



AGREEMENT BETWEEN BROWARD COUNTY AND MCKENZIE'S CLEANING INC. FOR JANITORIAL SERVICES FOR BROWARD COUNTY AVIATION DEPARTMENT ADMINISTRATIVE FACILITIES (RFP# BLD2127663P1)

This agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and McKenzie's Cleaning Inc., a Florida corporation ("Contractor") (each a "Party" and collectively referred to as the "Parties"), and is effective as of the date that it is fully executed by the Parties ("Effective Date").

RECITALS

- A. County owns and operates the Airport (hereinafter defined).
- B. County conducted a competitive solicitation ("RFP") seeking proposals from qualified and experienced vendors to provide the Services (hereinafter defined).
- C. Contractor submitted a proposal to the RFP and received the highest ranking by the evaluation committee during the RFP process.
- D. The Parties wish to enter into this Agreement for Contractor to provide the Services.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Agreement Year** means the twelve (12) month period beginning on the Term Commencement Date and ending twelve (12) months thereafter ("Agreement Year 1"), and each twelve (12) month period thereafter until the date this Agreement expires or terminates.
- 1.2. **Airport** means the North Perry Airport ("HWO") and/or the Fort Lauderdale-Hollywood International Airport ("FLL"), located in Broward County, Florida, and all real property encompassed within the boundaries of same.
- 1.3. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.4. **Aviation Department** means the Broward County Aviation Department or its successor agency.
- 1.5. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.6. **Code** means the Broward County Code of Ordinances.

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

1.8. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

1.9. **Director of Aviation** means the Director or Acting Director of the Aviation Department and such person or persons as may from time to time be authorized in writing by the County Administrator or the Director of Aviation to act for the Director of Aviation with respect to any or all matters pertaining to this Agreement.

1.10. **Federal Aviation Administration** or **FAA** means the agency of the United States Government established under 49 U.S.C. § 106, or its successor.

1.11. **Purchase Order** means a document that is approved and executed by County that sets forth the Optional Services required to be performed by Contractor for that particular order. Purchase Orders shall identify the applicable quantity, description, and price of the Optional Services ordered, and may contain additional terms as to payment, discounts, date of performance, transportation, and other factors or suitable references pertinent to the purchase and required performance by Contractor.

1.12. **Purchasing Director** means County's Director of Purchasing.

1.13. **Services** means all work required of Contractor under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Scope of Services attached as Exhibit A, and any Optional Services procured under this Agreement.

1.14. **Subcontractor** means an entity or individual, including subconsultants, providing Services to County through Contractor, regardless of tier.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Minimum Insurance Requirements
Exhibit D	CBE Subcontractor Schedule and Letters of Intent
Exhibit E	Nondiscrimination and Other Federal Requirements
Exhibit F	Airport Security Requirements

ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. Contractor shall perform all Services, 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.

3.2. Optional Services. If any Services, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of any such Optional Services pursuant to a Purchase Order, approved and executed by County pursuant to this section. Any Optional Services procured, when combined with the other required Services, shall not result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, the Purchasing Director or Contract Administrator may approve and issue Purchase Orders for which the total aggregate cost of all Purchase Orders is less than or equal to the not-to-exceed amount for Optional Services specified in Section 5.1. Contractor shall not commence the applicable Optional Services until after receipt of the applicable Purchase Order issued by the Purchasing Director or Contract Administrator.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall commence on June 1, 2025 ("Term Commencement Date") and shall terminate two (2) years thereafter ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension, as those terms are defined in this article, are collectively referred to as the "Term."

4.2. Extensions. County may extend this Agreement for up to three (3) additional one (1) year terms (each an "Extension Term") on the same rates, terms, and conditions stated in this Agreement by sending notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise any Extension Term(s), and notice of same to Contractor by electronic mail alone shall be effective and sufficient.

4.3. Additional Extension. If the Purchasing Director determines, in their sole discretion, that unusual or exceptional circumstances render the exercise of an Extension Term not practicable, or that no Extension Term remains available and expiration of this Agreement would result in a gap in necessary Services, then the Purchasing Director may extend this Agreement for period(s) not to exceed three (3) months in the aggregate ("Additional Extension") on the same rates, terms, and conditions as existed at the end of the then-current term. The Purchasing Director may exercise the Additional Extension by written notice to Contractor at least thirty (30) days prior to the end of the then-current term stating the duration of the Additional Extension. The Additional Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

4.4. Extension Rates and Terms. Except as otherwise provided herein, all rates for the Term shall remain fixed in accordance with the rates set forth in Exhibit B. Contractor may request, for any applicable Extension Term, an adjustment of any of the rates set forth in Exhibit B. The request for a rate adjustment by Contractor must be in writing and must be submitted to the Contract Administrator at least ninety (90) days prior to the start of the applicable Extension

Term, and be accompanied by documentation to demonstrate increased financial obligations upon Contractor relating to wage rates, health care, Materials (hereinafter defined), and any other applicable items or benefits related to this Agreement of higher cost to Contractor.

The Contract Administrator shall submit Contractor's request for a rate adjustment to the Purchasing Director. The Purchasing Director, in their sole discretion, will determine if Contractor's requested rate adjustment is fair and reasonable based upon the ECI and the CPI (as each are defined below), current market conditions, and information regarding similar services in the area. County's written approval is required for any rate adjustment requested by Contractor. The Purchasing Director will provide written notification to Contractor of County's decision to approve or reject any requested rate adjustment.

County shall use the Employment Cost Index ("ECI") in calculating any approved labor rate adjustment. If no such index is published, the Contract Administrator shall designate a reasonably similar index. If County approves a labor rate adjustment, the labor rates set forth in Exhibit B shall be adjusted by the lesser of the change in the U.S. Bureau of Labor Statistics ECI Table 5, "Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry," for "All workers, excluding incentive paid occupations" or three percent (3%). The increase or decrease in ECI shall be calculated as follows: the difference of the ECI current period less the ECI previous period, divided by the ECI previous period, times 100. The ECI current period shall mean the most recent quarterly index published prior to the commencement date of the applicable Extension Term, and the ECI previous period shall mean the same quarter in the year prior to the ECI current period. If County approves a labor rate adjustment, the Contract Administrator shall provide Contractor with an updated Exhibit B containing the adjusted labor rates for the applicable Extension Term.

County shall use the Consumer Price Index ("CPI") in calculating any approved rate adjustments for cleaning products, supplies, and materials (collectively, "Materials"). If no such index is published, the Contract Administrator shall designate a reasonably similar index. If County approves a rate adjustment for Materials, the Materials rates set forth in Exhibit B shall be adjusted by the lesser of the change in the U.S. Bureau of Labor Statistics table for CPI for All Urban Consumers (CPI-U), all items in Miami-Fort Lauderdale-West Palm Beach, Florida, not seasonally adjusted, or three percent (3%). The increase or decrease in CPI shall be calculated as follows: the difference of the CPI current period less the CPI previous period, divided by the CPI previous period, times 100. The CPI current period shall mean the most recent monthly index published prior to the commencement date of the applicable Extension Term, and the CPI previous period shall mean the same month in the year prior to the CPI current period. If County approves a rate adjustment for Materials, the Contract Administrator shall provide Contractor with an updated Exhibit B containing the adjusted Materials rates for the applicable Extension Term.

Notwithstanding the above factors that the Purchasing Director will consider in determining whether to approve any rate adjustment, Contractor acknowledges that any adjustment to the

rates set forth in Exhibit B shall be in the Purchasing Director's sole discretion and if any such rate adjustment is not approved by the Purchasing Director, Contractor is obligated to perform the Services in full for the entire Term without the requested adjustment to the rates.

4.5. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.6. Time of the Essence. Time is of the essence for Contractor's performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all Services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

Categories	Not-To-Exceed Amount
Services for Agreement Year 1	\$405,822.00
Optional Services for Agreement Year 1	\$15,400.00
Services for Agreement Year 2	\$417,997.08
Optional Services for Agreement Year 2	\$15,400.00
Services for All Extension Terms	\$1,330,746.79
Optional Services for All Extension Terms	\$49,027.86
TOTAL NOT TO EXCEED FOR THE TERM	\$2,234,393.73

Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. 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 Services. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Unless otherwise stated in Exhibit B, Contractor must submit invoices no more often than once monthly, but only after the Services invoiced have been completed. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. Contractor shall submit a Certification of Payments to Subcontractors and Suppliers (Form 00924, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) with each invoice that includes Services performed by a Subcontractor. 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. Invoices shall be in the amounts set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced upon completion of all Services, unless otherwise stated in Exhibit B.

5.2.3. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payments shall be sent to Contractor's address in accordance with Article 11, unless otherwise requested by Contractor in writing and approved by the Contract Administrator in writing. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

5.2.4. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. If Contractor withholds an amount as retainage from Subcontractors or suppliers, Contractor shall release such retainage and pay same within fifteen (15) days after 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 to Contract Administrator's satisfaction 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. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. Reimbursement of any travel costs or travel-related expenses permitted under this Agreement shall be limited to those permitted under Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides otherwise. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

5.4. Subcontractors. Contractor shall invoice Subcontractor fees only in the actual amount paid by Contractor, without markup or other adjustment.

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

event of an overcharge of any nature by Contractor in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Contractor must refund the overbilled amount and pay liquidated damages in the amount of fifteen percent (15%) of the overbilled amount within thirty (30) days after demand by County as just compensation for damages incurred by County due to the overbilling, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest).

5.6. Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete an Internal Revenue Service ("IRS") form to evidence exemption from backup withholding (e.g., Form W-8ECI) ("Foreign Tax Form"), Contractor shall provide County a copy of Contractor's current Foreign Tax Form prior to issuance of any invoice or payment under this Agreement. If Contractor fails to timely provide a completed, current Foreign Tax Form, County will withhold all backup withholding taxes from the amounts due Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

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 Applicable Law. 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 and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and 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 those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

6.5. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. 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; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, 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. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use 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.

6.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services 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 shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.10. Prohibited Telecommunications. Contractor represents and certifies that Contractor and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

6.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the Term.

6.12. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Contractor; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.13. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

6.14. Employee Retention. Notwithstanding the provisions of Section 26.41(a) of the Broward County Administrative Code, County and Contractor hereby stipulate and agree that Contractor and its Subcontractors are subject to and must fully comply with the employee retention procedures and requirements set forth in Section 26.41(c) of the Broward County Administrative Code, as amended, which are incorporated by reference as if fully restated herein.

6.15. 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 the Services are not disrupted. Accordingly, Contractor shall take adequate measures to ensure that Contractor and its Subcontractors will be able to provide uninterrupted Services at the Airport throughout the Term. 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 agreement prohibits the labor

organization(s) and its members from picketing, work stoppages, boycotts, or other economic interference with the business of Contractor at the Airport.

6.16. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 7. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, 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 breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with 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. If 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. Throughout the Term, 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, as may be requested by County, 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 remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of 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).

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

8.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance 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. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor shall 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 insurers may acquire against County, and shall 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. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

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. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

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. Termination for Cause. 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 be terminated for cause by County for reasons including, but not limited to, any of the following:

9.1.1. Contractor's (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

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

9.1.3. 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, or upon the disqualification of one or more of Contractor's CBE participants by the Director of OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days

after such notice was provided and Contractor shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Contractor shall be paid for any Services properly performed 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, and County shall have no further obligation to pay Contractor for Services under this Agreement.

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 addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Contractor's failure to comply with any term(s) of this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. Contractor and Subcontractors shall not 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 all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. By January 1 of each year, Contractor must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

10.3. Contractor shall comply with all applicable requirements in Section 1-81 of the Code 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 or Applicable Law, all such remedies being cumulative.

10.4. County has designated this procurement as a CBE reserve procurement; therefore, pursuant to Section 1-81.3(f) of the Code, the CBE goal is eighty-five percent (85%) of the Services (the "Commitment"). Contractor must perform at least fifty percent (50%) of the Services without subcontracting, but may subcontract the remainder to CBE firms listed in Exhibit D (or CBE firms substituted or approved by OESBD during the Term).

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, as applicable. 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 if 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 of the Code) 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 of the Code. 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 of the Code. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. 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 of the Code, 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 in connection with any amendment, extension, Purchase Order, 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, Purchase Order, or modification, and shall report such efforts, along with evidence thereof, to OESBD.

10.9. Contractor shall provide monthly utilization reports, using the form available at <https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx>, to the Contract Administrator, to OESBD at SBCOMP@broward.org, and to the Small Business Specialist designated by the Contract Administrator. In addition, Contractor shall allow County to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining the Commitment. 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 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 claims 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. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that 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, documents, materials, data, or other work created by Contractor in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be

delivered by Contractor to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all Contractor's agreements with Subcontractor(s).

11.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If 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;

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 Applicable 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 Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon expiration 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 requirements of Applicable Law 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.

If Contractor receives a request for public records regarding this Agreement or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Contractor must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute

and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor's waiver of County's obligation to treat the records as Restricted Material. Contractor must 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 nondisclosure of Restricted Material in response to a third-party request.

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, PRRADMIN@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 all Subcontractors that are related to this Agreement. Contractor and all Subcontractors shall keep such books, records, and accounts as may be necessary 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 and all Subcontractors shall make same available in written form at no cost to County. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Contractor and all 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. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. 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. Contractor shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

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

reveals overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, Contractor shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 5.5. 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 all Subcontractor(s).

11.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, 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 not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law 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 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.

11.8. Third-Party Beneficiaries. Neither Contractor nor County intends to primarily or directly 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. Unless otherwise stated herein, for 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 email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Administrator
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org

with a copy to:

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

FOR CONTRACTOR:

McKenzie's Cleaning Inc.
3600 S. State Rd 7, Suite 38
Miramar, Florida 33023
Email address: tmckenzie@mckenziescleaning.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 approved subcontracting, 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. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

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, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's 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 legal 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. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors, 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. 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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.13. Compliance with Laws. Contractor and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.14. Severability. If 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 any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” 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 subsections thereof, 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. Any reference to approval by County shall require approval in writing, 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 within an article or section of this Agreement, the article or section 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document

executed with the same or similar formality as this Agreement and 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 of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.21. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with Subcontractors.

