

**AGREEMENT BETWEEN BROWARD COUNTY AND SUNSHINE CLEANING SYSTEMS, INC.,
FOR JANITORIAL SERVICES FOR THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL
AIRPORT GROUP #1 RENTAL CAR CENTER
(RFP # BLD2117566P1)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Sunshine Cleaning Systems, Inc., a Florida corporation ("Contractor") (collectively referred to as the "Parties").

ARTICLE 1. DEFINITIONS

1.1 **Airport** or **FLL** means the Fort Lauderdale-Hollywood International Airport located in Broward County, Florida.

1.2 **Airport Users** means all persons utilizing the Airport for legitimate purposes, including, but not limited to, passengers, tenants, airlines, vendors, contractors, and Subcontractors.

1.3 **Anniversary Date** means the date each year that is the annual anniversary of the Commencement Date.

1.4 **Aviation Department** or **BCAD** means the Broward County Aviation Department or any successor agency and its duly authorized representatives.

1.5 **Board** means the Board of County Commissioners of Broward County, Florida.

1.6 **Contract Administrator** means the Director of the Aviation Department or such other person designated by same in writing.

1.7 **Contract Year** means the period beginning on the Commencement Date or the Anniversary Date and ending twelve (12) months thereafter.

1.8 **County Business Enterprise** or **CBE** means a small business certified as meeting the requirements of Section 1-81, et seq., Broward County Code of Ordinances.

1.9 **Director of Purchasing** means County's Director of Purchasing as appointed by the Broward County Administrator.

1.10 **Disincentive Fees** mean the fees established pursuant to Article 12 of this Agreement for violations of service standards.

1.11 **Rental Car Center** or **RCC** means the rental car facility at the Airport.

1.12 **RCC Users** means all persons utilizing the RCC for legitimate purposes, including, but not limited to, vehicle renters, vehicle passengers, and Airport Users.

1.13 **Services** means all work required by Contractor under this Agreement, including without limitation all deliverables, materials, consulting, training, project management, or other services specified in **Exhibit A**.

1.14 **Service Area(s)** mean the areas depicted in **Exhibit A**, Attachment 1, as janitor, public restrooms, public space, and stairwells, as distinct areas in which Contractor provides Services under this Agreement, consisting of approximately One Hundred Twenty-Eight Thousand (128,000) square feet.

1.15 **Subcontractor** means an entity or individual providing services to County through Contractor for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Minimum Insurance Coverages
Exhibit D	CBE Subcontractor Schedule and Letters of Intent
Exhibit E	Certification of Payments to Subcontractors and Suppliers
Exhibit F	Airport Security Requirements
Exhibit G	Nondiscrimination Requirements
Exhibit H	Service Plan
Exhibit I	CBE Monthly Utilization Forms
Exhibit J	CBE Mentoring Plan

ARTICLE 3. SCOPE OF SERVICES

Scope of Services. Contractor shall perform all work identified in this Agreement including, without limitation, the work specified in **Exhibit A** (the "Scope of Services"). The Scope of Services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. In addition to the Services specifically delineated in **Exhibit A**, County may direct Contractor to perform additional janitorial tasks in an area of the Airport outside of the Service Area or such tasks are not included in the work specified in **Exhibit A** (collectively, "Optional Services"). Upon any direction by County for Optional Services pursuant to the provisions set forth in Exhibit A, Section 2.6, Contractor shall perform such Optional Services and shall be compensated at the rates set forth in Exhibit B-2, and such requested Optional Services shall be deemed required "Services" under this Agreement. In no event shall Optional Services directed by County in the aggregate exceed the Optional Services not-to-exceed amounts established in Section 5.1. In performing all Services, including all

directed Optional Services, Contractor shall comply with all obligations and responsibilities set forth in **Exhibit A**.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 Effective Date. This Agreement shall become effective on the date it is fully executed by the Parties ("Effective Date").

4.2 Term. The term of this Agreement shall commence on April 1, 2021 ("Commencement Date") and shall end on March 31, 2024 ("Initial Term"), unless otherwise extended as permitted in this Agreement.

4.3 Extensions. This Agreement may be extended for up to two (2) one (1) year terms (each an "Extension Term"). County may exercise an Extension Term by sending written notice to Contractor at least thirty (30) days prior to the expiration of the then current term. The Director of Purchasing is authorized to exercise each renewal option.

4.4 Additional Extension. In the event unusual or exceptional circumstances, as determined in the sole discretion of the Director of Purchasing, render the exercise of an Extension Term not practicable, or if no Extension Term is available and expiration of this Agreement would, as determined by the Director of Purchasing, result in a gap in the provision of services necessary for the ongoing operations of County, then the Director of Purchasing may extend this Agreement on the same terms and conditions for period(s) not to exceed six (6) months in the aggregate ("Additional Extension"), provided that any such Additional Extension is within the authority of the Director of Purchasing or otherwise authorized by the Board. The Director of Purchasing may exercise the Additional Extension by written notice stating the duration of the Additional Extension, which notice shall be provided to Contractor at least thirty (30) days prior to the end of the then-current term.

4.5 Extension Rates and Terms. For any Extension Term or Additional Extension beyond the Initial Term, Contractor shall be compensated at the rates in effect when the extension was invoked by County, unless otherwise expressly stated in **Exhibit B**. Contractor shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extension period.

4.6 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.7 Time of the Essence. Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of Contractor required by this Agreement shall be completed no later than the last day of the then-current term. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1 County will pay Contractor in accordance with **Exhibit B** for Services actually performed and completed pursuant to this Agreement. For Contract Year 1, the maximum not-to-exceed amount to be paid to Contractor for Services other than Optional Services is One Million Five Hundred Fifteen Thousand Nine Hundred Forty-two and 03/100 Dollars (\$1,515,942.03) and the maximum not-to-exceed for Optional Services is Eight Thousand Two Hundred Fifteen and 20/100 Dollars (\$8,215.20). The maximum not-to-exceed amount for each subsequent Contract Year shall be as set forth in **Exhibit B** ("Payment Schedule"). The amount paid per **Exhibit B** for each Contract Year shall be accepted by Contractor as full compensation for all goods and services rendered. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services required under this Agreement.

5.2 Method of Billing and Payment.

5.2.1 Contractor may submit invoices for compensation on the fifteenth (15th) day of the month and on the last day of month, but only after the Services for which the invoices are submitted have been completed, and each submittal shall include an original invoice plus one copy. Each of the twenty-four (24) semi-monthly invoices shall be in the amount of one-half of the monthly payment depicted on **Exhibit B-1**, unless the monthly payment has been modified pursuant to the provisions of **Exhibit B** in which case the invoice shall be in the amount of one-half of the monthly payment as modified. Optional Services shall be invoiced separately and no more often than on a monthly basis. The final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall designate the Services performed and any other details as requested by the Contract Administrator. If Contractor subcontracts any Services under this Agreement, Contractor shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers (**Exhibit E**). The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Any invoice submitted by Contractor shall be in the amount set forth in **Exhibit B** for the applicable Services.

5.2.3 County shall pay Contractor within thirty (30) days of receipt of Contractor's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. Payment shall be made to Contractor at the address designated in the Notices section.

5.2.4 Contractor shall pay Subcontractors within five (5) days following receipt of payment from County for such subcontracted work. Contractor agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3 Reimbursable Expenses. Unless and except to the extent expressly required under this Agreement, Contractor shall not be reimbursed by County for any expenses incurred under this Agreement.

5.4 Subcontractors. Contractor shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, to County with no markup. All Subcontractor fees shall be invoiced to County in the actual amount paid by Contractor.

5.5 Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, any payment to Contractor to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1 Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Contractor. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.2 Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3 Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4 Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation will be reduced to exclude any sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

6.5 Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions of the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.6 Discriminatory Vendor and Scrutinized Companies Lists. Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Contractor further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

6.7 Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8 Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such Services shall equal or exceed prevailing industry standards for the provision of such services.

6.9 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement, and the contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

6.10 Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6.11 Breach of Representations. In entering into this Agreement, Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Contractor, to deduct from the compensation due Contractor under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Contractor under this Agreement. Furthermore, a false representation may result in debarment from County's competitive procurement activities.

