

ITEM #47

ADDITIONAL MATERIAL

Regular Meeting

SEPTEMBER 22, 2020

SUBMITTED AT THE REQUEST OF

**FINANCE and ADMINISTRATIVE
SERVICES DEPARTMENT**



Finance and Administrative Services Department
PURCHASING DIVISION

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

MEMORANDUM

DATE: September 21, 2020

TO: Mayor, Vice-Mayor, and Board of County Commissioners

FROM: Bertha Henry, County Administrator

SUBJECT: Additional Material – September 22, 2020 - Commission Meeting (Item No. 47) Janitorial Services at Fort Lauderdale–Hollywood International Airport, Group 1, Rental Car Center: Revised Request for Proposal (RFP) (No. BLD2117566P2,) and Summary of Major Changes from the Originally Released RFP No. BLD2117566P1 to the Revised RFP

Motion B of Item 47 seeks authorization for the County Administrator to approve for advertisement the re-solicitation Request for Proposals (RFP) No. BLD2117566P2, Janitorial Services for the Broward County Fort Lauderdale-Hollywood International Airport, Group 1, Rental Car Center, a Reserved Contract for Certified Business Enterprise firms. Attached is a copy of the Request for Proposal for the re-solicitation.

Below is a summary of the major changes from the prior issued RFP No. BLD2117566P1 to the current revised RFP No. BLD2117566P2, Janitorial Services at FLL-Rental Car Center to be advertised and issued upon direction from the Board. The revised solicitation incorporates all questions, addenda, and objections received from the previously issued RFP No. BLD2117566P1.

A. Minimum Qualifications - “Must” vs. “Should” Requirement

Definition of **“Must”**: Denotes the **“imperative”** in a solicitation or contract. **“Must”** is used when expressing obligation or an unavoidable requirement.

Definition of **“Should”**: Denotes the **“permissive”** in a solicitation or contract. **“Should”** is more of a recommendation or simply a desirable goal.

Original RFP No. BLD2117566P1, Janitorial Services at FLL (Group 1-CBE Reserve)

1. The original RFP initially included minimum qualifications as a mandatory “must” requirement for Group 1 (CBE Reserve). The following highlights the initial Group 1 requirements:

- a. In the “Special Instructions to Vendors, Group 1”, it was required that vendors **“must”** have a minimum of three (3) years continuous and satisfactory past experience as the prime contractor in providing janitorial management services in a heavily populated facility requiring 24/7 janitorial services. Additionally, for Group 1, it was also required that vendors **“must”** demonstrate staffing levels of at least twenty-five (25) employees for the past three (3) years. Finally, it was required that vendors **“must”** demonstrate experience in access control and security credentialing. These requirements were included within the “Additional Responsibility Criteria” section of the Special Instructions to Vendors.
- b. In an effort to foster greater competition, an addendum was issued changing the minimum qualification requirements from **“must” to “should”** requirements. The word “should” denotes the permissive and enables the Evaluation Committee to take into consideration other factors for determining responsibility and still find firms responsible despite not strictly meeting the mandatory minimum qualification “should” requirements.
- c. Unfortunately, the unintended consequence of making the minimum qualifications a matter of responsibility was that all firms that did not strictly meet the minimum qualification requirements were deemed non-responsible by the Evaluation Committee. This eliminated five (5) of the six (6) Group 1 CBEs from further consideration. The Evaluation Committee deemed Fuel Facility Management, Inc. (“FFM”) the only CBE in Group 1 compliant with the minimum qualification “should” requirement.

**Revised RFP No. BLD2117566P2, Janitorial Services at FLL-Rental Car Center
(CBE Reserve)**

1. Minimum qualifications for vendors are still included in the “Special Instructions to Vendors”. These minimum qualifications still require that vendors “should”: 1) have a minimum of three (3) years continuous and satisfactory past experience as the prime contractor in providing janitorial management services in a heavily populated facility requiring 24/7 janitorial services; 2) demonstrate staffing levels of at least twenty five (25) employees for the past three (3) years; and 3) demonstrate experience in access control and security credentialing.
2. However, the above minimum qualifications will no longer be a matter of “responsibility”, since it has been removed from the “Additional Responsibility Criteria” and included in Section J. of the “Special Instructions to Vendors”. By doing so, this will allow firms to still be evaluated by the Evaluation Committee regardless on whether they are or not strictly meeting the **“should”** requirement.

B. Minimum Qualifications-Staffing Levels

Original RFP No. BLD2117566P1, Janitorial Services at FLL (Group 1-CBE Reserve)

1. Information on staffing levels was not included.
2. NOTE: The highest scored and #1 ranked vendor for Group 1 (i.e. Fuel Facility Management, a CBE firm) was ultimately recommended for contract award per requirements of the CBE Reserve Ordinance. However, subsequent to this recommended award, it was determined that the staffing levels proposed by Fuel Facility Management were insufficient to service the entire cleaning area.

**Revised RFP No. BLD2117566P2, Janitorial Services at FLL-Rental Car Center
(CBE Reserve)**

1. Prescribed minimum staffing levels for current (COVID-19) conditions and normal operating conditions are included in this revised RFP.
2. Information on the staffing levels has been added in the “Bid Comments” section of this revised RFP as a reference to guide the proposers in preparing their responses. Information on staffing levels is also included in the “Specifications and Requirements, Section 1. General Information, Subsection 1.1 Scope”.

C. Service Areas

Original RFP No. BLD2117566P1, Janitorial Services at FLL (Group 1-CBE Reserve)

1. Dimensions of the square footage service area for the RCC were not included.

**Revised RFP No. BLD2117566P2, Janitorial Services at FLL-Rental Car Center
(CBE Reserve)**

1. Dimensions of the total square footage service area (approximately 128,000 sq. ft.), public restrooms and spaces for each level (Levels 1-4) are included in this revised RFP.
2. Information on the square footage for the service areas has been added in the Bid Comments’ section of this revised RFP as a reference to guide the proposers in preparing their responses. Information on the square footage for the service areas is also included in the “Specifications and Requirements, Section 1. General Information, Subsection 1.1 Scope”.
3. Price lines also reference the total square footage for the service areas (approximately 128,000 sq. ft.).
4. Language included in the “Specifications and Requirements, Section 1. General Information, Subsection 1.1 Scope” reads: “All measurements are to be considered as approximate estimates”.

Square footage for Terrazzo flooring added (approximately 59,000 sq. ft.).

D. Evaluation Criteria

Original RFP No. BLD2117566P1, Janitorial Services at FLL (Group 1-CBE Reserve)

1. The Evaluation Criteria (100 total points) allotted only seven (7) points for Service Plan within Project Approach (which included proposed staffing levels) and gave thirty-five (35) points for pricing.

**Revised RFP No. BLD2117566P2, Janitorial Services at FLL-Rental Car Center
(CBE Reserve)**

1. Evaluation Criteria has been revised to allow the Evaluation Committee greater ability to evaluate and score minimum qualification “should” requirements. Towards that end, available points for Service Plan, which addresses proposed staffing levels, has been increased from seven (7) points in the originally released RFP to twenty (20) points in this revised RFP.
2. Points for Workload of Firm were reduced from ten (10) to five (5) points and pricing was reduced from thirty-five (35) to twenty-five (25) points. This reallocation of points will enable the Evaluation Committee to give more scoring points to firms in Project Approach. The originally released RFP offered a maximum available twenty (20) points for Project Approach whereas this revised RFP increases this maximum available total to thirty-five (35) points.

E. Revised Agreement:

The worker retention and uninterrupted service requirements were removed from the project specific agreement which will be advertised with the new solicitation

Other minor edits such as date changes and replacement of forms due to the date changes were made, along with renumbering sections due to the additional information included, as well as changed/additional language to bring clarity. For instance, Attachment 3 is included to assist with bringing clarity due to the additional language regarding the service area and hourly labor rates.

Attachment

BJB/crb/rdp/lg

- c: Monica Cepero, Deputy County Administrator
Robert Melton, County Auditor
Andrew Meyers, County Attorney
George Tablack, Chief Financial Officer
Kevin B. Kelleher, Deputy Chief Financial Officer, Finance & Administrative Services
Department
Mark Gale, Director, Aviation Department
Lori Vassello, Contract Grant Administrator Senior, Maintenance Division, Aviation
Department (Project Manager)
Brenda J. Billingsley, Director, Purchasing Division
Glenn Marcos, Assistant Director, Purchasing Division
Carla Byrd, Purchasing Manager, Purchasing Division
Sharon Thorsen, Senior Assistant County Attorney

Solicitation BLD2117566P2

Janitorial Services at FLL-Rental Car Center

Bid Designation: Public



Broward County Board of County Commissioners

Bid BLD2117566P2

Janitorial Services at FLL-Rental Car Center

Bid Number **BLD2117566P2**
Bid Title **Janitorial Services at FLL-Rental Car Center**

Bid Start Date **In Held**
Bid End Date **TBD**

Question & Answer
End Date **TBD**

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

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

Contract Duration **3 years**
Contract Renewal **2 annual renewals**
Prices Good for **Not Applicable**
Pre-Bid Conference **TBD**
Attendance is optional
Location: Microsoft Teams Virtual Meeting

Attendance at the pre-submittal conference is OPTIONAL. Site visitation is OPTIONAL as locations can be publicly accessed. This information session presents an opportunity for the Vendors to clarify any concerns regarding solicitation requirements.

Due to the COVID-19 mandated restrictions and in the interest of social distancing, this is a conference call only meeting. Please access the meeting on-line or call into the above phone number and further instructions regarding participation will be given once the meeting begins.

In an effort to present an orderly and time efficient meeting, a responsive email should be sent to the Purchasing Agent of Record, Randy Plunkett at RPLUNKETT@BROWARD.ORG prior to the pre-submittal conference, confirming your intent for participation. This email should include your company name, representative(s) name(s), email address(es) and contact phone number(s). Your information will be added to a list of participating Proposers, which the Purchasing Agent of Record will publicly acknowledge. Those Proposers attending without providing prior email notice will be acknowledged by the Purchasing Agent of Record after the reading of the List. The pre-submittal conference call will begin at __: __ a.m./p.m.

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

Bid Comments

Scope of Services:

The County seeks a vendor to perform all necessary janitorial cleaning services at the Fort Lauderdale-Hollywood International Airport ("FLL") Rental Car Center ("RCC") at all times twenty four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year, including all weekends and observed holidays. The particular services areas within RCC that must be cleaned by vendor 24/7/365 are described in Attachment "1" of this solicitation. This is a re-advertisement of RFP No. BLD2117566P1, Group 1. Please refer to the Specifications and Requirements. Proposers are encouraged to review this solicitation in its entirety. Information on staffing levels for current (COVID-19) conditions and normal operating conditions, and areas of service measurements are provided herein, see Specifications and Requirements, Section 1 General Information, Subsection 1.1 Scope for further information.

Price: Price will be considered in final evaluation and ranking of qualified firms. Failure to completely fill out and submit price on the Item Response Form will deem vendor non-responsive. Offered prices shall reflect the maximum amount for the work defined within the scope of services and is subject to potential decreases through negotiation.

Goal Participation: This solicitation is reserved for Broward County certified County Business Enterprises ("CBE"). However, CBEs and non-CBEs may respond to the solicitation. The Broward County Board of Commissioners may amend Section 1-81.3 of the Broward County Code of Ordinances to address additional requirements for CBEs. The requirements for this solicitation will be based upon the version of Section 1-81.3 of the Broward County Code of Ordinances in effect at the time of the Final Evaluation Committee meeting when the proposed recommendation for final ranking is determined.

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

Workforce One Investment Program applies to this contract. Refer to **Workforce Investment Program Requirements** section for additional information.

Local Preference: The Broward County Board of Commissioners may amend the local preference ordinance to address vendors that are subsidiaries of non-local entities. The local preference requirements for this solicitation will be based upon the local preference ordinance in effect at the Final Selection/Evaluation Committee Meeting when the proposed recommendation for final ranking is determined. If as a result of an amendment to the ordinance additional information is required from the Vendors, the Vendors will be allowed appropriate time to submit such information.

A **Proposal Bond** is not required for this solicitation.

For documents and information regarding the previous solicitation and subsequent contract, please email your requests as a Public Records Request to PURCHASINGRECORDS@BROWARD.ORG .

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

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

BidSync is now known as Periscope S2G, Supplier-To-Government for vendors. Any reference to BidSync in this solicitation shall refer to Periscope S2G, Supplier-To-Government.

Item Response Form

Item **BLD2117566P2-01-01 - Janitorial Services (Rental Car Center): RCC Janitorial Services (Year 1)**

Quantity **12 month**

Unit Price

Provide What
Percentage (%) of
Unit Price is Labor

Cost =

Future Monthly Unit
Price effective January
1, 2022

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

Description

RCC Janitorial Services (Year 1)
Unit price shall be for each month service.
Total area for services is approximately 128,000 sq. ft.
Price shall be inclusive of Living Wage Ordinance requirements , as amended, effective January 1, 2021, including qualifying health care benefits amount of \$3.44.
Price will be considered in the final evaluation and ranking of qualified firms.

The following will not be included in the Evaluation Criteria Points for Price:

Janitorial Wage Rates (unburdened) are to be provided on Attachment 2 and shall be in accordance with Special Instructions to Vendors Section J.
Unit prices for services by square foot and hourly labor rates (burdened) are to be provided on Attachment 3 and shall be in accordance with Special Instructions to Vendors Section J.

Item **BLD2117566P2-01-02 - Janitorial Services (Rental Car Center): RCC Janitorial Services (Year 2)**

Quantity **12 month**

Unit Price

Provide What
Percentage (%) of
Unit Price is Labor

Cost =

Future Monthly Unit
Price effective January
1, 2023

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

Description

RCC Janitorial Services (Year 2)

Offered price shall be for each month service.

Total area for services is approximately 128,000 sq. ft.

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

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

The following will not be included in the Evaluation Criteria Points for Price:

Janitorial Wage Rates (unburdened) are to be provided on Attachment 2 and shall be in accordance with Special Instructions to Vendors Section J.

Unit prices for services by square foot and hourly labor rates (burdened) are to be provided on Attachment 3 and shall be in accordance with Special Instructions to Vendors Section J.

Item **BLD2117566P2--01-03 - Janitorial Services (Rental Car Center): RCC Janitorial Services (Year 3)**

Quantity **12 month**

Unit Price

Provide What

Percentage (%) of

Unit Price is Labor

Cost =

Future Monthly Unit

Price effective January

1, 2024

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

[Refer to Specifications and Requirements](#)

N/A

N/A FL 33301

Qty 12

Description

RCC Janitorial Services (Year 3)

Offered price shall be for each month service.

Total area for services is approximately 128,000 sq. ft.

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

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

The following will not be included in the Evaluation Criteria Points for Price:

Janitorial Wage Rates (unburdened) are to be provided on Attachment 2 and shall be in accordance with Special Instructions to Vendors Section J.

Unit prices for services by square foot and hourly labor rates (burdened) are to be provided on Attachment 3 and shall be in accordance with Special Instructions to Vendors Section J.