11.22. Payable Interest

11.22.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.22.2. 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).

11.23. 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.

11.24. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be

deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

11.25. Use of County Name or Logo. Contractor shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.26. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.27. 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 of the Code, Contractor shall fully comply with the requirements of such ordinance and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as defined therein. Contractor shall ensure all Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

11.28. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

11.29. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

11.30. Civil Rights - General. Contractor and its Subcontractors shall comply with pertinent statutes, executive orders, and such rules identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance.

11.31. Civil Rights - Title VII Assurances. Contractor shall abide by and comply with the nondiscrimination requirements set forth in Exhibit E, to the extent same are applicable by law, rule, or regulation, or federal grant requirements.

11.32. Nondiscrimination. Neither Party to this Agreement shall 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.

11.33. Federal Fair Labor Standards Act (Federal Minimum Wage). This Agreement incorporates by reference the provisions of 29 C.F.R. Part 201 et seq., the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if fully restated herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor must comply with FLSA and has full responsibility to monitor compliance with the referenced statute and regulations. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11.34. Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if fully restated herein. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its Subcontractors’ compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 C.F.R. Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor-Occupational Safety and Health Administration.

11.35. Airport Security Requirements. Contractor must comply with the Airport Security Requirements as set forth in Exhibit F.

11.36. Airport Issued Identification Media, Public Area Business Purpose Media, and Emergency Response Training. All employees, agents, representatives, contractors, and Subcontractors of Contractor shall obtain Airport Issued Identification Media or Public Area Business Purpose Media, and complete emergency response training, as 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.

11.37. Retention of Records. If this Agreement is funded in whole or in part by a Federal Department of Transportation grant, in addition to all other retention requirements of this Agreement, Contractor shall preserve all Agreement records for a period of five (5) years after the latter of final payment or the completion of all Services to be performed pursuant to this Agreement.

(The remainder of this 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 _____, 2025; and Contractor, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100

Keoki Baron Digitally signed by Keoki Baron
Date: 2025.04.01 10:43:05 -04'00'
By _____
Keoki Baron (Date)
Assistant County Attorney

Alexander J. Williams, Jr. Digitally signed by Alexander J.
Williams, Jr.
Date: 2025.04.01 14:00:23 -04'00'
By _____
Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

KB/ch
Janitorial Services Aviation Admin Bldgs
03/20/2025
1156924.4

**AGREEMENT BETWEEN BROWARD COUNTY AND MCKENZIE'S CLEANING INC.
FOR JANITORIAL SERVICES FOR BROWARD COUNTY AVIATION DEPARTMENT
ADMINISTRATIVE FACILITIES (RFP # BLD2127663P1)**

CONTRACTOR

MCKENZIE'S CLEANING INC.

By:  _____
Authorized Signer

Terriann McKenzie, President
Print Name and Title

27th day of March, 2025

EXHIBIT A - SCOPE OF SERVICES

1. INTRODUCTION

The following Scope of Services sets forth a comprehensive cleaning program for the Broward County Aviation Department's (BCAD) administrative facilities throughout the Fort Lauderdale-Hollywood International Airport (FLL) campus, the North Perry Airport Administrative Building, and the Building Code Services Airport Satellite Office.

1.1. Locations

Quality services are required to maintain a professional, clean working environment for the following locations:

- A. Executive Offices: Terminal 4, 3rd & 4th Floors, 300 Terminal Drive, Fort Lauderdale Hollywood International Airport
- B. Maintenance Facility: 3400 SW 2 Avenue, Fort Lauderdale 33315
- C. Security Building: 3545 SW 2 Avenue, Fort Lauderdale 33315
- D. Security Credentialing Office: Terminal 1, 4th Floor, 50 Terminal Drive, Fort Lauderdale Hollywood International Airport
- E. Security Booths at Gates 100 & 101: North Entrances to FLL Airfield, Fort Lauderdale-Hollywood International Airport
- F. Security Booth at Gate 504: South Entrance to FLL Airfield, Fort Lauderdale-Hollywood International Airport
- G. North Perry Airport Administrative Building: 7750 Hollywood Blvd, Pembroke Pines 33023
- H. Building Code Services FLL Wing: Airport Commerce Park, 4101 Ravenswood Road, Suite 101, Fort Lauderdale 33312

1.2. Areas of Operation

The Contractor shall perform cleaning and custodial services in accordance with this Scope of Services. Areas within these locations shall require basic and detailed cleaning, per specific cleaning frequencies and activities.

1.3. Prior to Term Commencement

The Contractor shall be required, as of the Term Commencement Date established in the Agreement, to have obtained Authorized Signatory status for two (2) designated individuals in accordance with section 2.1 herein for the purpose of processing security badge applications and initiate security badge applications for all employees assigned to the Agreement. Contractor must have an adequate number of badged employees to fulfill the requirements of the Agreement by the Term Commencement Date.

1.4. Phase-in Period

Immediately upon the Parties executing the Agreement, the Contract Administrator (CA) or its designee shall hold sessions with the Contractor and its Project Manager (PM) and pertinent BCAD staff to develop smooth transition strategies to include:

- A. Authorized Signatory Classes (refer to section 2.1 herein)
- B. Employee security badging
- C. Areas of service
- D. Equipment inventory and distribution
- E. Materials and supplies inventory plan
- F. Quality control and quality assurance programs
- G. Service plans and schedules
- H. Provide list of names and telephone numbers of key personnel who shall be responsible for fulfilling the requirements of this Agreement.

1.5. Scheduling of Work

- A. Prior to the commencement of any work, the Contractor shall confer with the CA to ensure that the scheduling of activities in conjunction with BCAD operations is fully understood.
- B. All work shall be scheduled in a manner which avoids/minimizes disruptions to building occupants. The PM shall coordinate the schedule with the CA about any operation which shall necessitate temporary interruptions to the building occupants.
- C. The Contractor shall not commence non-routine work in any area until:
 - 1. The proposed work has been previously coordinated with and approved by the CA, and
 - 2. All required security and safety measures and temporary markings are in place.

2. SECURITY REQUIREMENTS

2.1. Delegated Authorized Signatory

Contractor must delegate two (2) individuals to be an Authorized Signatory for the purpose of processing badge applications and managing the records for the company's applicants who are to obtain and maintain a FLL Airport issued identification media (SIDA Badge) pursuant to all security regulations of BCAD; Transportation Security Administration (TSA); and the Code of Federal Regulation (CFR) 49 CFR Part 1542 – Airport Security. Prior to being approved as an Authorized Signatory, the applicant must attend a

2-hour training class at Terminal 1 Credentialing Office and successfully obtain Signatory privileges.

2.2. SIDA Badge Applicants

A. Each FLL stationed employee must successfully complete, be approved and be badged by BCAD Security prior to such person being scheduled in accordance with this Scope of Services.

B. Employees receiving a badge for this Agreement can only use their badge for this Agreement. Security requirements do not permit badge usage for multiple agreements.

C. Contractor is required to conduct an employee background check on each person proposed for employment at FLL in connection with this Agreement. Only when a person is successfully approved by Contractor, shall Contractor submit FLL's SIDA badge application for a proposed FLL stationed employee.

D. For each badge applicant, Homeland Security's criminal history is checked for the immediately preceding ten (10) years. This background investigation shall consist of a Criminal History Records Check (CHRC) by means of fingerprint submission to the Federal Bureau of Investigation and a Security Threat Assessment (STA) by submittal of biographical information. The CHRC must show that the individual has not been found guilty of any of the crimes listed in 49 CFR Part 1542.209 in the last ten years and the STA must not be returned as a "Do Not Issue."

1. Each employee must provide a ten (10) year work history.

2. Any gaps in employment of thirty (30) days or more during a ten (10) year period must be explained.

E. All personnel providing services under this Agreement must apply for, receive, and maintain an FLL SIDA badge. The badge shall be valid for two years or upon employee's termination whichever is earliest. The costs for media, fingerprints, and the STA for each employee is to be borne by Contractor.

F. Once an applicant is approved by Homeland Security and before a SIDA badge is issued, the applicant must successfully complete the following classes:

1. Security Training – taken on site at Terminal 1 Credentialing Office, must be completed within 90 minutes.

2. Airport Employee Emergency Training (AEET) – web based, must be completed within 3 hours.

2.3. Additional Security Requirements

- A. The management and control of Contractor employees in the performance of this Agreement shall be the responsibility and prerogative of the Contractor; however, the Contractor shall comply with the Agreement requirements, and Broward County, Department of Homeland Security, and TSA regulations concerning conduct of employees.
- B. All Contractor's staff and its subcontractors servicing this Agreement are required to be successfully badged within sixty (60) days of award, otherwise County reserves the right to rescind the award and terminate contract.
- C. Upon termination or transfer of any employee of the Contractor, the Contractor must immediately notify the Contract Administrator in writing of such termination or transfer, and shall return to BCAD Security all security items issued. A charge of \$100 per item shall be imposed for each security item not returned.

3. COUNTY RESPONSIBILITIES

3.1. Contract Administrator / Contract Inspector

- A. The administration of this Agreement is vested in the CA. The CA shall have complete authority to require the Contractor to comply with all provisions of the Agreement.
- B. The CA may request the Contractor to remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the Agreement.
- C. One or more employees of County may be designated by the CA as "Contract Inspectors" to monitor and inspect the performance and progress of the services provided under this Agreement.
- D. Any failure of the Contractor to comply with the provisions of this Agreement may be called to the attention of the Contractor by the CA or by a Contract Inspector.
- E. A Contract Inspector shall have the authority to suspend the performance of the services until the CA can address any questions at issue.
- F. A Contract Inspector and the CA shall in no instance have the authority to act as foreman or supervisor for the Contractor.
- G. BCAD employees are not the Contractor's quality control manager.

H. Any advice provided to the Contractor by the Contract Inspector, or the CA, shall in no way be construed as amending any provision of this Agreement, or releasing the Contractor from fulfilling the provisions of this Agreement.

3.2. Coordination Of Services

County shall coordinate the operations and activities of the facilities to attempt to minimize interference with performance by the Contractor as covered by this Agreement.

3.3. Storage Area

County shall provide Contractor a reasonable amount of storage space (as determined by the CA) to store supplies and equipment used to fulfill the requirements of this Agreement.

3.4. Utilities

County shall provide water and electric necessary to perform services required for this Agreement at no cost to the Contractor.

4. CONTRACTOR RESPONSIBILITIES

FLL is Global Biorisk Advisory Council (GBAC) accredited. To maintain this accreditation, a large portion of the requirements set forth herein have an emphasis on maintaining hygienic environments through GBAC's industry-leading cleaning, disinfection, and infection prevention protocols. Therefore, the Contractor must adhere to cleaning protocols that are recommended through the GBAC accreditation process.

4.1. Access

A. The CA shall designate the access routes, entrance gates or doors, parking, storage areas, and other similar areas/items that Contractor may have access to, and shall also designate any imposed time limitations for the services required herein. The Contractor shall conduct its operations in strict observation of such established areas/items and time limitations.

B. The Contractor shall ensure that under no circumstances shall any of the employees of the Contractor enter or move upon any area not authorized by the CA or its designee.

4.2. Accident Reporting

The Contractor shall immediately notify the Airport Operations Control Center (AOCC) of any accidents or incidents arising from the performance of the Agreement involving bodily injury to workers, building occupants, visitors, other persons, or any

property of the same. The CA shall provide information necessary concerning whom to contact and the specific form to utilize when providing written notice.

4.3. Air Fresheners

- A. All air fresheners installed in restrooms shall be maintained by Contractor and replaced as necessary at Contractor's cost.
- B. Empty canisters are to be replaced within twenty-four (24) hours of emptying.
- C. Before changing the current fragrance being used, Contractor shall check with the facility occupants for preference.

4.4. Communications, Contact Information and Coordination

- A. Contractor shall maintain a 24-hour contact telephone response number for emergency service on a cellular phone at no cost to County. Maximum telephone response time for off-site managers shall be thirty (30) minutes to coordinate necessary services.
- B. Contractor shall always maintain an active e-mail address for electronic communications.

4.5. Conduct Standards

- A. The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- B. Cell phones for personal use are strictly prohibited unless an employee is on their official designated break time in their designated break area.
- C. Contractor's employees shall always conduct themselves in a safe and orderly manner while on the job site, whether on or off duty.
- D. Except as otherwise approved in writing by the CA, taking pictures or bringing cameras or other photographic devices anywhere on the property shall not be permitted on the job site.
- E. Fighting, being under the influence of alcohol and/or drugs, bringing and/or consuming alcohol and/or drugs, gambling, soliciting, stealing, and any immoral or otherwise undesirable conduct shall not be permitted on the job site.

4.6. Damage Reporting

- A. Contractor and its supervisors shall be responsible to actively seek out and report any needed repairs to the building, its furnishings, fixtures, mechanical equipment, etc., within the areas covered by the Agreement.
- B. Any issue or security matter of critical priority or of an emergency nature shall be reported to the AOCC immediately upon discovery with a follow-up email to the CA.

4.7. Damage Responsibility

- A. The Contractor is responsible for the repair of all damages resulting from its activities while working on-site including but not limited to damages caused by incorrect cleaning techniques and damages caused by Contractor's equipment.
- B. If the Contractor is not able or otherwise fails to make such required repairs, BCAD shall have the right to accomplish these repairs and deduct the costs from the Contractor's next scheduled payment.
- C. In all instances where any property and/or equipment is damaged by Contractor employees, a full report, including pictures of the incident and extent of such damage, shall be submitted in writing to the CA within twenty-four (24) hours of the occurrence.
- D. The Contractor is responsible for taking the action necessary to protect its supplies, materials, and equipment and the personal property of its employees from loss, damage, or theft.

