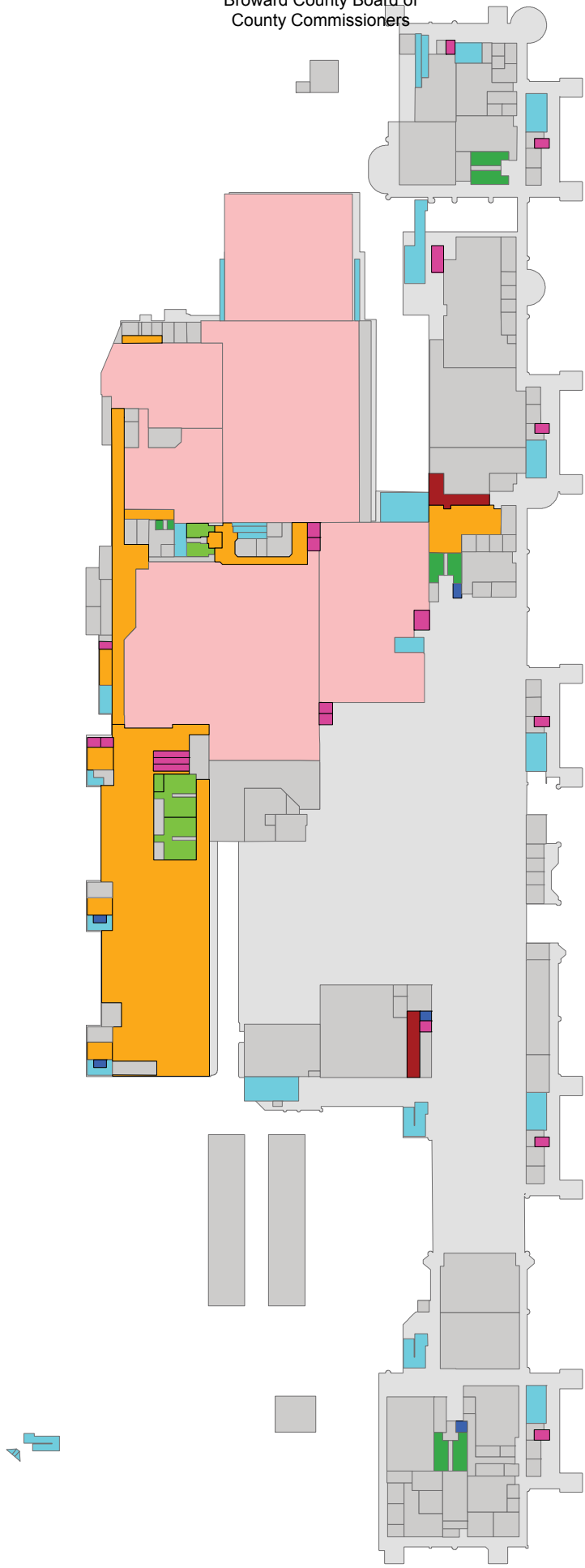
# Terminal 3 Level 2



### Legend

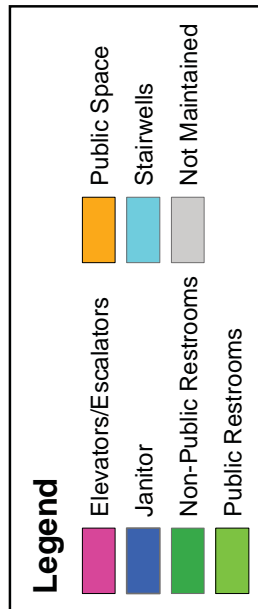
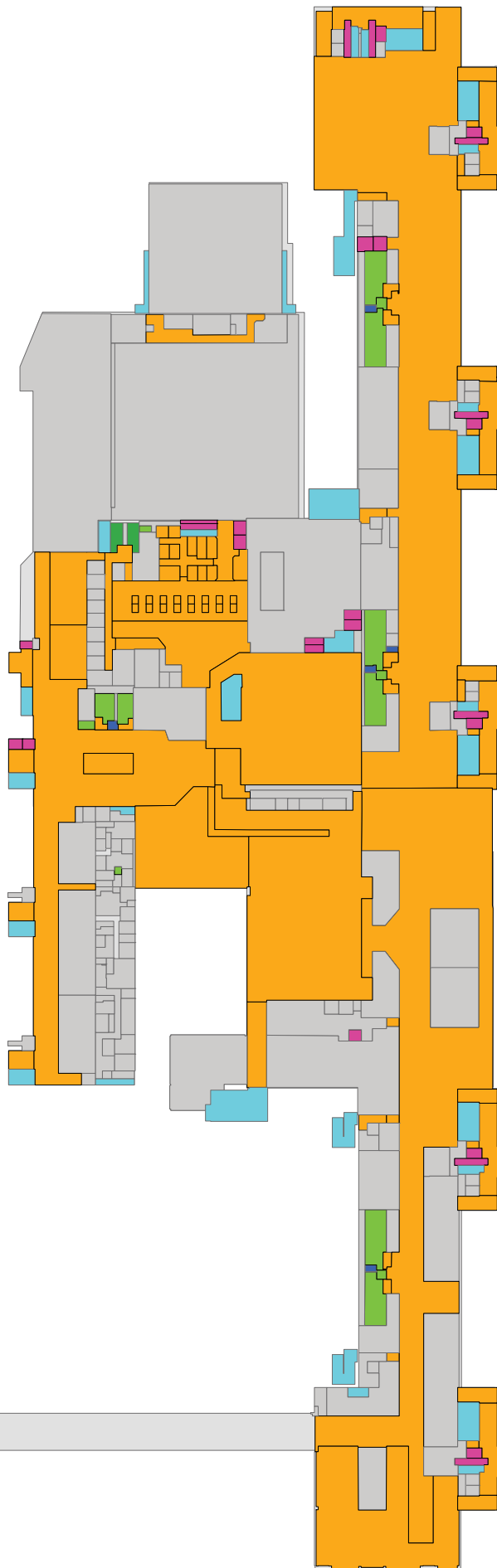
- Passenger Gate
- Elevators/Escalators
- Non-Public Common Areas
- Customs
- Public Seating Area
- Pet Relief
- Janitor
- Non-Public Restrooms
- Office Area
- Public Restrooms
- Public Space
- Sidewalk/Curb
- Stairwells
- Not Maintained

# Terminal 4 Level 1

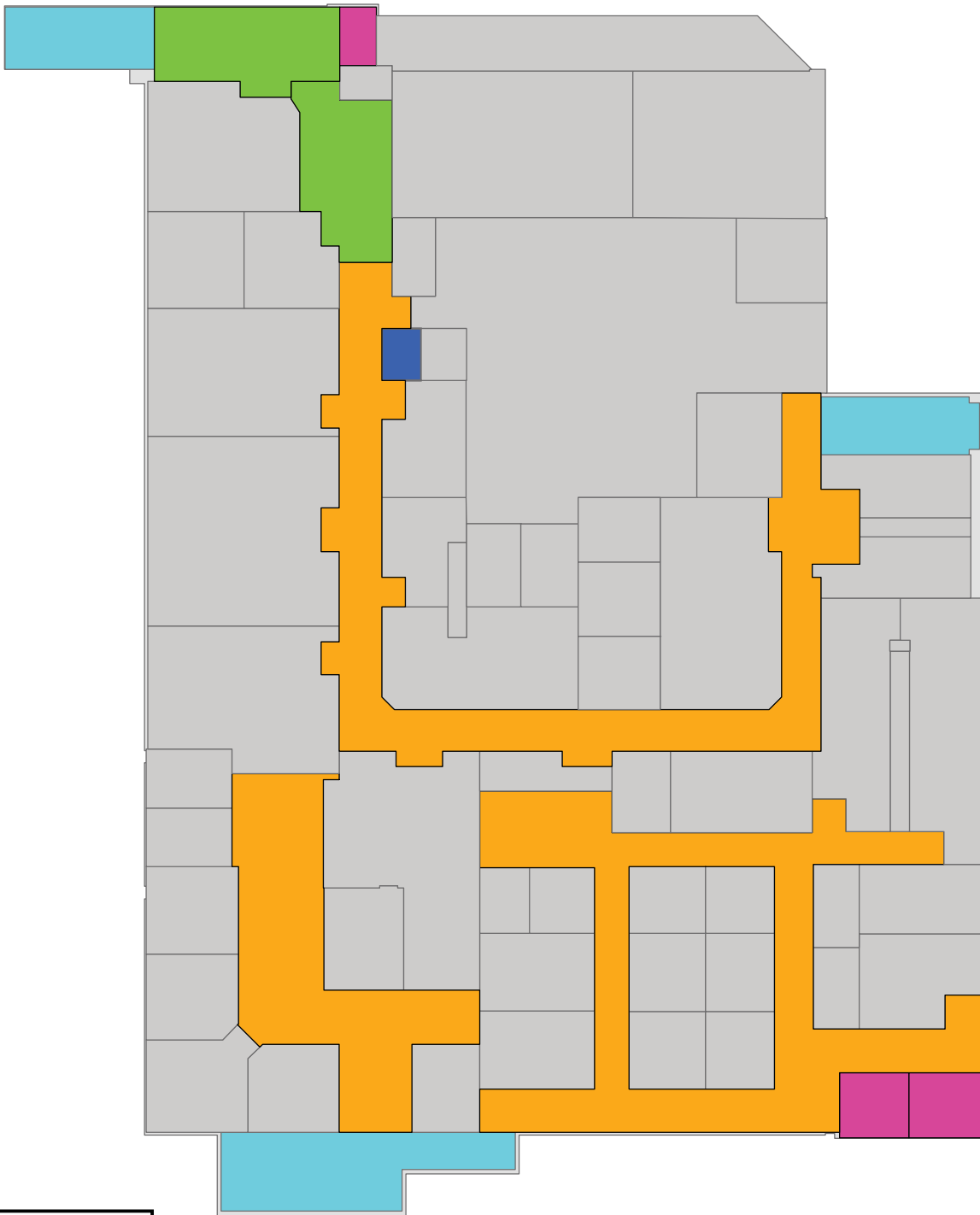











# Terminal 4 Level 2



**Terminal 4  
Level 3**



**Legend**

-  Elevators/Escalators
-  Public Seating Area
-  Janitor
-  Public Restrooms
-  Public Space
-  Stairwells
-  Not Maintained

JANITORIAL SERVICES AT FLL

**[GROUP 2 - TERMINALS 1, 2, 3 AND 4 AND AIRPORT  
OPERATIONS CONTROL CENTER (AOCC)]**

**WAGE RATES**

**(FOR LIVING WAGE RATE INFORMATIONAL PURPOSES ONLY EFFECTIVE  
JANUARY 1, 2019 THRU DECEMBER 31, 2020)**

Prices within this attachment shall be in accordance with the Broward County Living Wage Ordinance effective January 1, 2019 and annually adjusted as provided therein through December 31, 2020.