Item **BLD2117566P2--01-04 - Janitorial Services (Rental Car Center): RCC Janitorial Services (Year 4)**

Quantity **12 month**

Unit Price

Provide What

Percentage (%) of

Unit Price is Labor

Cost =

Future Monthly Unit

Price effective January

1, 2025

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

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

Description

RCC Janitorial Services (Year 4)

Offered price shall be for each month service.

Total area for services is approximately 128,000 sq. ft.

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

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

The following will not be included in the Evaluation Criteria Points for Price:

Janitorial Wage Rates (unburdened) are to be provided on Attachment 2 and shall be in accordance with Special Instructions to Vendors Section J.

Unit prices for services by square foot and hourly labor rates (burdened) are to be provided on Attachment 3 and shall be in accordance with Special Instructions to Vendors Section J.

Item **BLD2117566P2--01-05 - Janitorial Services (Rental Car Center): RCC Janitorial Services (Year 5)**

Quantity **12 month**

Unit Price

Provide What

Percentage (%) of

Unit Price is Labor

Cost =

Future Monthly Unit

Price effective January

1, 2026

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

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 12

Description

RCC Janitorial Services (Year 5)

Offered price shall be for each month service.

Total area for services is approximately 128,000 sq. ft.

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

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

The following will not be included in the Evaluation Criteria Points for Price:

Janitorial Wage Rates (unburdened) are to be provided on Attachment 2 and shall be in accordance with Special Instructions to Vendors Section J.

Unit prices for services by square foot and hourly labor rates (burdened) are to be provided on Attachment 3 and shall be in accordance with Special Instructions to Vendors Section J.

SPECIFICATIONS AND REQUIREMENTS
JANITORIAL SERVICES AT FLL - RENTAL CAR CENTER (“RCC”)

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1. GENERAL INFORMATION

1.1. Scope

1. Contractor shall furnish all necessary labor, cleaning supplies, materials, equipment, tools, vehicles, uniforms, chemicals, and supervision necessary for the coordination, administration, and execution of the Janitorial Services at the Broward County Fort Lauderdale-Hollywood International Airport's Rental Car Center ("Services").
2. Due to the high volume and density of passengers and persons utilizing the Broward County Fort Lauderdale-Hollywood International Airport ("FLL" or "Airport"), quality services shall be required in order to maintain a professional, clean, and safe environment at all times twenty-four (24) hours per day, seven (7) days per week, 365 days per year, including all weekends and holidays observed by the federal, state, and county governments and/or Contractor. A sufficient level of janitorial products and supplies will be determined and agreed upon by both the Contract Administrator and successful Contractor to maintain the Agreement standards for the Service Areas and to ensure there is always sufficient stock in the event of unforeseen weather delays or other events that may prevent deliveries.
3. The cleaning equipment, product specifications, and standards of performance contained within this Scope of Services shall be the minimum requirements to perform acceptable janitorial services at the RCC. Lack of staff or equipment shall not be accepted by the Broward County Aviation Department ("BCAD") as a reason for failure to perform. It is not BCAD's intent to require a specific brand of supplies or equipment; however, BCAD reserves the right to review Contractor's proposed cleaning equipment and materials. If the selected equipment or materials do not, in BCAD's sole opinion, provide effective sanitation or cleanliness, BCAD may require alternate cleaning equipment or materials that conform to specifications and industry standards. BCAD reserves the right to obtain samples and conduct independent testing to verify product effectiveness, compliance with the criteria below, and the accuracy of the Material Safety Data Sheet ("MSDS").
4. Current (COVID-19) and anticipated (Normal Conditions) staffing levels are provided herein.

Current (Reduced for COVID-19) Staffing Levels (2 Shifts)

- Project Manager – 1 per day
- Assistant Project Manager – 1 per day
- Quality Control Manager – 1 per day
- Shift Supervisors - 2 per day (no third shift)
- Custodians - 2 per shift (no third shift)
- Project Workers – 1 or 2 per day, dependent on type of work scheduled

Normal Operating Conditions Staffing Levels (3 Shifts)

- Project Manager – 1 per day
- Assistant Project Manager – 2 per day
- Quality Control Manager – 1 per day
- Shift Supervisors - 3 per day

- Custodians / Project Workers- 13 per day
5. Total Service Area (refer to drawings) in the cumulative amount of approx. 128,000 sq. ft. is broken down as follows:
- Janitorial Space, Levels 2 thru 4 – 525 sq. ft. total (175 sq. ft. each)
 - Public Restrooms, Levels 2 through 4 – 7,800 sq. ft. total (2,600 sq. ft. each)
 - Public Space, Level 2 – 19,400 sq. ft.
 - Public Space, Level 3 – 19,700 sq. ft.
 - Public Space, Level 4 – 20,200 sq. ft.
 - Stairwells – 41,375 sq. ft.
 - Curbside Walkways, Rental Car Center 3rd Floor – 19,000 sq. ft.

All measurements are to be considered as approximate estimates.

1.2. Definitions

Routine: Commonplace tasks, chores, or duties as must be done regularly or at specified intervals as described in the specifications, typical or everyday activity.

Non-Routine: Jobs and tasks that are performed irregularly or being performed for the first time.

Emergency: Sudden, unexpected, or impending situation that may cause injury, loss of life, damage to the property, and/or interference with the normal activities of the Airport and which, therefore, requires immediate attention and remedial action.

1.3. Service Areas

1. Service Areas are described and shown on Attachment 1 of this Request for Proposals (“RFP”) for the RCC. The Service Areas are color coded to indicate the location and approximate square footage of the areas for this all-inclusive, performance-based, janitorial service Agreement. Service areas include: Common space on floors 2, 3 and 4; Various BCAD office space on RCC Floors 2 through 4; Curbside walkways on RCC 3rd Floor; All stairwells located in the RCC and Cypress Garage; Cypress Garage elevator vestibules on floors 1 through 9; and janitorial space provided on Cypress Garage 6th Floor.

2. Approximate square footage for the RCC is 128,000 sq. ft.

1.4. Facility Description

The RCC has 4 floors of which floors 2, 3 and 4 are covered under Services. The Cypress Garage has 9 floors; Floors 1 through 5 are leased by the Rental Car Agencies; Floor 6 is for Valet Parking; and Floors 7 thru 9 are for Public Parking.

1.5. Passenger Activity

Passenger tracking is based on rental car transactions. The total transactions for calendar year 2019 is 1,568,340.

1.6. Phase-in Period

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

1. Attend a start-up meeting with BCAD no later than five (5) business days after the Agreement's Effective Date. The meeting may include a walk-through of the RCC to ensure that the scheduling of activities in conjunction with the airlines and tenant operations is fully understood.
2. Immediately initiate the process to obtain security identification media to all employees assigned to perform Services hereunder. Current pricing subject to change: Media - \$25.00; Security Threat Assessment - \$6.00; Fingerprint - \$27.00; Total \$58.00. Processing time is 4 weeks.
3. Schedule an on-site orientation between BCAD and Contractor's managers and key personnel.
4. Survey areas of storage for equipment, inventory, and distribution.
5. Prepare an initial plan for delivery of materials and supplies.
6. Finalize plans and schedules to cover all services to be performed ("Service Plan"). The Service Plan shall be subject to review and approval by Contract Administrator.

1.7. Scheduling of Work

1. All Services shall be scheduled to avoid delays to airline and tenant operations. Contractor shall coordinate with the Contract Administrator all Services that will necessitate temporary interruptions to Airport services.
2. BCAD reserves the right to designate specific cleaning times for Service Areas when deemed necessary for Airport operations ("Specific Service Times"). The Contract Administrator may give written notice of a change, addition, or deletion of any Specific Service Times. Upon notification by the Contract Administrator, Contractor shall adjust its Service Plan accordingly, and submit a revised Service Plan to the Contract Administrator within five (5) days of receipt of notice.
3. Contractor shall not commence non-routine work in any area until:
 - a. The proposed work has been coordinated with and approved by the Contract Administrator, and
 - b. All required security and safety measures and temporary markings are in place.

1.8. Shifts/Staffing

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

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

1. Contractor shall have sufficient staff scheduled to cover employee breaks and shift changes. A Service Area shall never be without employee coverage due to breaks or shift changes.
2. Contractor shall ensure that there are no inefficiencies between shift changes.

Shift changes shall be conducted in a smooth and professional manner. Contractor's employees shall not leave their post at the end of their shift until their replacement arrives.

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

2. COUNTY RESPONSIBILITIES

2.1. Assigned Space

1. BCAD shall provide Contractor with three modular units for RCC janitorial provisions located on the 6th floor of the Cypress Garage.
2. Assigned Space shall be used solely for delivering the Services. All personal property placed in Assigned Space shall remain the property of Contractor or its employees and shall be placed therein at the risk of Contractor and its employees.
3. Contractor must arrange for frequent replenishment of supplies to maintain stock in Assigned Space used for storage. Contractor shall store its supplies, materials, and equipment in the spaces designated by the Contract Administrator.
4. Contractor shall keep all Assigned Space clean of all rubbish and debris and shall maintain the Assigned Space in a neat and clean condition at all times. Contractor, at its sole expense, shall properly dispose of all surplus materials and supplies, garbage, rubbish, and garbage. Floors must be clean and have a fresh applicable finish and mop sinks must be free of scum and build up. Assigned Space shall be cleaned at the end of each work shift. Assigned Space shall be subject to inspection by County at any time.
5. All Assigned Space visible to, or in areas accessible by, the public, shall be kept closed and locked. No materials or equipment may be stored or temporarily left unattended in restrooms or other spaces accessible to the public.
6. Soiled, oily, or wet cleaning rags shall not be stored in Assigned Space or on County property.
7. All chemicals, solutions, or other liquids must be stored in their proper containers with the lid or top properly secured and correctly marked with United States Environment Protection Agency ("EPA") approved labels, including all warnings and antidote requirements. Handwritten, makeshift, or unprofessional labels shall not be allowed.
8. Contractor shall comply with all fire regulations.
9. BCAD, due to operational needs, as determined in its sole discretion, may require the relocation of any Assigned Space. In such event, Contractor shall move into the relocated Assigned Space within the time-period specified in the written notice from the Contract Administrator. Any relocation shall be at Contractor's sole cost and expense.
10. Contractor shall be responsible for the payment of all phone and data charges that are charged or assessed with respect to its use of Assigned Space.
11. Contractor may not make any alteration, adjustment, partition, addition, or

improvement to any Assigned Space without obtaining prior written consent of the Contract Administrator.

12. Contractor shall peaceably surrender and deliver all Assigned Space to County upon the expiration or earlier termination of this Agreement. Contractor shall leave all Assigned Space in the condition existing at the time it began its use of any Assigned Space, normal wear and tear excepted.

2.2. Inspectors, Building Managers, and Contract Administrator

1. The Contract Administrator may designate and authorize one (1) or more County employees as an inspector(s) ("Inspector(s)"). The Inspector(s) shall be given the authority to inspect and monitor the performance and progress of the Services. Additionally, all BCAD building managers ("Building Manager(s)") shall be authorized to inspect and monitor the performance and progress of the Services.
2. An Inspector or Building Manager shall have the authority to suspend the performance of Services until any Service issue(s) is addressed by the Contract Administrator and/or Contractor.
3. The Contract Administrator may request the Contractor to remove any employee from performing Services at the Airport if it is determined that the employee is violating the terms and conditions of this Agreement.
4. The Contract Administrator, Building Manager(s), or Inspector(s) shall communicate daily work requests or report daily deficiencies to Contractor via e-mail or telephone.
5. A Building Manager, Inspector, or Contract Administrator shall not act as a foreman or supervisor for Contractor and shall not interfere with Contractor's supervision or direction of its employees. However, should there be a safety concern or a situation that requires immediate attention to protect the safety of Airport users and Contractor's supervisor is not visible or in the area, the Contract Administrator, Building Manager, or Inspector may provide directives in order to protect the safety of Airport users.
6. The Contract Administrator, his or her designee, Building Manager(s), or Inspector(s) shall validate whether services in response to their daily work requests and reported deficiencies are performed, communicate the inadequate service performance to the Contractor, and document communications. Applicable non-performance or inadequate performance by the contractor will be used as a basis to evaluate violations of service standards subject to Disincentive Fees established in ARTICLE 12 of the Agreement.

2.3. Coordination of Services

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

2.4. Employee Food Service

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

2.5. Modification to Service Areas or Services.

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

2.6. Performance Inspections

1. The Contract Administrator or building manager(s) may conduct daily, weekly, monthly, and quarterly random inspections of the Service Areas to review Contractor's compliance with the performance standards established in Sections 4 and 5 herein.
2. Contractor's Contract Supervisor, Project Manager, Assistant Project Manager, or other designee shall be required to participate on a monthly basis in a joint inspection of each Service Area with the Contract Administrator.
3. The Contract Administrator or designee shall document the results of the inspections conducted by the County staff in a written report, including any subsequent communications with the contractor and applicable corrective actions performed or not performed by the Contractor. Applicable non-performance or inadequate performance by the contractor will be used as a basis to evaluate violations of service standards subject to Disincentive Fees established in ARTICLE 12 of the Agreement.
4. The determination as to whether performance standards have been breached is at the reasonable discretion of the Contract Administrator or designee. The written documents used as a basis to evaluate violations of service standards subject to Disincentive Fees include but are not limited to any non-performance or inadequate performance identified in Exhibit A Sections 2.2, 2.6 and 3.25 of the Agreement.

2.7. Utilities

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

3. CONTRACTOR'S RESPONSIBILITIES

3.1. Access

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

3.2. Accident Reporting

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

3.3. Attendance

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

3.4. Chemical Reporting

1. Contractor shall submit a written report on an annual basis reporting all chemicals and hazardous substances used in delivering the Services. The report shall be updated within ten (10) days following any change to the chemicals or hazardous substances previously reported. The report shall be submitted in Microsoft® Word or Excel format and include descriptions of all the chemicals and hazardous substances used at FLL and the intended and actual use thereof.
2. A copy of the current MSDS for each chemical or hazardous material reported shall accompany the report.
3. Special Note: The use of lotion-type liquid hand soap within existing dispensers is prohibited at FLL. Secondly, the use of bleach or a product containing chlorine is also prohibited at FLL without authorization from BCAD.
4. Upon request, Contractor shall meet with the Contract Administrator to discuss the use of any new chemical or hazardous materials to perform the Services hereunder.
5. Contractor shall maintain a library of current MSDS sheets for all chemicals and hazardous substances used to perform the Services.

6. The cost of each cleaning chemical and all paper products used at the RCC shall be separately logged and maintained by Contractor. The data must be provided to the Contract Administrator upon request.