ARTICLE 7. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all

Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. INSURANCE

8.1. For the duration of the Agreement, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in **Exhibit C** in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in **Exhibit C** on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

8.5. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

8.6. If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in **Exhibit C**, County shall be entitled to any such broader coverage and higher limits maintained by Contractor. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Contractor.

8.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in **Exhibit C** and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer may acquire against County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

8.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies.

8.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide Services unless and until the requirements of this article are satisfied. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in **Exhibit C**, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in **Exhibit C**.

ARTICLE 9. TERMINATION

9.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that

termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause is provided.

9.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1 Contractor's failure to suitably perform the Services, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

9.2.2 If Contractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Contractor is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes;

9.2.3 By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for any fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that otherwise violates any applicable requirement of Section 1-81, et seq., Broward County Code of Ordinances;

9.2.4 By the Director of OESBD upon the disqualification of Contractor as a CBE if Contractor's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by Contractor, or upon the disqualification of one or more of Contractor's CBE participants by County's Director of OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement and such status was misrepresented by Contractor during the procurement or the performance of this Agreement; or

9.2.5 Contractor fails to maintain or renew the payment and performance bond or alternate form of security.

9.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4 In the event this Agreement is terminated for convenience by County, Contractor shall be paid for any Services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Contractor acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by Contractor, for County's right to terminate this Agreement for convenience.

9.5 In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

9.6 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, pandemic, epidemic, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such cause is removed; provided, however, that if the period of such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1 No party to this Agreement 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 Agreement. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2 Contractor shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3 Contractor will meet the required CBE goal by utilizing the CBE firms listed in **Exhibit D** (or a CBE firm substituted for a listed firm, if permitted pursuant to Section 10.5) for **forty percent (40%)** of the total Services, including any Optional Services, under this Agreement (the "Commitment").

10.4 In performing the Services, Contractor shall utilize the CBE firms listed in **Exhibit D** for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Contractor shall enter into formal contracts with the CBE firms listed in **Exhibit D** and, upon request, shall provide copies of the contracts to the Contract Administrator and the OESBD. Contractor shall provide mentoring to the CBE firms

utilized to provide the Services hereunder. The mentoring shall comply with the CBE Mentoring Plan attached as **Exhibit J**.

10.5 Each CBE firm utilized by Contractor to meet the CBE goal must be certified by OESBD. Contractor shall inform County immediately when a CBE firm is not able to perform or if Contractor believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Contractor to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify County, and OESBD may adjust the CBE goal by written notice to Contractor. Contractor shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.6 The Parties stipulate that if Contractor fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor 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. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

10.7 Contractor acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify County in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

10.8 County may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, or modification to this Agreement that, by itself or aggregated with previous amendments, extensions, or modifications, increases the initial Agreement price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, or modification, and shall report such efforts, along with evidence thereof, to OESBD.

10.9 Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the CBE goal stated in this article on the forms attached as **Exhibit I**. In addition, Contractor shall allow County to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining Contractor's contractual and CBE obligations. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

10.10 The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment.

ARTICLE 11. MISCELLANEOUS

11.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications do not increase the total cost to County or waive any rights of County.

11.2 Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Contractor in connection with performing Services under this Agreement shall be owned by County and shall be deemed works for hire by Contractor and its agents; in the event the Services are determined not to be a work for hire, Contractor hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Contractor may be withheld until all documents are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.3 Public Records. To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

11.3.1 Keep and maintain public records required by County to perform the services under this Agreement;

11.3.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

11.3.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

11.3.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-6100, RMOHAMMED@BROWARD.ORG, 320 TERMINAL DRIVE, SUITE 200, FORT LAUDERDALE, FLORIDA 33315.

11.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its Subcontractor shall make same available in written form at no cost to County.

Contractor and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Contractor in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.5 Independent Contractor. Contractor is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a party to this

Agreement and in the capacity as owner of the Project. In the event County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

11.7 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.8 Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Director of Aviation
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Email address: MGale@broward.org

FOR CONTRACTOR:

Sunshine Cleaning Systems, Inc.
3445 N.E. 12 Terrace
Fort Lauderdale, Florida 33334
E-mail address: laura@sunclean.com

11.10 Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. If Contractor violates this provision, County shall have the right to immediately terminate this Agreement.

11.11 Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

11.12 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

11.13 Compliance with Laws. Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.14 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.15 Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.16 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference

is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.17 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 14 of this Agreement, the provisions contained in Articles 1 through 14 shall prevail and be given effect.

11.18 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.19 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Contractor.

11.20 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.21 Payable Interest

11.21.1 Payment of Interest. County shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not

apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.21.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.22 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.23 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.24 Use of County Logo. Contractor shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

11.25 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has a drug-free workplace program that it will maintain such drug-free workplace program for the duration of this Agreement.

11.26 Living Wage Requirement. If Contractor is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances ("Living Wage Ordinance"), Contractor agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and Contractor shall fully comply with the requirements of such ordinance. Contractor shall ensure all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

11.27 Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Contractor or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one

year after the conclusion of this Agreement, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

11.28 Additional Security Requirements. Contractor shall comply with the Airport Security Requirements attached hereto and incorporated herein as **Exhibit F**.

11.29 Airport Issued Identification Media and Emergency Response Training. All employees, agents, representatives, contractors, and Subcontractors of Contractor shall obtain any Airport Issued Identification Media and complete any emergency response training required by Section 2-43 of the Broward County Code of Ordinances. Contractor shall comply with the requirements of Section 2-43 of the Broward County Code of Ordinances, including the requirement that Contractor compensate its employees, agents, representatives, contractors, and Subcontractors for time spent completing the emergency response training.

11.30 Ensuring Uninterrupted Service. The continuous availability and provision of the Services required by this Agreement is important to the operations of the Airport. County therefore has a proprietary interest in ensuring that Services are not disrupted. Accordingly, Contractor shall take adequate measures to ensure that Contractor will be able to provide uninterrupted Services at the Airport throughout the term of this Agreement in accordance with the standards and requirements of this Agreement. Such measures shall include, but are not limited to, Contractor's commitment, to the extent permitted by law, to enter into a labor peace agreement with applicable labor organization(s), which labor peace agreement will prohibit the labor organization or its members from picketing, work stoppages, boycotts, or other economic interference with the business of Contractor at the Airport.

11.31 Worker Retention. To further ensure that janitorial services at the Airport are not interrupted upon Contractor entering into this Agreement with the County, Contractor hereby represents to County that it will comply with the worker retention requirements stated in this section. Contractor shall provide continued employment to the employees performing services at the RCC pursuant to the agreement between Broward County and Sunshine Cleaning Services, Inc. for Janitorial Services at the Fort Lauderdale-Hollywood International Airport, RFP #R1073611P1, dated August 16, 2016, as amended, for a period of forty-five (45) days following the Commencement Date, unless Contractor determines and demonstrates to County that such employees are unnecessary for Contractor's provision of Services pursuant to this Agreement or that such employees do not have the experience required for Contractor's provision of Services required herein. Employees retained may be terminated only for cause within the aforesaid forty-five (45) day period. However, this worker retention requirement shall not apply to employees who are exempt from overtime compensation requirements of the Federal Fair Labor Standards Act. After the conclusion of the forty-five (45) day period, continued employment may

be under the terms and conditions established by Contractor or as required by state or federal law.

ARTICLE 12. DISINCENTIVE FEES

12.1 In order to ensure that County receives quality performance and Services necessary to ensure a safe and satisfying traveling experience for RCC Users, County may deduct Disincentive Fees from the monthly amounts payable to Contractor. The Parties agree that the Disincentive Fees bear a reasonable relationship to the value, or lack thereof, of the overall Services provided pursuant to this Agreement. The Disincentive Fees shall not be construed as a penalty because they reflect the diminished value of the Services received by County and shall not be imposed in the event the Service failure results from factors outside Contractor's responsibility or control. Contractor acknowledges and agrees that the Disincentive Fees are fair and reasonable and waives any and all challenges and legal defenses to the validity of any Disincentive Fee, including that the Disincentive Fees are void as penalties. The imposition of a Disincentive Fee shall not operate to limit or otherwise affect County's rights under this Agreement, or at law or in equity, for Contractor's breach of this Agreement, or as a limit on County's damages for any breach except for those enumerated below. Disincentive Fees shall be in addition to, and not in limitation of, any and all other remedies provided herein or otherwise available. The categories of violations of service standards subject to Disincentive Fees ("Violations") are as follows:

12.1.1 Safety and Security Violation. The Disincentive Fee for a safety and security violation is five hundred dollars (\$500.00) per occurrence. This type of violation includes, but is not limited to, any of the following activities:

- (a) A restroom is not barricaded during deep cleaning.
- (b) A janitorial closet is left open or unlocked.
- (c) A janitorial cart is left unattended or staged in a public area that has not been approved for such use.
- (d) Permitting substances or materials to remain in an area that may pose slipping or tripping hazards to the public (such as, but not limited to, unflattened floor mats, wet floors not properly barricaded, or spills that have been reported but not properly addressed).
- (e) Overflowing trash bins in public areas.