The completed form should be submitted with the solicitation response prior to the solicitation closing date but must be submitted within three (3) business days of County's request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.

**Prices must be entered for all items in accordance with Special Instructions to Vendors, Section B.6.**

**NOTE: This Form is for information only and will not be used for final evaluation and scoring for Price**

**PERSONNEL POSITIONS**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE/UNIT</u>
Project Manager	Hour	\$ _____
Assistant Project Manager	Hour	\$ _____
Quality Control Manager	Hour	\$ _____
Shift Supervisor	Hour	\$ _____
Team Leader/Supervisor	Hour	\$ _____
Janitorial Worker	Hour	\$ _____

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Vendor Name

JANITORIAL SERVICES AT FLL

**[GROUP 2 - TERMINALS 1, 2, 3 AND 4 AND AIRPORT  
OPERATIONS CONTROL CENTER (AOCC)]**

**WAGE RATES**

**(FOR LIVING WAGE RATE INFORMATIONAL PURPOSES ONLY EFFECTIVE  
JANUARY 1, 2021 THRU DECEMBER 31, 2021)**

Prices within this attachment shall be in accordance with the Broward County Living Wage Ordinance, as amended, annually adjusted as provided within the ordinance, and including a projected qualifying health benefits amount of \$3.44. The Broward County Board of County Commissioners is contemplating the increase of the qualifying health benefit amount to \$3.44 per hour effective January 1, 2021. Due to this projected increase, the County reserves the right to negotiate in the event of this rate change.

The completed form should be submitted with the solicitation response prior to the solicitation closing date. If not included with the solicitation response, the proposer is required to provide within three business days of County's request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.

**Prices must be entered for all items in accordance with Special Instructions to Vendors, Section B.6. If additional work titles are proposed to perform the work, provide information in the applicable sections of this form.**

**NOTE: This Form is for information only and will not be used for final evaluation and scoring for Price**

**PERSONNEL POSITIONS**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE/UNIT</u>
Project Manager	Hour	\$ _____
Assistant Project Manager	Hour	\$ _____
Quality Control Manager	Hour	\$ _____
Shift Supervisor	Hour	\$ _____
Team Leader/Supervisor	Hour	\$ _____
Janitorial Worker	Hour	\$ _____
_____	Hour	\$ _____
_____	Hour	\$ _____

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Vendor Name

JANITORIAL SERVICES AT FLL

**[GROUP 2 - TERMINALS 1, 2, 3 AND 4 AND AIRPORT  
OPERATIONS CONTROL CENTER (AOCC)]**

**WAGE RATES**

**(FOR LIVING WAGE RATE INFORMATIONAL PURPOSES ONLY EFFECTIVE  
JANUARY 1, 2022 THRU DECEMBER 31, 2022)**

Prices within this attachment shall be in accordance with the Broward County Living Wage Ordinance, as amended, annually adjusted as provided within the ordinance, and including a projected qualifying health benefits amount of \$3.44. The Broward County Board of County Commissioners is contemplating the increase of the qualifying health benefit amount to \$3.44 per hour effective January 1, 2021. Due to this projected increase, the County reserves the right to negotiate in the event of this rate change.

The completed form should be submitted with the solicitation response prior to the solicitation closing date. If not included with the solicitation response, the proposer is required to provide within three business days of County's request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.

**Prices must be entered for all items in accordance with Special Instructions to Vendors, Section B.6. If additional work titles are proposed to perform the work, provide information in the applicable sections of this form.**

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**PERSONNEL POSITIONS**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE/UNIT</u>
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Assistant Project Manager	Hour	\$ _____
Quality Control Manager	Hour	\$ _____
Shift Supervisor	Hour	\$ _____
Team Leader/Supervisor	Hour	\$ _____
Janitorial Worker	Hour	\$ _____
_____	Hour	\$ _____
_____	Hour	\$ _____

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Vendor Name

JANITORIAL SERVICES AT FLL

**[GROUP 2 - TERMINALS 1, 2, 3 AND 4 AND AIRPORT  
OPERATIONS CONTROL CENTER (AOCC)]**

**WAGE RATES**

**(FOR LIVING WAGE RATE INFORMATIONAL PURPOSES ONLY EFFECTIVE  
JANUARY 1, 2023 THRU DECEMBER 31, 2023)**

Prices within this attachment shall be in accordance with the Broward County Living Wage Ordinance, as amended, annually adjusted as provided within the ordinance, and including a projected qualifying health benefits amount of \$3.44. The Broward County Board of County Commissioners is contemplating the increase of the qualifying health benefit amount to \$3.44 per hour effective January 1, 2021. Due to this projected increase, the County reserves the right to negotiate in the event of this rate change.

The completed form should be submitted with the solicitation response prior to the solicitation closing date. If not included with the solicitation response, the proposer is required to provide within three business days of County's request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.

**Prices must be entered for all items in accordance with Special Instructions to Vendors, Section B.6. If additional work titles are proposed to perform the work, provide information in the applicable sections of this form.**

**NOTE: This Form is for information only and will not be used for final evaluation and scoring for Price**

**PERSONNEL POSITIONS**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE/UNIT</u>
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Assistant Project Manager	Hour	\$ _____
Quality Control Manager	Hour	\$ _____
Shift Supervisor	Hour	\$ _____
Team Leader/Supervisor	Hour	\$ _____
Janitorial Worker	Hour	\$ _____
_____	Hour	\$ _____
_____	Hour	\$ _____

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Vendor Name

JANITORIAL SERVICES AT FLL

**[GROUP 2 - TERMINALS 1, 2, 3 AND 4 AND AIRPORT  
OPERATIONS CONTROL CENTER (AOCC)]**

**WAGE RATES**

**(FOR LIVING WAGE RATE INFORMATIONAL PURPOSES ONLY EFFECTIVE  
JANUARY 1, 2024 THRU DECEMBER 31, 2024)**

Prices within this attachment shall be in accordance with the Broward County Living Wage Ordinance, as amended, annually adjusted as provided within the ordinance, and including a projected qualifying health benefits amount of \$3.44. The Broward County Board of County Commissioners is contemplating the increase of the qualifying health benefit amount to \$3.44 per hour effective January 1, 2021. Due to this projected increase, the County reserves the right to negotiate in the event of this rate change.

The completed form should be submitted with the solicitation response prior to the solicitation closing date. If not included with the solicitation response, the proposer is required to provide within three business days of County's request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.

**Prices must be entered for all items in accordance with Special Instructions to Vendors, Section B.6. If additional work titles are proposed to perform the work, provide information in the applicable sections of this form.**

**NOTE: This Form is for information only and will not be used for final evaluation and scoring for Price**

**PERSONNEL POSITIONS**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE/UNIT</u>
Project Manager	Hour	\$ _____
Assistant Project Manager	Hour	\$ _____
Quality Control Manager	Hour	\$ _____
Shift Supervisor	Hour	\$ _____
Team Leader/Supervisor	Hour	\$ _____
Janitorial Worker	Hour	\$ _____
_____	Hour	\$ _____
_____	Hour	\$ _____

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Vendor Name

## **Standard Instructions to Vendors**

### **Request for Proposals, Request for Qualifications, or Request for Letters of Interest**

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

**Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the [Purchasing Division website](#) or contact BidSync for submittal instructions.**

#### **A. Responsiveness Criteria:**

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsive Bidder [Vendor] means a person who has submitted a proposal which conforms in all material respects to a solicitation. The solicitation submittal of a responsive Vendor must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

Failure to provide the information required below at the time of submittal opening may result in a recommendation Vendor is non-responsive by the Director of Purchasing. The Selection or Evaluation Committee will determine whether the firm is responsive to the requirements specified herein. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.30.f.1(c) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to **Special Instructions to Vendors**, for Additional Responsiveness Criteria requirement(s).

#### **1. Lobbyist Registration Requirement Certification**

Refer to **Lobbyist Registration Requirement Certification**. The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

#### **2. Addenda**

The County reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If a "must" addendum is issued, Vendor must follow instructions and submit required information, forms, or acknowledge addendum, as instructed therein. It is the responsibility of all potential Vendors to monitor the solicitation for any changing information, prior to submitting their response.

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

Definition of a Responsible Vendor: In accordance with Section 21.8.b.64 of the Broward County Procurement Code, a Responsible Vendor means a Vendor who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Selection or Evaluation Committee will recommend to the awarding authority a determination of a Vendor's responsibility. At any time prior to award, the awarding authority may find that a Vendor is



not responsible to receive a particular award.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsive.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors**, for Additional Responsibility Criteria requirement(s).

## 1. **Litigation History**

- a. All Vendors are required to disclose to the County all “material” cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all “material” cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the “material” cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be “material” if it relates, in whole or in part, to any of the following:
  - i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
  - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
  - iii. A vendor’s default, termination, suspension, failure to perform, or improper performance in connection with any contract;
  - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
  - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- c. The County will consider a Vendor's litigation history information in its review and determination of responsibility.
- d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- e. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

## 2. **Financial Information**

- a. All Vendors are required to provide the Vendor's financial statements at the time of submittal in order to demonstrate the Vendor's financial capabilities.

b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:

- i. Balance sheets, income statements and annual reports; or
- ii. Tax returns; or
- iii. SEC filings.

If tax returns are submitted, ensure it does not include any personal information (as defined under Florida Statutes Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.

- c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.
- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to **Standard Instructions to Vendors**, Confidential Material/ Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

### 3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information provided in response to this solicitation.
- c. It is the Vendor's responsibility to comply with all state and local business requirements.
- d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the **Vendor Questionnaire**, Question No. 10.
- e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.
- f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.

- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

#### 4. Affiliated Entities of the Principal(s)

- a. All Vendors are required to disclose the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the **Affiliated Entities of the Principal(s) Certification Form**.
- b. The County will review all affiliated entities of the Vendor’s principal(s) for contract performance evaluations and the compliance history with the County’s Small Business Program, including CBE, DBE and SBE goal attainment requirements. “Affiliated entities” of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor’s principals in its review and determination of responsibility.

#### 5. Insurance Requirements

The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal, but it is necessary to submit certificates indicating that the Vendor currently carries the insurance or to submit a letter from the carrier indicating it can provide insurance coverages.

#### C. Additional Information and Certifications

The following forms and supporting information (if applicable) should be returned with Vendor’s submittal. If not provided with submittal, the Vendor must submit within three business days of County’s request. Failure to timely submit may affect Vendor’s evaluation.

##### 1. Vendor Questionnaire

Vendor is required to submit detailed information on their firm. Refer to the **Vendor Questionnaire** and submit as instructed.

##### 2. Standard Certifications

Vendor is required to certify to the below requirements. Refer to the **Standard Certifications** and submit as instructed.

- a. **Cone of Silence Requirement Certification**
- b. **Drug-Free Workplace Certification**
- c. **Non-Collusion Certification**
- d. **Public Entities Crimes Certification**
- e. **Scrutinized Companies List Certification**

##### 3. Subcontractors/Subconsultants/Suppliers Requirement

The Vendor shall submit a listing of all subcontractors, subconsultants, and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Information Form** and submit as instructed.

#### D. Standard Agreement Language Requirements

1. The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's submittal and will be considered by the Selection or Evaluation Committee.
2. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
3. Vendors are required to review the applicable terms and conditions and submit the **Agreement Exception Form**. If the **Agreement Exception Form** is not provided with the submittal, it shall be deemed an affirmation by the Vendor that it accepts the Agreement terms and conditions as disclosed in the solicitation.
4. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.
5. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Selection or Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

#### **E. Evaluation Criteria**

1. The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.
3. For Request for Proposals, the following shall apply:
  - a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.
  - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
  - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{(\text{Lowest Proposed Price}/\text{Vendor's Price}) \times (\text{Maximum Number of Points for Price})}{\text{Price Score}}$$
  - d. After completion of scoring, the County may negotiate pricing as in its best interest.
4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
  - a. The Selection or Evaluation Committee will create a short list of the most qualified firms.
  - b. The Selection or Evaluation Committee will either:
    - i. Rank shortlisted firms; or

- ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

## **F. Demonstrations**

If applicable, as indicated in Special Instructions to Vendors, Vendors will be required to demonstrate the nature of their offered solution. After receipt of submittals, all Vendors will receive a description of, and arrangements for, the desired demonstration. In accordance with Section 286.0113 of the Florida Statutes and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the vendor team and County staff.

## **G. Presentations**

Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Selection or Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, presentations during Selection or Evaluation Committee Meetings are closed. Only the Selection or Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the Meeting Room during the presentation and subsequent question and answer period.

## **H. Public Art and Design Program**

If indicated in **Special Instructions to Vendors**, Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, applies to this project. It is the intent of the County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The Vendor may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by Broward County through an independent process. For additional information, contact the Broward County Cultural Division.

## **I. Committee Appointment**

The Cone of Silence shall be in effect for County staff at the time of the Selection or Evaluation Committee appointment and for County Commissioners and Commission staff at the time of the Shortlist Meeting of the Selection Committee or the Initial Evaluation Meeting of the Evaluation Committee. The committee members appointed for this solicitation are available on the Purchasing Division's website under [Committee Appointment](#).

## **J. Committee Questions, Request for Clarifications, Additional Information**

At any committee meeting, the Selection or Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested), including a Vendor representative that has the authority to bind.

Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) are requested to participate in a final (or presentation) Selection or Evaluation committee meeting.

## **K. Vendor Questions**

The County provides a specified time for Vendors to ask questions and seek clarification regarding solicitation requirements. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to questions via Bid Sync.

#### **L. Confidential Material/ Public Records and Exemptions**

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response, unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.
2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential", and marked with the specific statute and subsection asserting exemption from Public Records.
3. To submit confidential material, three hardcopies must be submitted in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division  
115 South Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301

4. Material will not be treated as confidential if the Vendor does not cite the applicable Florida Statute (s) allowing the document to be treated as confidential.
5. Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Vendor does not comply with these instructions, the Vendor's claim for confidentiality will be deemed as waived.
6. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

#### **M. Copyrighted Materials**

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the County to make copies (including electronic copies) as reasonably necessary for the use by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

#### **N. State and Local Preferences**

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

#### **O. Local Preference**

Except where otherwise prohibited by federal or state law or other funding source restrictions, a local Vendor whose submittal is within 5% of the highest total ranked Vendor outside of the preference area will become the Vendor with whom the County will proceed with negotiations for a final contract. Refer to **Local Vendor Certification Form (Preference and Tiebreaker)** for further information.

## **P. Tiebreaker Criteria**

In accordance with Section 21.31.d of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation. In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. **Local Vendor Certification Form (Preference and Tiebreaker);**
2. **Domestic Partnership Act Certification (Requirement and Tiebreaker);**
3. **Tiebreaker Criteria Form: Volume of Work Over Five Years**

## **Q. Posting of Solicitation Results and Recommendations**

The Broward County Purchasing Division's [website](#) is the location for the County's posting of all solicitations and contract award results. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

## **R. Review and Evaluation of Responses**

A Selection or Evaluation Committee is responsible for recommending the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable.
2. Staff identifies any incomplete responses. The Director of Purchasing reviews the information and makes a recommendation to the Selection or Evaluation Committee as to each Vendor's responsiveness to the requirements of the solicitation. The final determination of responsiveness rests solely on the decision of the committee.
3. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized Vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the Vendor has breached or failed to perform a contract, claims history of the Vendor, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of a Vendor.

## **S. Vendor Protest**

Sections 21.118 and 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

1. Any protest concerning the solicitation or other solicitation specifications or requirements must be made and received by the County within seven business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
2. Any protest concerning a solicitation or proposed award above the award authority of the

Director of Purchasing, after the RLI or RFP opening, shall be submitted in writing and received by the Director of Purchasing within five business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.

3. Any actual or prospective Vendor who has a substantial interest in and is aggrieved in connection with the proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
4. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a proposed contract award shall be a waiver of the Vendor's right to protest.
5. As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
\$30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	5,000

If no contract proposal amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners.

## **T. Right of Appeal**

Pursuant to Section 21.83.d of the Broward County Procurement Code, any Vendor that has a substantial interest in the matter and is dissatisfied or aggrieved in connection with the Selection or Evaluation Committee's determination of responsiveness may appeal the determination pursuant to Section 21.120 of the Broward County Procurement Code.

1. The appeal must be in writing and sent to the Director of Purchasing within ten (10) calendar days of the determination by the Selection or Evaluation Committee to be deemed timely.
2. As required by Section 21.120, the appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of this section.
3. The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

## **U. Rejection of Responses**

The Selection or Evaluation Committee may recommend rejecting all submittals as in the best interests of the County. The rejection shall be made by the Director of Purchasing, except when a



solicitation was approved by the Board, in which case the rejection shall be made by the BoardPage 129 of 187

## V. Negotiations

The County intends to conduct the first negotiation meeting no later than two weeks after approval of the final ranking as recommended by the Selection or Evaluation Committee. At least one of the representatives for the Vendor participating in negotiations with the County must be authorized to bind the Vendor. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the Vendor) an impasse will be declared and negotiations with the first-ranked Vendor will cease. Negotiations will begin with the next ranked Vendor, etc. until such time that all requirements of Broward County Procurement Code have been met. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, negotiations resulting from Selection or Evaluation Committee Meetings are closed. Only County staff and the selected vendor and their team will be present during negotiations.

## W. Submittal Instructions:

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. **DO NOT INCLUDE** any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. **Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync.** It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation.
3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in BidSync. Web-fillable forms can be filled out and submitted through BidSync.
5. After all documents are viewed, submitted, and/or accepted in BidSync, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financials Statements) in the Item Response Form in BidSync, under line one (regardless if pricing requested).
6. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
7. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
8. After all files are uploaded, Vendor must submit and **CONFIRM** its offer (by entering password) for offer to be received through BidSync.
9. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and

the time of solicitation opening to:

Broward County Purchasing Division  
115 South Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301

A copy of the Proposal Bond should also be uploaded into Bid Sync; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the solicitation due date and time.

**Special Instructions to Vendors**  
**Solicitation Name: BLD2117566P1, Janitorial Services at FLL**

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

**A. Additional Responsiveness Criteria:**

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

1. Pricing Sheet(s)

Refer to **BidSync Item Response Form; Group 1 RCC Janitorial Services and Group 2 Terminals 1, 2, 3, 4 and AOCC Janitorial Services**. Vendors can provide prices for each group or both groups; However, vendors must provide prices for each line item within each group to be responsive to that group. Form must be completed and submitted at time of solicitation due date in order to be responsive to solicitation requirements.

**Points awarded for price for each group will be based on the aggregate total of line items for each group. Optional Item prices will not be considered in the points determination. Refer to Standard Instructions to Vendors, Evaluation Criteria, Section E for calculation of points.**

- a. It is the responsibility of the Vendor to complete and electronically sign the Item Response Form for this solicitation. The Item Response Form is a matter of RESPONSIVENESS. Failure of the Vendor to complete and electronically sign the Item Response Form SHALL determine the Vendor to be NON-RESPONSIVE to the solicitation.
  - b. All blank areas of the Item Response Form MUST be filled in with a dollar figure. If it is the intent of the Vendor to perform or provide any services or commodities referenced on the Item Response Form at no cost to the County, then \$0.00 (zero) dollars MUST be referenced in the appropriate field. In the event that the Vendor intends not to submit a price for a particular line item, the Vendor MUST indicate "NO BID" in the appropriate field ("Notes for Buyer"). In the event that pricing is required for multiple years, pricing for each year MUST be completed by the Vendor.
  - c. The Vendor SHALL use the Item Response Form provided in the solicitation document. Failure by the Vendor to use the required Item Response Form SHALL determine the Vendor to be nonresponsive.
  - d. DO NOT USE "N/A", "-"(DASH) OR ANY OTHER SYMBOLS ON THE PRICE SHEET. IT IS THE RESPONSIBILITY OF THE VENDOR TO ASK QUESTIONS OR SEEK CLARIFICATION REGARDING THE ITEM RESPONSE FORM SUBMITTAL PRIOR TO THE SOLICITATION'S DUE DATE. THE COUNTY WILL NOT SEEK CLARIFICATION ON ANY PRICING.
2. Domestic Partnership Act Requirement  
This solicitation requires that the Vendor comply with Domestic Partnership Act unless it is exempt from the requirement per Ordinance. Vendors must follow the instructions included in the **Domestic Partnership Act Certification Form (Requirement and Tiebreaker)** and submit as instructed.
3. Living Wage Requirements  
This solicitation requires that Vendor comply with the Living Wage Ordinance. Vendors must follow the instructions included in the **Living Wage Ordinance Requirements** section and submit **Living Wage Ordinance Compliance Affidavit Form** as instructed.