3.5. Cleaning Frequencies

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

3.6. Communications, Contact Information, and Coordination

1. Contractor is responsible for installation and costs associated with telephone and internet services.
2. Contractor shall provide cell phones to its key employees. The Contractor shall ensure that the Contract Administrator has contact information (cell phone numbers and e-mail addresses) of Contractor's personnel responsible for implementing the requirements of this Agreement on a twenty-four (24) hours per day, seven (7) days per week, 365 days per year basis, including all weekends and holidays observed by the federal, state, and county governments and/or Contractor.
3. Contractor shall provide communication devices including, but not limited to, cell phones and two-way radios to each shift supervisor, management team member, and any other key employees to enable effective communications to and from the AOCC, BCAD Building Managers, and other BCAD employees. Contractor shall provide all necessary maintenance, chargers, and accessories for all communication devices.
4. The Contractor shall provide at its sole cost, a sufficient number of two-way radios to be used by its employees. In addition, the Contractor shall provide one (1) desktop base station two-way radio to the AOCC and three (3) additional

hand-held two-way radios and chargers to BCAD Maintenance Division to provide direct communication and/or dispatch with BCAD. Desk Top Station should be Motorola XPR 5550 or equal. Contractor cannot share FLL's frequency. Product must be approved by BCAD before acceptance.

5. Contractor shall respond to all "immediate action calls" within five (5) minutes of radio call by the AOCC. "Immediate action calls" shall mean verbal notice to Contractor informing Contractor of the discovery of a deficiency or situation that has the potential to create, or has created, a safety or health hazard, or inconvenience to Airport users.
6. Contractor shall maintain a 24-hour telephone response number for emergency service on a cellular phone at its sole cost. Maximum telephone response time for off-site managers shall be thirty (30) minutes from receipt of verbal notice from BCAD. The on-site shift supervisor shall coordinate all necessary services within ten (10) minutes of verbal or electronic notification by BCAD of the emergency.
7. Contractor shall maintain, at all times, an active e-mail address for electronic communications.
8. All shift managers must have an active e-mail address and must monitor communications throughout their shift.
9. Contractor shall maintain communication with the onsite manager, either by radio or cellular telephone, for immediate contact.
10. Unless specifically authorized in this Section 3.6, Contractor's employees are prohibited from using personal cell phones or electronic devices for personal use while on duty. Telephone calls made by or received by Contractor's employees are restricted to the Assigned Space. Emergency calls shall be placed and received only at telephones located in Assigned Space. Contractor shall maintain a list of emergency telephone numbers, including but not limited to, police and fire departments, located within Assigned Space.

3.7. Conduct Standards

1. Contractor shall be responsible for maintaining and enforcing satisfactory standards of employee conduct including, but not limited to, competency, courtesy, appearance, honesty, and integrity.
2. Contractor's employees shall conduct themselves in a safe and orderly manner at all times while at the Airport, whether on or off duty.
3. While at the Airport, Contractor's employees shall not fight, use, possess, or be under the influence of alcohol and/or drugs, engage in any immoral conduct, including, but not limited to, gambling, soliciting, or stealing. Except to the extent required under this Agreement, Contractor's employees shall not take pictures or videos while on duty.
4. Contractor must ensure that its employees are knowledgeable of all security requirements at the Airport, including those in Section 2-39 of the Broward County Code of Ordinances, which may be found at : https://library.municode.com/fl/broward_county/codes/code_of_ordinances?no_deld=PTIICOOR_CH2AIAI_ARTIIIFOLALLINAI_DIV1GEPR .

3.8. Damage Responsibility

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

3.9. Delivery of Supplies

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

3.10. Employees

1. The Contract Administrator may request that the Contractor prohibit an employee from performing any Services hereunder following a determination by the Contract Administrator that the employee committed the following:
 - a) Neglect of duty, absenteeism, or sleeping on the job.
 - b) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.
 - c) Theft, scavenging, vandalism, immoral conduct, or any other criminal action.
 - d) Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or other substances that produce similar effects while on duty.
 - e) Breach of Airport security requirements.

3.11. Emergency Response and Irregular Operations

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

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

3.12. Energy Conservation

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

3.13. Equipment

1. All equipment necessary to perform the Services shall be provided and maintained by Contractor at its sole cost and must comply with all Occupational Safety Health Administration ("OSHA") standards and requirements. The Contract Administrator shall be provided with a detailed equipment inventory

including date of purchase, manufacturer name, model number, capabilities, and maintenance/warranty schedule. Additionally, Contractor shall maintain written logs for all powered equipment indicating the date of purchase and the dates of all maintenance and repair activities. Contractor shall also maintain the manufacturer specification technical sheets for all powered equipment. The Contract Administrator or designee may review the logs and inspect equipment repair facilities and processes on a random basis

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

- equivalent for vacuum cleaners and operate with a sound level at less than 70 decibels (“dBA”).
- b) Carpet extraction equipment used for restorative deep cleaning must be certified by the Carpet and Rug Institute's Seal of Approval Program for deep-cleaning extractors.
 - c) Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, shall be equipped with vacuums, guards, and/or other devices for capturing fine particulates and operate with a sound level of less than 75 dBA.
 - d) Automated scrubbing machines shall be equipped with variable-speed feed pumps or acceptable alternative. Scrubbing machines shall use only tap water with no added cleaning products.
 - e) Battery-powered equipment shall be equipped with environmentally preferable gel batteries when stored/charged in areas outside of designated charging rooms.
 - f) Powered equipment shall be ergonomically designed to minimize vibration, noise, and user fatigue.
 - g) Equipment shall be designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.
 - h) Propane-powered cleaning equipment must receive prior written approval from Contract Administrators before use and shall contain proper emission and safety guards.
 - i) All hot water extraction equipment for deep cleaning carpet must be capable of removing sufficient moisture so that carpets are dry to the touch in less than four (4) hours and completely dry in less than twenty-four (24) hours.
 - j) All electrical equipment shall comply with all applicable safety requirements, including but not limited to, the use of ground fault interrupters or a wiring inspection program to assure the integrity of ground pins, grounding continuity, strain relief and insulation quality of plugs and cords. Electrical equipment must operate at full rated performance levels using existing building circuits. Contractor shall prohibit, and prevent the operation or attempted operation of, electrical equipment or combinations of electrical equipment that require power exceeding the capacity of existing building circuits.
8. Multiple extension cords shall not be connected together (daisy-chain) when operating corded equipment. Power cords shall be maintained with no frayed, taped, or spliced parts. All ground prongs shall be original and not cut or removed. If any power outlet is found to be de-energized, Contractor shall report the situation to AOCC immediately.
9. Prior to the beginning of each work shift, each janitorial closet, each janitorial cart, and each employee shall be provided with the appropriate equipment, tools, chemicals, and supplies.
10. At all times, no less than ten (10) properly maintained and filled Bio-Hazard Spill-Control Kits ("spill kits") shall be located in specified janitorial closets and other appropriate locations approved by the Contract Administrator. Spill kits shall

contain appropriate absorbents, equipment, and safety gear to respond to biohazard and blood borne pathogen calls. Contractor shall provide training to all supervisors and employees on the use of the spill kits and the proper disposal of contaminated materials and equipment.

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

3.14. Essential Job Functions for Custodians/Cleaners

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

3.15. Fire Prevention and Protection

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

3.16. Fraud, Waste and Abuse

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

3.17. Holidays

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

3.18. Key Control

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

3.19. Key Personnel

The information provided below will be used by the Evaluation Committee to determine responsibility.

1. Proposers should base their staffing levels for policing and maintenance on first and second shifts and perform project and heavy work on the third shift. Proposer's staffing levels will vary in line with equipment and experience of staff.
2. Contractor shall ensure that the persons responsible for Contractor's performance of the Services under this Agreement (collectively, the "Key Personnel") are appropriately trained and experienced, and have adequate time and resources to perform in accordance with the terms of this Agreement. The Key Personnel are identified in the Management Plan, Exhibit H of the Agreement.
3. To the extent Contractor seeks or is required to make any change to the composition of the Key Personnel, Contractor shall provide the Contract Administrator with thirty (30) days' advance written notice (or as much written notice as is possible if thirty (30) days' written notice is not possible) regarding such changes. The written notice shall address all changes to the Management Plan associated with the change and include the resume(s) of individual(s) that are proposed to replace the Key Personnel. Contractor must receive the Contract Administrator's written consent before any change in the Key Personnel.
4. In the event that the Contract Administrator determines that any of the Key Personnel have failed to perform his or her duties, then in addition to all other rights under this Agreement, the Contract Administrator shall have the right to require Contractor to replace such Key Personnel. The Contract Administrator

shall notify Contractor in writing of its demand for replacement and shall allow Contractor thirty (30) calendar days from the date of such written notice to affect replacement. Contractor must receive the Contract Administrator's prior written consent of the replacement Key Personnel.

5. County shall not be responsible for any additional costs associated with a change in the Key Personnel.
6. Contractor shall provide the Contract Administrator with the daily schedule for the Key Personnel and shall notify the Contract Administrator of any changes to that schedule.
7. Contractor shall establish, at a minimum, the following positions to manage the Services during the term of this Agreement:
 - a) A full-time on-site Project Manager ("PM") responsible for the day-to-day operations and who has full authority to act on behalf of Contractor and act as liaison to Contract Administrator.
 - b) Two Assistant Project Managers ("Assistant PM") to work alternate shifts from the Project Manager.
 - c) A Quality Control Manager ("QC Manager") responsible for ensuring Services are performed in compliance with requirements of this Agreement. This position may not be held by the PM, Assistant PM, or Shift Supervisor.
 - d) A Shift Supervisor on each shift reporting directly to the Project Manager or his/her Assistant.
8. Contractor must provide management coverage on weekends.
9. The PM, Assistant PM, QC Manager, and Shift Supervisors shall be capable of verbal and written communication in the English language and shall be capable of effectively communicating with all Contractor's employees. Minimum personnel requirements for each of the above-mentioned positions are as follows:
 - a) The PM must work full-time onsite at the RCC. The PM must be a highly qualified and experienced manager with at least three (3) years' experience managing and staffing 24 hours per day for a janitorial contract of similar size and number of employees. The PM shall be proficient in all applicable OSHA, EPA, and other federal, state, and local laws and regulations regarding the materials that may be encountered in the delivery of Services.
 - b) The Assistant PMs must work full-time onsite at the RCC and work alternate shifts from the PM. The Assistant PMs shall perform the same responsibilities of the PM and have at least two (2) years of related experience.
 - c) The QC Manager shall be responsible for the Contractor's QC Program, as hereafter defined. The QC Manager shall have at least three (3) years' experience in quality control.
 - d) A Shift Supervisor must work full-time onsite at the RCC during each shift. The Shift Supervisors shall report directly to the PM or Assistant PM. Each Shift Supervisor shall have at least three (3) years of experience supervising a janitorial contract of similar size and number

of custodial workers. The Shift Supervisor shall have authority to take all necessary actions where a prompt response is required to maintain or restore Service in the absence of the PM or Assistant PM. Each Shift Supervisor shall be familiar with the requirements of this Agreement to ensure compliance. The Shift Supervisor shall conduct a daily inspection and evaluation of all assigned areas of work, note all discrepancies, and require the correction thereof. A Shift Supervisor shall not perform custodial tasks.

10. The PM or an Assistant PM must be on site every day, Sunday through Saturday, during daytime hours. No exceptions.
11. The PM, or designee, shall always be on call to respond to emergencies and must be able to be physically present at the RCC within one (1) hour of notification of an emergency. The PM shall provide the Contract Administrator a weekly written report detailing all Services performed during all three shifts and detailing the Services planned for the next week. This report shall include all accidents or incidents that occurred during the previous week's shifts.
12. The Contract Administrator reserves the right to approve Contractor's selection of all supervisory personnel.
13. Each Shift Supervisor shall work with as many custodians and/or project workers as is necessary to accomplish the required Services.
14. Shift Supervisors shall not perform custodial tasks. Shift Supervisors shall manage the cleaning and custodial services, glass and window spot cleaning, floor care, and other miscellaneous maintenance services performed by the custodians or project workers. The Shift Supervisor shall report to the PM. The PM shall report to the Contract Administrator.
15. Contractor shall not use employees from a temporary employment agency for Services at the Airport.

3.20. Lost and Found Property

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

3.21. Needed Repairs/ Damage Reporting

1. Contractor shall promptly report to the AOCC, upon discovery, any needed repairs to the RCC, its buildings, furnishings, fixtures, mechanical equipment, or any other mishap or malfunction, including but not limited to soap, paper towel, and other rest room dispensers. Contractor shall be proactive in both the

discovery and reporting of all needed repairs.

2. Contractor shall barricade both ends of an escalator in the event it is malfunctioning and notify AOCC immediately. Contractor's personnel shall not repair, or attempt to repair, inoperable plumbing, electrical, or other building components other than completing purely janitorial tasks.

3.22. Performance and Work Hours

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

3.23. Personnel Awareness

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

3.24. Personnel Training

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

1. Training Records:

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

2. Training Subjects:

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

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

- q) Personal Protective Equipment
- r) Airport Safety and Wayfinding Pictograms

3. Syllabus

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

4. Training Materials

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

3.25. Quality Control Program

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

Contractor and applicable corrective actions performed or not performed by the Contractor. Applicable non-performance or inadequate performance by the contractor will be used as a basis to evaluate violations of service standards subject to Disincentive Fees established in ARTICLE 12.

3.26. RCC Logbook

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

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

3.27. Relief for Absenteeism, Breaks, Vacation

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

3.28. Labor Reports

1. An electronic biometric time system shall be utilized and installed at the sole expense of the contractor. Each employee is required to scan their arrival and departure when scheduled to work.
2. A Daily Shift Labor Report shall be submitted via email to the Contract Administrator within three hours after the start of each shift and must include the following:
 - a) Employee Name
 - b) Employee Payroll Identification Number
 - c) Time In/Out
 - d) Total Hours Worked
 - e) Pay Rate
 - f) Gross Pay for the Day
 - g) Location/Description of Assigned Work
3. A monthly labor summary report ("Labor Summary Report") shall be submitted with each monthly invoice.
 - a) The Labor Summary Report must identify total hours worked per week by each employee and include the assigned Service Area, task category identified as routine, projects, supervisor, etc.
 - b) Detailed supporting documents verifying the information in the Labor Summary Report must be maintained and include employee name, payroll identification

number, hours worked, pay rate and gross pay.

- c) Contractor, as required in the Agreement, Section 11.4, Audit Rights and Retention of Records, must retain the Labor Summary Report and all detailed supporting documents.

3.29. Safety Measures

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

3.30. Smoke Free Environment

1. All County facilities are smoke free except for exterior designated smoking areas. Contractor and its employees shall adhere to all rules and regulations regarding the maintenance of a smoke free environment.
2. Employees may smoke only during break times and only in exterior smoking areas designated by BCAD. Employees caught smoking during non-break times shall be disciplined by Contractor and the event documented in their personnel file.

3.31. Uniforms

1. Contractor's employees shall be dressed in a uniform approved by the Contract Administrator. Contractor shall supply all uniforms at no cost to County.
2. Uniforms shall consist of a collared shirt or blouse and long pants or skirt.
3. The shirt or blouse shall have Contractor's name printed on the front at a visible position. Outerwear for inclement weather shall be the same color as the uniform

and shall have the company logo or name affixed thereon in a permanent or semi-permanent manner such as a badge, patch or monogram that is visible and obvious. Any hats shall be the same color as the uniform and must have the company logo or name in the front.