12.1.2 Unkempt Restroom. The Disincentive Fee for an unkempt restroom is two hundred fifty dollars (\$250.00) per occurrence. This type of violation includes, but is not limited to, any of the following conditions:

- (a) Unsanitary conditions in more than one stall or urinal (e.g., paper or trash on floors, human waste in or around toilet/urinal, human waste on floor and/or on toilet seat, soap scum in sinks or walls, overflowing trash bins).

- (b) Lack of supplies (e.g., paper or soap) in more than one dispenser in a restroom.
- (c) Overall messy conditions.

12.1.3 Lack of Custodial Presence or Personal Cell Phone Use. The Disincentive Fee for lack of custodial presence or for cell phone use is two hundred fifty dollars (\$250.00) per occurrence. This type of violation includes, but is not limited to, any of the following activities:

- (a) Lack of presence of custodians in common areas when RCC Users are present and the area requires custodial attention.
- (b) An employee is hiding or secreting themselves instead of performing his/her assigned duties.
- (c) An employee uses their personal cell phone for personal reasons while on duty. Personal use of a cell phones is prohibited at any time an employee is on duty.

12.1.4 Floors Not Maintained. The Disincentive Fee for floors not maintained is two hundred fifty dollars (\$250.00) per day, per each floor area (floor areas shall be designated by County) until cured. This type of violation includes, but is not limited to, any of the following conditions:

- (a) Loss of luster to terrazzo floors.
- (b) Black scuff marks on terrazzo floor not removed by the overnight shift.
- (c) Stains on carpets not removed by the overnight shift.
- (d) Vestibule walk-off mats not maintained during the day.
- (e) Restroom tile floors left with dirty edges and/or baseboards.

12.1.5 Excessive Disincentive Fee Violation. An Excessive Disincentive Fee Violation shall be deemed to occur when Contractor receives in excess of five (5) Violations for the same category of service standards in any sixty (60) day period. The Disincentive Fee for Excessive Disincentive Fee Violation is one thousand dollars (\$1,000.00) per occurrence. For example, the sixth (6th) Violation within a 60 day period for violation of the same category of service standards will be \$1,000, as will the seventh (7th), eighth (8th), and so on for so long as there are more than five (5) Violations of the same category of service standard in any sixty (60) day period.

12.2 County will provide e-mail notice to Contractor of each Violation. The notice shall include the time, place, description of the Violation, any related nonperformance or inadequate performance issues identified in **Exhibit A**, Sections 2.2, 2.6, and/or 3.25, and photographs, if available. Contractor shall have three (3) business days after the date of County's e-mail to provide a response by e-mail. Failure of Contractor to respond within this time period will be deemed an admission that the Violation occurred. Contractor's response, if any, will be

evaluated by the Aviation Department Director of Maintenance, or designee, to determine whether the Violation did occur, and shall be upheld or withdrawn in their sole discretion. Disincentive Fees incurred shall be deducted from subsequent payments due Contractor or refunded by Contractor to County, as County elects.

ARTICLE 13. PAYMENT AND PERFORMANCE

Within forty-eight (48) hours after approval of this Agreement by the Board, Contractor shall furnish County with a Payment and Performance Bond in a form acceptable to County, or an alternative form of security permitted by the Broward County Procurement Code (collectively "security"), in an amount equal to one hundred percent (100%) of the annual maximum not-to-exceed amount of Contract Year 1 (excluding the annual maximum not-to-exceed amount for Optional Services) as security for the Services required of Contractor during Contract Year 1. The security will remain in effect throughout the First Contract Year. Within fifteen (15) days prior to the commencement of the Contract Year 2 and within fifteen (15) days prior to the commencement of each ensuing Contract Year, Contractor shall furnish County with a Performance and Payment Bond, in a form acceptable to County, or an alternative form of security permitted by the Broward County Procurement Code, in an amount equal to one hundred percent (100%) of the applicable annual maximum not-to-exceed Contract Year amount (excluding the annual maximum not-to-exceed amount for Optional Services) as security for the Services required of Contractor during that Contract Year. The security will remain in effect throughout each applicable Contract Year.

The bond required by this article must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five (5) years.

ARTICLE 14. END OF AGREEMENT REVIEW

No fewer than ten (10) days prior to the expiration or early termination of this Agreement, Contract Administrator and Contractor will perform a walk-through inspection of the RCC to review cleanliness of the RCC. If the cleanliness level of the RCC is below the requirements of this Agreement, as reasonably determined by the Contract Administrator, County shall provide Contractor written notice of the deficiencies. In the event Contractor does not bring the cleanliness level of the RCC to the Agreement Minimum Standards set forth in Exhibit A prior to expiration or early termination of this Agreement, County reserves the right to perform, or have performed, all necessary work to bring the cleanliness level of the RCC to the standards established in this Agreement and Contractor shall reimburse County for all expenses incurred within fifteen (15) days of written demand from County or, at County's sole option, the costs may be deducted from any payment(s) due Contractor.

[THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of _____, 20__, and Contractor, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: _____
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By: Sharon V. Thorsen Digitally signed by Sharon V. Thorsen
Date: 2021.02.19 10:34:33 -05'00'
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

SVT/ch
Group 1 Janitorial Services
01/25/2021
80071.0050

AGREEMENT BETWEEN BROWARD COUNTY AND SUNSHINE CLEANING SYSTEMS, INC.,
FOR JANITORIAL SERVICES FOR THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL
AIRPORT GROUP # 1 RENTAL CAR CENTER
(RFP #BLD2117566P1)

CONTRACTOR

WITNESSES:

[Signature]
Signature

LISA M. ISUVIANO
Print Name of Witness above

[Signature]
Signature

RANDY KIERCE
Print Name of Witness above

SUNSHINE CLEANING SYSTEMS, INC.

By: [Signature]
Authorized Signor

Laura J Coenen, Pres/CEO
Print Name and Title

2nd day of February, 2021

ATTEST:

[Signature]
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)



EXHIBIT A - SCOPE OF SERVICES

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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 Services at the RCC.

2. Due to the high volume and density of RCC Users and persons utilizing the Airport and the RCC, quality Services are required in order to maintain a professional, clean, and safe environment at all times twenty-four hours (24) per day, seven (7) days per week, three hundred sixty five (365) days per year (and three hundred sixty-six (366) days a year for any leap year), including all weekends and holidays observed by the federal, state, and county governments, and/or Contractor. Contractor shall maintain a two (2) week supply of janitorial products and supplies in an amount sufficient to meet the Agreement standards for Services 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 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").

4. BCAD reserves the right, in its sole discretion, to add or remove Service Areas and Services as deemed necessary.

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 are being performed for the first time.

Emergency: Sudden, unexpected, or impending situations that may cause injury, loss of life, damage to property, and/or interference with the normal activities of

the Airport and which, therefore, requires immediate attention and remedial action.

1.3. Facility Description

The RCC has 4 floors and is attached to the Cypress Garage. The Cypress Garage has 9 floors used by rental car agencies and the public for parking.

1.4. Service Areas

Service Areas are described and shown on Exhibit A, Attachment 1.

1.5. Phase-in Period

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

- a) Attend a start-up meeting with BCAD no later than five (5) business days after the 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.
- b) Immediately initiate the process to obtain security identification media to all employees assigned to perform Services hereunder.
- c) Schedule an on-site orientation between BCAD and Contractor's managers and key personnel.
- d) Survey areas of storage for equipment, inventory and distribution.
- e) Prepare an initial plan for delivery of materials and supplies.
- f) Finalize plans and schedules to cover all Services to be performed ("Work Plan"). The Work Plan shall be subject to review and approval by Contract Administrator.