4.8. Failure to Provide Timely Services or Supplies

- A. In the event the Contractor fails to timely perform any of the services required herein and such failure to perform arises from a cause or causes beyond the control of the contractor (e.g., an act of God, an act of County in either its sovereign or contractual capacity, unusually severe weather, fire, flood, strike) and is not due to any fault or negligence of the Contractor, the Contractor shall nevertheless be deemed in breach of the Agreement if the relevant services or supplies were obtainable from other sources, BCAD ordered the Contractor in writing to purchase the services or supplies from such other source, and the Contractor failed to do so.
- B. In the event of a failure to perform, the Contractor shall promptly notify the CA in writing, providing a detailed explanation of the circumstances, reasons for the failure, and proposed remedial actions. The Contractor shall bear the burden of proving any circumstances that it claims affected its ability to perform. The CA, at their sole discretion, may investigate the claimed circumstances and

determine whether to revise the Contractor's delivery schedule. Any such revision shall be subject to the County's rights under the termination provisions of the Agreement, including but not limited to Article 9. The Contractor acknowledges that the decision to revise the schedule or maintain the original terms rests entirely with the CA and the County.

4.9. Delivery of Supplies

The Contractor shall schedule its own supply deliveries during times that cause minimum disruption and inconvenience to BCAD and its tenants' operations as approved by the CA.

4.10. Dismissal of Employees

The CA may request the Contractor to immediately remove from the premises and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty, absenteeism, hiding or sleeping on the job.
2. An employee's continued presence is, in the opinion of the CA, deemed not to be in the best interest of County.
3. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.
4. Theft, vandalism, immoral conduct, or any other criminal action.
5. Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances, which produce similar effects while on duty.

4.11. Energy Conservation

A. The Contractor shall be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude waste of utilities, which shall include, but shall not necessarily be limited to electricity or water.

B. Lights in non-public areas shall be used only where and at the time when work is being performed.

C. In situations where energy management systems have automatic shut off lighting, the Contractor may manually turn on the lighting, but it is expected that the lighting be turned off again when leaving the area.

D. The workers shall not adjust mechanical equipment, or controls for heating, ventilation, and air conditioning systems, except in cases of emergency to shut off the systems.

E. Water faucets or valves shall be turned off after the required usage has been accomplished.

F. Malfunctioning or leaking faucets, toilets, and/or urinals shall be reported to BCAD AOCC and the CA immediately.

4.12. Equipment Required

A. Equipment used in the performance of the services shall comply with all OSHA standards and requirements. All equipment provided by the Contractor shall be new or like-new when the project begins. The CA shall be provided with a detailed equipment inventory including date of purchase, manufacturer name, model number, capabilities, and maintenance/warranty schedule. Contractor shall be responsible for warranty and maintenance on the equipment used to perform required services.

B. Contractor's equipment shall include, but not be limited to safety signs, vacuum cleaners with high-efficiency particulate absorbing (HEPA) filters, electrostatic sprayer, floor machines for surfacing non-carpeted floors, wet-dry tank vacuum cleaners, scrubbers, buffers, shampoo machines, floor fans, portable extractors, pressure washers, sweepers, ladders, mop buckets, wringers, mops, brooms, and brushes. Battery holding trays shall be installed in all battery-powered equipment. All batteries shall be gel cell-type batteries.

4.13. Fraud, Waste and Abuse

The Contractor shall be responsible for maintaining proper conduct and good discipline within Contractor occupied work areas. Contractor personnel shall be encouraged to be alert to and report suspected situations of fraud, waste, and abuse, or other intentionally dishonest conduct.

4.14. Green Cleaning

A. Company shall adhere to the Green Cleaning Policy described herein by using chemical concentrates with appropriate dilution systems to minimize chemical over-use in accordance with GBAC's industry-leading cleaning, disinfection, and infection prevention protocols.

B. BCAD strives to maximize its green building initiatives. Contractor is encouraged to be operationally efficient while minimizing environmental impacts to County's buildings.

C. Contractor shall develop requirements for staffing and training of personnel appropriate to the needs of the building. It must address the training of personnel in the hazards of use, disposal and recycling of cleaning chemicals, dispensing equipment, and packaging.

- D. Contractor shall adhere to the Green Cleaning Policy by:
1. Establishing a green standard to floor and base moldings care that shall maintain a shine and/or is bright and clean; colors are fresh. There shall be no build up in corners or along walls.
 2. Using chemical concentrates with appropriate dilution systems to minimize chemical use wherever possible.
 3. Training staff to spray the cleaning product onto the cleaning rag and not the piece of equipment/surface.
 4. Using sustainable cleaning materials, products, equipment, janitorial paper products and trash bags (including microfiber tools and wipes).

4.15. Key Control

- A. The Contractor shall adequately secure the keys, key cards, other entry devices and codes provided by County.
- B. The Contractor shall maintain a record of the key numbers issued to its employees. The Contractor shall not duplicate and shall not allow such items to be duplicated.
- C. The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by BCAD are not lost or misplaced and are not used by unauthorized persons.
- D. Any such item which becomes lost, missing or stolen shall be immediately reported to the CA. The Contractor may be required to replace, re-key, or to reimburse BCAD for replacement of locks or re-keying because of Contractor losing keys. In the event a master key is lost or duplicated, BCAD shall replace all locks and keys for that system, and the total cost shall be deducted from the monthly payment due the Contractor.
- E. It is the responsibility of the Contractor to prohibit the use of keys issued by any persons other than the Contractor's employees.

4.16. Personnel

- A. Contractor shall be responsible for the supervision and direction of the work performed by their employees and sub-contractors and shall always provide a full-time PM.

B. The PM shall be capable of verbal and written communication in the English language and shall be capable of effectively communicating with the CA.

C. Contractor shall provide trained and qualified supervisors capable of providing the necessary supervision to satisfy the Agreement.

D. The Contractor shall, at a minimum, establish the following positions to manage the cleaning/custodial services throughout the life of the Agreement:

1. A full-time PM who is responsible for the day-to-day operations and has full authority to act on behalf of the Contractor and acts as liaison between the Contractor and the CA.

2. A quality control manager who is responsible for ensuring that the Contractor's services are executed in accordance with this Scope of Services.

E. The CA reserves the right to approve the Contractor's selection of all supervisory personnel.

F. The Contractor shall assign its personnel to specific areas for performance of the work. The Contractor shall identify the employees' assigned work areas on an organizational chart and provide a copy to the CA or its designee. The Contractor's organizational chart must be updated as changes in personnel occur. This is to assist the CA and BCAD staff in identifying Contractor employees who are not completing their assignments adequately.

G. Corrective action shall be determined and enforced in instances of non-compliance with this and all other contractual requirements.

H. Contractor shall not use any temporary employment agency employees to fulfill staffing requirements.

I. All employees of Contractor shall be always the sole employees of Contractor under the Contractor's sole direction and are not employees or agents of Broward County.

4.17. Lost and Found Property

A. The Contractor shall develop, implement, and maintain adequate procedures to ensure that no contractor employee(s) scavenge any items from any BCAD buildings or properties.

B. The Contractor shall ensure that lost or apparently lost articles that are found by Contractor employees shall be given to the CA or the facility

representative immediately but no later than twenty-four (24) hours. All found items shall be identified with date, time, and location of where item was found.

C. Any Contractor employee who is found hiding or taking from BCAD property items which are found shall be immediately dismissed by the Contractor and the Aviation Department may have the individual prosecuted.

D. The Contractor and its employees shall promptly turn over all property found on BCAD property to Broward County. Any violations or disregard of the rules, regulations, and policies regarding found property may be cause for permanent removal of all individuals involved.

4.18. Needed Repairs

A. The Contractor shall promptly notify BCAD by email to AVMaximo@broward.org and copy CA of needed repairs and/or damage to soap, paper towel, and other restroom dispensers, as well as other damaged or malfunctioning fixtures and building appurtenances which are observed during the performance of services.

B. Observation by Contractor's employees of mechanical and electrical failures, including burned-out lights, plumbing problems, and safety hazards, shall be immediately reported to BCAD.

C. Contractor's personnel shall not repair inoperable plumbing or electrical or other building components other than what is considered janitorial.

4.19. Performance and Work Hours

A. The Contractor shall be responsible for the complete and timely performance of all the services under the Agreement.

B. The Contractor shall perform adequate cleaning and provide custodial personnel for seven (7) days per week at all locations unless otherwise described in section 8 herein. BCAD's divisions of Maintenance, Security, Operations, and a section of Administration work 24/7/365 including all holidays observed by County and Federal government. Contractor shall provide service for all days of the year except New Year's Day, Easter Sunday, Thanksgiving, and Christmas Day.

C. The work shall be completed no later than the schedule that is provided and approved by the Contractor.

D. If the Contractor fails to maintain schedules as approved by the CA, or if in the opinion of the CA, the Contractor's work methods are not adequate to ensure completion of the work per the allotted schedule, the CA may direct the

Contractor, at no additional cost to County, to revise the work schedule and/or use additional personnel to ensure completion of the work in a timely manner.

4.20. Personnel Awareness

A. The Contractor's on-site supervisors and employees shall be expected to quickly become familiar with their designated areas. In addition, they shall be expected to notify, document, and immediately report suspicious activity.

B. The Contractor's employees are to inform their respective supervisors on the job site of any unusual occurrences or physical problems such as burned-out lights, broken locks, or open windows. These reports are to be made to their respective supervisor and transmitted through the Contractor's chain of command to the CA or its designee prior to the start of the next regular workday for County.

C. The Contractor shall encourage employees to look out for each other, County's property, and building users. The Contractor must implement, at the start of the Agreement, procedures to keep its personnel safe.

D. Contractor shall always enforce strict discipline and good order among employees. No children, friends, relatives, or persons not employed and assigned to the work site(s) are allowed on the premises for personal visitations.

E. Unauthorized use of County property or a County employee's property is prohibited.

4.21. Employee Safety Training

A. Contractor shall provide each of its employees who shall be working on the job site with the training needed to safely and competently perform the services required by this Agreement, including compliance with Green Cleaning practices/standards.

B. Contractor must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations, or Codes and be governed accordingly as they apply to this service and must be aware of the safety standards concerning materials used. Contractor shall develop and implement procedures to ensure its employees use chemicals in accordance with the instructions of the chemical manufacturers.

C. Contractor employees shall be trained in accident prevention and provide barricades necessary to protect persons or property against injury or damage.

D. Some tasks may require working with potentially hazardous materials. Contractor is obligated to ensure employees are trained and medically cleared for

such work. Contractor is required to assess the need for and provide its employees personal protective equipment as required.

E. Contractor shall provide a copy of its safety-training program upon County's request.

F. Contractor shall keep a record of all training for each employee. The record shall show, at a minimum, the employee's name, date of employment, and date and type of training for each class attended. All training records shall be made available to County on request.

G. At a minimum, the Contractor shall provide each employee assigned to this Agreement with the following training within the first month of employment and again during each twelve-month period during the employee's tenure:

1. Orientation to Housekeeping Operations Housekeeping Chemicals - Proper Use and Dilution
2. Tools and Equipment - Proper Use and Care
3. Restroom Cleaning and Disinfections
4. Office and Related Area Cleaning
5. Waste Collection and Recycling
6. Common Cleaning Mistakes
7. Body Mechanics
8. Inspection Techniques (supervisors only)
9. Incident/Accident Reporting
10. Personal Protective Equipment

4.22. Record Keeping

Contractor shall be responsible for maintaining a project site logbook or file on site. This record shall be available to County, maintained by Contractor and updated on each visit. The logbook or file shall contain at least the following items:

1. Safety Data Sheets (SDS) for all chemicals and supplies used in the building.
2. Copies of Contractor's completed Quality Control Inspection Reports.

4.23. Relief For Absenteeism and Vacation

The Contractor shall provide relief personnel as necessary to ensure that the required level of service under this Agreement is maintained and not compromised.

4.24. Sanitary Napkin / Tampon Dispensers

A. All mechanical dispensers within the areas serviced shall be maintained for proper mechanical operation by the Contractor. Contractor shall immediately notify BCAD of any dispenser that requires replacement.

- B. Contractor shall be responsible for filling all sanitary napkin/tampon machines.
- C. Contractor shall provide and pay for all sanitary napkins, tampons, etc.
- D. Contractor shall collect and retain machine revenues.
- E. Contractor shall not change current prices without written authorization from CA. If such request is granted, Contractor is responsible for all costs associated to the change in price.
- F. The Contractor shall not change the current brand or type of tampon or napkin before obtaining permission of the CA.

4.25. Sharps Disposal Containers

- A. Contractor shall provide and pay for replacement disposable inserts.
- B. Contractor shall be responsible for replacing filled dispenser inserts and disposing such in designated bio-medical trash bins.

4.26. Smoke Free Environment

All County facilities are smoke free except for exterior designated smoking areas. The Contractor and its employees shall adhere to the rules and regulations regarding BCAD's maintenance of a smoke free environment.

4.27. Staffing

Contractor affirms that the staffing utilized in preparing the task pricing herein shall effectively achieve the performance standards required by this Agreement.

4.28. Storage Space

- A. County shall provide storage space and common building utilities to be used in the performance of the services defined in this Agreement.
- B. The Contractor shall store its supplies, materials, and equipment only in the spaces designated by the CA.
- C. Janitorial closets and other storage areas shall be assigned to the Contractor by County.
- D. Space for on-site storage of supplies is limited in the facilities. Contractor must arrange for frequent replenishment of supplies to maintain stocks required.