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

3.32. Vehicle Requirements

1. Contractor must provide, at its sole cost, ramp side vehicle(s) to remove and haul trash from the buildings to the appropriate waste sites located at the Airport.

3.33 Vehicle Registration and Parking

1. Contractor shall register all company vehicles utilized to perform Services with BCAD.
2. Contractor's vehicles utilized to perform Services must permanently display the company's name and logo on the front doors (both sides) of the vehicles.
3. On-site parking shall be provided for Project Managers only. All other employees of Contractor or Subcontractors shall park in the off-site employee parking lot located approximately 4 miles from the airport and ride the shuttle bus to the Airport facilities. Off-site parking is approximately \$10.00 per vehicle per month plus tax, subject to change.

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

4.1. Performance Based Agreement

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

4.2. Janitorial Standards

1. Dusting: A properly dusted surface shall be free of all dirt and dust, streaks, lint,

and cobwebs. Dusting must be accomplished with proper cloths and apparatus. All sensitive and electronic surfaces must be avoided. No personal or individual office equipment or supplies may be moved or disturbed.

2. Plumbing Fixtures and Dispenser Cleaning: Plumbing fixtures (i.e. toilets, sink basins, urinals, faucets, etc.) and dispensers shall be cleaned to be free of all deposits and stains so that the item shall be left without dust, streaks, film, odor, or stains and has a bright and uniform appearance. Care shall be taken to ensure that cleaning chemicals do not harm, dull or mark chrome finishes, do not scratch porcelain fixtures, and do not harm or stain finishes of walls or stalls.
3. Sweeping: A properly swept floor shall be free of all dirt, dust, gum, grit, lint, and debris.
4. Vacuuming:
 - a) Although the RCC has limited carpeted areas, the carpet shall be free from soil and debris. The vacuumed fibers shall be cleaned to protect pile from matting (preferably using a machine with cylindrical brushing action). Effective vacuuming requires multiple, slow deliberate passes to ensure the removal of soil and dust at and/or below the carpet surface.
 - b) Contractor shall use approved commercial dual motor driven vacuums with bristle beater bars and HEPA filtration. Backpack and canister vacuum cleaners shall be allowed only when used with a powered head.
5. Damp Mopping: A satisfactorily damp mopped floor shall be free of dirt, dust, marks, film, streaks, debris, and standing water. Contractor must provide a sufficient number of barricades, traffic cones, and proper slip hazard signs for each floor area being cleaned to protect all Airport users adequately.
6. Dust Mopping: A satisfactorily dust mopped floor shall be free of all dirt, dust, lint, and debris. Contractor shall use microfiber mops to reduce air borne contaminants. All hard floors shall be dust mopped each night, including under all furniture and behind all pottery, waste receptacles, machines, etc. Stanchions in the checkpoint areas shall be moved and placed back in the same configuration after work is completed. Any other items moved shall also be returned to the original positions.
7. Metal Cleaning: All cleaned metal surfaces shall be without deposits or tarnish and with a uniformly bright appearance, free from spots, smudges, and streaks. Cleaning agent shall be removed from all adjacent surfaces and surrounding finishes must not be damaged. Oil based cleaners shall be avoided.
8. Spot Cleaning Glass:

Exterior and interior windows and entrance/vestibule glass doors shall be cleaned under a separate contract. Contractor shall spot clean and maintain interior and exterior windows in between services. Glass cleaning of rails, escalators, and all other glass that is not interior/exterior windows shall be the responsibility of Contractor.

 - a) Glass is clean when all glass surfaces have been wiped clean, are

without streaks, film, deposits, and stains, and have a uniformly bright appearance and adjacent surfaces, including mullions and windowsills.

- b) Glass cleaning work shall be accomplished with the least possible interference to Airport users and operations. Dark or tinted glass shall be included in cleaning service.
9. Wall Washing: After cleaning, the surfaces of all walls, exposed pipes, and equipment must have a uniformly clean appearance, be free from dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film streaks and deposits.
10. Spot Cleaning Carpets: A carpet adequately spot cleaned shall be free of all stains, deposits, gum, and spills, leaving a uniform appearance. Care must be taken to use a product that will not harm the carpet fibers and ensure complete surface removal. Adjacent surfaces shall be protected or cleaned.
11. Spot Cleaning Fabrics: All stains, gum, food debris, sticky substances, vomit, trash, biohazard spills, and any other substances shall be removed from the fabric on chairs, benches, and other surfaces each night using a properly diluted cleaning solution. Contractor shall use a product that will not harm the fabric fibers and ensure complete spot removal. The adjacent surfaces shall be protected or cleaned.
12. Graffiti Removal: Graffiti shall be removed from surfaces on the outside and inside of the RCC and items located on the RCC grounds. Care shall be taken to maintain the original surface where graffiti appeared. Graffiti shall be removed as soon as it is discovered; provided, however, any gang, violent, or hate related graffiti must be reported to the AOCC before the graffiti is removed.
13. Entrances and Vestibules: Entrances to the facilities shall present a clean, well-kept, orderly, and welcoming appearance. Debris shall be swept up and put in the trash; entrance matting shall be vacuumed and maintained free from soil, debris, and gum. Gum and spills shall be removed as soon as it is discovered. Spot clean doors, glass, and doorframes, matting and adjacent areas shall be maintained as needed to ensure acceptable appearance at all times.
14. Waste and Recycling Receptacles: Waste and recycling receptacles shall be emptied, and spot cleaned as needed to maintain safe and sanitary conditions. Walls or surfaces surrounding the receptacles shall be spot cleaned and the floors under and near the cans shall be clean and kept free of stains, spots, rust, and rings. Liners shall be replaced at each emptying of the receptacle; receptacles shall not be allowed to overflow. Periodically, all receptacles shall be thoroughly cleaned inside and out as needed with germicidal detergent. All receptacles in the public areas shall be kept neatly aligned and the receptacle(s) turned with lettering or signage facing out for easy visibility.
15. Drinking Fountains: Clean drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other removable soil and present a uniformly bright

appearance. Clean and disinfect all polished metal surfaces including the orifices and drain; care shall be taken to prevent overspray or damage to other surrounding finishes or walls.

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

16. Public and Courtesy Telephones: Public telephones and surrounding areas shall present a clean appearance free of dust, dirt stains, debris, graffiti, and smudges. Telephones shall be cleaned, sanitized, and left with a uniformly bright appearance.
17. Elevators and Adjacent Areas: All interior and exterior walls, floors, doors, ceilings, door tracks, glass, switches, buttons, controls and equipment must have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint and cleaning marks. Floors must be maintained according to standards for carpet and/or hard surface materials. Metal and bright work must be maintained in accordance with standards listed herein. All adjacent areas must be left free of residue and spotting following cleaning procedures. Elevator and adjacent areas must be maintained as needed to ensure acceptable appearance at all times.
18. Escalators, Moving Walkways and Adjacent Areas: All interior and exterior areas, cladding, glass, treads and risers, landings, handrails, switches, buttons, controls and related equipment must have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint and cleaning marks and be maintained in accordance with standards listed herein. Adjacent floor areas must be maintained according to standards for carpet and/or hard surface materials. Metal and bright work must be maintained in accordance with standards listed herein. All adjacent areas must be left free of residue and spotting following cleaning procedures. Escalators and adjacent areas must be maintained as needed to ensure acceptable appearance at all times.
19. Stairwells/ Halls: All walls, floors, stairs, stair treads, doors, door thresholds, and glass must have a uniformly clean appearance, free from dirt, dust, stickers, gum, stains, marks, streaks, lint, and cleaning marks. Floor and wall finishes must be maintained according to the standards listed herein, care and detail shall be paid to treads, grids, edges, and baseboards to ensure acceptable appearance at all times. Concrete surfaces must be swept of all dirt, dust, cobwebs and debris and pressure washed according to need. Railings must have a uniformly clean appearance, free from dirt, stains, smudges, adhered foreign substances, grease, oil and grime.
20. Vents/Grills/Exhaust Fans/Light Fixtures/Interior Signage: Equipment covers to include vents (wall and ceiling), diffuser and exhaust fans, grills, and light fixtures and wall signage must have a uniformly clean appearance, free from dirt, dust, stains and cobwebs.
21. Mechanical Rooms: Mechanical rooms that Contractor is allowed to access must be kept neat and free of unauthorized storage items and debris.

22. Curbside Walkways: Concrete walkways must be free of all litter and debris, empty trash cans and spot clean as required. Trash cans and seating must have a uniformly clean appearance.
23. Food/Vending Areas: Contractor shall not be required to do any cleaning in food service areas except as follows: Contractor's employees shall provide hard floor care services surrounding the shell of the food service concessionaire as defined within these Specifications, Section 1.6. The concessionaire shall be responsible for maintaining the floor during its business hours. Contractor shall be responsible for janitorial cleaning services and policing around public vending machine areas periodically during each workday.
24. All chemicals and procedures used in janitorial cleaning must be pre-approved by the Contract Administrator. If the result is below the standards established in these specifications and the deficiency is caused by improper procedures or materials used, Contractor shall correct the deficiency for cleaning work within twenty-four (24) hours of notification by BCAD of the deficiency and within thirty (30) minutes of notification for work that can be corrected without adverse impact to Airport operations.

4.3. Disinfecting Standards

Disinfecting procedures shall follow the CDC's recommended two-step process of thoroughly cleaning surfaces first and then utilizing an approved disinfectant according to 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. DAILY electrostatic spraying shall be given to all germ and virus prone areas, such as restrooms, seating areas, breakrooms, kitchens, conference rooms, etc. All areas will be disinfected following strict adherence to the most recent CDC guidelines.

4.4. Window/Glass Spot Cleaning Standards

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

4.5. Basic Floor Care Standards

1. Contractor shall provide all carpet and hard floor cleaning products and equipment. All chemicals and procedures used in floor care must be pre-approved by BCAD. It is not BCAD's intent to require a specific brand of product or equipment; however, BCAD reserves the right to review the Contractor's proposed cleaning equipment and materials. If in BCAD's sole opinion, Contractor's cleaning equipment or products do not provide effective sanitation and/or cleanliness of the facilities, BCAD may require alternate products/equipment. Flooring manufacturers cleaning

recommendations should be closely followed.

2. Contractor shall schedule the daily floor cleaning requirements to achieve complete facility cleaning. Contractor shall document that proper carpet care and hard floor care processes have been performed in compliance with approved schedule. BCAD reserves the right to approve and make suggested changes to the schedule.
3. Contractor shall vacuum and clean the interior and exterior walk-off mats. After vacuuming and cleaning, mats shall be free of all visible lint, litter, and soil. Carpet style entrance mats shall be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, extracted, or hosed down, and then dried to remove soil and grit. Soil underneath entrance mats must be removed, rubber backing must be cleaned to prevent mats from shifting or "walking," and clean mats returned to their normal location.
4. Contractor shall develop a floor-cleaning plan, which shall be subject to approval by BCAD ("Floor Cleaning Plan"). Changes to the Floor Cleaning Plan shall be subject to BCAD approval. Work shall be scheduled in such a way that it does not disrupt the functions and normal day-to-day procedures of the Airport.
5. Floor care equipment must be in good repair at all times. Contract Administrator or designee reserves the right to inspect equipment regularly. Contractor shall strain water from machines prior to water being poured down any sink drain. Contractor's straining device/method shall be pre-approved by BCAD. Contractor shall not remove any floor drains or screens in any sink. If carpet fibers, mop strings, rubber gloves, stripper or waxes, or any other cleaning debris is the cause for any clogged drains, Contractor shall be responsible for all costs incurred by County in any necessary repairs. Contractor shall pay all costs incurred by County within fifteen (15) days of written demand from County, or County may deduct the costs from its any payments due Contractor, as County may elect.
6. If the result of Contractor's floor care is below standards and the discrepancy is caused by improper procedures or materials used, Contractor shall correct the deficiency within twenty-four hours of notification of the discrepancy.
7. Contractor shall provide enough barricades, traffic cones, and proper slip hazard signs for each floor area being cleaned to protect all Airport users adequately. All barricades, traffic cones, and signage must be professionally designed for its intended use and meet all OSHA safety standards. All signage used by the Contractor shall have symbols on signage that meet International Standards developed by International Standards Organization ("ISO") available at http://www.iso.org/iso/graphical-symbols_booklet.pdf. All barricades and directional equipment shall be maintained to provide a clean and professional appearance.

4.6. Floor Care – Terrazzo/Tile Floors (Hard Floors)

Terrazzo flooring within the specified service areas is approx. 59,000 sq. ft.

1. The following standards shall not be construed as comprehensive. Any items not specifically included but found necessary to care for all hard floor surfaces properly, shall be included as though written into these specifications. Hard floors

shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly, and safe condition. The result of all hard floor-cleaning procedures shall leave all surfaces free of dust, dirt soil, gum, cleaning agents, and all removable stains. Care shall be taken to avoid damaging any hard floor surface irrespective of the method or cleaning technique employed. The majority of RCC floors are terrazzo and designated as Public Art. The terrazzo floors must be maintained to the highest industry standards.

2. Hard floor surfaces, which have been swept, mopped, or cleaned with an auto scrubber, shall present a uniformly clean appearance with no evidence of surface spoilage or spotting. Floors should be dry prior to any metal objects being placed back on the floor so as not to allow any rust to form on the floor. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Contractor shall be responsible for moving and replacing all furniture and small items in the area to be cleaned.
3. Floor finish removal (stripping) is accomplished when all visible floor surfaces, including surfaces that can be exposed by the removal of non-fixed furnishings, have all finish and/or sealer removed down to the flooring materials without causing damage, shall be free of all dirt, removable stains, deposits, debris, cleaning solution and standing water, and the floor has a uniform appearance when dry. Floors shall be scrubbed with a floor machine equipped with a stripping pad, except in those areas where the use of manual devices is necessary, such as along walls, in corners, etc. The stripping solution and rinse water shall be picked-up with a wet/dry vacuum following finish removal operation immediately; the floor surface shall be left PH neutral. Care shall be taken to clean and leave no finish on window ledges, mullions, baseboards, walls, doors, furniture, and other adjacent areas.
4. A finished floor application shall be satisfactorily completed when all old finish has been completely removed, including in corners and along edges and sufficient coats of finish have been properly applied with enough drying time between each coat to assure that the reflectance shall be uniform with no streaking, swirls, globs, bubbling, or yellowing.
5. Finish recoating must be done in traffic areas where finish has worn and needs to be recoated. A satisfactorily recoated floor shall be scrubbed, cleaned, and rinsed in preparation to recoat with more finish. Care shall be taken to apply finish to worn areas of the floor and feathered into the areas where the finish is not worn, and not to add unneeded layers of finish long edges or in areas where it does not wear.
6. Auto scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains, and marks, or standing water, and floor has a uniformly clean appearance. The method used must be sufficient to clean all grout and/or uneven floor surfaces. Floor surfaces should be PH neutral when scrubbing is complete. When cleaning with an auto scrubber extra time needs to be considered for detail mopping of corners, edges, around furniture, plants etc., and picking up any water left behind from the machine.
7. All finished floor areas shall be buffed to an acceptable sheen with an acceptable floor buffer or burnisher as needed to sufficiently maintain maximum gloss on flooring without a matte finish. All residual dust from this process shall be removed from the floor, edges, and baseboards. Surrounding surfaces shall be buffed.