1.6. Scheduling of Work

1. All Services shall be scheduled to avoid delays to Airport, airline, and tenant operations. Contractor shall coordinate with the Contract Administrator all Services that will necessitate temporary interruptions to Airport services.
2. 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 and thereafter immediately provide Services in compliance with the revised Specific Service Times.

3. 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.

1.7. 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. 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. The Project Manager or an Assistant Project Manager must be on site every day of the week, Sunday through Saturday, during daytime hours.

2. COUNTY RESPONSIBILITIES

2.1. Assigned Space

1. BCAD shall provide Contractor with three modular units located on the 6th floor of the Cypress Garage to be used for RCC janitorial supplies and equipment.
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 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) 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. The Contract Administrator, its designee, Building Manager(s), or Inspectors(s) shall validate whether Services are performed in compliance with

this Agreement and inform Contractor of any performance deficiencies, which communication shall be documented. Non-performance or inadequate performance by the Contractor may be used as a basis to evaluate violations of service standards subject to Disincentive Fees established in Article 12 of this Agreement.

2. The Contract Administrator, its designee, Building Manager(s), or Inspectors(s) shall validate whether Services are performed in compliance with this Agreement, whether any reported deficiencies have been corrected, communicate any findings of inadequate performance to Contractor and document such communications. Non-performance or inadequate performance by the Contractor may be used as a basis to evaluate violations of service standards subject to Disincentive Fees established in Article 12 of this Agreement.

3. 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.

4. The Contract Administrator may request 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.

5. 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.

6. 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 RCC 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 RCC 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 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

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 add or delete Services Areas or Services in its sole discretion (collectively "Modifications"). 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, the deletion of Service Areas resulting from the demolition or removal of existing facilities, or the deletion of Services required in any Service Area. BCAD shall provide Contractor with such notice as deemed appropriate by BCAD under the circumstance prior to the modification to Service Areas or Services and rates shall be adjusted as set forth in **Exhibit B** of this Agreement.

2.6 Optional Services.

BCAD may, at any time, direct Contractor to perform specific additional janitorial services that are in addition to the Services specified in this Exhibit A ("Optional Services"). If Optional Services are so directed, BCAD shall provide Contractor with such notice as deemed appropriate by BCAD under the circumstances. If BCAD's direction to perform Optional Services was provided verbally, BCAD shall confirm same by a written notice (e-mail will suffice) issued by the Contract Administrator when time permits. Compensation to Contractor for such Optional Services shall be in an amount equal to the number of additional labor hours required for such Optional Services multiplied by the applicable hourly rates set forth in **Exhibit B-1** for Optional Services.

2.7 Performance Inspections

1. The Contract Administrator or building manager(s) may 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.
3. The Contract Administrator or designee shall document the results of inspections of the Service Areas in a written report. The report shall include any performance deficiencies. Performance deficiencies shall be provided to the Contractor in writing and the Contract Administrator or designee shall document whether the corrective actions were performed by the Contractor. Non-performance or inadequate performance by the Contractor may be used as a basis to evaluate violations of service standards subject to Disincentive Fees established in Article 12 of this Agreement.

2.8 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 RCC Users or Airport property.

3.3. Attendance

1. All employees of 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 before Services commence and must be kept current and 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 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 the RCC 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 the RCC. The use of bleach or a product containing chlorine is prohibited at the RCC without written authorization from BCAD.

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 RCC 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 schedule of proposed staffing by shift ("Service Plan") is attached as

Exhibit H to the Agreement. The Service Plan shall be subject to the prior approval of the Contract Administrator. Contractor shall complete the Services as required in this Agreement. If Contractor fails to complete the Services in compliance with this Agreement, 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 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 in order to meet 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 Service Plan and/or to require the use of additional personnel to ensure complete RCC cleanliness. Contractor shall schedule work in a way that does not disrupt the functions and normal day-to-day procedures of the Airport, the RCC, and RCC 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 is responsible for the costs of monthly service and user fees related to telephone and internet communications for the Contractor's use and any infrastructure costs to enable internet and telephone communications not provided by County. Contractor shall provide cell phones to its key employees. 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 twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year (and three hundred sixty-six (366) days a year for any leap year), 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. Contractor shall provide at its sole cost, a sufficient number of two-way radios to be used by its employees. In addition, Contractor shall provide one (1) desktop base station two-way radio to the AOCC and three (3) 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. Contractor cannot share FLL's frequency.

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 RCC 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 or electronic 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. Contractor's employees are prohibited from using personal cell phones or electronic devices for personal use 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.

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 after 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, RCC 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 Contractor prohibit an employee from performing any Services hereunder following a determination by the Contract Administrator that the employee committed the following:

1. Neglect of duty, absenteeism, or sleeping on the job.

2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.
3. Theft, scavenging, vandalism, immoral conduct, or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or other substances that produce similar effects while on duty.
5. 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) hour per day, seven (7) days per week, three hundred sixty-five (365) days per year (three hundred sixty-six (366) days a year in a leap) 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 RCC 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 after the Emergency Call and remain on-site until the problem has been resolved or BCAD gives permission to leave.

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 to be used at the RCC shall include, at a minimum, the following: safety signs, power driven floor scrubbing machines, back pack vacuums, high dusting equipment, electrostatic sprayer, waxing and polishing floor machines, industrial floor cleaners, brooms, brushes, mops, pails, dust cloths, dust wands, floor machines for surfacing non-carpeted floors, wet-dry tank vacuum cleaners, buffers, gondolas (or equal) for removing trash from the facilities, boom lift, scissor lift, floor grinder, commercial portable air blowers, commercial portable dehumidifiers, and escalator cleaner.
3. On the 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 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 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 RCC 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) 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.

b) 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.

c) Battery-powered equipment shall be equipped with environmentally preferable gel batteries when stored/charged in areas outside of designated charging rooms.

d) Powered equipment shall be ergonomically designed to minimize vibration, noise, and user fatigue.

e) Equipment shall be designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.

f) Propane-powered cleaning equipment must receive prior written approval from Contract Administrators before use and shall contain proper emission and safety guards.

g) 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 ten (10) 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 Contractor's equipment and tools located at the RCC thirty (30) days after the 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 RCC 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) Have the ability to 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 at the RCC.

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 (and three hundred sixty-six (366) days a year for any leap 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 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.
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 Key Personnel and include the resume(s) of individuals(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) Assistant Project Manager ("Assistant PM") to work an alternate shift from the Project Manager.
 - c) A Quality Control Manager ("QC Manager") responsible for ensuring Services are performed in compliance with requirements of this Agreement. This position may not be held by the PM, Assistant PM, or Shift Supervisor.
 - d) A Shift Supervisor on each shift reporting directly to the Project Manager or his/her Assistant.
7. Contractor must provide management coverage on weekends.
8. The PM, Assistant PM, QC Manager, 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 and staffing twenty-four (24) hours per day a janitorial contract of similar size and number of employees. The PM shall be proficient in all applicable OSHA, United States Environment Protection Agency ("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 PM must work full-time onsite at the Airport and work alternate shifts from the PM. The Assistant PM will perform the same responsibilities of the PM and have at least two (2) years of related experience.

c) The QC Manager 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.

9. The PM, Assistant PM, or the QC Manager must be on site every day, Sunday through Saturday during daytime hours. No exceptions are be permitted.

10. 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.

11. The Contract Administrator reserves the right to approve Contractor's selection of all supervisory personnel.

12. Each Shift Supervisor shall work with as many custodians and project workers as is necessary to accomplish the required Services.

13. Shift Supervisors shall not perform custodial tasks. The Shift Supervisors shall manage the cleaning and custodial services, glass and window spot-cleaning, floor care, and other miscellaneous maintenance services performed by the custodians or project workers. The crew shall report to the Team Leader, the Team Leader 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 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 management and supervision and personnel on duty twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year (and three hundred sixty-six (366) days a year for any leap year), 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 only);
- n) Emergency Procedures & Evacuations;
- o) Incident/Accident Reporting;
- p) Personal Protective Equipment; and
- q) Airport Safety and Wayfinding Pictograms.
- r) Electrostatic Spraying

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 a scheduled and non-scheduled basis, frequency of inspections, and the position of the employee(s) that will 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.
5. The Contract Administrator or designee shall periodically (at least quarterly) evaluate the Contractor's O & I Reports, OC Reports, and overall effectiveness of the Quality Control Program and document the results of the evaluation including communications with the Contractor and applicable corrective actions performed or not performed by the Contractor. Non-performance or inadequate performance by the Contractor may be used as a basis to evaluate violations of service standards subject to Disincentive Fees established in Article 12 of this Agreement.