E. Off-site staging of supplies and inventories is the responsibility of the Contractor.

F. Contractor agrees to always keep these areas neat and clean. The Contractor must always keep the Contractor's storage areas free from accumulation of waste materials, floors cleaned with a fresh applicable finish, and mop sinks free of scum and build up. Areas must always be ready for inspection.

G. Soiled, oily or wet cleaning rags shall not be stored on County property.

H. All containers of chemicals, solution, etc. must have lid or top properly secured and correctly marked with United States Environmental Protection Agency (EPA) approved label, including all warnings and antidote requirements. Handwritten, makeshift or unprofessional labels shall not be allowed.

I. Stock extra paper and janitorial products including but not limited to toilet paper, hand towels, hand soap, and both large and small trashcan liners adequate to prevent depletion of these supplies in the facility before the next routine servicing. Store these supplies and any Contractor furnished items in an orderly and safe manner, insuring proper ventilation of cleaning materials. All storage space surfaces shall be disinfected with no detectable streaks, marks, detergent residue, dirt accumulations, or soiling; and storage spaces shall be amply stocked with supplies upon completion of cleaning and re-stocking custodial storage spaces.

J. Contractor shall be responsible and take all risk of loss, damage or theft of any supplies and equipment stored at each location.

K. Contractor accepts risk of loss or damage for equipment stored on County property.

L. The Contractor shall comply with fire regulations.

4.29. Subcontracting

Contractor's sub-contractors shall abide to the same requirements herein.

4.30. Supplies and Materials

A. Contractor shall provide all necessary supplies, including but not limited to air fresheners, automatic air refresher refills, urinal blocks, soaps, hand sanitizer, polishes, cleaners, cleansers, degreasers, mops, brushes, brooms, solvents, paints, all paper products, trash can liners of various sizes and weights, batteries for automatic dispensers, liners, toilet tissue (minimum two ply), and a certified MRSA combating germicidal type hand soap to all locations that have dispensers.

B. Scent free hand soap, hand sanitizer, feminine products, deodorizers, and paper products provided must be the proper size and type for the existing dispenser(s).

C. An additional one-day supply is to be stored on-site and available for use by building occupants when required.

4.31. Terrazzo Flooring

4.32. Terrazzo Flooring is located in the Executive Offices in Terminal 4.

A. Terrazzo flooring shall be scrubbed/buffed daily. There shall be an absence of marks, spots, stains, and chewing gum.

B. The reflectance and protective finish shall be uniform gloss without streaks, swirls or visible scratches.

C. The floor shall be stripped and re-sealed annually in accordance with the National Terrazzo & Mosaic Association (www.NTMA.com).

D. The Contractor shall maintain a written floor maintenance log that details the number of coats applied as the base and topcoats and the duration of stripping and re-coat cycles. Copies of the maintenance log shall be provided to BCAD upon request.

4.33. Tools and Equipment

A. Contractor shall furnish all tools and equipment necessary for complete performance of this Agreement. A list of tools and equipment to be used on this project must be submitted with the proposal. Any time different types of tools and equipment are introduced during the period of the Agreement must be reported to the CA.

B. Contractor shall not use steel wool, powdered cleansers, brushes, dusters, rags, or waste materials, which leave dust, nor any material containing silicon on or around electronic equipment.

C. County reserves the right to refuse the use of any tools or equipment it deems ineffective or harmful to surfaces, fixtures and/or building occupants. The cost of any damage or harm caused by defective or inferior tools and equipment or using such defective or inferior tools and equipment shall be deducted from the Contractor's monthly invoice.

4.34. Uniforms

- A. Contractor's employees shall be dressed in a uniform that must meet the approval of the CA and is acceptable to County. The Contractor shall submit samples of the uniforms to the CA for approval prior to commencement date.
- B. Uniforms shall consist of a collared shirt or blouse, and long pants or a dress/skirt.
- C. The shirt or blouse shall have the 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, 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 also have the company logo in the front.
- D. Contractor shall have its personnel wear clean uniforms which have not been contaminated by other cleaning duties.
- E. No advertising and/or slogans shall be printed on uniforms.
- F. The Contractor shall ensure every employee wears the appropriate uniform in a professional manner while working on the job site.
- G. The uniform must meet or exceed all safety related standards.
- H. As part of their uniform, the Contractor's employees must display the Airport photo identification security badge on their outer most garments.
- I. Uniforms must be supplied and maintained by the Contractor at no cost to County.
- J. An employee may be sent home if it is determined that he or she is not dressed in full uniform.

4.35. Vehicle Requirements

Contractor must have a vehicle capable of transporting trash/recyclables to its designated container. The vehicle operator(s) must be an employee of the Contractor.

4.36. Vehicle Registration and Parking

- A. The Contractor must register all company vehicles used for this Agreement with BCAD.
- B. Parking shall be provided for official company vehicles only.

C. The Contractor shall be responsible for monitoring and removing employees' vehicles that may be under repair, stalled, or abandoned on Airport premises.

D. All Contractor vehicles must display the company's name and logo on the front doors (both sides).

5. PERFORMANCE AND STANDARDS

5.1. Performance Based Agreement

A. Contractor is required to provide all services and supplies of sufficient quantity and quality to achieve the quality performance standards prescribed in the specifications herein at the prices stated. Specific tasks and the frequency of their performance are proposed in the FREQUENCY AND PROCEDURES FOR CLEANING section of this Scope of Services. These frequencies are minimum average requirements to achieve the performance desired. Contractor represents that it has used its professional experience and best judgment to determine the actual quantities of labor and materials required to meet the performance specifications found in this Agreement.

B. Due to conditions/environment at some locations, Contractor may need to increase the frequency of the tasks to keep the facilities neat and clean in accordance with the performance standards stated herein. Any increase in labor and materials that may be required to meet the performance specifications shall be at no additional cost to County.

5.2. Compliance with Performance Standards

A. Contractor shall be required to clean each facility subject to this Agreement to a neat and clean condition satisfactory to County and in accordance with the specifications and standards set forth in this Agreement. The CA shall monitor Contractor's performance.

B. All questions of Contractor concerning the quality or acceptability of materials used, work performance, the manner of performance and progress meeting the requirements of the Agreement shall be taken to the CA.

5.3. Periodic Quality Conformance Evaluation

A. All work performed under this Agreement shall be inspected on a regular basis. The inspection frequency shall generally be determined by the success the Contractor achieves in meeting the required quality standards. The CA may perform a quality conformance evaluation at any time including if the quality of service appears to deteriorate.

B. Four (4) consecutive inspections receiving three or more deficiencies shall be considered non-compliant and could be deemed by County, at County's sole discretion, to be an event of breach and subject to termination for non-performance, in accordance with the termination provisions of the Agreement.

5.4. Inspection Areas

County shall inspect and evaluate Contractor's performance in the following areas of services:

1. Hard Flooring
2. Carpeted Flooring
3. Terrazzo Flooring
4. Restrooms
5. Sidewalks and Stairwells
6. Entrances and Exits
7. Glass
8. HVAC Vents / Diffusers
9. High Cleaning and Dusting
10. General Cleaning

5.5. Contractor Quality Control Program

A. The Contractor shall develop and maintain a quality control program to ensure the requirements of the Agreement are provided as specified.

B. The program must include a method of identifying and correcting deficiencies in the quality of services before the service becomes unacceptable.

C. The Contractor shall maintain a file of all inspections conducted and the corrective actions taken.

5.6. Quality Assurance

A. BCAD staff shall monitor the Contractor's performance under this Agreement using the quality assurance procedures as specified.

B. The monitoring of the Contractor's performance is vested in the CA and/or its designee(s). All questions concerning the quality or acceptability of materials used, the work performed, the manner of performance, and progress being made in meeting specification requirements shall be determined by the CA.

C. The CA shall communicate work requests or deficiency reports to the Contractor via e-mail or telephone.

D. Complaints are to be corrected within five (5) business days of formal complaint. Written response to the CA is required. Failure to properly resolve complaints within five (5) business days may result in the termination of this Agreement.

E. The CA and other personnel appointed or assigned by the BCAD Maintenance Division are responsible for inspections and monitoring of all Contractor work performed to ensure compliance with Agreement requirements.

F. Each phase of janitorial services rendered under this Agreement is subject to inspection, both during and after completion of work.

G. County's quality assurance (inspections/evaluations) is not a substitute for adequate and consistent quality control (manpower supervision / control / resource management) by the Contractor.

H. County always has the right to inspect the Contractor's records, services performed, workmanship, and materials furnished and utilized in the performance of such services to the extent practical. Inspections shall be conducted in a manner that shall not unduly interrupt or delay the Contractor's work.

I. The Contractor's supervisory personnel shall make themselves available on any given day for an inspection tour of the premises.

J. Facility inspections shall be made to compare Contractor's performance to Agreement specifications and procedures. The methods of inspecting may include:

1. Random sampling
2. 100% inspection
3. Unscheduled inspection
4. Inspections in response to customer complaints

K. County is not restricted to any certain type of inspection. The CA may adopt or change inspection method(s), quality assurance procedures, and increase or decrease the degree of inspection based upon Agreement modifications, lessons learned, technological changes, inspection documentation and changes to Contractor's quality control system.

L. Performance of a listed service shall be accepted when Contractor's work meets Agreement provisions, standards, and specifications.

M. If the Contractor is required to correct or re-perform work, it shall be at no cost to County, and any services corrected or re-performed by the Contractor shall be subject to the provisions contained herein to the same extent as work initially performed. Corrective actions shall be completed within forty-eight (48) hours.

N. Contractor's performance shall be deemed not to meet Agreement provisions when such is not performed in accordance with approved work schedules, tasks are not performed in accordance with standards or specification, tasks are not performed within the allowed time frame, or work is not completed in its entirety. Under such conditions, Contractor's performance shall be considered to be defective, and work shall be rejected.

O. The rights and remedies of County, as described herein, are in addition to all other rights and remedies contained in the Agreement or which are otherwise available to County as a matter of law. Without limiting any other County remedy, County, through its CA, shall have the right to require Contractor to re-perform work not performed to its satisfaction at no increase in the Agreement amount. Contractor shall not be relieved of full performance of the work and may be terminated for cause based upon inadequate performance.

P. When defects in service may not be or are not corrected by performing the service again, the CA may require the Contractor to take the necessary action to ensure that future performance conforms to Agreement requirements and reduce the monthly payment to reflect the reduced value of the services performed, as determined by the CA.

5.7. Remedies for Non-Performance by Contractor

In the event of non-performance by Contractor, the following options are available to County:

1. The CA may notify Contractor of non-performance and allow Contractor to correct such item of non-performance within reasonable amount of time but not to exceed forty-eight (48) hours.
2. If the Contractor fails to promptly perform the services within the time specified by the CA, not to exceed forty-eight (48) hours, or if Contractor fails to take the necessary action to ensure future performance is in conformity with Agreement requirements, County, through BCAD may perform the services (by agreement or otherwise) and set-off payment to Contractor for any cost of County related to the performance of such service. Upon any such failure to perform by the Contractor, County may correct the item of nonperformance by any means it deems necessary. Direct cost incurred by County, including but not limited to the cost of County's own work force, for the correction shall be deducted from payment made to Contractor.
3. If Contractor fails to maintain schedules as approved by the CA, or if in the opinion of the CA, the Contractor's work methods are not adequate to ensure completion of the work per the allotted schedule, the CA may direct the

Contractor, at no additional cost to BCAD, to revise the work schedule and/or use additional personnel to ensure completion of the work in a timely manner.

5.8. Renewal Evaluation

Results achieved by Contractor on County's periodic performance evaluation may be considered by the Purchasing Director when making a recommendation to renew the Agreement with County, or when evaluating Contractor for consideration for future agreements.

5.9. Addition/Modification of Locations or Services

A. County reserves the right to add locations to this Agreement as additional locations may be acquired or required by BCAD. Locations to be added may include, but are not limited to, expansions or additions to existing facilities and acquisition or construction of new properties. If County makes significant structural changes to an existing facility that impacts Contractor's cost in providing the janitorial service anticipated by this Agreement such change may be treated as a new facility.

B. In the event County wishes to add locations under the Agreement, a quotation may be solicited from the Contractor in good standing for the new location.

C. Pricing shall be negotiated by the CA and a Purchasing representative, based upon pricing in the Agreement for a location with similar requirements. If County is not satisfied with the results of the negotiation, County may solicit proposals from other contractors currently providing service to other groups under comparable County janitorial agreements.

D. Any adjustment in price must be approved by the County through a written amendment to the Agreement.

5.10. Termination of Locations

In the event County shall sell, vacate, abandon, or otherwise dispose of or terminate a location to which this Agreement applies, all existing contracts or agreements or services applicable to such location, the portion of this Agreement that applies to such location is so terminated. County shall endeavor to give Contractor written notice of such termination of locations a minimum of fourteen (14) days in advance.

5.11. Non-Specific Tasks/Optional Services

The Contractor may be asked to perform miscellaneous activities as directed by the CA using Contractor's staff on shift. These activities may include but not limited to preparing space for new tenants or cleaning an area after space has been vacated. Should

a task require additional staff, services, or equipment then it shall be based on the optional service hourly rate.

5.12. Employees Confidentiality Training and Certifications

All personnel providing service at the Airport are subject to Federal confidentiality standards and must have completed training and certification for such. The CA may request proof of an employee's or all employees' training records at any time during the period of this Agreement.

5.13. Employee Safety Practices

A. Contractor must take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs because of fault or negligence of Contractor's employee or sub-contractor.

B. Contractor shall provide and use adequate barricades and signs to cordon off hazardous work areas and/or to provide sufficient warning prior to, during and after the performance of services. All generally accepted and government required safety practices shall be followed.

5.14. Gratuities/Solicitations

A. The Contractor shall establish, implement, and maintain procedures and controls adequate to prevent its employees from providing any services other than that which is defined in the Agreement.