4.7. Waste Disposal Standards

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

4.8. Recycling Program Collection Standards

1. Contractor shall support BCAD's commitment to recycling. Recyclables collected from the public areas of the Airport shall be placed in clear or opaque liners so that recyclable materials can be clearly identified and kept separate from collected waste. Contractor shall be responsible for placing segregated waste materials into the proper receptacles. This includes all current and future waste and recycling waste streams. Contractor shall handle segregated materials in a manner to ensure that recycling receptacles are not used for inappropriate materials.

2. All recyclables, including but not limited to, paper, newsprint, plastic, aluminum, telephone books, and cardboard shall be transported to the trash area or collection sites as designated by BCAD. Contractor's employees shall be responsible for picking up, and transporting to the appropriate receptacle, ANY recyclable material they encounter at any time during their work.
3. Cardboard shall be collected separately and transported to the designated cardboard container.
4. Contractor shall ensure that employees are trained to not utilize the same elevators as the public while transporting recyclables or offend the public with recycle carts or other cleaning equipment. All recycle carts shall be kept clean, odor free, and well maintained. Tracking of oil, dirt, debris, salt, grease, black drag or wheel marks, or other outside substances into the Airport facilities shall be prevented at all times. Contractor shall be responsible for damages to floor finishes or other surfaces caused by improper use or maintenance of recycle carts. All recycling collection containers shall be pretreated and cleaned on a regular basis to prevent offending odors and unprofessional appearance.
5. Contractor shall support and comply with any future recycling efforts or program enhancements implemented by BCAD during the term of the Agreement. This may include, but is not limited to, changes in the recycling materials, segregation approach, locations and types of receptacles, and volume of materials generated.

4.9. Policing Services ("Policing")

1. Contractor shall police the public areas of the RCC including, but not limited to, restrooms, public seating areas, smoking areas, public open floor space areas, and exterior sidewalks and vestibules on floors 2 through 9. As used herein, Policing requires the Contractor to schedule the appropriate level of services and supplies to keep the public locations up to acceptable standards at all times ("Policing").
2. Contractor's employees must "follow the crowd" to perform Policing.
3. Contractor may have to adjust Policing frequencies at various times and at various locations established at the start of the Agreement to accommodate the conditions and usage patterns in the RCC throughout the term of this Agreement. Policing shall be done to ensure the RCC presents a clean image to Airport users and to ensure RCC facilities are free of dust, dirt, debris, scuffmarks, stains, soil, film, wet spills, and odors.

5. SPECIFIC CLEANING STANDARDS

5.1. Public Restrooms

1. Public restrooms shall be kept clean and shall not become dull in appearance. Waste receptacles shall be emptied, and spot cleaned. Trash shall not be allowed to overflow.
2. All surfaces of basins, bowls, toilets, seats, urinals, and all other restroom surfaces within touchable range shall be properly cleaned, sanitized, rinsed, and dried spot free.
3. De-scaling shall be performed as required to keep surfaces free from streaks,

stains, scale, scum, urine deposits, and rust stains.

4. Dispensers shall be emptied prior to being cleaned and then refilled with supplies. Dispensers shall not run out of supplies during operational hours and supplies shall only be stocked or stored in designated locations.
5. Sharps' medical waste needle disposal containers shall be removed and properly disposed of when full and replaced with a new container.
6. Spot clean/disinfect light switches, doors, and walls.
7. All restroom mirrors, basins, shelves/counters, bright work, and stainless steel or solid surface partitions shall have a clean and polished appearance. Solid surface materials shall not become stained or dingy.
8. Floor and wall tile shall be maintained to standards listed herein and special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, trash receptacles, and all other permanently fixed equipment or finishes to prevent buildup of odor causing bacteria.
9. Air fresheners shall be maintained to ensure continued fresh and pleasant-smelling facilities.
10. Special care shall be given to prevent standing water and slick surfaces. Contractor shall use appropriate signage and barricades to protect against slip and falls. Flooding of restroom surfaces shall not be acceptable.
11. Policing of public restrooms shall be accomplished as often as possible between, to provide for the least impact on the RCC users and to maintain restrooms at the highest level of cleanliness possible. Typical average Policing during high volume of activity shall occur no less than every fifteen (15) minutes. During low volume periods, policing shall be no less than every ninety (90) minutes.
12. Contractor shall coordinate restroom closures to have the least amount of impact on the traveling public. Public restrooms may only be closed during the hours approved by BCAD unless there is an emergency event preventing opening of the restroom(s).
13. Contractor shall notify AOCC to report any inoperable fixture within the restrooms.
14. All surfaces, walls, floors, and fixtures in the restrooms must be sanitized daily. Methodology must be submitted with response to the RFP and approved by BCAD.
15. Documentation shall be kept by the Contractor to document that the proper cleaning process has been performed and the agreed upon cleaning schedule has been met.

5.2. Public Seating Areas

1. Seating areas that are designated as part of Contractor's responsibility shall be maintained free of litter, spills, food and drink waste, packaging, accumulated dust, dirt, gum, stickers, and debris.
2. All furniture surfaces, tabletops, counters, seat backs, legs, feet, arms, and seams shall be wiped clean with disinfectant; fabrics shall be spot free and have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint, and cleaning marks.

3. Tables and chairs that have been displaced shall be repositioned and straightened taking care to prevent damage to wall finishes.
 4. Floors shall be maintained according to standards for carpet and/or hard surface materials.
 5. Metal and bright work shall be maintained in accordance with the Standards.
 6. Regular Policing of public seating and eating spaces areas shall be performed to ensure all seating, eating, and adjacent areas are maintained as needed to ensure acceptable appearance at all times.
- 5.3. Public Open Floor Space Areas
1. The Standards for floor finishes, walls, stairs, halls, bright work, windows, and glass, etc. shall be maintained at acceptable cleaning levels at all times.
 2. Drinking fountains shall be disinfected at a minimum of every two (2) hours.
 3. All sidewalks shall have a clean appearance, free from trash, stickers, gum, stains, and spills.
 4. The public open floor space areas shall be policed on a regular schedule to ensure that the Standards are maintained at all times.
- 5.4. Office Areas
1. Office areas shall present a clean, well-kept, orderly, and professional appearance.
 2. Waste receptacles shall be emptied, spot cleaned, and liners replaced as required.
 3. Non-carpeted floors shall be swept/dust mopped.
 4. Carpeted floors vacuumed and spot clean all carpets to remove stains, deposits, gum, and spills.
 5. All shelves, counters, cabinets, and cases shall be free of accumulated dust and debris.
 6. Wipe clean all tables, desks, counters, chairs, and chair legs.
 7. Spot clean all hard surface walls to remove fingerprints, dust, soil, and marks.
 8. Occupant's personal effects and work items, personal effects, electronics, work items, and electrical plugs must be left as found and shall not be moved or rearranged during cleaning.
 9. Contractor shall prohibit its employees from opening desk drawers or cabinets or using the telephone or other office equipment.
- 5.5. Electrostatic spraying
- Frequency of electrostatic spraying will be made to the following areas as described:
1. Daily:
 - a. Restrooms

- b. Touch points
- c. Seating areas
- d. Elevators
- e. Vestibules

- 2. Monthly:
 - a. Office areas
 - b. Common areas
 - c. Walls
 - d. Ceiling tiles
 - e. Floors

5.6. Dispensers

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

6. SUSTAINABLE CLEANING STANDARD AND PROCESSES

6.1. Environmentally Preferred Products

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

6.2. Low Environmental Impact Cleaning

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

6.3. Sustainable Cleaning Systems

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

6.4. Sustainable Cleaning Operating Procedures

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

Contract Administrator or designee.

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

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

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

Contractor shall maintain a written floor maintenance log that details the number of coats applied as the base and topcoats and the duration between stripping and re-coat cycles. Contractor must re-coat floors as required herein. Copies of the floor maintenance logs shall be provided to BCAD upon request.
 - 6.8. Sustainable Cleaning Products and Materials
 1. Contractor is encouraged to purchase sustainable cleaning products and materials. This includes all cleaning chemicals, janitorial supplies, rubber gloves, etc.
 2. Use of sustainable cleaning products shall be achieved with commitment by the Contractor to use cleaning chemicals that are primarily Green Seal GS-37 "Industrial and Institutional Cleaners" and/or Designed for Environment ("DFE") certified products. Only chemicals that have received the prior approval of BCAD for use at FLL shall be permitted at the Airport.
 3. Janitorial paper products, hand soap, trash liners, and other recycled-content products shall meet the EPA recovered-content criteria (Comprehensive Procurement Guidelines – CPG) whenever possible.
 - 6.9. Chemical Concentrations and Dilution Systems

Concentrated products diluted on site are preferred, however when applicable, concentrated cleaning products that are packaged in "ready-to-dispense" ("RTD") or other appropriate dilution systems shall be acceptable. Concentrated packaging systems are used to dilute and dispense a wide variety of concentrated cleaning

solutions, from general-purpose cleaners and glass cleaners to floor cleaners and restroom cleaners. The use of such products reduces greenhouse gas emissions associated with transport of bulkier, "ready-to-use" products.

7. FREQUENCY OF SERVICES

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

7.1. Service Plan/Frequency of Services

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

8. PANDEMICS / EPIDEMICS/ DISASTERS / OTHER UNFORESEEN CONDITIONS

Contractor shall participate in initiatives or programs conducted by County to invoke the public's confidence in the use of the Airport during any pandemic, epidemic, or other Emergency following written approval by the County at no additional out-of-pocket cost to Contractor. Contractor's participation shall include, but not be limited to, participating in public outreach events or other media activities intended to invoke public confidence in the use of the Airport, participating in discussions with County personnel regarding methods to increase public confidence in the use of the Airport, supplying necessary equipment, chemicals, supplies and staffing to sanitize Service Areas.

Should an event occur, such as a pandemic, hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, that may limit access or use of the Airport, BCAD requires a method to increase or decrease service areas, levels of staffing and/or decrease levels of service hours. The level of services described in these specifications and on the Item Response Form for this RFP are based on 24 hours per day-seven days per week level of operations. There is no guarantee these levels will be required during the entire life of this Agreement.

9. MODIFICATION TO SERVICE AREAS OR SERVICES

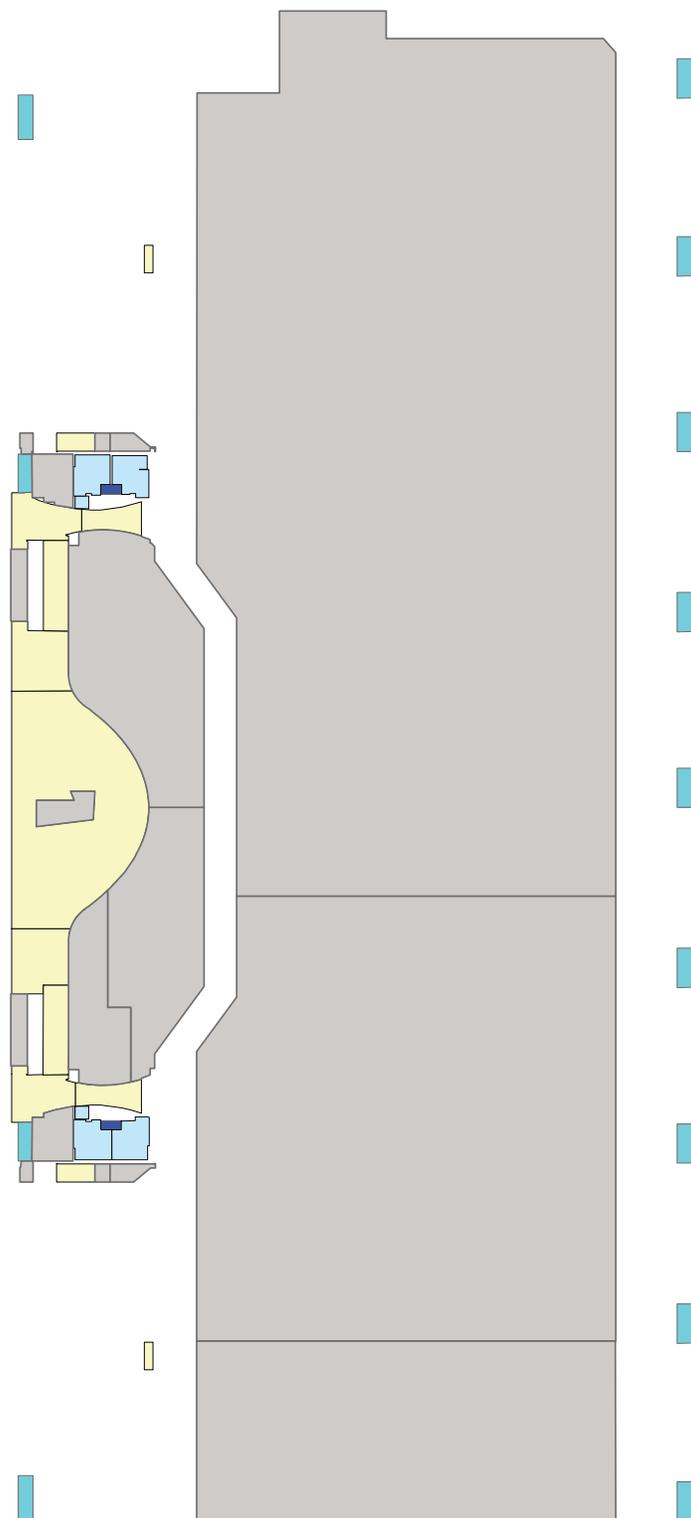
County reserves the right to add or delete Service Areas or Services. If County makes modifications to Service Areas or Services that impact Contractor's actual costs in providing the Services, the adjustments shall be made in accordance with the Item Response Form submitted by the Contractor.

1. If modifications made by County increase or decrease the square footage ("SQFT") of Service Area(s), Contractor's compensation shall be adjusted by an amount equal to the increased or decreased SQFT number multiplied by the SQFT rates set forth in ATTACHMENT 3 for Modification of Services – Square Foot Rates.
2. In the event the modifications to Service Areas are not comparable in Service needs to the existing areas covered under the Agreement, an appropriate adjustment may be made with the recommendation of the Contract Administrator and approval of the Director of Purchasing.
3. In the event Services are modified requiring the deletion or addition of labor hours, contractor's compensation shall be adjusted by an amount equal to the increased or decreased cost per hour of the additional or reduced labor hours multiplied by the hourly rates set forth in ATTACHMENT 3 for Modification of Services – Labor Hour Rate.