3.26. RCC Logbook

Contractor shall maintain an RCC logbook ("Logbook"). The Logbook shall be maintained by Contractor and provided to BCAD upon request. 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 of requests for service ("Electronic Service Request"). Upon completion of the task resulting from a service request, acknowledgement of completion of the task shall be sent by e-mail 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 RCC Users.

3.28. Labor Reports

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

- a) An electronic biometric time system shall be utilized and installed at the RCC at the sole expense of the cost of the Contractor. Each of Contractor's employees is required to scan their arrival and departure when scheduled to work.
- b) A daily shift labor report shall be submitted via email to the Contract Administrator within three (3) hours after the start of each shift. The daily shift labor report shall include:
 - 1) Employee Name,
 - 2) Employee Payroll Identification Number,

- 3) Time in and scheduled time out,
- 4) Total hours scheduled to work,
- 5) Pay rate,
- 6) Gross Pay for the scheduled day,
- 7) Location and description of the employee's assignment.

c) A monthly labor summary report ("Labor Summary Report") shall be submitted with each monthly invoice. The Labor Summary Report must identify total hours worked per week by each employee and include the assigned Service Area, task category identified, projects, supervisor, etc.

d) 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.

e) Contractor as required in Section 11.4, Audit Rights and Retention of Records, of this Agreement, 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 RCC 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 RCC 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.

3.31. 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 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

Contractor shall provide all services and supplies of sufficient quantity and quality to achieve the Standards as detailed below. 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 must 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 adequately protect all RCC Users.
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 are 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 is 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 window sills.

c) Glass cleaning work shall be accomplished with the least possible interference to RCC 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 must be removed from surfaces on the outside and inside of the RCC and items located on the RCC grounds. Care must be taken to maintain the original surface where graffiti appeared. Graffiti must 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 must 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/Interior Signage: Exterior equipment covers to include vents (wall and ceiling), 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, trash cans must be emptied and spot cleaned 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 that Contractor's employees shall provide hard floor care services surrounding the shell of the food service concessionaire as defined with in Section 1.6 of this Exhibit A. The food service concessionaire shall be responsible for maintaining the floor of the food concession during its business hours. Contractor shall be responsible for 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 this Agreement and the deficiency is caused by improper procedures or materials used, Contractor shall correct the deficiency within twenty-four (24) after hours of notification by BCAD of the deficiency and within thirty (30) minutes after notification for work that can be corrected without adverse impact to RCC or Airport operations.

4.3. Disinfecting Standards

Contractor shall provide disinfecting procedures in compliance with the Centers for Disease Control and Prevention's ("CDC") recommended two-step process of thoroughly cleaning surfaces first and then utilizing an approved disinfectant according to manufacturer's instructions.

In addition to regular cleaning and disinfecting procedures, an electrostatic sprayer must be used with an EPA/CDC registered and approved disinfectant. Electrostatic spraying shall be performed in an effort to minimize and prevent the spread of bacteria, germs, and viruses. Daily electrostatic spraying shall be

performed on all germ and virus prone areas, such as restrooms, seating areas, breakrooms, kitchens, conference rooms, etc. All areas must be disinfected following strict adherence to the most up-to-date CDC guidelines.

4.4. Window and Glass Spot Cleaning Standards

Contractor must provide spot cleaning of all interior and exterior windows and glass for the RCC and Cypress Garage facilities, with the exception of the windows located within tenant leased space. In between services of the separate window cleaning contractor, windows and glass shall be spot cleaned throughout the daily policing. 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.

4.5. Basic 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 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 adequately protect all RCC Users. 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. All barricades and directional equipment shall be maintained to provide a clean and professional appearance.

4.6. Floor Care – Terrazzo and Tile Floors ("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 be to 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. The majority of the RCC floors are terrazzo and designated as Public Art. The terrazzo floors must be maintained to the highest industry standards.

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, are 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 RCC 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 cardboard collection container designated by BCAD.

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.

4.3. Policing Services

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.

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 RCC Users and to ensure the RCC facilities are free of dust, dirt, debris, scuffmarks, stains, soil, film, wet spills, and odors.

5. SPECIFIC 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 and disinfect 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 to provide for the least impact on the RCC Users and to maintain restrooms at the highest level of cleanliness possible. Typical average policing during high volume activity, as determined by BCAD, shall occur no less than every fifteen (15) minutes. During low volume periods, as determined by BCAD, policing shall be no less than every ninety (90) minutes.
12. Contractor shall coordinate restroom closures 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 unless there is an emergency event that prevents the opening of the restroom(s).
13. Contractor shall notify AOCC to report any inoperable fixture within the restrooms.

14. All surfaces, walls, floors and fixtures in the restrooms must be disinfected daily.

15. Documentation shall be kept by Contractor to document that the proper cleaning process has been performed and the agreed upon cleaning schedule has been met.

5.2. Public Seating Areas

1. Seating 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 with disinfectant; 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, windows and glass, etc. shall be maintained at acceptable cleaning levels at all times.

2. Drinking fountains shall be disinfected at a minimum of every two (2) hours.

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. Electrostatic spraying

Frequency of electrostatic spraying will be made to the following areas as described:

1. Daily:
 - a. Restrooms,
 - b. Touch Points,
 - c. Seating areas,
 - d. Elevators, and
 - e. Vestibules.
2. Monthly:
 - a. Office areas,

- b. Common areas,
- c. Walls, and
- d. Ceiling tiles.

5.6. 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 RCC 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

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 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.

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 shall ensure a clean and safe building, reduce the risk of toxic chemical exposure to janitorial staff and RCC Users, and maintain healthy air quality.

6.3. Sustainable Cleaning Systems

The use of sustainable cleaning systems protects the environment and protects against RCC 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 Contractor's employees and RCC 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

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).

Custodial cleaning effectiveness assessments shall be conducted by the Contract Administrator or designee.

In addition to the custodial effectiveness assessments, feedback about the cleanliness of Airport facilities shall be solicited by BCAD from RCC 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

Contractor is encouraged to purchase sustainable cleaning products and materials. This includes all cleaning chemicals, janitorial supplies, rubber gloves, etc.

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.

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 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 this **Exhibit A**.

- 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: 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 this **Exhibit A**.

3. 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 this **Exhibit A**.