B. No employee of the Agreement shall solicit or accept any gratuities at County facilities.

5.15. Personal Hygiene

A. Contractor shall ensure that all employees practice good personal hygiene habits.

B. Excessive use of perfumes and/or colognes is discouraged.

C. All body odor complaints shall be addressed immediately with Contractor's employee by Contractor and documented accordingly. Should an employee receive three documented occurrences, the CA may request removal of said employee from the staffing team.

6. FREQUENCY AND PROCEDURES FOR CLEANING

Broward County Aviation Department's desire is to have a first-class facility that gives employees and the public an experience that is amiable and gives a positive impression of the Airport facilities. Duties shall be designed to keep all areas as clean as possible daily. The following

are minimum requirements. During the Agreement Term, should inspections reveal the need for more frequent attention to some tasks, the Contractor shall adjust their schedule accordingly at no additional cost to County.

6.1. Cleaning Procedures

Contractor shall develop and implement procedures to avoid exposure of building occupants to potentially hazardous chemicals that adversely impact air quality. Contractor shall minimize cross-contamination of regularly occupied areas by chemical pollutants. In accordance with Agreement specifications, Contractor shall regularly maintain permanent entryway systems (grills, grates, walk off mats etc.) to capture dirt, particulates, etc. from entering the building at all high-volume entryways. Where chemical use occurs (including housekeeping storage areas) maintain practices to ensure that chemical contaminants are adequately dispersed without entering occupied areas. Ensure that drains plumbed for appropriate disposal of liquid waste are used where water and chemical concentrate mixing or disposal occurs to provide environmentally appropriate disposal of liquid waste. When performing maintenance cleaning, custodians should use as little cleaning product as possible to effectively clean the area. When using deep-cleaning products, custodians should carefully apply a minimal amount of the product and allow time for the product to work rather than applying additional product.

6.2. Disinfecting

Disinfecting procedures shall follow the Centers for Disease Control and Prevention's (CDC) recommended two-step process of thoroughly cleaning surfaces first and then utilizing an approved disinfectant in accordance with the manufacturers' instructions (<https://www.cdc.gov>). In addition to regular cleaning and disinfecting procedures, an electrostatic sprayer shall be used with an EPA/CDC registered and approved disinfectant. Electrostatic spraying shall be performed to minimize and prevent the spread of bacteria, germs, and viruses. Special attention for electrostatic spraying must be given to all germ and virus prone areas, such as restrooms, breakrooms, kitchens, conference rooms, etc. All areas will be disinfected following strict adherence to the most recent CDC guidelines.

A. Daily:

1. Restrooms (include electrostatic sprayer)
2. Touch points
3. Kitchens/breakrooms (include electrostatic sprayer)
4. Conference rooms (include electrostatic sprayer)
5. Lobby/Waiting areas (include electrostatic sprayer)
6. Elevators

B. Monthly:

1. Electrostatic spraying in ALL areas
2. Office areas
3. Open spaces
4. High traffic areas
5. Common areas
6. Walls
7. Ceiling tiles
8. Floors

6.3. Final Appearance

Trash shall be removed, all surfaces disinfected, no streaks, marks, detergent residue, dirt accumulations, or soiling on any kitchen or coffee room surface, and dispensers full upon completion of cleaning all areas of the facility.

6.4. Building Surface Maintenance

Building surfaces include interior and exterior doors, hardware, walls, partitions, trim, handrails, stair rails, balusters, baseboards, frames, windowsills, ledges, mirrors, grills, light fixtures, restroom fixtures, and other horizontal surfaces. The building envelope above the floors shall be the Contractor's responsibility including walls ceilings and attached items that are structural or decorative. Pressure wash as required for specialized cleaning requirements.

6.5. Ceiling Cleaning

Ceilings and ceiling tile shall be restored to "like-new" or "near-new" appearance leaving no dust or degradation to acoustical properties of the ceiling. Use agents that shall be safe for use on ceiling vents, light fixtures, grids, and other ceiling fixtures. Notify BCAD of any ceiling tiles and/or vents that need to be replaced.

6.6. Cleaning and Disinfecting

Clean and disinfect doors, walls, partitions, trim, baseboards, handrails/stair rails, frames, windowsills, ledges, and horizontal surfaces including their component parts to be clean and free from all dirt, dust, film, streaks, smudges, lint, and cobwebs. Restroom/locker room wainscots, stall partitions, doors, and walls shall be free from stains, graffiti, spots, streaks, and cobwebs. Clean baseboards according to the schedule, and after each stripping, scrubbing or refinishing activities. The base of walls where the floor meets the wall shall be free from splashes, dirt, cobwebs, finish buildups streaks, and crevice accumulations of dirt.

6.7. Damp-Wiping

Damp-wipe surfaces to be free of dirt, dust, marks, film, streaks, smudges, lint, cobwebs, and debris.

6.8. Drinking Fountains

Remove all soil, mineral deposits, streaks, and smudges from the drinking fountains and cabinets, and disinfect all surfaces including the orifice and drain. Remove soil and dust from air vents. The entire drinking fountain shall be clean, disinfected, and free of any soil, mineral deposits, streaks, detergent residue, and debris upon completion of cleaning drinking fountains.

6.9. Dusting and High Dusting

Dusting and high dusting includes all surfaces from the finished floor up to eight (8) feet. Remove dust, dry soil, lint, litter, and cobwebs. This includes, but is not limited to the structure, furniture, and equipment surfaces, horizontal, vertical and under surfaces, corners, crevices, moldings, and ledges. Do not disturb items on top of the desk. All surfaces eight (8) feet from the top of the floor surface and below shall be uniformly clean, free of dust, dry soil, lint, litter, and cobwebs upon completion of dusting.

6.10. Dusting - Overhead

Remove dust, dry soil, lint, litter, and cobwebs from all surfaces more than eight (8) feet above the finished floor. Surfaces shall be uniformly clean after high dusting. Overhead dusting includes but is not limited to ceiling surfaces, wall/ceiling junctures, light fixtures, ventilation louvers, HVAC supplies and exhausts, overhead signs, mirrors, sills, ledges, globes, shades, plastic type panels, blinds, and exposed architectural design beams. Ventilation louvers, grills, and panels shall be cleaned by damp wiping, dusting, washing, or vacuuming with appropriate agents and equipment. Clean and replace removable light filters or shades (egg crates, diffusers, etc.) according to schedule using appropriate cleaning agents. Use caution when cleaning delicate structures.

6.11. Emergency and Special Occasion Cleaning

During operations on occasions there are special circumstances that require everyone to step out of their regular duties to maintain services. The Contractor shall be required at no additional cost to County to utilize labor on duty to assist with emergency situations with clean up or other required services. For any emergency services and special occasions requiring additional labor, the Contractor may request additional charges in accordance with the optional rates submitted for this Agreement.

6.12. Entrances

Entrances, lobbies, corridors, docks, ramps, stairwells, and risers of entrances shall

be cleaned and policed for the removal of dirt, mud, trash, and litter. Clean the exterior walls in entrance areas, up to eight (8) feet from the top of the entrance floor surface. Clean items such as mats, surfaces under mats, and foot scrapers. All glass doors and glass panels adjacent to glass doors shall be cleaned. All entrance surfaces and entrance mats shall be clean and free of any soil, streaks, and debris upon completion of cleaning entrances. Return mats to their original positions.

6.13. Furniture and Fixtures - Clean and Polish

- A. Furniture/Furnishing: Remove all soil and dust from office desks, chairs, file cabinets, tables, stands, directories, and other furnishings. (Wood doors shall also be considered furniture for this service). Clean and polish wood furnishings with a wood polish, using no water or detergents. Vacuum all cloth-upholstered furniture, including under and between cushions. Clean upholstered furniture with an approved spot cleaner and detergent to remove soil that cannot be removed by vacuuming. Clean synthetic-covered furniture with vinyl cleaner. All surfaces of furniture and fixtures shall be free of dust, soil smears, smudges, streaks, stains, and excess polish upon completion of cleaning furniture and fixtures.
- B. Counters/Tables: Polish the fronts and tops of all counters with a non-abrasive product.
- C. Telephones: Dust and damp wipe with a non-toxic, non-irritating solution. Handset containing the ear and mouth pieces shall be wiped with a clean cloth dampened with a non-toxic, non-irritating germicidal solution.
- D. Upholstered Furniture: Use a foaming type upholstery shampoo equipment to shampoo and/or remove stains and to apply a soil retardant to the fabric portions of seats. Pre-test the compatibility of the shampoo with the fabric by applying a small amount to a detached swatch of the material, if available, or to a small, inconspicuous part of the fabric on the furniture. All brushing and vacuuming, both before and after shampooing shall be repeated until there is no longer evidence of soil and shampoo residue in the fabric. Chewing gum and other gummy soils shall be removed with aerosol fluorocarbon gum remover, putty knife, and/or a stiff bristled utility brush. Any areas of the fabric which are inaccessible to the equipment shall be shampooed with foam from the machine and manual scrub. Non-fabric parts of the furniture are to be wiped with neutral detergent and a clean cloth or sponge to remove shampoo residue and dry soil.
- E. Metal: Remove all tarnish, clean and polish: brass, stainless steel, and nonferrous metal, push plates, kick plates, door hardware, name plates, protective and ornamental plates and flanges, railings, furniture, fixtures, and similar items. Apply metal polish by cloth to surfaces being cleaned or polished. Do not spray directly on metal surfaces to reduce any slip hazard caused by such

agents drifting onto floors. All metal surfaces shall be free of dust, soil, smears, tarnish, smudges, streaks, stains, and excess polish; and be clean and bright upon completion of polishing metal.

6.14. Trash/Recyclables

A. Trash and recyclables from FLL collected by Contractor shall be transported in the Contractor's vehicle to the nearest available FLL trash site (Aviation Maintenance Facility, Aviation Security Building, or South side of the Rental Car Center).

B. Trash from waste receptacles and restrooms are segregated from recyclables by using black liners. Clear trash liners are used for all recycling containers.

C. Empty and return all trash containers of any type and size to their original positions. Remove bulky items such as rolls of plans or cardboard boxes that are placed by to trash containers and clearly marked as trash. Clean spills and foreign substances from all surfaces of the trash container. Replace plastic bag liners in all trash containers after each servicing. Empty trash and rubbish into a designated dumpster or receptacle to avoid littering adjacent areas. Clean up any spill or litter generated by Contractor work operations. All trash containers and the areas adjacent to trash containers shall be free of trash, spills, foreign substances; a clean, new trash liner shall be placed in the container; and all trash shall be placed into the designated dumpster upon completion of trash removal. Trash and recycle containers shall be wiped clean each time they are emptied.

D. Waste Baskets and Outside Ash Trays: Empty and wipe with a chemically treated or damp cloth. If waste baskets become unduly soiled, they must be washed. Contractor shall furnish plastic liners for wastebaskets.

6.15. Glass and Mirror Cleaning

Glass surfaces include windows and mirrors, display cases, and cabinets, building directory board enclosures, picture frame enclosures, and glass panels within or adjacent to interior and exterior doors. Glass and mirrors shall be without streaks, film smudges, deposits, and stains and be uniformly bright in appearance. Adjacent surfaces shall be wiped clean. Frames, casings, sills, and ledges shall be free of soil, dirt, tape, tape residue, smudges, or splash marks. Splashed glass cleaner, drip marks, and all other types of soil streaks shall be removed from all adjacent surfaces such as walls, frames, casing, and trim.

6.16. Metal Cleaning and Polishing

Clean and polish metal surfaces to be clean and bright and without deposits or tarnish. Remove metal cleaner quickly from adjacent surfaces. Apply cloth to surfaces

being cleaned or polished. Do not spray directly on metal surfaces to reduce any slip hazard caused by such agents drifting onto floors.

6.17. Pressure Washing/Cleaning

Use of water sprayer/washer under pressure, with biodegradable detergent, degreaser, or chemical treatments in conjunction with scrapers, brushes, etc. to remove gum, grease, oil, and other substances stuck to concrete floors, walls, overhangs, walkways, and rails. If the high-pressure method shall result in damage to paint, structures, etc. it must be substituted by a method that shall effectively clean areas described without any resultant damage.

6.18. Reducing Airborne Dust

Dust with a vacuum cleaner equipped with non-conductive type nozzles and brushes in areas where airborne dust cannot be tolerated, such as computer rooms, clean rooms, data processing rooms, electronics rooms, telephone equipment rooms, security check points and other areas containing precision equipment.

6.19. Sidewalk Cleaning

All exterior sidewalks are to be cleaned and/or policed daily. Heavy cleaning shall be scheduled after normal business hours.

6.20. Spot Cleaning

Spot clean is cleaning a smaller surface area within a total surface area and is to be free of all stains and deposits. Spot clean soiled areas when policing carpeted areas. Surfaces shall be substantially free of marks upon completion of spot cleaning.

6.21. Entrances, lobbies, halls, stair wells, public and common areas - Frequency & Procedure for Cleaning:

A. Daily:

1. Clean all hard-surfaced floors.
2. Damp wipe and disinfect all surfaces of furniture, fixtures, walls, partitions, doors, door handles, etc.
3. Sculptures, pictures, and other works of art shall be dusted daily. These objects may be added at any time.
4. Empty waste receptacles as necessary. Replace disposable plastic liners every time trash is removed from receptacle.
5. Clean trash receptacles with a cloth dampened with cleaner/disinfectant solution every time the receptacle is emptied.