The Broward County Board of County Commissioners is contemplating the increase of the qualifying health benefit amount to \$3.44 per hour effective January 1, 2021. Due to this projected increase, the County reserves the right to negotiate in the event of this rate change.

4. Mandatory Pre-Submittal Conference/Site Visitation

Attendance at the pre-submittal conference is MANDATORY for Groups 1 and 2. Site visit attendance is MANDATORY for GROUP 2 and OPTIONAL for GROUP 1. This information session presents an opportunity for the vendors to clarify any concerns regarding proposal requirements. Failure to attend the mandatory pre-submittal conference for GROUPS 1 and 2 and the mandatory site visit for GROUP 2 will deem the Vendor non-responsive for the group(s) requiring mandatory attendance.

Fort Lauderdale-Hollywood International Airport requires all participants of this mandatory pre-bid meeting and site visit to submit a fully completed Temporary Customs Border Patrol Access application for security clearance no later than **To Be Determined**. Applications must be emailed to [FLLCustomsApp@broward.org](mailto:FLLCustomsApp@broward.org). See attached document for instructions and application. You must also bring a government-issued photo ID with you on the day of the mandatory pre-submittal meeting. If you do not send this information by the above-mentioned date, you will not be able to attend the mandatory site visit for the terminals.

If you require any auxiliary aids for communication, please call 357-6066 so that arrangements can be made in advance.

Meeting Date: **To Be Determined**  
Meeting Time: **To Be Determined**  
Location: Broward County Aviation Department  
Aviation Maintenance Facility  
3400 SW 2nd Avenue, 2nd Floor  
Ft. Lauderdale, FL 33315 |

**B. Additional Responsibility Criteria:**

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

1. Office of Economic and Small Business Development Program:

This solicitation for GROUP 1 is reserved for County Business Enterprise (CBE) firms (CBE Reserve). Refer to **the Office of Economic and Small Business Development Requirements (CBE Reserve)** section for requirements. |

This solicitation for GROUP 2 has the following County Business Enterprise Goals: **35% CBE Goals**. Vendors must follow the instructions included in the **Office of Economic and Small Business Development Requirements** section and submit all required forms and information as instructed.

2. Workforce Investment Program

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

3. Minimum Qualifications: **Group 1**

- A. Respondent must have a minimum of three (3) years continuous and satisfactory experience as the prime contractor in providing janitorial management services in a heavily populated facility requiring 24/7 janitorial services.
- B. Respondent must demonstrate their staffing levels have been maintained at a minimum of twenty-five (25) employees for the past three (3) years. Vendor may demonstrate through submittal of payroll records, tax records, insurance documentation (Workers Comp.), etc.
- C. Respondent must demonstrate experience in access control and security credentialing.

4. Minimum Qualifications: **Group 2**

- A. Respondent must have a minimum of five (5) years continuous and satisfactory experience as the prime contractor in providing janitorial management services in at least one (1) North American, large hub airport, with a minimum of twenty-five (25) million annual passengers. Vendor may demonstrate experience of past performance based on confirmed references as provided within the Vendor Reference Verification Forms.
- B. Respondent must demonstrate their staffing levels have been maintained at a minimum of three hundred (300) employees for the past five (5) years. Vendor may demonstrate through submittal of payroll records, tax records, insurance documentation (Workers Comp.), etc.

5. Required Assurance Statement for Group 1 and Group 2:

- A. A proposal bond is not required for this solicitation; however, the proposer shall provide the County with an assurance statement from its surety or financial institution verifying that the proposer has the capacity and ability to provide the County with a Performance and Payment Bond for the full and complete (100%) required Year 1 amount for which the contract proposer is submitting a response.
- B. The assurance statement may be a letter on the surety company's or financial institution's letterhead that gives evidence of the proposer's ability to provide the appropriate security and monies to guarantee satisfactory completion of the contract by the awarded proposer.
- C. Refer to Agreement, Article 13, Payment and Performance for bonding requirements.

6. Janitorial Wage Rate Price Lists

Vendor should provide completed ATTACHMENTS 3 and 4 at the time of proposal submittal. All lines shall be priced per unit. If not included with the proposal submittal at the time of the solicitation opening deadline, the proposer is required to provide within three business days of County's request. **Note:** The janitorial wage rate price list will not be included in the Evaluation Criteria Points for Price but is required as part of a Vendor's submittal.

7. Negotiations

- 1. Standard Instructions to Vendors, Section V is amended to add:  
County reserves the right to request during negotiations a breakdown of monthly prices offered for janitorial services, which shall include but not limited to all labor, materials, profit and overhead. |

**C. Standard Agreement Language Requirements:**

The Project Specific Agreement terms and conditions for this solicitation can be located at the following hyperlink, under "Project Specific" Agreements as Referenced by Solicitation Number, RFP No. BLD2117566P1, Janitorial Services at FLL:

[http://www.broward.org/Purchasing/Pages/StandardTerms\\_copy\(1\).aspx](http://www.broward.org/Purchasing/Pages/StandardTerms_copy(1).aspx)

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

**D. Demonstrations:**

Not applicable to this solicitation.

**E. Presentations:**

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

**F. Procurement Authority:**

Pursuant to Section 21.32, Competitive Sealed Proposals, of the Broward County Procurement Code. |

**G. Project Funding Source - this project is funded in whole or in part by:**

County Funds |

**H. Projected Schedule:**

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

Final Evaluation Meeting (Sunshine Meeting): **To Be Determined**

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

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

**I. Project Manager Information:**

Project Manager: Lori Vassello, Contract/Grant Administrator Senior

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

**1. Ability of Professional Personnel:**

Describe the qualifications and relevant experience of the Project Manager and all key staff that are intended to be assigned to this project. Include resumes for the Project Manager and all key staff described (minimum resumes for Chief Operating Officer, Project Manager, Assistant Project Manager, Quality Control Manager, Shift Supervisors). Include the qualifications and relevant experience of all subconsultants' key staff to be assigned to this project.

Resumes shall include:

- a) Individual's title
- b) Individual's time with title
- c) Individual's time with company
- d) Experience in managing/supervising staff in similar size projects.
- e) Experience working within a facility where security, business, and operational sensitivities exist.
- f) Experience in managing staff on a 24/7 project where the facility is always occupied.

**Additional instructions:** Provide the current number of full time employees on your company's payroll.

**Points Value:** [10]

**2. Project Approach:**

Describe the prime Vendor's approach to the project. Include how the prime Vendor will use subconsultants in the project.

**Additional Instructions:** Project Approach shall include:

1) For the Service Plan-

- a) Provide staffing levels for each shift intended for Terminals 1, 2, 3 and 4 and the RCC to ensure cleaning standards are met or exceed specifications.
- b) Describe work plan for each shift to ensure cleaning standards are met or exceed specifications.
- c) Describe your floor care plan in order to maintain high quality floor surfaces.
- d) Describe your restroom care plan in order to maintain cleanliness and continuity of paper and soap products stocked throughout each 24-hour day. Specifically, address if providing restroom attendants in high volume restrooms, including location and proposed scheduled hours.
- e) Describe your high cleaning plan to ensure the facilities are left dirt and dust free in high places and HVAC vents.
- f) Describe your capabilities to respond to emergency or disaster situations including supply of specialized equipment required for de-watering or moisture removal tasks or other special cleaning services.

**Points Value:** [7]

2) For the Management Plan-

- a) Describe how your company will achieve the services, quality standards and demands as outlined in the specifications.
- b) Describe your Quality Control Program.

- c) Describe your inspection procedures. Include sample of reporting system and any technical aids used to monitor performance standards.

**Points Value:** | 5 |

3) For Addressing Company Equipment-

- a) List the company's current inventory of heavy equipment; i.e. truck mounted hot water extractor(s), portable lift(s), escalator step and moving walkway cleaner, truck to haul trash, mobile pressure cleaner(s), etc.
- b) For the above-mentioned heavy equipment, provide the response time for mobilization for each piece of equipment or if it will be stored on site.
- c) List the company's current inventory of machinery for floor care that will be utilized and stored on site to perform the requirements within this contract (i.e. commercial vacuum cleaners, water extraction equipment, machine scrubbers, buffers, air scrubbers, etc.).
- d) List office equipment and computer software programs that the company currently possesses in order to deliver electronic communications and reports to County staff; i.e. PC, facsimile, scanner, printer, photocopier, Adobe Acrobat®, Microsoft © Word, Outlook, & Excel, Janitorial Tracking software, etc.

**Points Value:** | 4 |

4) For Training Program-

- a) Describe your company's Custodial Training & Safety Manual
- b) Describe any additional training your company provides to assure staff will be pro-active and aware to notification and documentation of suspicious behavior, abandoned belongings/packages, running water, potential slip and fall conditions, ajar doors, security issues, etc.

**Points Value:** | 4 |

**Points Value:** | 20 |

3. **Past Performance:**

Describe prime Vendor's experience on projects of similar nature, scope and duration, along with evidence of satisfactory completion, both on time and within budget, for the past five years. Provide a minimum of three projects with references. Include: Project Title, Facility Location and Function, Contract Dates.

Vendor should provide references for similar work performed to show evidence of qualifications and previous experience. Refer to **Vendor Reference Verification Form** and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.

**Additional Instructions:** Within the Vendor Reference Verification Form, provide the following additional information: Facility Location, Function and Size (Sq. Ft.); Project Hours of Operation; Number of Full Time Employees on the Project

**Points Value:** | 20 |



4. **Workload of the Firm:**

For the prime Vendor only, list all completed and active projects that Vendor has managed within the past five years. In addition, list all projected projects that Vendor will be working on in the near future. Projected projects will be defined as a project(s) that Vendor has been awarded a contract but the Notice to Proceed has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt or will deal with the projects' challenges.