4. Yearly Schedule: Contractor shall provide 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 this **Exhibit A**.

8. **PANDEMICS/EPIDEMICS/DISASTERS/OTHER UNFORESEEN CONDITIONS**

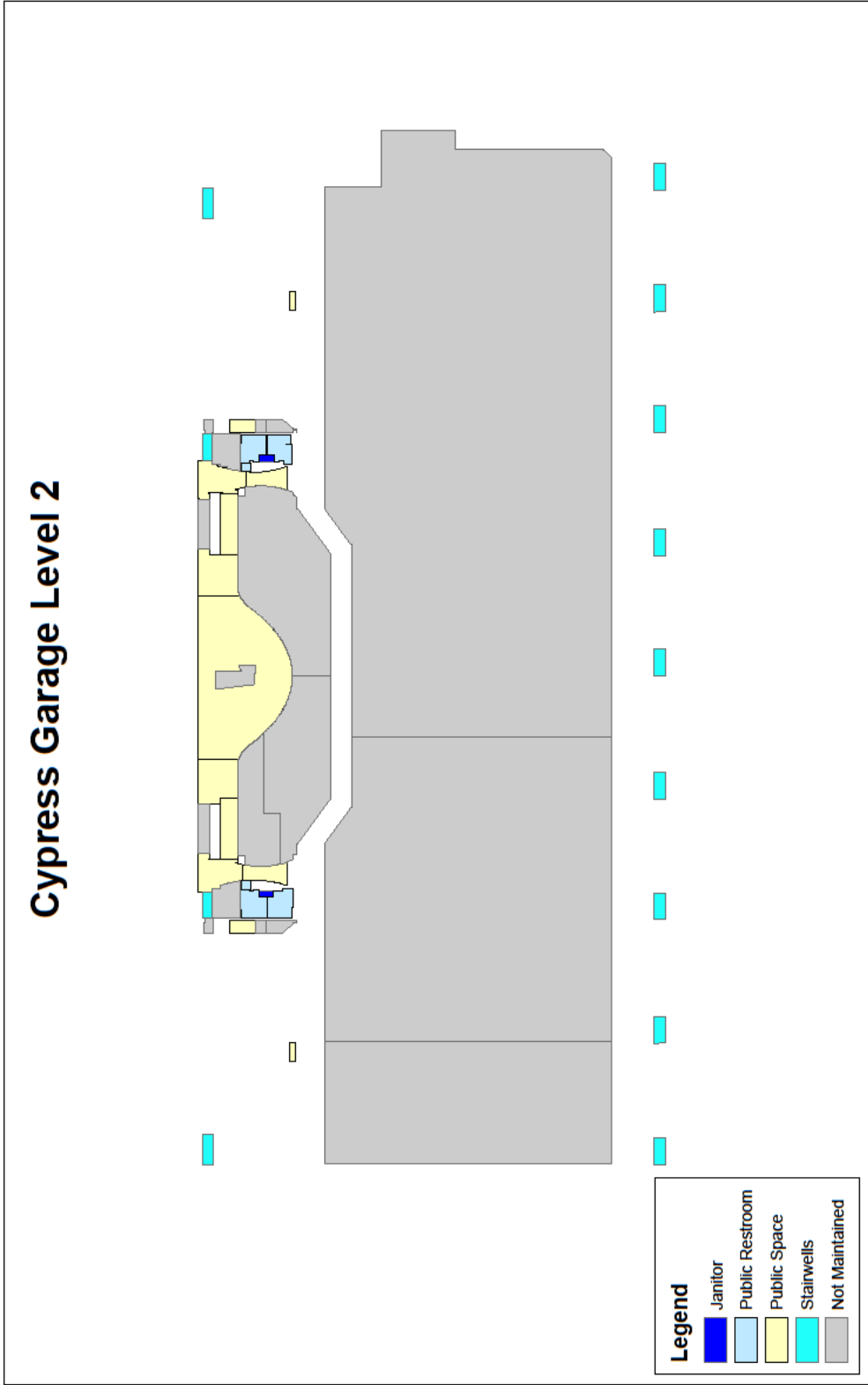
8.1 Participation in County Initiatives /Programs

Contractor shall participate in initiatives or programs conducted by County to invoke the public's confidence in the use of the Airport during any pandemic, epidemic, or other Emergency at no additional out-of-pocket cost to Contractor. Contractor's participation shall include, but not be limited to, participating in public outreach events or other media activities intended to invoke public confidence in the use of the Airport, participating in discussions with County personnel regarding methods to increase public confidence in the use of the Airport, supplying necessary equipment, chemicals, supplies and staffing to sanitize Service Areas. If County requests Contractor to perform janitorial services that are in addition to the Services required in this Agreement and the delivery of such janitorial services increases Contractor's actual costs, such services shall be Optional Services requested pursuant to the provisions of Section 2.6 herein and payment for such services shall be as set forth in **Exhibit B- 1**. If County requests assistance from Contractor in obtaining supplies (excluding supplies necessary for Contractor's performance of Services or Optional Services required under this Agreement), County shall reimburse Contractor its actual cost with no markup.

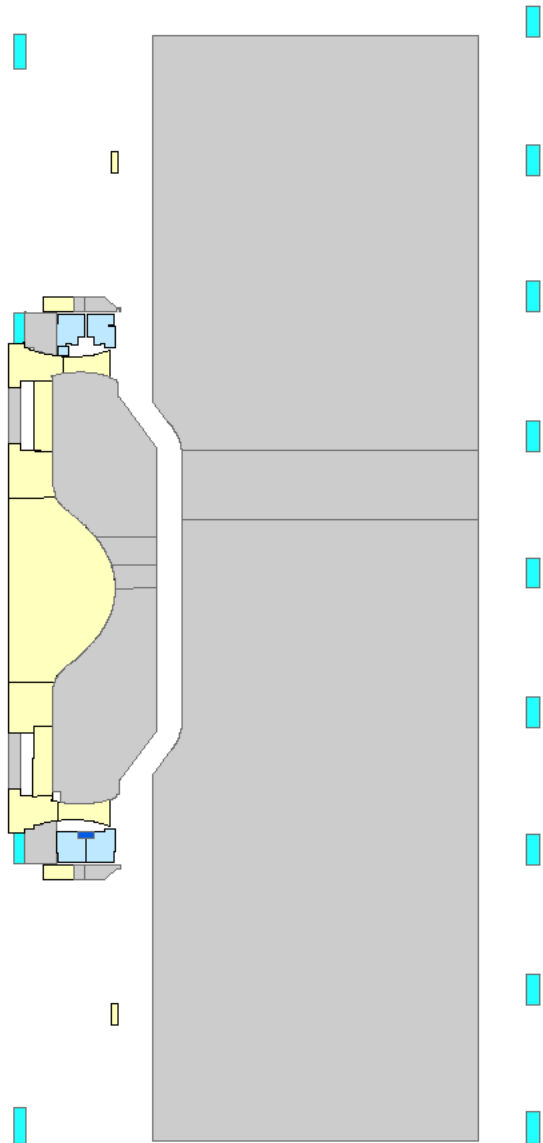
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ATTACHMENT 1

Cypress Garage Level 2



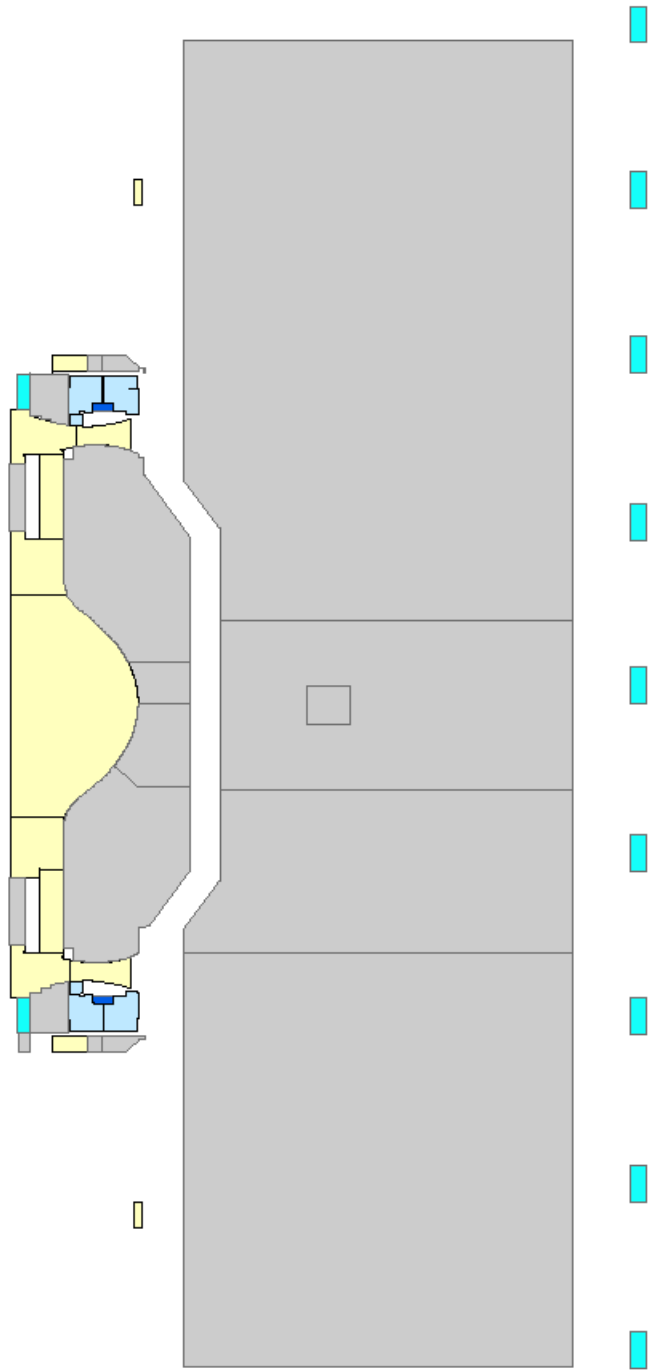
Cypress Garage Level 3



Legend

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

Cypress Garage Level 4



Legend

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

EXHIBIT B - PAYMENT SCHEDULE

The rates specified in **Exhibit B-1** (attached and incorporated as part of this Exhibit B) shall be in effect for the entire term of the Agreement, including any renewal or extension term(s), unless otherwise expressly stated below. Except as expressly provided in Sections 1.1, 1.2, and 1.3 below, the Parties agree that the rates will not be revised during the term of this Agreement. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this **Exhibit B**.