END OF SECTION

**ATTACHMENT 1
AREAS FOR SERVICE
Page 1 of 3**

Cypress Garage Level 2

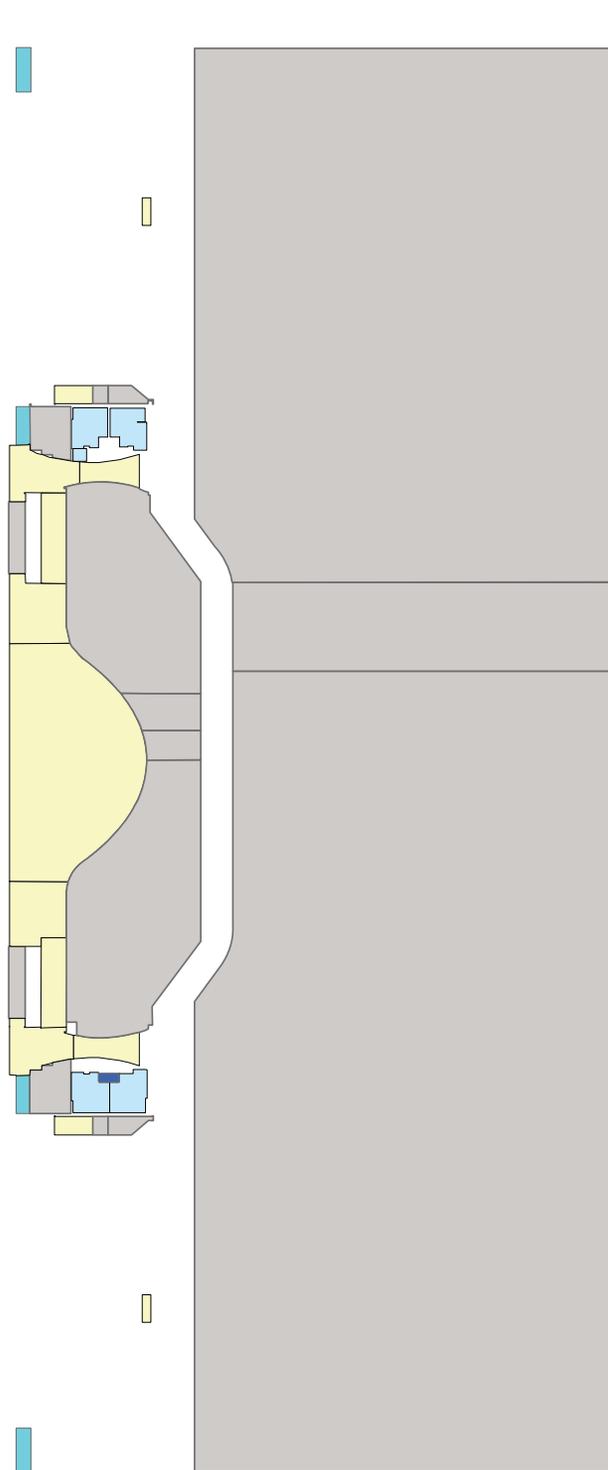


Legend

-  Janitor - 175 SQ FT
-  Public Restroom - 2,600 SQ FT
-  Public Space - 19,400 SQ FT
-  Stairwells - Floors 2 thru 9 - 41,375 SQ FT
-  Not Maintained

**ATTACHMENT 1
AREAS FOR SERVICE
Page 2 of 3**

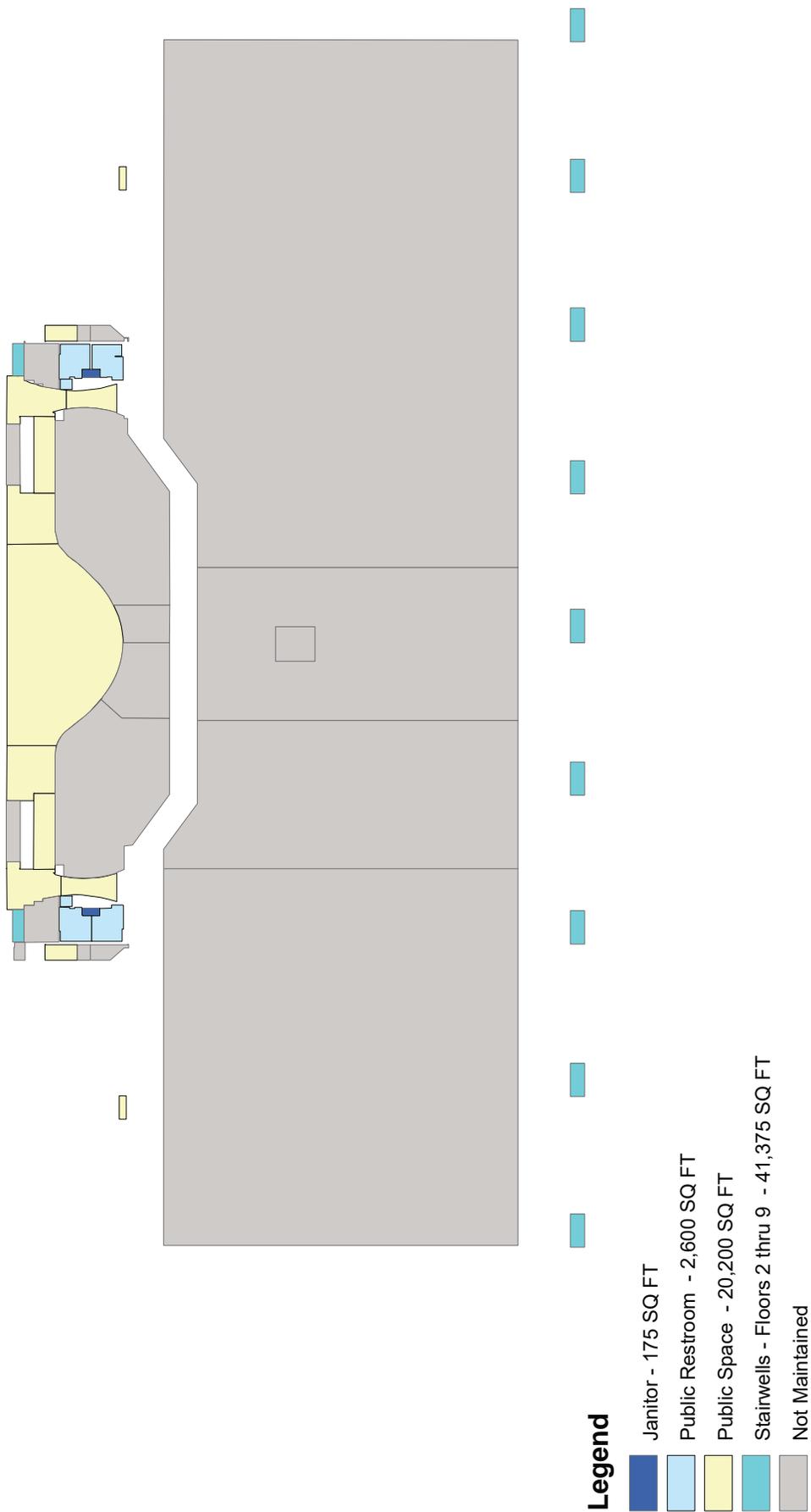
Cypress Garage Level 3



Legend

-  Janitor - 175 SQ FT
-  Public Restroom - 2,600 SQ FT
-  Public Space - 19,700 SQ FT
-  Stairwells - Floors 2 thru 9 - 41,375 SQ FT
-  Not Maintained

Cypress Garage Level 4



ATTACHMENT 2

JANITORIAL SERVICES AT FLL-RENTAL CAR CENTER

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

Prices within this attachment shall be in accordance with the Broward County Living Wage Ordinance, as amended, annually adjusted as provided within the ordinance, and including a projected qualifying health benefits amount of \$3.44.

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

Prices must be entered for all items in accordance with Special Instructions to Vendors, Section J.2. If additional work titles are proposed to perform the work, provide information in the applicable sections of this form. If position is not offered, indicate with a "N/A".

Prices shall be the raw (unburdened) labor rates exclusive of taxes, insurance, overhead, profit, etc.

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

PERSONNEL POSITIONS

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

Vendor Name

ATTACHMENT 2

JANITORIAL SERVICES AT FLL-RENTAL CAR CENTER

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

Prices within this attachment shall be in accordance with the Broward County Living Wage Ordinance, as amended, annually adjusted as provided within the ordinance, and including a projected qualifying health benefits amount of \$3.44.

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

Prices must be entered for all items in accordance with Special Instructions to Vendors, Section J.2. If additional work titles are proposed to perform the work, provide information in the applicable sections of this form. If position is not offered, indicate with a "N/A".

Prices shall be the raw (unburdened) labor rates exclusive of taxes, insurance, overhead, profit, etc.

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PERSONNEL POSITIONS

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

Vendor Name

ATTACHMENT 2

JANITORIAL SERVICES AT FLL-RENTAL CAR CENTER

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

Prices within this attachment shall be in accordance with the Broward County Living Wage Ordinance, as amended, annually adjusted as provided within the ordinance, and including a projected qualifying health benefits amount of \$3.44.

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

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Prices shall be the raw (unburdened) labor rates exclusive of taxes, insurance, overhead, profit, etc.

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PERSONNEL POSITIONS

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

Vendor Name

ATTACHMENT 2

JANITORIAL SERVICES AT FLL-RENTAL CAR CENTER

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

Prices within this attachment shall be in accordance with the Broward County Living Wage Ordinance, as amended, annually adjusted as provided within the ordinance, and including a projected qualifying health benefits amount of \$3.44.

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

Prices must be entered for all items in accordance with Special Instructions to Vendors, Section J.2. If additional work titles are proposed to perform the work, provide information in the applicable sections of this form. If position is not offered, indicate with a "N/A".

Prices shall be the raw (unburdened) labor rates exclusive of taxes, insurance, overhead, profit, etc.

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

PERSONNEL POSITIONS

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

Vendor Name

ATTACHMENT 2

JANITORIAL SERVICES AT FLL-RENTAL CAR CENTER

WAGE RATES (FOR LIVING WAGE RATE INFORMATIONAL PURPOSES ONLY EFFECTIVE JANUARY 1, 2025 THRU DECEMBER 31, 2025)

Prices within this attachment shall be in accordance with the Broward County Living Wage Ordinance, as amended, annually adjusted as provided within the ordinance, and including a projected qualifying health benefits amount of \$3.44.

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

Prices must be entered for all items in accordance with Special Instructions to Vendors, Section J.2. If additional work titles are proposed to perform the work, provide information in the applicable sections of this form. If position is not offered, indicate with a "N/A".

Prices shall be the raw (unburdened) labor rates exclusive of taxes, insurance, overhead, profit, etc.

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

PERSONNEL POSITIONS

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

Vendor Name

ATTACHMENT 2

JANITORIAL SERVICES AT FLL-RENTAL CAR CENTER

WAGE RATES (FOR LIVING WAGE RATE INFORMATIONAL PURPOSES ONLY EFFECTIVE JANUARY 1, 2026 THRU DECEMBER 31, 2026)

Prices within this attachment shall be in accordance with the Broward County Living Wage Ordinance, as amended, annually adjusted as provided within the ordinance, and including a projected qualifying health benefits amount of \$3.44.

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

Prices must be entered for all items in accordance with Special Instructions to Vendors, Section J.2. If additional work titles are proposed to perform the work, provide information in the applicable sections of this form. If position is not offered, indicate with a "N/A".

Prices shall be the raw (unburdened) labor rates exclusive of taxes, insurance, overhead, profit, etc.

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

PERSONNEL POSITIONS

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

Vendor Name

ATTACHMENT 3

JANITORIAL SERVICES AT FLL-RENTAL CAR CENTER

MODIFICATION OF SERVICES SERVICE AREA AND HOURLY LABOR RATES

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

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

Labor prices shall be the full (burdened) labor rates inclusive of taxes, insurance, overhead, profit, etc.

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

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE/UNIT</u>
Janitorial Services January 1, 2021 thru December 31, 2021	SQ. FT.	\$ _____
Janitorial Services January 1, 2022 thru December 31, 2022	SQ. FT.	\$ _____
Janitorial Services January 1, 2023 thru December 31, 2023	SQ. FT.	\$ _____
Janitorial Services January 1, 2024 thru December 31, 2024	SQ. FT.	\$ _____
Janitorial Services January 1, 2025 thru December 31, 2025	SQ. FT.	\$ _____
Janitorial Services January 1, 2026 thru December 31, 2026	SQ. FT.	\$ _____
Janitorial Labor January 1, 2021 thru December 31, 2021	HOUR	\$ _____
Janitorial Labor January 1, 2022 thru December 31, 2022	HOUR	\$ _____
Janitorial Labor January 1, 2023 thru December 31, 2023	HOUR	\$ _____
Janitorial Labor January 1, 2024 thru December 31, 2024	HOUR	\$ _____
Janitorial Labor January 1, 2025 thru December 31, 2025	HOUR	\$ _____
Janitorial Labor January 1, 2026 thru December 31, 2026	HOUR	\$ _____

Vendor Name

Standard Instructions to Vendors Request for Proposals, Request for Qualifications, or Request for Letters of Interest

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

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

A. Responsiveness Criteria:

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

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

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

1. Lobbyist Registration Requirement Certification

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

2. Addenda

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

B. Responsibility Criteria:

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

The Selection or Evaluation Committee will recommend to the awarding authority a determination of a Vendor's responsibility. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award.

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

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

1. **Litigation History**

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

2. **Financial Information**

- a. All Vendors are required to provide the Vendor's financial statements at the time of submittal in order to demonstrate the Vendor's financial capabilities.
- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:
 - i. Balance sheets, income statements and annual reports; or
 - ii. Tax returns; or
 - iii. SEC filings.

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

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

3. Authority to Conduct Business in Florida

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

4. Affiliated Entities of the Principal(s)

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the **Affiliated Entities of the Principal(s) Certification Form**.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities

related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

5. Insurance Requirements

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

C. Additional Information and Certifications

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

1. Vendor Questionnaire

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

2. Standard Certifications

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

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

3. Subcontractors/Subconsultants/Suppliers Requirement

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

D. Standard Agreement Language Requirements

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

the Selection or Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

E. Evaluation Criteria

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

F. Demonstrations

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

G. Presentations

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

H. Public Art and Design Program

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

I. Committee Appointment

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

J. Committee Questions, Request for Clarifications, Additional Information

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

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

K. Vendor Questions

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

L. Confidential Material/ Public Records and Exemptions

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

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

4. Material will not be treated as confidential if the Vendor does not cite the applicable Florida Statute(s) allowing the document to be treated as confidential.

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

M. Copyrighted Materials

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

N. State and Local Preferences

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

O. Local Preference

The following local preference provisions shall apply except where otherwise prohibited by federal or state law or other funding source restrictions.

For all competitive solicitations in which objective factors used to evaluate the responses from vendors are assigned points totals, five percent (5%) of the available evaluation criteria points (for example, five points of a total 100 points), shall be assigned to Locally Based Businesses as follows:

- a. The maximum points shall be awarded to each Locally Based Business and to each joint venture that is composed solely of Locally Based Businesses; and
- b. For any other joint venture, points shall be awarded based upon the proportion of Locally Based Businesses' equity interests in the joint venture.