**Points Value:** [ 10 ]

5. **Location:**

Refer to **Vendor's Business Location Attestation Form** and submit as instructed.

**Points Value:** [ 5 ]

A Vendor with a principal place of business location (also known as the nerve center) within Broward County for the last six months, prior to the solicitation submittal, will receive five points; a Vendor not meeting all of the local business requirements will receive zero points. The following applies for a Vendor responding as a Joint Venture (JV): if a member of the JV has 51% or more of the equity and meets all of the local business requirements, the JV will receive three points; if a member of the JV has 30 to 50% of the equity and meets all of the local business requirements, the JV will receive two points; and if a member of the JV has 10% to 29% of the equity and meets all of the local business requirements, the JV will receive one point.

6. **Pricing:**

Pricing (**Item Response Form**) must reflect all equipment and services as defined in Scope of Work as indicated and entered on the Item Response Form in BidSync and as per the Bid Comments. Labor Price Worksheet items (Attachments 3 and 4) will not be made part of points value apportioned for Price.

**Points Value:** [ 35 ]

**1. Ability of Professional Personnel:**

Describe the qualifications and relevant experience of the Project Manager and all key staff that are intended to be assigned to this project. Include resumes for the Project Manager and all key staff described (minimum resumes for Chief Operating Officer, Project Manager, Assistant Project Manager, Quality Control Manager, Shift Supervisors). Include the qualifications and relevant experience of all subconsultants' key staff to be assigned to this project.

Resumes shall include:

- a) Individual's title
- b) Individual's time with title
- c) Individual's time with company
- d) Experience in managing/supervising staff in similar size projects.
- e) Experience working within a facility where security, business, and operational sensitivities exist.
- f) Experience in managing staff on a 24/7 project where the facility is always occupied.

**Additional instructions:** Provide the current number of full time employees on your company's payroll.

**Points Value:** [ 10 ]

**2. Project Approach:**

Describe the prime Vendor's approach to the project. Include how the prime Vendor will use subconsultants in the project.

**Additional Instructions:** Project Approach shall include:

1) For the Service Plan-

- a) Provide staffing levels for each shift intended for Terminals 1, 2, 3 and 4 and the RCC to ensure cleaning standards are met or exceed specifications.
- b) Describe work plan for each shift to ensure cleaning standards are met or exceed specifications.
- c) Describe your floor care plan in order to maintain high quality floor surfaces.
- d) Describe your restroom care plan in order to maintain cleanliness and continuity of paper and soap products stocked throughout each 24-hour day. Specifically, address if providing restroom attendants in high volume restrooms, including location and proposed scheduled hours.
- e) Describe your high cleaning plan to ensure the facilities are left dirt and dust free in high places and HVAC vents.
- f) Describe your capabilities to respond to emergency or disaster situations including supply of specialized equipment required for de-watering or moisture removal tasks or other special cleaning services.

**Points Value:** [ 7 ]

2) For the Management Plan-

- a) Describe how your company will achieve the services, quality standards and demands as outlined in the specifications.
- b) Describe your Quality Control Program.

- c) Describe your inspection procedures. Include sample of reporting system and any technical aids used to monitor performance standards.

**Points Value:** | 5 |

3) For Addressing Company Equipment-

- a) List the company's current inventory of heavy equipment; i.e. truck mounted hot water extractor(s), portable lift(s), escalator step and moving walkway cleaner, truck to haul trash, mobile pressure cleaner(s), etc.
- b) For the above-mentioned heavy equipment, provide the response time for mobilization for each piece of equipment or if it will be stored on site.
- c) List the company's current inventory of machinery for floor care that will be utilized and stored on site to perform the requirements within this contract (i.e. commercial vacuum cleaners, water extraction equipment, machine scrubbers, buffers, air scrubbers, etc.).
- d) List office equipment and computer software programs that the company currently possesses in order to deliver electronic communications and reports to County staff; i.e. PC, facsimile, scanner, printer, photocopier, Adobe Acrobat®, Microsoft © Word, Outlook, & Excel, Janitorial Tracking software, etc.

**Points Value:** | 4 |

4) For Training Program-

- a) Describe your company's Custodial Training & Safety Manual
- b) Describe any additional training your company provides to assure staff will be pro-active and aware to notification and documentation of suspicious behavior, abandoned belongings/packages, running water, potential slip and fall conditions, ajar doors, security issues, etc.

**Points Value:** | 4 |

**Points Value Total:** | 20 |

3. **Past Performance:**

Describe prime Vendor's experience on projects of similar nature, scope and duration, along with evidence of satisfactory completion, both on time and within budget, for the past five years. Provide a minimum of three projects with references. Include: Project Title, Facility Location and Function, Contract Dates.

Vendor should provide references for similar work performed to show evidence of qualifications and previous experience. Refer to **Vendor Reference Verification Form** and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.

**Additional Instructions:** Within the Vendor Reference Verification Form, provide the following additional information: Facility Location, Function and Size (Sq. Ft.); Project Hours of Operation; Number of Full Time Employees on the Project

**Points Value:** | 20 |

4. **Workload of the Firm:**

For the prime Vendor only, list all completed and active projects that Vendor has managed within the past five years. In addition, list all projected projects that Vendor will be working on in the near future. Projected projects will be defined as a project(s) that Vendor has been awarded a contract but the Notice to Proceed has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt or will deal with the projects' challenges.

**Points Value:** [ 10 ]

5. **Location:**

Refer to **Vendor's Business Location Attestation Form** and submit as instructed.

**Points Value:** [ 5 ]

A Vendor with a principal place of business location (also known as the nerve center) within Broward County for the last six months, prior to the solicitation submittal, will receive five points; a Vendor not meeting all of the local business requirements will receive zero points. The following applies for a Vendor responding as a Joint Venture (JV): if a member of the JV has 51% or more of the equity and meets all of the local business requirements, the JV will receive three points; if a member of the JV has 30 to 50% of the equity and meets all of the local business requirements, the JV will receive two points; and if a member of the JV has 10% to 29% of the equity and meets all of the local business requirements, the JV will receive one point.

6. **Pricing:**

Pricing (**Item Response Form**) must reflect all equipment and services as defined in Scope of Work as indicated and entered on the Item Response Form in BidSync and as per the Bid Comments. Note: Optional line items and Labor Price Worksheet items (Attachments 3 and 4) will not be made part of points value apportioned for Price.

**Points Value:** [ 35 ]



**RFP-RLI-RFQ LOCAL PREFERENCE AND TIE BREAKER CERTIFICATION FORM**

The completed and signed form should be returned with the Vendor's submittal to determine Local Preference eligibility, however it must be returned at time of solicitation submittal to qualify for the Tie Break criteria. If not provided with submittal, the Vendor must submit within three business days of County's request for evaluation of Local Preference. Proof of a local business tax should be submitted with this form. Failure to timely submit this form or local business tax receipt may render the business ineligible for application of the Local Preference or Tie Break Criteria.

In accordance with Section 21.31.d. of the Broward County Procurement Code, to qualify for the Tie Break Criteria, the undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is a local Vendor in Broward County and:
  - a. has a valid Broward County local business tax receipt;
  - b. has been in existence for at least six-months prior to the solicitation opening;
  - c. at a business address physically located within Broward County;
  - d. in an area zoned for such business;
  - e. provides services from this location on a day-to-day basis, and
  - f. services provided from this location are a substantial component of the services offered in the Vendor's proposal.

In accordance with Local Preference, Section 1-74, et. seq., Broward County Code of Ordinances, a local business meeting the below requirements is eligible for Local Preference. To qualify for the Local Preference, the undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is a local Vendor in Broward and:
  - a. has a valid Broward County local business tax receipt issued at least one year prior to solicitation opening;
  - b. has been in existence for at least one-year prior to the solicitation opening;
  - c. provides services on a day-to-day basis, at a business address physically located within the Broward County limits in an area zoned for such business; and
  - d. the services provided from this location are a substantial component of the services offered in the Vendor's proposal.

Local Business Address:

Vendor does not qualify for Tie Break Criteria or Local Preference, in accordance with the above requirements. The undersigned Vendor hereby certifies that (check box if applicable): The Vendor is not a local Vendor in Broward County.

<b>AUTHORIZED SIGNATURE/NAME</b>	<b>TITLE</b>	<b>COMPANY</b>	<b>DATE</b>

## RFP-RFQ-RLI LOCATION ATTESTATION FORM (EVALUATION CRITERIA)

The completed and signed form and supporting information (if applicable, for Joint Ventures) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting information may affect the Vendor's evaluation. Provided information is subject to verification by the County.

A Vendor's principal place of business location (also known as the nerve center) within Broward County is considered in accordance with Evaluation Criteria. The County's definition of a principal place of business is:

1. As defined by the Broward County Local Preference Ordinance, "Principal place of business means the nerve center or center of overall direction, control and coordination of the activities of the bidder [Vendor]. If the bidder has only one (1) business location, such business location shall be considered its principal place of business."
2. A principal place of business refers to the place where a corporation's officers direct, control, and coordinate the corporation's day-to-day activities. It is the corporation's 'nerve center' and in practice it should normally be the place where the corporation maintains its headquarters; provided that the headquarters is the actual center of direction, control, and coordination, i.e., the 'nerve center', and not simply an office where the corporation holds its board meetings (for example, attended by directors and officers who have traveled there for the occasion).

The Vendor's principal place of business in Broward County shall be the Vendor's "Principal Address" indicated with the Florida Department of State Division of Corporations, for at least six months prior to the solicitation's due date.

Check one of the following:

- The Vendor certifies that it has a principal place of business location (also known as the nerve center) within Broward County, as documented in Florida Department of State Division of Corporations (Sunbiz), and attests to the following statements:
1. Vendor's address listed in its submittal is its principal place of business as defined by Broward County;
  2. Vendor's "Principal Address" listed with the Florida Department of State Division of Corporations is the same as the address listed in its submittal and the address was listed for at least six months prior to the solicitation's opening date. A copy of Florida Department of State Division of Corporations (Sunbiz) is attached as verification.
  3. Vendor must be located at the listed "nerve center" address ("Principal Address") for at least six (6) months prior to the solicitation's opening date;
  4. Vendor has not merged with another firm within the last six months that is not headquartered in Broward County and is not a wholly owned subsidiary or a holding company of another firm that is not headquartered in Broward County;
  5. If awarded a contract, it is the intent of the Vendor to remain at the referenced address for the duration of the contract term, including any renewals, extensions or any approved interim contracts for the services provided under this contract; and
  6. The Vendor understands that if after contract award, the County learns that the attestation was erroneous, and upon investigation determines that the error was willful or intentional on

the part of the Vendor, the County may, on that basis exercise any contractual right to terminate the contract. Further any misleading, inaccurate, false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as outlined in the Procurement Code, Section 21.119.

