



Finance and Administrative Services Department

PURCHASING DIVISION

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

April 23, 2020

Janet Hoose, President
Fuel Facility Management Inc.
650 Southwest 34th Street
Suite 202
Ft. Lauderdale, FL 33315

Subject: Termination of Negotiations for Janitorial Services at the Broward County Fort Lauderdale-Hollywood International Airport; Group 1 - Rental Car Center - Request for Proposals (RFP) No. BLD2117566P1

Dear Ms. Hoose:

As discussed during the negotiation meeting held on Thursday, April 23, 2020, this letter confirms the County's declaration of an impasse and the termination of the negotiations with your firm, Fuel Facility Management Inc.

County staff met with representatives from your firm on Thursday, April 23, 2020 to discuss mutually-agreeable Terms and Conditions for janitorial services for the Broward County Fort Lauderdale-Hollywood International Airport; Group 1 – Rental Car Center as provided in the RFP. The impasse was declared due to both parties' inability to reach a mutually agreeable contract based upon the Terms and Conditions of the solicitation document.

The Broward County Procurement Code, Section 21.85.c.8, states "If the Purchasing Negotiator is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be formally terminated in writing sent to the firm." The County Negotiator, Glenn Marcos declared an impasse on Thursday, April 23, 2020.

Should you require any further information or need any assistance, please feel free to contact me at (954) 357-6070 or via-email at bbillingsley@broward.org.

Sincerely,

BRENDA
BILLINGSLEY

Digitally signed by BRENDA
BILLINGSLEY
Date: 2020.04.24 13:31:09 -0400

Brenda J. Billingsley, Director
Purchasing Division

BJB/cb/lg

- c: George Tablack, Chief Financial Officer
Kevin B. Kelleher, Deputy Chief Financial Officer, Finance & Administrative Services Department
Lori Vassello, Contract/Grant Administrator Senior, Broward County Aviation Department
Glenn Marcos, Assistant Director, Purchasing Division
Carla Byrd, Purchasing Manager, Purchasing Division
Randy Plunkett, Purchasing Agent Senior, Purchasing Division
Fernando Amuchastegui, Assistant County Attorney, Office of the County Attorney

Plunkett, Randall

Subject: FW: Options to consider on CBE Prime Janitorial with Labor Peace

From: Friedman, Bernie

Sent: Monday, April 20, 2020 12:00 PM

To: Kelleher, Kevin ; Janet Hoose ; Friedman, Bernie ; Stempler, Mark

Cc: Billingsley, Brenda ; Marcos, Glenn ; Amuchastegui, Fernando ; Matthews, Nick ; LaPlant, Colleen ; John Jeremiah gmail ; Thorsen, Sharon

Subject: Options to consider on CBE Prime Janitorial with Labor Peace

Dear Kevin. Thank you and all the truly wonderful staff that spent many many months and thousands of grueling hours on this procurement We all continue to work hard to meet the dual County Commission goals of a CBE Prime Airport Janitorial Contract and a Labor Peace Agreement. Attached is a heartfelt and very detailed letter from FFM President Janet Hoose. After you and others have reviewed it we would respectfully request an opportunity for Janet to discuss this with you and any others you deem appropriate before throwing the towel in on all these months of work. We would ask that you or the Purchasing Director please forward this email and attached letter as a cone of silence communication to all those on your original email (I can't reply all) to me along with the Evaluation Committee Members for this RFP and staff Stacy Siebert, Lori Vassello and Donna Knapp.

Kevin, I would respectfully suggest 3 other fair and equitable options to consider:

- 1) Recognizing that the dual policy goals of a CBE prime and Labor Peace Are major policy initiatives of the Mayor, Vice Mayor and Commissioners over many years, it would follow and be respectful of their policy roles in the governance of Broward County to bring this matter to them to decide if they are willing to commit the additional resources needed to meet both policy goals.
- 2) There is new and significant information and the EC should be reconvened to hear it and decide what to do. Clearly the typical mandatory and simple Labor Peace Agreement is not in play. FFM is being asked to pre sign a collective bargaining agreement in order to get the required Labor Peace Agreement. The new information relates to this and the tenure of the employees that the union and the previous vendor would make available. Based on their tenure and CBA, certain benefits accrue that were never known to anyone and not a part of the final negotiations. The union should have been at the table with us and should also be invited to the EC meeting as an integral party to this agreement per the mandate for labor peace. If the mere filing of a baseless complaint to the Auditor triggered the Purchasing Director to declare new information and a re convened meeting than surely this far far surpasses that and triggers the meeting.
- 3) Reject all bids Group 1. We unfortunately have a lot more time. We have all learned a lot and can do an expedited procurement. The CBA and tenure of the employees assigned to the RAC should be posted with the RFP. A signed Labor Peace Agreement should also be a responsiveness requirement to avoid the issues we face now. This would achieve the dual policy goals of the Elected Commissioners and not waste the 18 months and thousands of hours we have all endured.

Kevin, thank you again and all those worked on this. We should not throw in the towel. Let's hopefully talk after you and everyone on your email and others get a chance to read Janet's letter and my email. Be safe.

BernieFriedman


Shareholder


Chair, Government Law & Lobbying Practice Group


Becker

Becker & Poliakoff

1 East Broward Blvd., Suite 1800
Ft. Lauderdale, FL 33301


 954.985.4180

 954.328.9144

 954.985.4716

 bfriedman@beckerlawyers.com

 www.beckerlawyers.com

 Connect with me on LinkedIn

Follow Becker on...