If, upon the completion of final rankings (technical and price combined, if applicable) by the evaluation committee, a nonlocal vendor is the highest ranked vendor and one or more Local Businesses (as defined by Section 1-74 of the Broward County Code of Ordinances) are within five percent (5%) of the total points obtained by the nonlocal vendor, the highest ranked Local Business shall be deemed to be the highest ranked vendor overall, and the County shall proceed to negotiations with that vendor. If impasse is reached, the County shall next proceed to negotiations with the next highest ranked Local Business that was within five percent (5%) of the total points obtained by the nonlocal vendor, if any.

Refer to Section 1-75 of the Broward County Local Preference Ordinance and the **Local and/or Locally Based Business Certification Form** for further information.

P. Tiebreaker Criteria

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

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

Q. Posting of Solicitation Results and Recommendations

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

R. Review and Evaluation of Responses

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

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

S. Vendor Protest

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

1. Any protest concerning the solicitation or other solicitation specifications or requirements must be made and received by the County within seven business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
2. Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the RLI or RFP opening, shall be submitted in writing and received by the Director of Purchasing within five business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
3. Any actual or prospective Vendor who has a substantial interest in and is aggrieved in connection with the proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
4. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a proposed contract award shall be a waiver of the Vendor's right to protest.

- As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

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

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

T. Right of Appeal

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

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

U. Rejection of Responses

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

V. Negotiations

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

W. Submittal Instructions:

- Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. DO NOT INCLUDE any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
- Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync.** It is the Vendor's sole

responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation.

3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in BidSync. Web-fillable forms can be filled out and submitted through BidSync.
5. After all documents are viewed, submitted, and/or accepted in BidSync, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financials Statements) in the Item Response Form in BidSync, under line one (regardless if pricing requested).
6. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
7. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
8. After all files are uploaded, Vendor must submit and **CONFIRM** its offer (by entering password) for offer to be received through BidSync.
9. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

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

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

Special Instructions to Vendors Janitorial Services at FLL - Rental Car Center (RCC)

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

A. Additional Responsiveness Criteria:

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

1. Pricing Sheet(s)

Refer to **BidSync Item Response Form**. Form must be completed with prices entered for each line and submitted at time of solicitation due date in order to be responsive to solicitation requirements.

Points awarded for price will be based on the aggregate total of line items. Refer to Standard Instructions to Vendors, Evaluation Criteria, Section E for calculation of points.

- a. It is the responsibility of the Vendor to complete and electronically sign the Item Response Form for this solicitation. The Item Response Form is a matter of RESPONSIVENESS. Failure of the Vendor to complete and electronically sign the Item Response Form SHALL determine the Vendor to be NON-RESPONSIVE to the solicitation.
- b. All blank areas of the Item Response Form MUST be filled in with a dollar figure. If it is the intent of the Vendor to perform or provide any services or commodities referenced on the Item Response Form at no cost to the County, then \$0.00 (zero) dollars MUST be referenced in the appropriate field. If the Vendor intends not to submit a price for a particular line item, the Vendor MUST indicate "NO BID" in the appropriate field ("Notes for Buyer"). If pricing is required for multiple years, pricing for each year MUST be completed by the Vendor.
- c. The Vendor SHALL use the Item Response Form provided in the solicitation document. Failure by the Vendor to use the required Item Response Form SHALL determine the Vendor to be nonresponsive.
- d. DO NOT USE "N/A", "-", "(DASH) OR ANY OTHER SYMBOLS ON THE PRICE SHEET. IT IS THE RESPONSIBILITY OF THE VENDOR TO ASK QUESTIONS OR SEEK CLARIFICATION REGARDING THE ITEM RESPONSE FORM SUBMITTAL PRIOR TO THE SOLICITATION'S DUE DATE. THE COUNTY WILL NOT SEEK CLARIFICATION ON ANY PRICING.
- e. Offered prices shall reflect the maximum amount for the work defined within the scope of services and is subject to potential decreases through negotiation.

2. Domestic Partnership Act Requirement

This solicitation requires that the Vendor comply with Domestic Partnership Act unless it is exempt from the requirement per Ordinance. Vendors must follow the instructions included in the **Domestic Partnership Act Certification Form (Requirement and Tiebreaker)** and submit as instructed.

3. Living Wage Requirements

This solicitation requires that the Vendor complies with the Living Wage Ordinance. Vendors must follow the instructions included in the **Living Wage Ordinance Requirements** section

and submit **Living Wage Ordinance Compliance Affidavit Form** as instructed. On February 26, 2019, Agenda Item 43, the Broward County Board of County Commissioners approved an amendment to the Ordinance to increase the qualifying health benefit amount to \$3.44 per hour effective January 1, 2021.

B. Additional Responsibility Criteria:

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

1. Office of Economic and Small Business Development Program:

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

2. Workforce Investment Program

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

3. Required Assurance Statement:

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

C. Standard Agreement Language Requirements:

The Project Specific Agreement terms and conditions for this solicitation can be located at the following hyperlink, under "Project Specific" Agreements as Referenced by Solicitation Number, RFP No. BLD2117566P2, Janitorial Services at FLL – Rental Car Center:

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

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

D. Demonstrations:

Not applicable to this solicitation.

E. Presentations:

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

F. Procurement Authority:

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

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

County Funds

H. Projected Schedule:

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

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

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

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

I. Project Manager Information:

Project Manager: Lori Vassello, Contract/Grant Administrator Senior

Email: lvassello@broward.org

J. Additional Requirements:

1. Minimum Qualifications:

- 1.1. Respondent should have a minimum of three (3) years continuous and satisfactory experience as the prime contractor in providing janitorial services in a heavily populated facility requiring 24/7 janitorial services.
- 1.2. Respondent should demonstrate similar staffing levels of approximately twenty-five (25) employees for a comparable facility as described above and provide a reference or references to which the janitorial management services were rendered.
- 1.3. Respondent should demonstrate experience in managing employee's access control and security credentialing.

2. JANITORIAL WAGE RATE Forms and MODIFICATION OF SERVICES Price Form:

Vendor should provide completed **ATTACHMENT 2 and ATTACHMENT 3** at the time of response submittal. All lines shall be priced per unit. If not included with the response submittal at the time of the solicitation opening deadline, the Vendor is required to provide within three business days of County's request.

NOTE: The Janitorial Wage Rate forms and Modification of Services price form will not be included in the Evaluation Criteria Points for Price but is required as part of a Vendor's submittal.

3. Negotiations

Standard Instructions to Vendors, Section V is amended to add:

County reserves the right to request during negotiations a breakdown of monthly prices and/or annual price in the bid or any proposals offered for janitorial services, which shall include but are not limited to all pricing elements such as labor (including but not limited to, numbers of daily positions, hours per position, raw rates per position, and all elements of labor burdens), materials, profit and overhead, as well as relevant documentation to support any included expenses or other amounts.

4. Office of Economic and Small Business Development Requirements: CBE Reserve

Paragraph C. is amended to read as:

The Broward County Board of Commissioners may amend Section 1-81.3 of the Broward County Code of Ordinances to address additional requirements for CBEs. The requirements for this solicitation will be based upon the version of Section 1-81.3 of the Broward County Code of Ordinances in effect at the time of the Final Evaluation Committee meeting when the proposed recommendation for final ranking is determined.

**Evaluation Criteria
Janitorial Services at FLL - Rental Car Center (RCC)**

1. Ability of Professional Personnel:

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

Resumes shall include:

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

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

Points Value: 10

2. Project Approach:

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

Additional Instructions: Project Approach shall include:

- A. For the Service Plan
 - 1) Provide staffing levels for each shift intended for the RCC to ensure cleaning standards are met or exceed specifications.
 - 2) Describe work plan for each shift to ensure cleaning standards are met or exceed specifications.
 - 3) Describe your floor care plan in order to maintain high quality floor surfaces. Include experience in maintaining and refinishing of terrazzo floors.
 - 4) Describe your restroom care plan in order to maintain cleanliness and continuity of paper and soap products stocked throughout each 24-hour day.
 - 5) Describe your high cleaning plan to ensure the facilities are left dirt and dust free in high places including but not limited to HVAC vents, light fixtures and signage.
 - 6) Describe your sanitizing and disinfecting procedures including equipment used to perform these services.
 - 7) Describe your capabilities to respond to emergency or disaster situations including supply of specialized equipment required for de-watering or moisture removal tasks or other special cleaning services.

Points Value: 20

**Evaluation Criteria
Janitorial Services at FLL - Rental Car Center (RCC)**

For the Management Plan

- 1) Describe how your company will achieve the services, quality standards and demands as outlined in the specifications.
- 2) Describe your Quality Control Program.
- 3) Describe your inspection procedures. Include sample of reporting system and any technical aids used to monitor performance standards.

Points Value: 5

B. For Addressing Company Equipment

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

Points Value: 5

C. For Training Program

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

Points Value: 5

Points Value: 35

3. Past Performance:

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

Minimum Qualifications:

1. Respondent should have a minimum of three (3) years continuous and satisfactory experience as the prime contractor in providing janitorial services in a heavily populated facility requiring 24/7 janitorial services.
2. Respondent should demonstrate similar staffing levels of approximately twenty-five (25) employees for a comparable facility as described above and provide a reference or

Evaluation Criteria Janitorial Services at FLL - Rental Car Center (RCC)

references to which the janitorial management services were rendered.

3. Respondent should demonstrate experience in managing employee's access control and security credentialing.

Vendor should provide references for similar work performed to show evidence of qualifications and previous experience where vendor staffed and serviced facilities 24/7/365 while the facility was occupied. Vendor should also include experience in maintaining and refinishing terrazzo floors. Refer to **Vendor Reference Verification Form** and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.

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

Points Value: 20

4. Workload of the Firm:

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

Points Value: 5

5. Location:

Refer to **Local and/or Locally Based Business Certification Form** and submit as instructed. The maximum points shall be assigned to each Locally Based Business and to each joint venture that is composed solely of Locally Based Businesses.

Points Value: 5

6. Pricing:

Pricing (**Item Response Form**) must reflect all equipment and services as defined in Scope of Work as indicated and entered on the Item Response Form in BidSync and as per the Bid Comments. Janitorial Wage Rate forms (ATTACHMENT 2) and Modification of Services price form (ATTACHMENT 3) will not be made a part of points value apportioned for Price.

Points Value: 25

LOCAL AND/OR LOCALLY BASED BUSINESS CERTIFICATION FORM

Subject to certain requirements, Section 1-74, et seq., Broward County Code of Ordinances, provides bidding preferences to Local Businesses and Locally Based Businesses.

To be eligible for the best and final offer ("BAFO") (Section 1-75(a)) or the BAFO tiebreaker (Section 1-75(c)), the Vendor **must** submit this fully completed form and its Broward County local business tax receipt at the same time it submits its bid or response to a procurement solicitation. Vendors who fail to comply with this submittal deadline will not be eligible for either the BAFO or the BAFO tiebreaker.

For all other location preferences, the Vendor **should** submit this fully completed form and all Required Supporting Documentation (as indicated below) at the time Vendor submits its response to the procurement solicitation, and the Vendor **must** submit such form and documentation within three (3) business days after a written request from the County. A Vendor who fails to comply with this deadline will not be eligible for these other bidding preferences.

In accordance with Section 1-74, et seq., Broward County Code of Ordinances, the undersigned Vendor hereby certifies that (check the box for only one option below):

Option 1: The Vendor is a **Local Business**, but does not qualify as a **Locally Based Business**, as each is defined by Section 1-74, Broward County Code of Ordinances. The undersigned Vendor further certifies that it has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised), a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements), in an area zoned for the conduct of such business, that the Vendor owns or has the legal right to use, and from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location").

Option 2: The Vendor is both a **Local Business** and a **Locally Based Business** as each term is defined by Section 1-74, Broward County Code of Ordinances. The undersigned Vendor further certifies that each of the following statements is true and correct:

- A. The Vendor has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised), a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements), in an area zoned for the conduct of such business, that the Vendor owns or has the legal right to use, and from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location");
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs and controls all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location; and
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date.

Option 3: The Vendor is a joint venture composed of one or more Local Businesses or one or more Locally Based Businesses. The Vendor attests that the proportion of equity interests in the joint venture owned by **Local Businesses** (each Local Business must comply with all of the requirements stated in Option 1 above) is % of the total equity interests in the joint venture. The Vendor attests that the proportion of equity interests in the joint venture owned by **Locally Based Businesses** (each Locally Based Business must comply with all of the requirements stated in Option 2 above) is % of the total equity interests in the joint venture.

Option 4: Vendor is not a Local Business or a Locally Based Business, as each is defined by Section 1-74, Broward County Code of Ordinances.

Required and Supporting Documentation (in addition to this form):

Option 1 or 2 (Local Business or Locally Based Business):

- 1. Broward County local business tax receipt
- 2. If Vendor is a wholly-owned subsidiary of any other entity, documentation identifying the vertical corporate organization of Vendor and name(s) of all parent entities.

Option 3 (Joint Venture composed of one or more Local Businesses or Locally Based Businesses):

1. Broward County local business tax receipt(s) for applicable Local Business(es) or Locally Based Business(es)
2. Executed joint venture agreement, if any
3. If any of the Local Businesses or Locally Based Businesses that comprise the Vendor is a wholly-owned subsidiary of any other entity, documentation identifying the vertical corporate organization of such businesses and name(s) of all parent entities.

If requested by County:

1. Written proof of the Vendor's ownership or right to use the real property, at the Local Business Location as attested (applicable to all options)
2. Additional documentation demonstrating the applicable percentage of equity interests in the joint venture, if not shown in the joint venture agreement (Option 3 only)
3. Additional documentation relating to the parent entities of any Local Business or Locally Based Business.
4. Any other documentation requested by County regarding the location from which the activities of the Vendor are directed, controlled, and coordinated.

Refer to Section 1-74 et seq., Broward County Code of Ordinances, for additional information regarding eligibility for local preference.

By submitting this form, the Vendor further attests as follows:

Vendor's Local Business Location Address (as defined in Section 1-74, Broward County Code of Ordinances):

If awarded a contract, it is the intent of the Vendor to remain at the address listed below (or another qualifying Local Business Location within Broward County) for the duration of the contract term, including any renewals or extensions. (If nonlocal Vendor, leave Local Business Location blank.)

Local Business Location

True and Correct Attestations:

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as authorized by the Broward County Procurement Code, Section 21.119. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this form was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

**AUTHORIZED
SIGNATURE/NAME**

TITLE

COMPANY

DATE

LOCATION TIE BREAKER FORM

Sections 21.31.c and 21.31.d of the Broward County Procurement Code provide certain tie breaker criteria, the first of which is based upon vendor location.

To be eligible for the location tiebreaker in Broward County Procurement Code Sections 21.31.c or 21.31.d, the Vendor **must** submit this fully completed form and its Broward County local business tax receipt at the same time it submits its bid or response to a procurement solicitation. Vendors who fail to comply with this submittal deadline will not be eligible for the location tiebreaker.

Tie Breaker: In accordance with Broward County Procurement Code, Sections 21.31.c and 21.31.d, the undersigned Vendor hereby certifies that (check the box for only one option below):

- The Vendor is a locally based business, as defined in Section 1-74 of the Broward County Code of Ordinances.
- The Vendor is a local business, as defined in Section 1-74 of the Broward County Code of Ordinances.
- The Vendor does not meet the location tie breaker requirements stated above.