If the Vendor is submitting a response as a Joint Venture, the following information is required to be submitted:

- a. Name of the Joint Venture Partnership
- b. Percentage of Equity for all Joint Venture Partners
- c. A copy of the executed Agreement(s) between the Joint Venture Partners

Vendor does not have a principal place of business location (also known as the nerve center) within Broward County.

**Vendor Information:**

Vendor Name:

Vendor's address listed in its submittal is:

	5
	6

The signature below must be by an individual authorized to bind the Vendor. The signature below is an attestation that all information listed above and provided to Broward County is true and accurate.

Authorized Signature/Name	Title	Vendor Name	Date

	4
--	---



### DOMESTIC PARTNERSHIP ACT CERTIFICATION FORM (REQUIREMENT AND TIEBREAKER)

Refer to Special Instructions to identify if Domestic Partnership Act is a requirement of the solicitation or acts only as a tiebreaker. If Domestic Partnership is a requirement of the solicitation, the completed and signed form should be returned with the Vendor's submittal. If the form is not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. To qualify for the Domestic Partnership tiebreaker criterion, the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at time of solicitation submittal.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances; and certifies the following: (check only one below).

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
  - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
  - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
  - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
  - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

Authorized  
Signature/Name

Title

Vendor Name

Date

**AGREEMENT EXCEPTION FORM**

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, it shall be deemed an affirmation by the Vendor that it accepts the terms and conditions of the County's Agreement as disclosed in the solicitation.

The Vendor must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- There are no exceptions to the terms and conditions of the County Agreement as referenced in the solicitation; or
- The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Vendor Name:

**LITIGATION HISTORY FORM**

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- There are no material cases for this Vendor; or
- Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: <input type="text"/>
	Or No <input type="checkbox"/>
Party	<input type="text"/>
Case Number, Name, and Date Filed	<input type="text"/>
Name of Court or other tribunal	<input type="text"/>
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	<input type="text"/>
Brief description of the Subject Matter and Project Involved	<input type="text"/>
Disposition of Case  (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/>  Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/>  If Judgment Against, is Judgment Satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No
Opposing Counsel	Name: <input type="text"/> Email: <input type="text"/> Telephone Number: <input type="text"/>

**Vendor Name:**

**VOLUME OF PREVIOUS WORK ATTESTATION FORM**

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to provide timely may affect the Vendor's evaluation. This completed form must be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

The calculation for Volume of Previous Work is all amounts paid to the prime Vendor by Broward County Board of County Commissioners at the time of the solicitation opening date within a five-year timeframe. The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm.

In accordance with Section 21.31.d. of the Broward County Procurement Code, the Vendor with the lowest dollar volume of work previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years. If the Vendor is submitting as a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. The Vendor attests to the following:

Item No.	Project Title	Solicitation/ Contract Number:	Department or Division	Date Awarded	Paid to Date Dollar Amount
1					
2					
3					
4					
5					
<b>Grand Total</b>					

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?  
 Yes  No

If Yes, Vendor must submit a **Joint Vendor Volume of Work Attestation Form**.

Vendor Name:

Authorized Signature/ Name

Title

Date

**VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM**

If applicable, this form and additional required documentation should be submitted with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm. Volume of Previous Work is not based on the total payments to the Joint Venture firm.

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years as a member of a Joint Venture. The Vendor attests to the following:

Item No.	Project Title	Solicitation/ Contract Number:	Department or Division	Date Awarded	JV Equity %	Paid to Date Dollar Amount
1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Grand Total</b>					<input type="text"/>	<input type="text"/>

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed above. Each agreement must be executed prior to the opening date of this solicitation.

Vendor Name:

Authorized Signature/ Name

Title

Date

**AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM**

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

- No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"
- Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name:

Names of Affiliated Entities:  5  
6

Principal's Name:

Names of Affiliated Entities:  5  
6

Principal's Name:

Names of Affiliated Entities:  5  
6

Authorized Signature Name:

Title:

Vendor Name:

Date:

## STANDARD CERTIFICATIONS

### Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendor should complete and acknowledge the standard certifications and submit with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation. It is imperative that the person completing the standard certifications be knowledgeable about the proposing Vendor's business and operations.

#### **Cone of Silence Requirement Certification:**

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint ventures. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The Vendor hereby certifies that: (check each box)

- The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances; and
- The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrators, and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
- The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

#### **Drug-Free Workplace Requirements Certification:**

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The program must consist of:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The offeror's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph 1;

4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of the employee's 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 of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - a. Taking appropriate personnel action against such employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that it has established a drug free workplace program in accordance with the above requirements.

**Non-Collusion Certification:**

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

- The Vendor certifies that this offer is made independently and free from collusion; or
- The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

**Public Entities Crimes Certification:**

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.



The Vendor hereby certifies that: (check box)

- The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

**Scrutinized Companies List Certification:**

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor hereby certifies that: (check each box)

- The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify the information provided in the Vendor Questionnaire and Standard Certifications:

\*AUTHORIZED SIGNATURE/NAME

TITLE

DATE

Vendor Name:

\* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

# **Office of Economic and Small Business Requirements (GROUP 1)**

## Office of Economic and Small Business Requirements: CBE Reserve

- A. In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), this solicitation is reserved for County Business Enterprise (CBE) firms (CBE Reserve).
- B. CBEs and nonCBEs may respond to the solicitation.
- C. The low, responsive and responsible, or the highest-ranked, responsive and responsible CBE, with capacity to perform, will be recommended for award, consistent with all applicable terms and conditions of Broward County's Procurement Code and subject to entering into an agreement acceptable to the County, as applicable. If no CBE is determined responsive and responsible, a non-CBE may be awarded the contract, with the establishment of at least a twenty-five percent (25%) CBE participation goal (unless the CBE goal is waived or otherwise modified by Board action), or the County may reject all responses submitted.
- D. It is the Vendor's responsibility to ensure compliance with the CBE requirements and adhere to solicitation deadlines. The Vendor must contact OESBD to verify current CBE status or to obtain CBE certification.
- E. The Work may only be performed by CBEs. The Vendor must perform one hundred percent (100%) of the Work as the prime Vendor or the prime Vendor may subcontract portions of Work to other CBEs. If the prime Vendor intends subcontract any portion of the Work, the Vendor must complete a Letter of Intent (refer to Section F below).
- F. CBE Program Requirements: Vendor should submit all required forms and information with its solicitation submittal as matter of responsibility. If the required forms and information are not provided with the Vendor's solicitation submittal, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be deemed non-responsible for failure to fully comply with this solicitation and CBE Program Requirements within these stated timeframes.
1. Vendor should include in its solicitation submittal a **Letter of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier (LOI)** for each CBE the Vendor intends to use to achieve the assigned reserve or CBE participation goal. If the Vendor is a CBE performing 100% of the work, an LOI should be submitted stating that 100% of the work will be completed by the CBE.  
  
The form is available at the following link:  
<http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf>
  2. If Vendor is unable to attain the CBE participation goal or reserve, Vendor should include in its solicitation submittal an **Application for Evaluation of Good Faith Efforts** and all of the required supporting information.  
  
The form is available at the following link:  
<http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf>
- G. A certified firm must provide a commercially useful function for the Project and may not act as a broker. A certified firm that seeks to act as a broker, or that does not provide a commercially useful function for the Project shall be subject to decertification by OESBD.
- H. Vendors are encouraged to purchase materials from certified CBE firms whenever possible.
- I. A joint venture is only eligible for award if all members of the joint venture are certified CBE firms.

- J. OESBD maintains an online directory of CBE firms. The online directory is available for use by Vendors at <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>.
- K. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the office's website at: <http://www.broward.org/EconDev/SmallBusiness/>
- F. If awarded the contract, Vendor agrees to and shall comply with all applicable requirements of this solicitation, the Business Opportunity Act, and the CBE Program in the award and administration of the contract, including the following:
1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
  2. All entities that seek to conduct business with the County, including Vendor or any Prime Contractors, Subcontractors, and Bidders, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.
  3. If Vendor fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), including CBE reserve, then Vendor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
  4. Vendor shall comply with all applicable requirements of the Business Opportunity Act in the award of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the County to terminate this contract or to exercise any other remedy provided under this contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or other applicable laws, with all such remedies being cumulative.
  5. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the County, for all completed subcontracted work and supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the County.
  6. Vendor understands that the County will monitor Vendor's compliance with the CBE Program requirements. All Vendors must provide OESBD with a Monthly Utilization Report (MUR) to confirm its compliance with the Commitment agreed to in the contract; timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition of the County's payment of Vendor under the contract.