Confidentiality Note: This message, together with any attachments, may contain privileged and confidential information. If the reader of this message is not the intended recipient, you are hereby notified that any examination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by reply e-mail and permanently delete the original message, along with any attachments. Thank you.



April 18, 2020

Kevin B Kelleher
Deputy Chief Financial Officer
Finance and Administrative Services Department
115 S. Andrews Avenue, Room 513, Fort Lauderdale, FL 33301

Dear Mr. Kelleher,

We want to begin by thanking everyone on the negotiation team from Broward County, Brenda Billingsley, Glen Marcos, Carla Byrd, Randy Plunkett, Sharon Thorsen, Stacy Siebert, Lori Vassello and Donna Knapp for all the hard work and time they invested. We ask that this letter be sent to staff, the EC and those copied on Mr. Kelleher's previous email as due to cone of silence we are unable to do so and we would like to thank them. We all worked very hard to agree on terms that would make this contract a success for both FFM and the County. I have no doubt in my mind that, like all our other contracts, we would succeed in doing just that.

We are in receipt of your statement about not wanting to consider an additional increase and we understand that. We just wanted the staff at Broward County and BCAD to know and understand that FFM would accept this contract tomorrow or even last week at the terms agreed upon if it were in our power to do so.

As a small business, we are proud of our accomplishments bidding as a CBE Prime and performing work over the last 15 years in Broward County. FFM has never dealt with Unions in any of our other janitorial contracts at either San Antonio or Memphis. Due to this fact, being genuinely unfamiliar with the requirements, John Jeremiah asked several times in negotiations about the current CBA. Our concerns were dismissed by staff and we were informed that we only needed to retain current employees for 45 days, we were not required to make positions available to all current employees and the Union could not require additional benefits more than what we provided. John specifically addressed the current CBA and the additional time off included and that was dismissed by staff as not a concern and we were not required to honor the current CBA. We were told that the Peace Agreement was simply agreeing not to stop our employees from becoming part of the Union and that you would have to retain the existing employees for at least 45 days was all that was required. Since we were in agreement with these terms, we proceeded to move forward in negotiations.

It was never suggested that before final numbers were agreed upon you may want to get the Peace Agreement signed or that it is possible the Union would not sign based on the employee terms that were being agreed upon in our negotiations. If we had known in advance, we would

have met with them and included that in the original negotiations so there would not have been the need for additional monies.

After a long process of almost 18 months and thousands of hours collectively spent by all of us, FFM is ready and willing to sign the agreement based on good faith discussions, however that includes the response by staff that FFM could count on a peace agreement that did not include extended benefits, continued employment and tenure for current employees.

Sunshine Cleaning was privy to information that was not made available to the other bidders such as number of employees to be retained and most important as we learn now, their tenure at the airport. To be clear, FFM has no problem retaining the 17 current employees and maintaining employment for all those employees that perform their duties as outlined beyond the 45 days. FFM has no problem signing a CBA and working together with the Union. FFM had disclosed the benefits that they had based the negotiations on throughout the process to County staff. If the formation of a Peace Agreement requires the bidders to adopt the current CBA, that should be disclosed as well as the tenure of employees to be retained. The SEIU did not even have that information available when asked.

We hired a labor attorney to draft the Peace Agreement per terms of the contract draft, Section 11.30, a few days after receiving the draft from purchasing and sent it over to Helene O'Brian with SEIU to be signed. Her response was that they already had a CBA in place and ours would be unacceptable. She indicated to us if we decided to proceed we either accepted the current CBA or they would protest and take legal and political action.

As stated previously, if we went with their current CBA, it would entail the additional costs presented previously so FFM is between the proverbial rock and a hard spot. FFM does not make a single penny from the Union CBA costs. All additional money requested supports workers and ensures labor peace required by the County.

When we contacted the labor attorney to draft a Peace Agreement, we were advised not to sign the Contract with the County until a Peace Agreement was finalized. There is precedent with Airports giving Unions the ability to dictate terms after contracts are executed leading to law suits by multiple parties. If FFM were to sign the contract and not reach a Peace Agreement then we would be in violation of the contract with the County and there would be a disruption in services. As much as it pains us to hear that we are at an impasse, it would be more painful for all parties to start a contract with a disruption to the Airport. We are saddened by the outcome and feel that we and the County lost in the end.

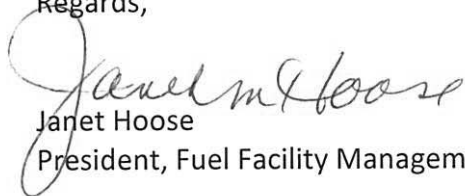
Those from the negotiating team know from months of lengthy meetings, that FFM has been transparent through this whole process. They know exactly what little profit we have in this contract. We laid that all out for them to see as we moved through the process. We appreciate their mentorship in being patient with us as a CBE has never had the opportunity to be awarded a janitorial contract as a Prime at the Fort Lauderdale/Hollywood International Airport. In determining the additional costs to meet the benefits required by the SEIU, FFM did absorb

some of the costs and only passed on the direct costs to meet the requirements of the CBA and facilitate a Peace Agreement.

FFM is extremely disappointed in the process that led to an impasse but we wanted to at least let the staff at Broward County and BCAD that invested so much time and energy through the negotiation know that if anything can be worked out, we are ready and willing to move forward as even with the additional funds we are still far below the next lowest bidder and if not, thank you for understanding our position and know that we put forth good faith effort throughout this process.

We truly value Broward County and the Opportunities that have been made available to us.

Regards,

A handwritten signature in cursive script that reads "Janet Hoose". The signature is written in black ink and is positioned above the printed name and title.

Janet Hoose

President, Fuel Facility Management Inc.