For the purposes of this **Exhibit B**, the terms below are defined as follows:

Yearly Max means the then current Contract Year annual maximum not-to-exceed amount of compensation. The Yearly Max does not include any Optional Services amounts.

Monthly Max means the Yearly Max amount divided by twelve (12).

Service Area means the total area for which Contractor is required to provide the Services (prior to any modification).

SQFT Reduction means the number of square feet deducted from the Service Area due to a modification to the Service Area.

Labor Percentage means seventy three percent (73%) of the Yearly Max.

Yearly Service Hours means the eight thousand seven hundred sixty (8,760) hours required to perform the Services twenty-four (24) hours per day, three hundred sixty-five (365) days per year (including any leap year).

1.1 Modification to Service Area or Services.

If County makes modifications to the Service Area or Services, the compensation payable to Contractor shall be adjusted as follows:

1. If modifications made by County decrease the total square footage of the Service Area, Contractor's compensation shall be adjusted as follows:

The Yearly Max will be divided by the square footage of the Service Area to obtain the annual square footage rate. The annual square footage rate will then be multiplied by the SQFT Reduction to obtain the annual square foot reduction amount. The annual square foot reduction amount will be divided by 12 to obtain the modified monthly fee reduction. The modified monthly fee reduction will be subtracted from the Monthly Max to obtain the modified monthly fee.

Example:

Yearly Max = \$1,448,018

Monthly Max = \$120,668.17

Service Area = 128,000

SQFT Reduction = 15,000

Amount of monthly deduction per applicable month:

$$[(1,448,018 \div 128,000) \times 15,000] \div 12 = \$14,140.80$$

Modified monthly fee:

$$\$120,668.17 - \$14,140.80 = \$106,527.37$$

2. If County makes modifications to the Services that reduce the Yearly Service Hours, Contractor's compensation shall be adjusted as follows:

The Yearly Max will be multiplied by the Labor Percentage to obtain the annual labor rate. The annual labor rate will then be multiplied by the percentage of reduction in the Yearly Service Hours to obtain the annual labor rate reduction. The annual labor rate reduction will be divided by 12 to obtain the modified monthly fee reduction. The modified monthly fee reduction will be subtracted from the Monthly Max to obtain the modified monthly fee.

$$\text{Yearly Max} = \$1,448,018$$

$$\text{Monthly Max} = \$120,668.16$$

$$\text{Labor Percentage} = .73$$

$$\text{Reduction in Yearly Service Hours} = 8 \text{ Service Hours each day (i.e., 33\%)}$$

Amount of monthly deduction:

$$[(1,448,018 \times .73) \times .33] \div 12 = \$29,068.96$$

Modified monthly fee:

$$\$120,668.16 - \$29,068.96 = \$91,599.20$$

3. Following any reduction to Service Area or Services, the County may reinstate all or a portion of the Service Area and/or Services. If County does so, Contractor's compensation shall be readjusted utilizing the formula set forth above as if the prior reductions had not occurred (i.e., the calculation shall utilize the Yearly Max, Service Area, Monthly Max, and Yearly Service Hours as defined above based upon the original Service Area or Services as compared to the reduction reflected by the reinstated Service Area or Services). For example, if County requires the reinstatement of 4 Service Hours each day after the prior reduction of 8 Service Hours each day detailed in the example in Section 2 above, the following calculation shall occur.

$$\text{Yearly Max} = \$1,448,018$$

$$\text{Labor Percentage} = .73$$

$$\text{Reduction (net after all adjustments) in Yearly Service Hours} = 4 \text{ Service Hours each day (i.e., 16.5\%)}$$

Amount of monthly deduction:

$$[(1,448,018 \times .73) \times .165] \div 12 = \$14,534.48$$

Modified monthly fee:

$\$120,668.16 - \$14,534.48 = \$106,133.68$

4. The reductions, reinstatements, and modified monthly fees shall be applied only to the applicable months(s) and pro rata to any portions of any applicable month.

1.2 If County requires Contractor to perform Optional Services, compensation to Contractor for such Optional Services shall be in an amount equal to the number of additional labor hours required for such Optional Services multiplied by the applicable hourly rates set forth in **Exhibit B-1** for Optional Services.

EXHIBIT B-1 - PAYMENT RATES

RCC Janitorial Services Pricing						
	Contract Year Dates	04/01 thru 12/31		01/01 thru 03/31		CONTRACT YEAR TOTAL
		Monthly	9 months	Monthly	3 months	12 months
Contract Year 1	04/01/21 thru 03/31/22	\$120,358.00	\$1,083,222.00	\$122,219.09	\$366,657.27	\$1,449,879.27
Contract Year 2	04/01/22 thru 03/31/23	\$122,219.09	\$1,099,971.81	\$124,246.49	\$372,739.47	\$1,472,711.28
Contract Year 3	04/01/23 thru 03/31/24	\$124,246.49	\$1,118,218.41	\$126,061.24	\$378,183.72	\$1,496,402.13
Contract Year 4	04/01/24 thru 03/31/25	\$126,061.24	\$1,134,551.16	\$129,814.63	\$389,443.89	\$1,523,995.05
Contract Year 5	04/01/25 thru 03/31/26	\$129,814.63	\$1,168,331.67	\$132,051.39	\$396,154.17	\$1,564,485.84
Electrostatic Year 1	04/01/21 thru 03/31/22	\$5,477.84	\$49,300.56	\$5,587.40	\$16,762.20	\$66,062.76
Electrostatic Year 2	04/01/22 thru 03/31/23	\$5,587.40	\$50,286.60	\$5,691.42	\$17,074.26	\$67,360.86
Electrostatic Year 3	04/01/23 thru 03/31/24	\$5,691.42	\$51,222.78	\$5,813.13	\$17,439.39	\$68,662.17
Electrostatic Year 4	04/01/24 thru 03/31/25	\$5,813.13	\$52,318.17	\$5,929.40	\$17,788.20	\$70,106.37
Electrostatic Year 5	04/01/25 thru 03/31/26	\$5,929.40	\$53,364.60	\$6,039.78	\$18,119.34	\$71,483.94
5 Year Contract Value for Janitorial Services						\$7,851,149.67

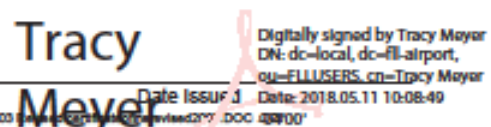
EXHIBIT B-2 OPTIONAL SERVICES

OPTIONAL SERVICES RATES (Hourly Rate per Cleaner)						
	Contract Year Dates	04/01 thru 12/31		01/01 thru 03/31		CONTRACT YEAR NOT-TO-EXCEED AMOUNT
		Hourly Rate	270 Hrs	Hourly Rate	90 Hrs	360 hours annually
Contract Year 1	04/01/21 thru 03/31/22	\$22.57	\$6,093.90	\$23.57	\$2,121.30	\$8,215.20
Contract Year 2	04/01/22 thru 03/31/23	\$23.57	\$6,363.90	\$24.57	\$2,211.30	\$8,575.20
Contract Year 3	04/01/23 thru 03/31/24	\$24.57	\$6,633.90	\$25.57	\$2,301.30	\$8,935.20
Contract Year 4	04/01/24 thru 03/31/25	\$25.57	\$6,903.90	\$26.57	\$2,391.30	\$9,295.20
Contract Year 5	04/01/25 thru 03/31/26	\$26.57	\$7,173.90	\$27.57	\$2,481.30	\$9,655.20
5 Year Not-to-Exceed Amount for Optional Services						\$44,676.00

EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS

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
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion & Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard (5 years) <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> mobil equipment	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil landside \$ 5 mil airside	\$ 2 mil landside \$ 5 mil airside
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$300 k landside \$ 5 mil airside	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
<input checked="" type="checkbox"/> POLLUTION **data sheets for chemicals/cleaning products used on FLL property must be submitted.			\$ 1 mil
<input checked="" type="checkbox"/> PROPERTY			\$500k
<input checked="" type="checkbox"/> CRIME			\$1 mil
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY Dollar values only:	**State exemption not accepted.	
		(each accident)	500K MIN
Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show Broward County as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. Indioate 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		 Digitally signed by Tracy Meyer DN: dc=local, dc=fll-airport, ou=FLLUSERS, cn=Tracy Meyer Date Issued: 2018.05.11 10:08:49 InsuranceUnitsForm.03	



LETTER OF INTENT

BETWEEN BIDDER/OFFEROR AND
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: BLD2117566P1

Project Title: Janitorial Services at FLL Group 1 Rent A Car Center

Bidder/Offeror Name: Sunshine Cleaning Systems, Inc.