This form is also available online at:

[www.broward.org/econdev/SmallBusiness/Pages/compliance.aspx](http://www.broward.org/econdev/SmallBusiness/Pages/compliance.aspx)

# **Office of Economic and Small Business Requirements (GROUP 2)**

## Office of Economic and Small Business Requirements: CBE Goal Participation

- A. In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), the County Business Enterprise (CBE) Program is applicable to this contract. All Vendors responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this contract.
- B. The CBE participation goal will be established based on the expected expenditure amount for the proposed scope of services for the project. The Office of Economic and Small Business Development (OESBD) will not include alternate items, optional services or allowances when establishing the CBE participation goal. If the County subsequently chooses to award any alternate items, optional services or allowances as determined by OESBD and the Contract Administrator to be related to the scope of services, OESBD may apply the established CBE participation goal. In such an instance, the County will issue a written notice to the successful Vendor that the CBE participation goal will also apply to the alternate items, optional services or allowances. Vendor shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by Vendor to submit the required forms may result in the rejection of Vendor's solicitation submittal prior to the award or failure to comply with the contract requirements may have an impact on the vendor performance evaluation post award, as applicable.
- C. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; Vendor should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the Vendor's solicitation submittal, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be deemed non-responsible for failure to fully comply with CBE Program Requirements within these stated timeframes.
1. Vendor should include in its solicitation submittal a **Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier** for each CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. The form is available at the following link:  
<http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf>
  2. If Vendor is unable to attain the CBE participation goal, Vendor should include in its solicitation submittal an **Application for Evaluation of Good Faith Efforts** and all of the required supporting information. The form is available at the following link:  
<http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf>
- D. OESBD maintains an online directory of CBE firms. The online directory is available for use by Vendors at <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>.
- E. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/>
- F. If awarded the contract, Vendor agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract.
1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation,

2. All entities that seek to conduct business with the County, including Vendor or any Prime Contractors, Subcontractors, and Bidders, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.
3. If Vendor fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), then Vendor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
4. Vendor shall comply with all applicable requirements of the Business Opportunity Act in the award of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the County to terminate this contract or to exercise any other remedy provided under this contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or other applicable laws, with all such remedies being cumulative.
5. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the County, for all completed subcontracted work and supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the County.
6. Vendor understands that the County will monitor Vendor's compliance with the CBE Program requirements. Vendor must provide OESBD with a Monthly Utilization Report (MUR) to confirm its compliance with the Commitment agreed to in the contract; timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the County's payment of Vendor under the contract.

### Security Requirements – Aviation Department

- A. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.
- B. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
- C. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- D. Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.
- E. The provisions hereof shall survive the expiration or any other termination of this contract.



**Insurance Requirements: (Refer to the Insurance Requirement Form)**

- A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
  2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: Yes  or No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.
- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
- D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
- E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

**Insurance Requirements for FLL Janitorial Services**

the following coverage's are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE 1. ALL COI's be submitted on an ACCORD 25 form 2. ALL deductibles are vendors responsibility 3. Self Insurance and SIR's are not approved	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY</b> [x ] Commercial General Liability [x ] Premises–Operations [x ] Explosion & Collapse Hazard [x ] Underground Hazard [x ] Products/Completed Operations Hazard (5 years) [x] Contractual Insurance [ x] Broad Form Property Damage [x ] Personal Injury [x] mobil equipment	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	<b>\$ 1 mil landside \$ 5 mil airside</b>	<b>\$ 2 mil landside \$ 5 mil airside</b>
	Personal Injury		
<b>AUTO LIABILITY</b> [ x] Comprehensive Form [x ] Owned [x ] Hired [x ] Non-owned [x ] Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	<b>\$300 k landside \$ 5 mil airside</b>	
<b>EXCESS LIABILITY</b> [ ] Umbrella Form [ ] Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
[ x ] <b>POLLUTION **data sheets for chemicals/cleaning products used on FLL property must be submitted.</b>			<b>\$ 1 mil</b>
[x] <b>PROPERTY</b>			<b>\$500k</b>
[x] <b>CRIME</b>			<b>\$1 mil</b>
[x] <b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)</b>	[x] STATUTORY Dollar values only:	**State exemption not accepted.	
		(each accident)	<b>500K MIN</b>
Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability <b>Additional Insured: Broward County.</b> Also when applicable certificate should show <b>Broward County as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required.</b> Certificate Must be Signed and All applicable Deductibles shown. Indicate bid number, RLI,RFP, and project manager on COI.			

**NOTE \*** - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act  
**CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:**

Name & Address of Certificate Holder  
Broward County  
2200 SW 45th Street, Suite #101,  
Dania Beach, FL 33312  
maintenance

Tracy  
Meyer

Digitally signed by Tracy Meyer  
DN: dc=local, dc=fll-airport,  
ou=FLLUSERS, cn=Tracy Meyer

Date Issued Date: 2018.05.11 10:08:49

InsuranceLimitsForm.03 Revised Certificate Limits revised 2005.DOC 02/00'

**VENDOR QUESTIONNAIRE AND STANDARD CERTIFICATIONS**  
**Request for Proposals, Request for Qualifications, or Request for Letters of Interest**

Vendor should complete questionnaire and complete and acknowledge the standard certifications and submit with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

**If a response requires additional information, the Vendor should upload a written detailed response with submittal; each response should be numbered to match the question number.** The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name:
2. Doing Business As/ Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN):
4. Dun and Bradstreet No.:
5. Website address (if applicable):
6. Principal place of business address:
7. Office location responsible for this project:
8. Telephone no.:  Fax no.:
9. Type of business (check appropriate box):
  - Corporation (specify the state of incorporation):
  - Sole Proprietor
  - Limited Liability Company (LLC)
  - Limited Partnership
  - General Partnership (State and County Filed In)
  - Other - Specify
10. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):
11. List name and title of each principal, owner, officer, and major shareholder:
  - a)
  - b)
  - c)
  - d)

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name:   
Title:   
E-mail:   
Telephone No.:

Name:   
Title:   
E-mail:   
Telephone No.:

- 13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.  Yes  No
- 14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.  Yes  No
- 15. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.  Yes  No
- 16. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.  Yes  No
- 17. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.  Yes  No
- 18. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety.  Yes  No
- 19. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.  Yes  No
- 20. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response.  Yes  No
- 21. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.  
Living Wage had an effect on the pricing.  Yes  No  
 N/A

If yes, Living Wage increased the pricing by % or decreased the pricing by %.

**Cone of Silence Requirement Certification:**

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint ventures. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The Vendor hereby certifies that: (check each box)

- The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances; and
- The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrators, and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
- The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

**Drug-Free Workplace Requirements Certification:**

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The program must consist of:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The offeror's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph 1;
4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of the employee's 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 of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - a. Taking appropriate personnel action against such employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that it has established a drug free workplace program in accordance with the above

requirements.

**Non-Collusion Certification:**

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

- The Vendor certifies that this offer is made independently and free from collusion; or
- The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

**Public Entities Crimes Certification:**

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

**Scrutinized Companies List Certification:**

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor hereby certifies that: (check each box)

- The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.



I hereby certify the information provided in the Vendor Questionnaire and Standard Certifications:

<input type="text"/>	<input type="text"/>	<input type="text"/>
*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Vendor Name:

\* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

### **Vendor Reference Verification Form**

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process. **Provide a minimum of three (3) non-Broward County Board of County Commissioners' references.**



**Vendor Reference Verification Form**

Broward County Solicitation No. and Title:

R \_\_\_\_\_, \_\_\_\_\_

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No

**Description of services provided by Vendor:**

**Please rate your experience with the referenced Vendor:**

**Needs Improvement**

**Satisfactory**

**Excellent**

**Not Applicable**

1. Vendor's Quality of Service
  - a. Responsive
  - b. Accuracy
  - c. Deliverables
2. Vendor's Organization:
  - a. Staff expertise
  - b. Professionalism
  - c. Turnover
3. Timeliness of:
  - a. Project
  - b. Deliverables
4. Project completed within budget
5. Cooperation with:
  - a. Your Firm
  - b. Subcontractor(s)/Subconsultant(s)
  - c. Regulatory Agency(ies)

**Additional Comments:** (provide on additional sheet if needed)

\*\*\*THIS SECTION FOR COUNTY USE ONLY\*\*\*

Verified via:  EMAIL  VERBAL Verified by: \_\_\_\_\_ Division: \_\_\_\_\_ Date: \_\_\_\_\_

### **SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM** **Request for Proposals, Request for Qualifications, or Request for Letters of Interest**

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

1. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

### DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - i. The dangers of drug abuse in the workplace;
  - ii. The offeror's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of the employee's 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 of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - i. Taking appropriate personnel action against such employee, up to and including termination; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

**AUTHORIZED SIGNATURE/ NAME**

**TITLE**

**DATE**

### SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non responsive for failure to fully comply within stated timeframes.

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4725 Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

**Authorized  
Signature/Name**

**Title**

**Vendor Name**

**Date**

### **Workforce Investment Program Requirements:**

- A. In accordance with Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program (Program) this solicitation is a covered contract if the open-end contract award value exceeds \$500,000 per year or if the individual project value exceeds \$500,000 under a fixed-term contract. The Program encourages Vendors to utilize CareerSource Broward (CareerSource) and their contract partners as a first source for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.
- B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.
- C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:
1. be bound to contractual obligations under the contract;
  2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
  3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
  4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
  5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for at least fifty percent (50%) of the vacancies (rounded up) that are the direct result of this contract;
  6. obtain a hired worker's written certification, attesting to a status as a Qualifying New Hire, Economically Disadvantaged Worker, or Hard-to-Hire worker (if applicable);
  7. retain records relating to Program requirements, including: records of all applicable vacancies; job order requests to CareerSource; qualified referral lists; and records of candidates interviewed and the outcome of the interviews.
  8. provide to the County any documents and records demonstrating Vendor's compliance and good faith efforts to comply with the Program;
  9. submit to the County an annual report by January 31<sup>st</sup> and within 30 days of contract completion or expiration; and
  10. ensure that all of its subcontractors comply with the requirements of the Program.

- D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification form may be obtained on the Office of Economic and Small Business Development website:

[broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx](http://broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx). Vendor is responsible for reading and understanding requirements of the Program.

- E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.
- F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.
- G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.
- H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.



### WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.

In accordance with the Workforce Investment Program:

(Vendor) agrees to be bound to the contractual obligations of the Workforce Investment Program, Broward County Administrative Code Section 19.211, requiring our firm to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal.

The statement must be signed by an authorized signatory of the firm. Receipt of the signed statement from the Vendor is a matter of responsibility. A firm not offering an affirmative response in this regard will be found "non-responsible" to the solicitation and not eligible for further evaluation or award.

AUTHORIZED SIGNATURE/NAME

TITLE

DATE

**LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM**

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

- It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
- It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

**Authorized Signature/Name:**  **Date:**

**Title:**

**Vendor Name:**

## **TEMPORARY CBP ACCESS SEALS**

- Application packages must be submitted to CBP Security Office by the employing company coordinators ONLY.
- Temporary ID's are **not** issued to applicants who are waiting for permanent seals **or** individuals that currently possess BCAD SIDA badges. Exceptions will be made on a case to case basis.
- Temporary seal requests must be made within 48 hours in advance, in writing, and include the following information:
  - Name of individual
  - One recent passport size photo of the applicant taped to the Request for a Temporary Access seal.
  - Current physical address and phone number
  - Date of birth
  - Copy of photo identification (i.e. driver's license or state issued I.D.)
  - Copy of Social Security card
  - If not a U.S. citizen, copy of passport, visa, and I-94, employment authorization card or permanent resident card
  - If a U. S. Citizen, a Copy of U. S. Passport, Naturalization Certificate or Birth Certificate
  - *Specific reason* for request of a temporary access badge. **(Be exact)**
  - Zones and dates requested
  - The applicant may be required to submit to fingerprinting. If required, the Federal Bureau of Investigation user fee for conducting fingerprint checks must be tendered at the time of application.