6. Dust all furniture, sills, and ledges with a lightly treated dust cloth or short-handled duster, dust vertical surfaces only as dust tends to accumulate.
7. Clean all water fountains with cleaner/disinfectant solution and wipe dry with a clean cloth.
8. Spot clean all stainless-steel surfaces daily with an approved stainless-steel cleaner.
9. Spot clean walls, doors, ledges, and other surfaces with cleaner/disinfectant and a clean cloth.
10. Vacuum and clean "walk-off" matting at entrances daily; move matting to one side and clean the floor underneath where possible.
11. Remove chewing gum and other stubborn materials from the floor as soon as it is discovered.
12. Remove heavy or wet soil from floors by "spot-mopping" or extraction.
13. Spot-clean all windows at eye level and glass doors at entrances. Clean the glass surfaces with a glass cleaner and a clean cloth. Wipe dry glass surfaces to avoid streaks on the surface. Clean and dry the metal parts of the windows and doors with a cleaner/disinfectant solution.
14. Vacuum carpeted areas that have debris. Use carpet spot cleaning chemicals to remove soiled and stained areas daily.
15. Return all furnishings to their original positions after cleaning.
16. Align all furniture to its original position each day.
17. Restrooms must be cleaned daily.
18. Sidewalks shall be cleaned each day of service, picking up litter and debris within four (4) feet of the edge of all sidewalks.

B. Weekly:

1. Vacuum all flooring.
2. Clean all aluminum/stainless steel.

C. Monthly:

Clean HVAC ceiling vents with a vacuum, wipe down with clean damp cloth where applicable.

D. Quarterly:

1. Clean all carpeting using the hot water extraction method. Clean all carpeting using the hot water extraction method. The extraction cleaning shall be scheduled with approval by the CA or its designee. Contractor shall hot water extract heavily used areas as often as it takes to sustain clean carpet.

2. Speaker grills, fluorescent light diffusers or other lighting fixtures shall be cleaned quarterly or more frequently if necessary.

3. Overhead dusting.

E. Semi-Annually:

1. Buff and restore hard floors.
2. Strip, seal and wax hard floors.

F. Annually:

1. Strip and reseal terrazzo floors.
2. Use approved product and follow The National Terrazzo & Mosaic Association recommendations (www.NTMA.com).

6.22. General Offices – Frequency & Procedure for Cleaning

A. Daily:

1. Empty all waste receptacles into the waste collection container being careful not to drop any of the trash onto the floor. Wipe any soiled containers with a cloth dampened with cleaner/disinfectant solution. Replace plastic trashcan liners if soiled or at least once a week.
2. Dust all surfaces in the assigned areas with a lightly treated dust cloth or short-handled duster. Do not disturb any papers lying on desks or tables.
3. Clean all telephones with a cloth dampened with cleaner/disinfectant solution. Do not spray the cleaner/disinfectant solution directly onto the telephone.
4. Spot-clean all glass in doors and partitions using a glass cleaning solution and a clean, lint free cloth. Repeat the operation if “streaks” appear on any of the surfaces being cleaned.
5. Clean water fountains with cleaner/disinfectant solution and a clean cloth. Flush the surface of the water fountain with clear water and dry thoroughly with a clean cloth.
6. Dust mop uncarpeted floor surfaces with a treated dust mop. Use the proper sized mop for the area being cleaned. Pick up trash. Spot-mop with a damp mop and a neutral detergent mopping solution to clean heavily soiled areas or to remove sticky residue.

7. Vacuum traffic areas of carpeted floors.
8. Follow spot removal procedures for carpet maintenance.
9. Return all furnishings to their original positions after cleaning.
10. Report items requiring maintenance to BCAD for prompt repair.

B. Weekly:

1. Vacuum all areas of carpeted floors (to include areas under and around furniture and along the edges of the walls).
2. Dust vertical surfaces using a lightly treated dust cloth or a short-handled duster.

C. Monthly:

1. Dust and damp wipe blinds.
2. Dust picture frames with a lightly treated dust cloth or short-handled duster.

D. Quarterly:

1. Clean all carpeting using the hot water extraction method. Clean all carpeting using the hot water extraction method. The extraction cleaning shall be scheduled with approval by the CA or its designee. Contractor shall hot water extract heavily used areas as often as it takes to sustain clean carpet.
2. Speaker grills, fluorescent light diffusers or other lighting fixtures shall be cleaned quarterly or more frequently if necessary.
3. Overhead Dusting.

E. Semi-Annually:

1. Buff and restore hard floor; heavy traffic areas may require more frequency.
2. Strip, seal and wax hard floors; heavy traffic areas may require more frequency.

F. Annually:

1. Strip and reseal terrazzo floors.
2. Use approved product and follow The National Terrazzo & Mosaic Association recommendations (www.NTMA.com).

6.23. Conference Rooms and Break Room/Kitchens – Frequency & Procedure for Cleaning

A. Daily:

1. Empty all waste receptacles into the waste collection container. Avoid spilling the trash onto the surrounding surfaces. Spot-clean the waste cans with a cloth dampened with cleaner/disinfectant solution.
2. Clean sinks, chrome hardware and wall areas around the sinks with a cloth and cleaner/disinfectant solution. Use a clean, dry cloth to wipe all polished surfaces dry to prevent water spotting.
3. Clean all telephones with a cloth dampened with cleaner/disinfectant solution. Do not spray the cleaner/disinfectant solution directly onto the telephone instrument itself. Spot-clean all glass in doors and other glass surfaces using a glass cleaner.
4. Remove spots and soil from walls, doors, door frames, and furniture designed to be cleaned with a mild detergent solution. Rinse with clear water after cleaning and dry thoroughly.
5. Dust mop hard-surfaced floors with a treated dust mop. Pick up accumulated soil with a counter brush and dustpan.
6. Vacuum the traffic patterns on carpeted floors daily. Note the areas that need spoting with a spot removal chemical. It is essential that soiled areas on carpets (usually the results of coffee or soft drink spills) be cleaned as quickly as possible after becoming soiled.
7. Spot-clean fabric covered furniture with the carpet spoting kit.
8. Clean exterior of appliances, cabinets and countertops with a cloth dampened with cleaner/disinfectant solution. Do not spray the cleaner/disinfectant solution directly onto the appliance or countertop.
9. Return all furnishings to their original positions after cleaning.
10. Report items requiring maintenance to BCAD for prompt repair.

B. Weekly:

1. Damp mop all hard surface floors with a neutral detergent solution.
2. Vacuum all carpeted floors (including areas under and around furniture and along the edges of the wall).
3. Spray-buff scuffed, marked, or dull areas of floors that are coated with floor finish. Dust mop after spray-buffing to remove loose particles of floor finish generated during the spray-buffing operation.

4. Vacuum all furniture, using a tank vacuum with a crevice tool paying particular attention to seams and crevices.
5. Dust horizontal surfaces of furniture, sills, shelves, ledges, and air conditioning vents with a lightly treated dust cloth or short-handled duster.
6. Dust vertical surfaces of furniture, etc., using a lightly treated dust cloth or short handled duster.

C. Monthly:

1. Dust and damp wipe blinds.
2. Dust picture frames with a lightly treated dust cloth or short-handled duster.

D. Quarterly:

1. Speaker grills, fluorescent light diffusers or other lighting fixtures. shall be cleaned quarterly or more frequently if necessary.
2. Overhead Dusting

E. Semi-Annually:

1. Buff and restore hard floors.
2. Strip, seal and wax hard floors.

F. Annually:

1. Strip and reseal terrazzo floors.
2. Use approved product and follow The National Terrazzo & Mosaic Association recommendations (www.NTMA.com).

6.24. Restrooms – Frequency & Procedure for Cleaning

A. Daily:

1. Remove trash
2. Clean mirrors
3. Use hot water extraction method for cleaning carpets in restroom entrances and vestibules
4. Sweep non-carpeted floor
5. Wet-mop non-carpeted floors with a germicidal detergent
6. Machine scrub floors that cannot be completely cleaned by wet mopping with a germicidal detergent
7. Spot Mop
8. General cleaning
9. Fill paper products, and soap dispensers

10. Clean and disinfect all surfaces of fixtures and toilet and bath accessories
11. Clean and disinfect all surfaces of partitions, stalls, stall doors, and wall areas adjacent to wall-mounted lavatories, urinals, and toilets
12. Clean and fill dispensers as needed (soap, toilet tissue, seat covers, air fresheners, etc)
13. Damp clean and disinfect all interior and exterior surfaces of toilet bowls, urinals, lavatories, showers, showerheads, dispensers, soap dishes, and other such surfaces
14. Damp clean and disinfect all surfaces of shower curtains and doors
15. Damp clean and disinfect all exterior surfaces of lockers
16. Flush cleaning chemicals through the traps daily to reduce accumulation of scale
17. Clean and disinfect interior and exterior surfaces of sanitary napkin receptacles, and replace plastic bag liner with a new liner
18. Clean and flush floor drains with germicidal detergent, followed by a second flushing with clean rinse water
19. Clean wall and ceiling vents and air-intakes, removing lint and dust
20. Clean and scrub all tile floors with a germicidal disinfectant cleaner
21. Clean and fill paper towel dispensers
22. Clean and disinfect exterior surfaces of automatic hand dryers
23. Pour water down the floor drains to ensure that the “trap” is full to prevent any sewer gas from escaping through the traps and into the restrooms.
24. Use “CAUTION – WET FLOOR” signs when mopping restroom floors.
25. Report items requiring maintenance to AVMaximo@broward.org and CA.

B. Twice per Month:

1. The restroom shall be deep cleaned on a schedule rotating through the restrooms in an orderly fashion, so all restrooms are deep cleaned twice each month.
2. Use germicidal detergent to clean and disinfect all surfaces of restrooms except mirrors.
3. De-scale toilet bowls and urinals. After de-scaling, the entire surface shall be free of streaks, stains, scale, scum, detergent residue, mineral deposits, and stains.
4. Acid type bowl cleaner shall not be used without written consent from CA.
5. Chrome plated or stainless-steel hardware shall be cleaned with a non-abrasive cleaner.

C. Monthly:

1. Urinal screens and deodorizers shall be refilled or changed.
2. Replace air deodorizers, may require more frequently than monthly.

D. Quarterly:

1. Speaker grills, fluorescent light diffusers or other lighting fixtures shall be cleaned quarterly or more frequently if necessary.
2. Overhead Dusting.

E. Semi-Annually:

1. Buff and restore hard floors.
2. Strip, seal, and wax hard floors.

F. Annually:

1. Strip and reseal terrazzo floors.
2. Used approved product and follow The National Terrazzo & Mosaic Association recommendations (www.NTMA.com).

6.25. Elevators - Frequency & Procedures for Cleaning

A. Daily:

1. The interior of the elevators can be cleaned as any other room by cleaning the floors, walls and ceilings with a cleaning chemical that meets the finish in the elevator.
2. Clean the entrance door floor tracks.
3. Use a non-oil based stainless steel cleaner/polish on all stainless-steel surfaces after removing soil.
4. Clean handrails.

6.26. Stairwells – Frequency & Procedures for Cleaning

A. Daily:

1. Spot clean walls and stairwell doors on each floor with a cloth and neutral detergent solution.
2. Clean risers and baseboards (and on occasion scuffmarks) with a neutral detergent solution.
3. Collect all litter and trash from the stairwell and dust mop stairs.
4. Remove gum and other resistant materials.

5. Spot mop the stairs and landings with a damp mop using a neutral detergent solution. Use “CAUTION-WET FLOOR” signs when mopping the stairwells. Remove signs when no longer required.
6. Report any loose handrails, bad or loose step treads, or any other item requiring maintenance (and which may present a safety hazard to anyone using the stairs) to the AOCC for further action.

B. Weekly:

1. Clean all handrails and banisters with a cloth wet with cleaner/disinfectant solution.
2. Wet mop the stairwells and landings using a neutral detergent mopping solution. Mop heavily used stairs frequently.
3. Remove spider webs from ceiling and corners.
4. Report any equipment, supplies or other material stored in stairwells to BCAD for removal.
5. Stairwells shall not be used for storage areas.

6.27. Custodial Closets and Equipment – Frequency & Procedures for Cleaning

A. Daily:

1. Clean all housekeeping equipment.
2. Empty all waste collection containers.
3. Spot-clean the doors, walls, and shelves with a neutral detergent cleaner.
4. Clean sinks and walls adjacent to sink with cleaner/disinfectant solution.
5. Arrange supplies on shelves in a neat and orderly manner.

6.28. Mechanical Equipment Rooms – Frequency & Procedures for Cleaning

A. Monthly:

1. Clean all mechanical rooms located within each facility under this Agreement.
2. Remove all trash or debris from the floor.
3. Sweep the floor with a push broom or dust mop.
4. Spot-clean the walls and door surfaces to remove smudges, handprints, etc., using a cloth dampened with a detergent solution.
5. Damp mop the floor in the mechanical equipment room (if it has been sealed and coated with a floor finish) with a neutral detergent mopping solution and spray buff those areas where maintenance of the finish is required.

6.29. Trash Removal

Contractor shall transport all trash to the dumpster/recycling containers on site. No trash is to accumulate in any area at any time.

A. Daily:

1. Check and empty all trash/recyclable containers and replace plastic liners.
2. Clean receptacle as required and place new liner in container.
3. Pick up accumulated trash.
4. Remove litter, trash, or other items off the floor.
5. Remove chewing gum using a putty knife and the chemical supplied for removing gum.

6.30. Air Quality Cleaning

- A. Contractor must provide air quality cleaning monthly.
- B. Contractor must coordinate scheduling of the air quality cleaning with the CA.
- C. Contractor must provide the CA with an email of completion when air quality cleaning is completed.

6.31. Blinds

- A. Clean blinds, including wands and cords, to remove all dust, stains, soil, and smudges as needed but no less than monthly.
- B. Do not stain cords during cleaning.
- C. The blinds, wands and cords shall be free of dust, stains, soil, and smudges upon completion of cleaning blinds.