Address: 3445 NE 12th Terrace City: Ft. Lauderdale State: FL Zip: 33334

Authorized Representative: Randy Kierce Phone: 954-772-0884

CBE Firm/Supplier Name: Patrick's Cleaning Systems

Address: 4326 Peters Road City: Plantation State: FL Zip: 33317

Authorized Representative: Patrick Morgan Phone: 954-397-5700

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Labor and Supervision	561720		40.00 %
			%
			%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative

Signature: Title: President Date: 02/11/2021

Bidder/Offeror Authorized Representative

Signature: Title: Vice President / COO Date: 02/11/2021

¹ Visit Census.gov and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.
² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

EXHIBIT E - CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RLI/Bid/Contract No. _____

Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this Agreement, except as provided in paragraph 2 below.

2. The following Subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or supplier's name and address	Date of disputed invoice	Amount in dispute

3. The undersigned is authorized to execute this Certification on behalf of Contractor.

Dated _____, 20__

Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public

(NOTARY SEAL)

Print, Type or Stamp Name of Notary

EXHIBIT F - AIRPORT SECURITY REQUIREMENTS

Airport Security Program and Aviation Regulations.

Contractor shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Contractor, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Contractor shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be reasonably prescribed by County, including any regulations pertaining to emergency training, and shall take such steps as may be necessary or directed by County to ensure that subconsultants/subcontractors, employees, invitees, and guests of Contractor observe these requirements. If required by the Aviation Department, Contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Contractor, its subconsultants/subcontractors, employees, invitees, or guests, County incurs any fines and/or penalties imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including, but not limited to, airport security regulations, or the rules or regulations of County, and/or any expense in enforcing County's Airport Security Program, then Contractor shall pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Contractor shall rectify any security deficiency or other deficiency as may be determined as such by County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Contractor fails to remedy any such deficiency, County may do so at the sole cost and expense of Contractor. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) Access to Security Identification Display Areas and Identification Media. Contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees including those who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Contractor's personnel transferred from the Airport, or terminated from the employ of Contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. Contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation

Department shall have the right to require Contractor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

(b) Operation of Vehicles on the AOA: Before Contractor shall permit any employee of Contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), 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 Contractor or of any subconsultant/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.

(c) Consent to Search/Inspection: Contractor's 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. Contractor and its subconsultant/subcontractors shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing 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, persons not executing such consent-to-search/inspection form shall not be employed by Contractor or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Contractor or by any subconsultant/subcontractor.

(d) If any of Contractor's employees, or the employees of any of its subconsultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.

(e) The provisions of this Attachment shall survive the expiration or any other termination of this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT G - NONDISCRIMINATION REQUIREMENTS

I. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** Contractor (including any subcontractors) shall comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** Contractor, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Contractor for Services to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of their obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor shall so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, Contractor shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: Contractor shall include the provisions of paragraphs one through five in every subcontract, including procurements of materials and leases of equipment, unless

exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor shall take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT H - SERVICE PLAN

PROPOSED RCC STAFFING CHART

Rental Car Center	Shift 1	Shift 2	Shift 3
Supervisor	1	1	1
General Cleaner	4	4	5
Project Manager	1		
Quality Control Manager		1	
Assist ant Project Manager			1
TOTALS PER DAY	6	6	7

EXHIBIT I CBE MONTHLY UTILIZATION FORMS



COUNTY BUSINESS ENTERPRISE (CBE)
MONTHLY UTILIZATION REPORT

Report No. _____
CBE Commitment _____%

Contract #: _____ Contract Amount: _____ Amt. Paid to Prime: _____
 Project Description: _____ Project Completion Date: _____ Period Ending Date: _____
 Prime Contractor: _____ Contact Person: _____
 Email: _____ Phone: _____ Fax: _____

SUBCONTRACTING INFORMATION

CBE Firm(s)	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid to Date
Total Amount Paid to CBE Firm(s) to Date:						\$ 0.00	

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Signature: _____ Title: _____ Date: _____

This completed form must be submitted to the Project Manager.

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

Rev.: June 2018

Compliance Form No. 005



Sunshine Cleaning Systems, Inc. CBE Mentoring program for Fort Lauderdale/Hollywood International Airport - Rental Car Center

Purpose: Sunshine Cleaning Systems, Inc commits to work closely with our Rental Car Center CBE firm to assist them in implementation of janitorial services to meet the specifications of RFP# BLD2117566P1.

The CBE firm will adhere to the following meeting schedule with dates to be determined.

Meetings:

1. **Start-up Meeting** upon Rental Car Center Contract and Subcontract agreements being fully executed.
 - a. **Attendance:** Sunshine Management Team and CBE Management Team
 - b. **Location:** Sunshine's Corporate Office
 - c. **Agenda:** Staffing Requirement, Expectations Sunshine and BCAD, Financial Information, Invoicing Requirements, Operational Startup and Mentoring need of Patrick's Cleaning Systems
2. **Walk Through Start-up meeting with Sunshine Airport Management Staff –**
 - a. **Attendance:** Sunshine FLL and Operational Management staff and CBE operational management staff
 - b. **Location:** Fort Lauderdale/Hollywood International Airport
 - c. **Agenda:** Review specifications, BCAD expectations, Operational needs, Protocol for communication, Quality Assurance and Control, Duties of Supervision and Janitorial Staff, Questions and Answers
3. **Monthly Meetings with Sunshine Airport Management**
 - a. **Attendance:** Sunshine FLL Management staff and CBE operational management staff
 - b. **Location:** Fort Lauderdale/Hollywood International Airport
 - c. **Agenda:** Review specifications, BCAD expectations, Operational needs, Protocol for communication, Quality Assurance and Control, Duties of Supervision and Janitorial Staff, Questions and Answers, provide 30-day assessment of CBE Firm
4. **Quarterly Meetings with Sunshine Management and FMM Management**
 - a. **Attendance:** Sunshine Management Team and CBE Management Team
 - b. **Location:** Sunshine's Corporate Office
 - c. **Agenda:** Staffing Requirement, Expectations Sunshine and BCAD, Financial Information, Invoicing Requirements, Operational Needs



Additional mentoring material and presentations available upon request:

CBE Mentoring Class 1

Agenda: Strategic Planning, Business Insurance, Bonding, and Finance and Accounting

CBE Mentoring Class 2

Agenda: Sales from a Prime's Perspective, Speed dating for Business, Improving your chances for success, Social Media, Websites, Digital Footprint, Working with Government

CBE Mentoring Class 3

Agenda: Sales: Understanding Procurement Process, Types of Government Procurements, Working with Broward County, Training, Quality Control, Equipment and Supplies



Fort Lauderdale/Hollywood International Airport CBE Firm Assessment.

Score– 1– Lowest – 5 Highest

Desired Score: 40 - 55

Company Name:
Performed by:
Date:
Reviewed and Discussed With:

Criteria	Score	Notes/ Action Steps
Knowledge of RCC Specifications		
Staffing Levels to meet Specifications		
Adhere to Security Protocols including Badging		
Provide a Positive Experience for Traveling Public		
Completion of Quality Control Inspections		
Maintaining desire Quality Score		
Attendance at FLL Safety Meetings		
Employee Relations including Supervisors		
Following CBA Agreement		
Attendance at all Required Meetings		
Care and Cleanliness of Equipment		
Total Score		