Updated July 7, 2018

## **TEMPORARY CBP ACCESS SEALS REQUIREMENTS**

All Airport employers requesting a Temporary CBP seal must submit a letter of request to the FLL CBP Security Office (Attachment 6). Per 19 CFR 122.188(a) it is the responsibility of the employer to satisfy the port director that a hardship would result if the request is not granted. The request letter must be printed on company letterhead with the original signature of the company's authorized official. The letter also must include a justification for entry and description of the specific work to be done by the employee or purpose of the visit of the employee in the CBP secure area. Every employee or visitor for whom a Temporary CBP seal request is submitted will undergo a background check. Therefore, the results of the check will determine whether or not the request will be granted.

Any request for a Temporary CBP seal must be processed at the CBP Security Office Window, located on the 3<sup>rd</sup> floor of the terminal 4 Fort Lauderdale Hollywood International Airport) forty eight (48) hours (excluding weekends and holidays) prior to the projected start date of work or visit. The approved Temporary CBP seal must be picked up and returned on the ground floor (BCAD fingerprint office), in a timely manner. Requests are not to exceed 15 days and are addressed on a case by case basis. If the request for a Temporary CBP seal is no longer needed, the requesting company must immediately inform the Miami CBP Security Office.

Any abuse of Temporary CBP seal requests will result in suspension or revocation of privileges to the requesting company. The employee or visitor assigned a Temporary CBP seal must always be accompanied by a permanent (2yr) CPB seal holder from the requesting company. At no time shall the Temporary CBP seal holder be alone or unescorted while in the CBP area. Any request for extension will have to be coordinated with the FLL CBP Security Office prior to the expiration of the Temporary CBP seal. If there is a need for multiple Temporary CBP seal requests for the same employee, the FLL CBP Security Office could mandate a full CBP Seal application for that individual.

Employers requesting temporary CBP seals for employees and/or official visitor of approved vendors must be supported by the bond of the employer to be granted access as required by 19 CFR 122.182(c).

It is important to be noted that the Temporary CBP seal has no validity unless it is accompanied by a BCAD Visitor badge.

Date: \_\_\_\_\_

Assistant Port Director, Passenger Processing  
U.S. Customs and Border Protection  
1800 ELLER DR SUITE 104  
Fort Lauderdale, Florida 33315

To whom it may concern:

A background check has been performed on the applicant to the extent allowable by law, including at a minimum, references and employment history to the extent necessary to verify representations made by the applicant relating to employment in the preceding five years. To the best of my knowledge, the applicant meets the conditions necessary to perform functions associated with employment in the CBP Security Areas as described in 19 CFR 122.181. We request access to the CBP Security areas at Fort Lauderdale International Airport. *We will ensure that this employee has been advised of and instructed in the requirements and responsibilities of possessing a CBP access seal. We will monitor this employee in order to ensure that he/she remains in compliance with all CBP orders, rules and regulation governing his/her behavior while in a CBP security area, and will ensure the compliance of our employee with these orders, rule and regulations.*

REQUEST FOR A **TEMPORARY** CBP ACCESS SEAL

APPLICANT NAME: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ SOCIAL SECURITY: \_\_\_\_\_

U.S. CITIZEN ( ) **OR** ALIEN ( ) RESIDENT A-Registration \_\_\_\_\_

PHONE# \_\_\_\_\_

**SPECIFIC DESCRIPTION** OF DUTIES THE APPLICANT WILL PERFORM WHILE IN THE CBP SECURITY AREA:

\_\_\_\_\_  
\_\_\_\_\_

ZONES REQUESTED: (1) \_\_\_\_\_ (2) \_\_\_\_\_

DATES REQUESTED: FROM: \_\_\_\_\_

REASON: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

### **Living Wage Ordinance Requirements:**

- A. The County's estimated annual value of this contract is \$100,000.00 or greater, therefore, the Living Wage Ordinance Section 26-100, is applicable.
- B. The following is a summary of requirements contained the Living Wage Ordinance. This summary is not all-inclusive of the requirements of the Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.
- C. In accordance with the Living Wage Ordinance, the Vendor agrees to pay the current minimum hourly wage rates to employees covered by the Living Wage Ordinance, as adjusted.
- D. **There will be no increase in contract prices paid by the County to the Vendor due to any increase in wages required to be paid to employees covered by the Living Wage Ordinance.**
- E. The **Living Wage Ordinance Compliance Affidavit Form**, should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.
- F. Further information about Vendor's obligations under the Living Wage Ordinance, may be obtained from the Purchasing Division's website at: [www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx](http://www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx)
- G. The Vendor, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the requirements. By responding to a solicitation including the Living Wage Ordinance requirements, Vendor is hereby agreeing to comply with the provisions of the Ordinance and acknowledges awareness of the penalties for non-compliance.
- H. Living Wage Requirements: All covered employees, including those of the Vendor's subcontractors, providing services pursuant to the Vendor's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Vendor and covered subcontractors, hereinafter referred to as "covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits.
  - 1. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
  - 2. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Vendors shall provide a copy of the requirements of the Living Wage Ordinance to any subcontractor submitting a bid/quote/proposal for a subcontract under this contract, prior to their submitting

a bid to the Vendor.

3. The covered employer shall provide the three-language statement to each covered employee with the employee's first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.
  - I. Living Wage - Indexing: The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.
  - J. Sanctions for Unpaid Wages: In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a covered employer by requiring the covered employer to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.
  - K. Payroll; Basic Records; Reporting: Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The covered employer shall make the covered employees' payroll records required available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service contractor is responsible for the submission of the information required by the Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.
    1. The covered employer shall submit the payroll information required every six months, to the applicable using agency's Contract Administrator, including a copy of the complete payroll for one payroll period showing employer's payroll records for each covered employee working on the contract for covered services.
    2. Exemption: The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six months from the Director of Purchasing. Covered employers may submit an original **Application for Exemption From Living Wage Ordinance Reporting Requirements Form** to apply for an exemption from these reporting requirements, prior to award. Failure to submit timely may result in rejection of Application for Exemption.
      - i. Exemptions based on Wage History or Contractual Obligations (ex. Collective Bargaining Agreements) may be granted by the Director of Purchasing prior to contract award; however, an exemption may be canceled at any time by written notice to the covered employer.
      - ii. The reporting exemption does not apply to any new covered employees hired after the date the exemption was granted. For newly hired covered employees, the covered employer may submit an additional exemption application to the Contract Administrator prior to the renewal of contract by the County.

- L. Subcontracts: Covered employees of Vendor's subcontractors, providing covered services pursuant to the Vendor's contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Vendor shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the subcontractors to include these clauses in all other subcontracts. The Vendor shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.
  
- M. Complaints and Hearings; Termination and Debarment: If a covered employee believes that he or she is not being paid in accordance with the Living Wage Ordinance the employee may file a complaint with the Office of Intergovernmental Affairs and Professional Standards in accordance with the County's Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County's Living Wage Complaint Procedure. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.



**LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT FORM**

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Vendor should scan and upload the completed, signed form(s) in BidSync.

Covered Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Local Contact: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Using Agency Served: \_\_\_\_\_

Solicitation No. and Title: \_\_\_\_\_

By signing below I hereby certify that the covered employees listed below: (please check one)

- A.  Receive a minimum pay of \$\_\_\_\_\_ per hour and are provided health benefits valued at \$\_\_\_\_\_ per hour.
- B.  Receive a minimum pay of \$\_\_\_\_\_ per hour and are not provided health benefits.

Provide names of hourly employees and their job classifications providing covered services for the above referenced contract:

Name	Job Class	A or B	Name	Job Class	A or B
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select

(Attach additional sheets in the format above, if needed)

I, \_\_\_\_\_ of \_\_\_\_\_ hereby attest that  
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Vendor certifies that it shall:

- a) Pay all employees working on this contract/project, who are covered by the Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;
- b) Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and
- c) (IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended. As a principle officer of the covered employer, the undersigned affirms that the referenced Florida Statute has been reviewed and the covered employer's health plan meets all the elements required by the statute, as amended.

\_\_\_\_\_  
Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Sign name of Notary Public) My commission expires: \_\_\_\_\_ (SEAL)

Personally Known  or Produced Identification  Type of Identification Produced: \_\_\_\_\_

**APPLICATION FOR EXEMPTION FROM LIVING WAGE ORDINANCE REPORTING REQUIREMENTS FORM**

An original certification must be provided prior to award of the contract. Failure to submit timely upon request of the County may result in rejection of Application for Exemption.

**SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)**

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

**SECTION 2: USING AGENCY AND SOLICITATION INFORMATION**

Using Agency: \_\_\_\_\_

Solicitation No. and Title: \_\_\_\_\_

Using Agency Contact Name: \_\_\_\_\_ Agency Contact Phone: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**SECTION 3: EXEMPTION BASIS** (Check one of the options below and submit supporting documentation as requested)

**(LWO 26.103(f)(1); Wage History:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.

**Required documentation for this exemption basis:** Attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.

**(LWO 26.103(f)(2); Contractual:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.

**Required documentation for this exemption basis:** Attach a copy of the CBA or other contractual agreement with this application with the controlling language clearly marked, or a letter from the union stating that the union contract requires the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

**SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT**

I, \_\_\_\_\_, of \_\_\_\_\_ hereby attest that  
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that its wages paid to employees providing covered services under this contract/project are at least equal to or greater than the living wage per the exemption basis selected above and in accordance with wage rates and provisions of the Living Wage Ordinance, as amended.

\_\_\_\_\_  
Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Sign name of Notary Public) My commission expires: \_\_\_\_\_ (SEAL)

Personally Known or Produced Identification Type of Identification Produced: \_\_\_\_\_

## Question and Answers for Bid #BLD2117566P1 - Janitorial Services at FLL

### Overall Bid Questions

There are no questions associated with this bid.