7. TECHNICAL SPECIFICATIONS

7.1. Equipment Specifications and Standards

- A. General cleaning janitorial personnel shall be equipped with janitorial carts. The style of cart must be approved by the CA and kept neatly always stocked. Carts shall contain at a minimum: cleaning compounds, scissors for clipping carpet running, gum & tar remover, cleaning cloths, and plungers for clearing minor toilet blockages. The cart shall also have a receptacle for accepting the residue of waste cans, cigarette urns, ashtrays and other litter or debris.
- B. County reserves the right to request the replacement of equipment based on appearance, cleaning ability, age, and type. The CA shall review the condition of equipment semi-annually and recommend replacements as necessary.

C. Equipment and tools shall be used in manners that shall not scar or mark walls or other surfaces. Larger equipment and tools shall be equipped with non-marking rubber, vinyl, or plastic tips on the ends of the handles to prevent marking or scarring of walls. All wheeled and moveable equipment shall be equipped with protective non-marking bumpers or guards around the entire perimeter of the equipment to prevent damaging the building structure or other objects. Bumpers or guards shall be properly maintained. Equipment with improper bumpers or guards shall be immediately removed.

D. The Contractor shall maintain adequate quantities of backup to ensure that the minimum quantities of required equipment and tools are always available and in safe and proper operating condition during the performance of the service.

E. Damage(s) caused by Contractor's equipment shall be repaired and paid for by the Contractor.

F. Electrical equipment shall be equipped with a non-marking, 3-conductor, grounded plug electrical cord. All electrical equipment shall be rated to operate on normal 120V-20AMP circuits, unless otherwise approved by the CA.

G. Appropriate equipment, including any required additional safety equipment such as floor signs, temporary barricades and stanchions may be made available on-site when needed.

H. Protective equipment shall be removed from public areas when not in use or not required.

I. Equipment shall be properly maintained and secured when not in use or not required. Carts, trash brutes, brooms, brushes, pans, and mops shall not be left out in hallways or public areas unattended. All equipment shall be cleaned on a consistent schedule.

7.2. Required Specialized Equipment

At a minimum, the below equipment is required to service this Agreement.

1. Vacuum cleaners with high filtration disposable bags and equipped with HEPA filters
2. Wet/Dry Tank Vacuum Cleaners
3. Electro-static Sprayer
4. Carpet extraction machines
5. Pile lifter in conjunction with carpet cleaning procedures
6. Floor machines for non-carpeted floors
7. Janitorial Carts / Maid Carts

8. Brute Barrels – Barrels may not be used inside the buildings unless equipped with wheels
9. Buckets and wringers
10. Information signs (i.e. wet floor signs)
11. Pressure washing equipment

7.3. Chemicals

- A. Cleaning supplies must meet Green Cleaning Standards.
- B. The Contractor shall identify and submit a list of chemicals, quantities on hand, intended use, Material Safety Data Sheets (SDS), applicable specifications, trade name, and manufacturer to the BCAD's CA during Contractor's phase-in with certifications that the chemicals meet or exceed the Agreement requirements. The CA shall be given an email notification when a new cleaning chemical is utilized describing the purpose and area where the new chemical shall be used. Chemical inventories shall be updated quarterly.
- C. Contractor shall use chemicals formulated for long-lasting superlative performance in severe duty environments. Chemicals shall be stored and delivered to the job site in the original labeled containers. Labels shall include the chemical name, instructions for use and hazards. BCAD reserves the right to exclude any cleaning chemical from use by the Contractor.
- D. The Contractor shall furnish all chemicals necessary to perform the services completely and effectively in accordance with the specifications. The chemicals shall be non-toxic, non-reactive and environmentally safe.
- E. The Contractor shall ascertain the appropriateness of all chemicals for their intended use on a surface or material before any actual use. County reserves the right to refuse the use of or direct discontinuance of any product it determines not effective or harmful to surfaces, equipment or personnel. The cost of any damage caused, or corrective maintenance required, deemed to be the result of the use of inferior or inappropriate products shall be deducted from the Contractor's monthly invoice.
- F. Chemical Brands
 1. A list of chemicals to be used on this project shall be submitted to the CA for approval prior to commencement of the Agreement and at any time during the term of the Agreement when a substitute or new product is introduced into the service. All chemicals shall be of equal or better quality than those used by County prior to this Agreement.

2. The Contractor shall submit a list to the CA defining the product use, brand name, manufacturer's complete name, address, and telephone number.

7.4. Chemicals, Storage, and Material Safety Data Sheet

A. The Contractor shall provide the CA with a copy of a SDS as required by OSHA for each type and brand of chemical used in the performance of the services. The Contractor shall maintain a separate file, in their office located at the Airports, with duplicate copies of the form(s) for each chemical used in the performance of the services.

B. Containers:

All chemicals shall be purchased, brought on-site, and stocked in closets in their original containers by the Contractor. The chemicals shall remain in such containers until diluted or mixed for use. All solution bottles and spray bottles shall be safety containers which are safe for handling and their intended use, and they must also be properly labeled.

C. Labeling:

1. All containers containing delicate or fragile items shall be marked to clearly identify this condition. These markings shall be placed on not less than one side or end of the container.
2. Material that requires precautionary warnings shall have affixed to all containers such labels or markings as are prescribed and approved by law, regulatory agency, or this Agreement. The marking or labeling of material containing hazardous or toxic materials, substances, or wastes shall be in accordance with all Federal, State, and local laws, ordinances, rules, and regulations.
3. All chemical containers shall bear their original manufacturer's label which includes the name and address of the manufacturer, instructions for use and any pertinent warnings and safety instructions. All chemical containers must have the manufacturer's quality control batch numbers included on cases or containers. The Contractor shall develop and implement procedures to ensure its employees use chemicals in accordance with the instructions of the chemical manufacturers.
4. All solution bottles and spray bottles shall be labeled with a label provided by its manufacturer or with a photocopy of the label from the chemical container.

D. Prohibited Chemicals:

1. Carpet cleaning agents containing chlorinated solvents are prohibited.
2. Carpet cleaning agents containing optical brighteners are prohibited.
3. No ammonia, bleach, powdered cleanser, or any other similar type of chemical shall be used in the performance of the services without the permission of the CA.

E. Manufacturer's Instructions:

The Contractor shall follow the instructions of the chemical manufacturers in every instance.

F. Slip Resistance:

1. The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non- carpeted floors have a (.5) ASTM slip coefficient or better.
2. The Contractor shall immediately post warning signs and report any observed instances of slippery or slick floors to County.

G. Germicidal Properties:

The Contractor shall use a germicidal detergent that bears the Environmental Protection Agency Registration Number and kills the HIV virus.

H. Chemical Compatibility:

Floor finish, floor finish remover, floor seal, spray buff solution, detergent, and seals must always be compatible and/or be by the same manufacturer.

7.5. Chemicals - Cost

All chemicals shall be purchased and supplied by the Contractor as part of the monthly Agreement price.

7.6. Chemicals - Reporting

- A. Upon award of the Agreement, on an annual basis, and when Contractor makes changes to the chemicals used for this Agreement, the Contractor shall submit a written summary in Microsoft® Word or Excel format describing the intended use and quantity of chemicals used in the performance of the

Agreement. This list shall be forwarded to Broward County's Risk Management Division for approval.

B. Each summary shall be accompanied by a copy of the SDS for each chemical used on the Agreement. The CA shall also conduct meetings to discuss when any new chemicals or materials are to be used in the performance of the Agreement.

C. Contractor shall maintain on-site at the contracted facility a library of SDS sheets for all chemicals and hazardous substances used by Contractor.

D. The Contractor shall update its submittal as changes to chemicals are made.

7.7. Exterior Surfaces

A. Exterior surfaces include sidewalks, four (4) feet out from the sidewalks, concrete building walls, structural piping, curb side signage, metal ceilings, glass, columns, trash and ash cans, wall hung ash urns, benches, decorative art, handrails, elevators, stairs.

B. All areas require specific cleaning methods and must remain in excellent conditions as this is the first impression our customers have of the Airport operations.

C. Removal of trash/debris from sidewalks and smoking areas shall be performed daily.

7.8. Floor Care

Spinning bonnet carpet treatment is prohibited unless authorized by the CA.

A. Chewing Gum Removal:

Chewing gum shall be removed from floors, carpet, sidewalks, or any other surfaces daily with an EPA approved gum removal solvent and a putty knife or another acceptable method approved by BCAD.

B. Carpeted Floors and Rugs:

1. Clean carpet rugs, carpet runners, and carpet mats per manufacturer's specifications.
2. Contractor shall clean carpet spots as they are encountered and shall not wait for the CA to point them out.

C. Vacuuming:

1. Vacuum carpeted floors and rugs with a commercial vacuum cleaner to remove all surface litter, dust, foreign substances, and embedded grit from surfaces including those adjacent to and under furniture, fixtures, trash cans, entrance mats, runners, in corners, abutments, baseboards, stair steps and risers, and on hard surface floors, stairs/landings, stages, and elevators.
2. Carpeted floors and rugs include floor runners, area rugs, carpet entrance mats, and installed carpet.
3. The carpeted floors and rugs shall be free of all detectable soil, embedded grit, litter, and spots.

D. Hot Water Extraction:

1. Water extraction cleaning of carpets consists of pile lifting, spot cleaning, vacuuming, hot water extraction equipment, and re- vacuuming of all carpet.
2. Use equipment, materials, and chemicals specifically designed for water extraction cleaning.
3. Chemicals used for this process shall be pre-approved by the CA.
4. Operate the water extraction equipment over the entire carpeted area.
5. Vacuum the carpet following a pattern that shall give the carpet pile a uniform appearance after allowing sufficient drying time.
6. Carpets shall be free of litter, materials such as paper clips and staples, soil streaks, stains, spots, and embedded dirt and the pile uniform after water extraction cleaning.
7. Return furnishings to their original positions.
8. Certain carpeted areas may require extraction more frequently than others due to different soiling rates, for example, the outside doorways require more extraction than office areas.

E. Dry Compound Method:

1. Removing carpet stains using dry compound equipment and supplies (i.e. Whittaker, Millicare, or Host carpet systems) may be used as an interim method for cleaning carpets.
2. Various commercial dry compound systems are available and may be used for interim or maintenance cleaning if system manufacturer's procedures are followed.

F. Power Pile Lifting Heavy-Traffic Areas:

The use of a power pile lifter in heavy- traffic areas may be used in conjunction with vacuuming to prevent soil compaction and carpet matting.

G. Non-Carpeted Floors

1. Sweep:

- a. Sweep all non-carpeted floors by removing all soil, including dust, dirt, litter, gum, tar, and other substances, including those adjacent to and under furniture, fixtures, trash cans, entrance mats, runners, in corners, abutments, baseboards, stair steps and risers, and on hard surface floors, stairs/landing, stages, and elevators.
- b. Sweep all floors, including areas beneath movable objects smaller than desks or filing cabinets.
- c. The entire floor surface, including in corners and around wall projections, shall be clean and free of all soil, streaks, footprints, and spots.
- d. Sweeping may be accomplished manually or mechanically.

2. Machine Scrub:

- a. Machine scrub soiled floor surfaces that cannot be removed through wet mopping.
- b. Machine scrub floors using a neutral cleaner by operating a floor machine design for scrubbing the floor type and areas that can be reached by moving furnishings; manually scrub areas that are inaccessible with the machine.

- c. Do not leave water or scrubbing solution on the floors longer than necessary to complete the cleaning.
- d. Collect dirty water and rinse the floor clean until it is free of all solution.
- e. Place wet floor caution signs on the floor around the wet area.
- f. All floor surfaces and grout shall be free of soiling, marks, stains, and free of chemical residue.
- g. Use wet/dry tank vacuums to pick up the scrubbing solution and wet mops, buckets, and wringers in areas inaccessible to tank vacuum.
- h. Remove all splash marks on baseboard, furniture, and other such surfaces

3. Buff/Restore Vinyl Tile:

- a. Buff all surfaces of vinyl-tiled floors with machine, accessories, and spray-buff chemical if necessary.
- b. Buff after the floor is swept, heel marks and other marks removed, and the floor wet-mopped and rinsed.
- c. Match the floor finish in the spray-buff chemical to that already on the floor.
- d. Move chairs and other readily moveable items while accomplishing tasks.
- e. Remove spray-buff solution baseboards and furniture.
- f. The entire floor shall have a uniform coating of floor finish and a uniform, glossy appearance, be free of scuffmarks, heel marks, and stains after upon completion.
- g. Return all furnishing to their original positions.

4. Strip/Seal/Wax:

- a. Strip, seal, and wax the floors in accordance with the Custodial work schedule and/or as needed.

- b. Stripping is the complete removal, without damage to the floor surface, of all finish and/or sealer from all visible floor surfaces and from those floor surfaces that may be exposed by the removal of all non-fixed furnishings.
- c. Stripping also includes the complete removal of all marks, scuffs, and stains.
- d. Contractor's stripping chemicals shall comply with the Chemical Specifications for the type of finish and/or sealer being stripped and shall be used in accordance with the manufacturer's directions.
- e. All floor surfaces to which stripper is applied shall be thoroughly rinsed with clean water.
- f. No stripping solution shall remain on baseboards, cove moldings, doors, or other non-floor surfaces.
- g. Use a liquid non-slip water emulsion type floor wax or floor finish on all floor coverings cleaned according to specifications.
- h. Non-slip properties of the floor finish are especially important in public corridors, tenant spaces, and stairwells.
- i. Apply the wax to the floor surfaces with a clean mop only after the floor surfaces are thoroughly cleaned by mopping, scrubbing, or stripping.
- j. Application of wax and sealer is required. The application of excessive amounts of wax shall be avoided and excessive buildup of wax is not permitted. Sufficient wax shall be used to fully protect the floor surface and present a uniform luster and neat, well-kept appearance.
- k. After the finish has dried, the reflectance shall be uniform with no streaks or swirls visible.
- l. When inspection shows a buildup of wax or other deposits of foreign materials or wax over dirt, strip the surface clean and apply new wax.
- m. When inspection shows a wax build-up in corners, edges, or flashed on cove moldings or stainless-steel kick plates, remove the wax buildup.