True and Correct Attestations:

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as authorized by the Broward County Procurement Code, Section 21.119. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this form was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

AUTHORIZED SIGNATURE/NAME	TITLE	COMPANY	DATE

DOMESTIC PARTNERSHIP ACT CERTIFICATION FORM (REQUIREMENT AND TIEBREAKER)

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

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

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

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

Authorized Signature/Name

Title

Vendor Name

Date

AGREEMENT EXCEPTION FORM

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

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

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

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

Vendor Name:

LITIGATION HISTORY FORM

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

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

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: <input style="width: 100%;" type="text"/> Or No <input type="checkbox"/>
Party	
Case Number, Name, and Date Filed	<input style="width: 100%;" type="text"/>
Name of Court or other tribunal	<input style="width: 100%;" type="text"/>
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	<input style="width: 100%;" type="text"/>
Brief description of the Subject Matter and Project Involved	<input style="width: 100%;" type="text"/>
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No
Opposing Counsel	Name: <input style="width: 100%;" type="text"/> Email: <input style="width: 100%;" type="text"/> Telephone Number: <input style="width: 100%;" type="text"/>

Vendor Name:

VOLUME OF PREVIOUS WORK ATTESTATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to provide timely may affect the Vendor's evaluation.

This completed form MUST be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

Points assigned for Volume of Previous Work will be based on the amount paid-to-date by the County to a prime Vendor **MINUS** the Vendor's confirmed payments paid-to-date to approved certified County Business Enterprise (CBE) firms performing services as Vendor's subcontractor/subconsultant to obtain the CBE goal commitment as confirmed by County's Office of Economic and Small Business Development. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must list all received payments paid-to-date by contract as a prime vendor from Broward County Board of County Commissioners. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must also list all total confirmed payments paid-to-date by contract, to approved certified CBE firms utilized to obtain the contract's CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date.

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

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	Prime: Paid to Date	CBE: Paid to Date
1.						
2.						
3.						
4.						
5.						
6.						
7.						

Grand Total

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?

Yes No

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

Vendor Name:

Authorized Signature/Name

Title

Date

VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM

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

If a Joint Venture, the payments paid-to-date by contract provided must encompass the Joint Venture and each of the entities forming the Joint Venture. Points assigned for Volume of Previous Work will be based on the amount paid-to-date by contract to the Joint Venture firm **MINUS** all confirmed payments paid-to-date to approved certified CBE firms utilized to obtain the CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date. Amount will then be multiplied by the member firm's equity percentage.

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

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	JV Equity Percent	Prime: Paid to Date	CBE: Paid to Date
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Grand Total

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

Vendor Name:

Authorized Signature/Name

Title

Date

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM

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

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

The Vendor hereby certifies that: (select one)

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

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name:

Title:

Vendor Name:

Date:

Office of Economic and Small Business Development Requirements: CBE Reserve

- A. In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), this solicitation is reserved for County Business Enterprise (CBE) firms (CBE Reserve).
- B. CBEs and non-CBEs may respond to the solicitation.
- C. The low, responsive and responsible, or the highest-ranked, responsive and responsible CBE, with capacity to perform, will be recommended for award, consistent with all applicable terms and conditions of Broward County's Procurement Code and subject to entering into an agreement acceptable to the County, as applicable. If no CBE is determined responsive and responsible, a non-CBE may be awarded the contract, with the establishment of at least a twenty-five percent (25%) CBE participation goal (unless the CBE goal is waived or otherwise modified by Board action), or the County may reject all responses submitted.
- D. It is the Vendor's responsibility to ensure compliance with the CBE requirements and adhere to solicitation deadlines. The Vendor must contact OESBD to verify current CBE status or to obtain CBE certification.
- E. The Work may only be performed by CBEs. The Vendor must perform one hundred percent (100%) of the Work as the prime Vendor or the prime Vendor may subcontract portions of Work to other CBEs. If the prime Vendor intends subcontract any portion of the Work, the Vendor must complete a Letter of Intent (refer to Section F below).
- F. CBE Program Requirements: Vendor should submit all required forms and information with its solicitation submittal as matter of responsibility. If the required forms and information are not provided with the Vendor's solicitation submittal, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be deemed non-responsible for failure to fully comply with this solicitation and CBE Program Requirements within these stated timeframes.
1. Vendor should include in its solicitation submittal a **Letter of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier (LOI)** for each CBE the Vendor intends to use to achieve the assigned reserve or CBE participation goal. If the Vendor is a CBE performing 100% of the work, an LOI should be submitted stating that 100% of the work will be completed by the CBE.

The form is available at the following link:
<http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf>
 2. If Vendor is unable to attain the CBE participation goal or reserve, Vendor should include in its solicitation submittal an **Application for Evaluation of Good Faith Efforts** and all of the required supporting information.

The form is available at the following link:
<http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf>
- G. A certified firm must provide a commercially useful function for the Project and may not act as a broker. A certified firm that seeks to act as a broker, or that does not provide a commercially useful function for the Project shall be subject to decertification by OESBD.
- H. Vendors are encouraged to purchase materials from certified CBE firms whenever possible.

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

This form is also available online at: www.broward.org/econdev/SmallBusiness/Pages/compliance.aspx

Security Requirements – Aviation Department

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

Insurance Requirements for FLL Janitorial Services

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

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

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

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

Tracy Meyer
Digitally signed by Tracy Meyer
Date Issued: 2020.04.23 13:28:20 -04'00'
DN: dc=local, dc=fll-airport, ou=FLLUSERS, cn=Tracy Meyer
Date: 2020.04.23 13:28:20 -04'00'

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

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

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

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

Title:
E-mail:
Telephone No.:

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

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

Cone of Silence Requirement Certification:

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

The Vendor hereby certifies that: (check each box)

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

Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.

- The vendor understands that they may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (refer to the Cone of Silence Ordinance).
- The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

Drug-Free Workplace Requirements Certification:

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

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The offeror's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph 1;
4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

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

Non-Collusion Certification:

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

The Vendor hereby certifies that: (select one)

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

Public Entities Crimes Certification:

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

The Vendor hereby certifies that: (check box)

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

Scrutinized Companies List Certification:

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

The Vendor hereby certifies that: (check each box)

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

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

*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Vendor Name:

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

Vendor Reference Verification Form

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



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

RFP No. BLD2117566P2, Janitorial Services at FLL - Rental Car Center

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

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

Would you use this vendor again? Yes No

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs Improvement

Satisfactory

Excellent

Not Applicable

1. Vendor's Quality of Service

- a. Responsive
- b. Accuracy
- c. Deliverables

2. Vendor's Organization:

- a. Staff expertise
- b. Professionalism
- c. Turnover

3. Timeliness of:

- a. Project
- b. Deliverables

4. Project completed within budget

5. Cooperation with:

- a. Your Firm
- b. Subcontractor(s)/Subconsultant(s)
- c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

Verified via: EMAIL VERBAL Verified by: _____ Division: _____ Date: _____

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

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

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

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

 bold line seperating sections

1. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

 bold line seperating sections

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

3. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

 bold
4. Subcontracted Firm's Name:

 line separating sections
Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

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

Authorized Signature/Name

Title

Vendor Name

Date

Workforce Investment Program Requirements:

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

website:

broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.

- E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.

- F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.

- G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.

- H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM

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

In accordance with the Workforce Investment Program:

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

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

AUTHORIZED SIGNATURE/NAME

TITLE

DATE

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

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

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

The Vendor hereby certifies that: (select one)

- It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.

- It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

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

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Authorized Signature/Name: **Date:**

Title:

Vendor Name:

Living Wage Ordinance Requirements:

- A. The County's estimated annual value of this contract is \$100,000.00 or greater, therefore, the Living Wage Ordinance Section 26-100, is applicable.
- B. The following is a summary of requirements contained the Living Wage Ordinance. This summary is not all-inclusive of the requirements of the Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.
- C. In accordance with the Living Wage Ordinance, the Vendor agrees to pay the current minimum hourly wage rates to employees covered by the Living Wage Ordinance, as adjusted.
- D. **There will be no increase in contract prices paid by the County to the Vendor due to any increase in wages required to be paid to employees covered by the Living Wage Ordinance.**
- E. The **Living Wage Ordinance Compliance Affidavit Form**, should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.
- F. Further information about Vendor's obligations under the Living Wage Ordinance, may be obtained from the Purchasing Division's website at: www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx
- G. The Vendor, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the requirements. By responding to a solicitation including the Living Wage Ordinance requirements, Vendor is hereby agreeing to comply with the provisions of the Ordinance and acknowledges awareness of the penalties for non-compliance.
- H. Living Wage Requirements: All covered employees, including those of the Vendor's subcontractors, providing services pursuant to the Vendor's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Vendor and covered subcontractors, hereinafter referred to as "covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits.
 - 1. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
 - 2. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Vendors shall provide a copy of the requirements of the Living Wage Ordinance to any subcontractor submitting a bid/quote/proposal for a subcontract under this contract, prior to their submitting

a bid to the Vendor.

3. The covered employer shall provide the three-language statement to each covered employee with the employee's first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.
 - I. Living Wage - Indexing: The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.
 - J. Sanctions for Unpaid Wages: In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a covered employer by requiring the covered employer to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.
 - K. Payroll; Basic Records; Reporting: Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The covered employer shall make the covered employees' payroll records required available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service contractor is responsible for the submission of the information required by the Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.
 1. The covered employer shall submit the payroll information required every six months, to the applicable using agency's Contract Administrator, including a copy of the complete payroll for one payroll period showing employer's payroll records for each covered employee working on the contract for covered services.
 2. Exemption: The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six months from the Director of Purchasing. Covered employers may submit an original **Application for Exemption From Living Wage Ordinance Reporting Requirements Form** to apply for an exemption from these reporting requirements, prior to award. Failure to submit timely may result in rejection of Application for Exemption.
 - i. Exemptions based on Wage History or Contractual Obligations (ex. Collective Bargaining Agreements) may be granted by the Director of Purchasing prior to contract award; however, an exemption may be canceled at any time by written notice to the covered employer.
 - ii. The reporting exemption does not apply to any new covered employees hired after the date the exemption was granted. For newly hired covered employees, the covered employer may submit an additional exemption application to the Contract Administrator prior to the renewal of contract by the County.

- L. Subcontracts: Covered employees of Vendor's subcontractors, providing covered services pursuant to the Vendor's contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Vendor shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the subcontractors to include these clauses in all other subcontracts. The Vendor shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.

- M. Complaints and Hearings; Termination and Debarment: If a covered employee believes that he or she is not being paid in accordance with the Living Wage Ordinance the employee may file a complaint with the Office of Intergovernmental Affairs and Professional Standards in accordance with the County's Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County's Living Wage Complaint Procedure. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.

LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT FORM

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

Covered Employer: _____

Address: _____

Local Contact: _____

E-Mail Address: _____

Address: _____

Contract Amount: _____

Using Agency Served: _____

Solicitation No. and Title: _____

By signing below I hereby certify that the covered employees listed below: (please check one)

- A. Receive a minimum pay of \$_____ per hour and are provided health benefits valued at \$_____ per hour.
- B. Receive a minimum pay of \$_____ per hour and are not provided health benefits.

Provide names of hourly employees and their job classifications providing covered services for the above referenced contract:

Name	Job Class	A or B	Name	Job Class	A or B
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select

(Attach additional sheets in the format above, if needed)

I, _____ of _____ hereby attest that
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Vendor certifies that it shall:

- a) Pay all employees working on this contract/project, who are covered by the Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;
- b) Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and
- c) (IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended. As a principle officer of the covered employer, the undersigned affirms that the referenced Florida Statute has been reviewed and the covered employer's health plan meets all the elements required by the statute, as amended.

Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20_____

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public) My commission expires: _____ (SEAL)

Personally Known or Produced Identification Type of Identification Produced: _____

APPLICATION FOR EXEMPTION FROM LIVING WAGE ORDINANCE REPORTING REQUIREMENTS FORM

An original certification must be provided prior to award of the contract. Failure to submit timely upon request of the County may result in rejection of Application for Exemption.

SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)

Company Name: _____ Contact Person: _____

Company Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: USING AGENCY AND SOLICITATION INFORMATION

Using Agency: _____

Solicitation No. and Title: _____

Using Agency Contact Name: _____ Agency Contact Phone: _____

Contract Amount: \$ _____

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested)

(LWO 26.103(f)(1); Wage History: Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.

Required documentation for this exemption basis: Attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.

(LWO 26.103(f)(2); Contractual: Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.

Required documentation for this exemption basis: Attach a copy of the CBA or other contractual agreement with this application with the controlling language clearly marked, or a letter from the union stating that the union contract requires the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT

I, _____, of _____ hereby attest that
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that its wages paid to employees providing covered services under this contract/project are at least equal to or greater than the living wage per the exemption basis selected above and in accordance with wage rates and provisions of the Living Wage Ordinance, as amended.

Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20_____

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public) My commission expires: _____ (SEAL)

Personally Known or Produced Identification Type of Identification Produced: _____



Finance and Administrative Services Department

PURCHASING DIVISION

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

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

The purpose of this document is to provide vendors with a summary of their rights to object to or protest a proposed award or recommended ranking of vendors in connection with Broward County competitive solicitations. These rights are fully set forth in the Broward County Procurement Code, which is available here: <https://www.broward.org/purchasing>.

1. Right to Object

The right to object is available for solicitations conducted through Requests for Proposals ("RFPs") or Requests for Letters of Interest ("RLIs"). In such solicitations, vendors may object in writing to a proposed recommendation of ranking made by a Selection or Evaluation Committee. Objections must be filed within three (3) business days after the proposed recommendation is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.84 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of the right to object.

2. Right to Protest

The right to protest is available for RFPs and RLIs and in solicitations conducted through Invitations to Bid ("ITBs"). In RFPs and RLIs, vendors may protest a final recommendation of ranking made by a Selection or Evaluation Committee. In ITBs, vendors may protest a final recommendation for award made by the Broward County Purchasing Division.

In all cases, protests must be filed in writing within three (3) or five (5) business days after a recommended ranking or recommendation for award is posted on Purchasing Division's website. The timeframe for filing (*i.e.*, 3 or 5 business days) depends on the monetary value of the procurement. Additional requirements for a protest are set forth in Section 21.118 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Appeals may require payment of an appeal bond. Additional requirements for an appeal are set forth in Section 21.120 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

3. Cone of Silence; Right to Contact OESBD

Please be aware that a Cone of Silence remains in effect for competitive solicitations until a solicitation is completed or a contract is awarded. During that time period, vendors may not contact certain County officials and employees regarding a solicitation. Substantial penalties may result from even an unintentional violation. For further information, please contact the Purchasing Division at 954-357-6066 or refer to the Cone of Silence Ordinance which is available here: <https://www.broward.org/Purchasing/Documents/ConeOfSilence.pdf>.

However, vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (please see the Cone of Silence Ordinance at the above link for further details).

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine

www.broward.org

Question and Answers for Bid #BLD2117566P2 - Janitorial Services at FLL-Rental Car Center

Overall Bid Questions

There are no questions associated with this bid.