- n. Return all furnishings to their original positions.

5. Strip & Seal of Terrazzo Floors:

- a. Without causing damage, remove all dirt, removable stains, deposits, debris, cleaning solutions, and standing water.
- b. Floors shall be scrubbed with a floor machine equipped with a stripping pad, except in areas where the use of manual devices is necessary, such as along walls, in corners, etc.
- c. Remove all residue of stripper or water on ledges, baseboards, walls, doors, and other adjacent areas.
- d. Ensure floor has uniform appearance.
- e. Apply sealer in accordance with manufacturer's recommendation.
- f. Ensure enough drying time between the application of each coat.
- g. The reflectance shall be uniform without streaking, swirls, globs, bubbling or yellowing.

7.9. Window/Glass Cleaning

All eye level interior glass is to be cleaned daily with all dirt, dust, handprints as well as any other marks or smudges removed.

(The remainder of this page is intentionally left blank.)

8. LOCATIONS & FREQUENCY FOR ADMIN JANITORIAL SERVICES

All locations are to be serviced once per day, within the designated hours of service, as described in the table below.

Facility Name	Facility Address	Approx. Square Feet	Frequency	Hours of Service	Number of Restrooms
Executive Offices	Terminal 4, 3rd & 4th Floors 300 Terminal Drive Fort Lauderdale 33315	65,625	Sunday thru Saturday (common areas only on Sunday & Saturday)	5 PM to 6 AM	4
Maintenance Facility	3400 SW 2 Avenue Fort Lauderdale 33315	25,600	Sunday thru Saturday	4 AM to 7 AM	5
Security Building	3545 SW 2 Avenue Fort Lauderdale 33315	4,500	Sunday thru Saturday	8 AM to 4 PM	2
Security Credentialing Office	Terminal 1, 4th Floor 50 Terminal Drive Fort Lauderdale 33315	2,100	Monday thru Saturday	8 AM to 4 PM	4
Security Booths at Gates 100 & 101	FLL Airfield Northeast Side of FLL	96 each	Sunday thru Saturday	Anytime	2
Security Booth at Gate 504	FLL Airfield Southeast Side of FLL	96	Monday thru Friday	8 AM to 4 PM	1
Building Code Services FLL Wing	Airport Commerce Park 4101 Ravenswood Road, Suite 101 Fort Lauderdale 33312	4,000	Monday thru Friday	8 AM to 4 PM	2
North Perry Airport Administrative Bldg.	7750 Hollywood Blvd Pembroke Pines 33023	1,575	Monday thru Friday	8 AM to 4 PM	2

Hours of service are subject to change upon request by BCAD to meet occupants' operational needs.

(The remainder of this page is intentionally left blank.)

EXHIBIT B - PAYMENT SCHEDULE

Subject to Section 4.4 of the Agreement, the rates specified below shall be in effect during the Term. 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.

Agreement Year 1:

Location	Approx. Square Feet	Frequency Per Week	# of Restrooms	Invoiced Amount	Annual Not-to-Exceed Amount
Executive Offices (Terminal 4: 3rd and 4th floor)	65,625	7 days (Sunday through Saturday) (Sunday and Saturday: common areas only)	4	\$15,423.50/month	\$185,082.00
Maintenance Facility (3400 SW 2 Avenue Fort Lauderdale)	25,600	7 days (Sunday through Saturday)	5	\$6,933.50/month	\$83,202.00
Security Building (3545 SW 2 Avenue Fort Lauderdale)	4,500	7 days (Sunday through Saturday)	2	\$2,688.50/month	\$32,262.00
Security Credentialing Office (Terminal 1: 4th floor)	2,100	6 days (Monday through Saturday)	4	\$2,688.50/month	\$32,262.00
Security Booth at Gates 100 and 101 (FLL Airfield - Northeast Side of FLL)	96 each	7 days (Sunday through Saturday)	2	\$990.50/month	\$11,886.00
Security Booth at Gate 504 (FLL Airfield – Southeast Side of FLL)	96	5 days (Monday through Friday)	1	\$566.00/month	\$6,792.00

Location	Approx. Square Feet	Frequency Per Week	# of Restrooms	Invoiced Amount	Annual Not-to-Exceed Amount
Building Code Services (FLL Wing: 4101 Ravenswood Rd, Suite 101 Fort Lauderdale)	4,000	5 days (Monday through Friday)	2	\$2,688.50/month	\$32,262.00
North Perry Airport Administrative Building (7750 Hollywood Boulevard Pembroke Pines)	1,575	5 days (Monday through Friday)	2	\$1,839.50/month	\$22,074.00
Optional Services				\$38.50/hour	\$15,400.00
Total Not-to-Exceed Amount for Agreement Year 1				\$421,222.00	

Agreement Year 2:

Location	Approx. Square Feet	Frequency Per Week	# of Restrooms	Invoiced Amount	Annual Not-to-Exceed Amount
Executive Offices (Terminal 4: 3rd and 4th floor)	65,625	7 days (Sunday through Saturday) (Sunday and Saturday: common areas only)	4	\$15,886.21/month	\$190,634.52
Maintenance Facility (3400 SW 2 Avenue Fort Lauderdale)	25,600	7 days (Sunday through Saturday)	5	\$7,141.51/month	\$85,698.12
Security Building (3545 SW 2 Avenue Fort Lauderdale)	4,500	7 days (Sunday through Saturday)	2	\$2,769.16/month	\$33,229.92

Location	Approx. Square Feet	Frequency Per Week	# of Restrooms	Invoiced Amount	Annual Not-to-Exceed Amount
Security Credentialing Office (Terminal 1: 4th floor)	2,100	6 days (Monday through Saturday)	4	\$2,769.16/ month	\$33,229.92
Security Booth at Gates 100 and 101 (FLL Airfield - Northeast Side of FLL)	96 each	7 days (Sunday through Saturday)	2	\$1,020.22/ month	\$12,242.64
Security Booth at Gate 504 (FLL Airfield – Southeast Side of FLL)	96	5 days (Monday through Friday)	1	\$582.98/ month	\$6,995.76
Building Code Services (FLL Wing: 4101 Ravenswood Rd, Suite 101 Fort Lauderdale)	4,000	5 days (Monday through Friday)	2	\$2,769.16/ month	\$33,229.92
North Perry Airport Administrative Building (7750 Hollywood Boulevard Pembroke Pines)	1,575	5 days (Monday through Friday)	2	\$1,894.69/ month	\$22,736.28
Optional Services				\$38.50/hour	\$15,400.00
Total Not-to-Exceed Amount for Agreement Year 2				\$433,397.08	

EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS

Insurance Requirements for FLL Janitorial Services


TYPE OF INSURANCE	ADD L TND	SUBR WYR	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> mobile equipment Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$5 mil airside \$2 mil landside	\$5 mil airside
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 <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$5 mil airside \$300 k landside	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION 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 attach to the Certificate of Insurance for approval. <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$1mil	
<input checked="" type="checkbox"/> CRIME	✓	✓		\$1 mil	\$1mil
<input checked="" type="checkbox"/> POLLUTION / ENVIRONMENTAL LIABILITY COSTS AND CLEANUP <i>*data sheet for chemicals/cleaning products used on FLL property must be submitted.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	2 years \$25k	\$1mil
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Vendor insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) must be declared to and approved by County and may require proof of financial ability to meet losses. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.					
CERTIFICATE HOLDER: Broward County Aviation Department Ft. Lauderdale-Hollywood International Airport, Suite 200 320 Terminal Drive Fort Lauderdale, FL 33315 MX			<div style="text-align: center;">  Tracy Meyer RLM/MLD </div> <div style="text-align: right;"> Digitally signed by Tracy Meyer Date: 2024.08.19 12:52:36 -04'00' </div>		

EXHIBIT D - CBE SUBCONTRACTOR SCHEDULE AND LETTERS OF INTENT

Contractor represents that the CBE participants referenced in the attached Letters of Intent have agreed by written subcontract to perform the percentage of work amounts set forth in the attached Letters of Intent and that the following information regarding participating Subcontractors is true and correct to the best of Contractor's knowledge.



Broward County Board of
County Commissioners

BLD2127663P1

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.: BLD2127663P1

Project Title: Janitorial Services for BCAD Administrative Facilities

Bidder/Offeror Name: McKenzie's Cleaning Inc

Address: 3600 S State Rd 7 Suite 38 City: Miramar State: FL Zip: 33023

Authorized Representative: Terriann McKenzie Phone: 954-893-5555

CBE Firm/Supplier Name: McKenzie's Cleaning Inc

Address: 3600 S State Rd 7 Suite 38 City: Miramar State: FL Zip: 33023

Authorized Representative: Terriann Mckenzie Phone: 954-893-5555

- 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
Janitorial Services	561720	\$350,856.60	100.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: President Date: 07/23/2024

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: President Date: 07/23/2024

¹ Visit [Census.gov](https://www.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.

Rev.: June 2018

Compliance Form No. 004

EXHIBIT E - NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

A. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest, agrees as follows:

1. *Compliance with Regulations*: Contractor (hereinafter includes Subcontractors) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities** ("Nondiscrimination Acts and Authorities"), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement, and which include, but are not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 C.F.R. Part 21 (Nondiscrimination in federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (P.L. 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients, and contractors, whether such programs or activities are federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189), as implemented by U.S. Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

- i. The Federal Aviation Administration's nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, providing that national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
 - l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).
2. *Nondiscrimination:* Contractor, with regard to the work performed by it during the Agreement, will 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 will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices, when the Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. 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 work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. *Information and Reports:* Contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to County 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 Contractor's noncompliance with the nondiscrimination provisions of this Agreement, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments under the Agreement until Contractor complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

6. *Incorporation of Provisions:* Contractor will include the provisions of Sections A.1 through A.5 above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as County 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 County to enter into any litigation to protect the interests of County. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination - 14 C.F.R. Part 152 Requirements. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest, agrees as follows:

1. Contractor agrees to undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 C.F.R. Part 152, Subpart E. Contractor agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Contractor agrees that it will require its covered suborganizations to provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

2. Contractor agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 C.F.R. Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, county, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order, or similar mechanism. Contractor agrees that state or county affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 C.F.R. Part 152, Subpart E, only when they fully meet the standards set forth in 14 C.F.R. 152.409. Contractor agrees to obtain a similar assurance from its covered organizations, and to

cause them to require a similar assurance of their covered suborganizations, as required by 14 C.F.R. Part 152, Subpart E.

3. If required by 14 C.F.R. Part 152, Contractor shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. Contractor shall similarly require each of its covered suborganizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

4. If Contractor is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short- and long-range goals for equal employment opportunity under Part 152, then Contractor shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Contractor shall similarly require such affirmative action steps of any of its covered suborganizations, as required under Part 152.

5. Contractor shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Contractor shall require its covered suborganizations to keep similar records as applicable.

6. Contractor shall, if required by Part 152, annually submit to County the reports required by Section 152.415, and Contractor shall cause each of its covered suborganizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to Contractor who shall, in turn, submit same to County for transmittal to the FAA.

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EXHIBIT F - AIRPORT SECURITY REQUIREMENTS

Airport Security Program and Aviation Regulations. Contractor must comply with all security and other applicable 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 prescribed by County, including any regulations pertaining to emergency response training, and shall take such steps as may be necessary or directed by County to ensure that Contractor and any Subcontractor personnel, including, but not limited to, employees, invitees, and guests of Contractor and any Subcontractor (collectively, "Contractor Personnel") observe these requirements. If required by the Aviation Department, Contractor shall conduct background checks of Contractor Personnel in accordance with applicable federal regulations. If as a result of any act or omission of Contractor, any Subcontractor, or Contractor Personnel, County incurs any fine and/or penalty 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 and 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 fines, penalties, costs, and expenses, including all costs of administrative proceedings, court costs, and attorneys' 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. If 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) Media Requirements and Access to Security Identification Display Areas. Contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media or Public Area Business Purpose Media (collectively, "Media"), as applicable, to all Contractor Personnel. In addition, Contractor shall be responsible for the immediate reporting of all lost or stolen Media, the immediate return of the Media of Contractor Personnel transferred from the Airport or terminated from the employ of Contractor or any Subcontractor, and the immediate return of all Media issued to all Contractor Personnel upon expiration or termination of Contractor's agreement with County. Before any Media is issued to Contractor Personnel, Contractor must comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and must require that such Contractor Personnel 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 Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department has the right to require Contractor to conduct background investigations and to furnish certain data

on Contractor Personnel before the issuance of Media, which data may include the fingerprinting of applicants for such Media.

(b) Operation of Vehicles on the AOA. Contractor shall ensure that all Contractor Personnel operating a motor vehicle of any type or kind on the AOA are in full compliance with all laws, rules, and regulations regarding the operation of motor vehicles on the AOA, including but not limited to, Section 2-25 of the Code. All motor vehicles and equipment of Contractor or of any 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 any Subcontractor shall not allow any Contractor Personnel to enter the AOA unless and until such Contractor Personnel 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, Contractor Personnel who do not execute such consent-to-search/inspection form shall not be employed or retained by Contractor or by any Subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Contractor or by any Subcontractor.

(d) Nondisclosure Agreement. If any Contractor Personnel are required by a contract with County to access or otherwise be in contact with Sensitive Security Information ("SSI"), as defined and construed under federal law, such Contractor Personnel will be required to execute an SSI Nondisclosure Agreement provided by the Aviation Department.

The provisions of this Exhibit F shall survive the expiration or any other termination of this Agreement.

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