



**AGREEMENT BETWEEN BROWARD COUNTY AND SUNSHINE CLEANING SYSTEMS, LLC
FOR JANITORIAL SERVICES FOR THE RENTAL CAR CENTER AT THE FORT LAUDERDALE-
HOLLYWOOD INTERNATIONAL AIRPORT (RFP# BLD2128700P1 – GROUP 2)**

This agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and Sunshine Cleaning Systems, LLC, a Florida limited liability company (“Contractor”) (each a “Party” and collectively referred to as the “Parties”), and is effective as of the date that it is fully executed by the Parties (“Effective Date”).

RECITALS

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

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

ARTICLE 1. DEFINITIONS

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

- 1.7. **Contract Administrator** means the Director of Aviation or such other person designated by the Director of Aviation in writing.
- 1.8. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code.
- 1.9. **Director of Aviation** means the Director or Acting Director of the Aviation Department or such person or persons as may from time to time be authorized in writing by the County Administrator or the Director of Aviation to act for the Director of Aviation with respect to any or all matters pertaining to this Agreement.
- 1.10. **Federal Aviation Administration** or **FAA** means the agency of the United States Government established under 49 U.S.C. § 106, or its successor.
- 1.11. **Owner** or **Sponsor** are synonymous with County.
- 1.12. **Purchase Order** means a document that is issued by County that sets forth the Optional Services required to be performed by Contractor for that particular purchase. Purchase Orders shall identify the applicable quantity, description, and price of the Optional Services ordered, and may contain additional terms as to payment, discounts, date of performance, transportation, and other factors or suitable references pertinent to the purchase and the required performance by Contractor.
- 1.13. **Purchasing Director** means County's Director of Purchasing.
- 1.14. **Services** means all work required of Contractor under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Scope of Services attached as **Exhibit A**, and any Optional Services procured under this Agreement.
- 1.15. **Subcontractor** means any entity or individual, including any subconsultant, that provides Services to County through Contractor, regardless of tier.

ARTICLE 2. EXHIBITS

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

ARTICLE 3. SCOPE OF SERVICES

- 3.1. Scope of Services. Contractor shall perform all Services, including, without limitation, the work specified in **Exhibit A** (the "Scope of Services"). The Scope of Services is a description of

Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

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

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall commence on April 1, 2026 ("Term Commencement Date") and shall terminate four (4) years thereafter ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Renewal Term(s), and any Extension, as those terms are defined in this article, are collectively referred to as the "Term."

4.2. Renewals. County may renew this Agreement for up to four (4) additional one (1) year terms (each a "Renewal Term") on the same terms and conditions stated in this Agreement and, as applicable, subject to any rate adjustment approved by County in accordance with Section 4.4, by sending written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise any Renewal Term(s), and notice of same to Contractor by electronic mail alone shall be effective and sufficient.

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

4.4. Rate Adjustments. Except as otherwise provided herein, all rates for Agreement Year 1 through Agreement Year 2 shall remain fixed in accordance with the rates set forth in **Exhibit B**. For Agreement Year 3, Agreement Year 4, and any applicable Renewal Term, Contractor may request an adjustment of any of the rates set forth in **Exhibit B**. The request for a rate adjustment by Contractor must be in writing, must be submitted to the Contract Administrator at least ninety

(90) days prior to the start of the applicable Agreement Year (i.e., Agreement Year 3 or Agreement Year 4) or Renewal Term, and must be accompanied by documentation demonstrating any increased financial obligations upon Contractor relating to wage rates, health care, Cleaning Materials (hereinafter defined), and any other applicable items or benefits related to this Agreement of higher cost to Contractor.

The Contract Administrator shall submit Contractor's request for a rate adjustment to the Purchasing Director. The Purchasing Director, in their sole discretion, will determine if Contractor's requested rate adjustment is fair and reasonable based upon the ECI and the CPI (as each are defined below), current market conditions, and information regarding similar services in the area. Written approval of the Purchasing Director is required for any rate adjustment requested by Contractor, and if approved, such rate adjustment shall only apply to the rates set forth in **Exhibit B** that are directly attributable to labor and materials, as determined by the Purchasing Director in their sole discretion. The Purchasing Director will provide written notification to Contractor of County's decision to approve or reject any requested rate adjustment.

If County approves a labor rate adjustment, the labor rates as reflected in the rates set forth in **Exhibit B** shall be adjusted by the lesser of (a) the change in the U.S. Bureau of Labor Statistics Table 5, "Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry," for "All workers, excluding incentive paid occupations" ("ECI") or (b) three percent (3%). If the ECI is not published, the Contract Administrator shall designate a reasonably similar index for purposes of calculating any approved labor rate adjustment. The increase or decrease in ECI shall be calculated as follows: the difference of the ECI current period less the ECI previous period, divided by the ECI previous period, times 100. The ECI current period shall mean the most recent quarterly index published prior to the commencement date of the applicable Agreement Year (i.e., Agreement Year 3 or Agreement Year 4) or Renewal Term, and the ECI previous period shall mean the same quarter in the year prior to the ECI current period. If County approves a labor rate adjustment, the Contract Administrator shall provide Contractor with an updated **Exhibit B** containing the adjusted labor rates for the applicable Agreement Year (i.e., Agreement Year 3 or Agreement Year 4) or Renewal Term.

If County approves a rate adjustment for cleaning products, supplies, and materials (collectively, "Cleaning Materials"), the Cleaning Materials rates as reflected in the rates set forth in **Exhibit B** shall be adjusted by the lesser of (a) the change in the U.S. Bureau of Labor Statistics table for CPI for All Urban Consumers (CPI-U), all items in Miami-Fort Lauderdale-West Palm Beach, Florida, not seasonally adjusted ("CPI"), or (b) three percent (3%). If the CPI is not published, the Contract Administrator shall designate a reasonably similar index for purposes of calculating any approved rate adjustment for Cleaning Materials. The increase or decrease in CPI shall be calculated as follows: the difference of the CPI current period less the CPI previous period, divided by the CPI previous period, times 100. The CPI current period shall mean the most recent monthly index published prior to the commencement date of the applicable Agreement Year (i.e., Agreement Year 3 or Agreement Year 4) or Renewal Term, and the CPI previous period shall mean the same

month in the year prior to the CPI current period. If County approves a rate adjustment for Cleaning Materials, the Contract Administrator shall provide Contractor with an updated **Exhibit B** containing the adjusted Cleaning Materials rates for the applicable Agreement Year (i.e., Agreement Year 3 or Agreement Year 4) or Renewal Term.

Notwithstanding the above factors that the Purchasing Director will consider in determining whether to approve any rate adjustment, Contractor acknowledges that any adjustment to the rates set forth in **Exhibit B** shall be in the Purchasing Director’s sole discretion and if any such rate adjustment is not approved by the Purchasing Director, Contractor is obligated to perform the Services in full for the entire Term without the requested adjustment to the rates.

4.5. Funding. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by County under this Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds or any other funding source to make any payment(s) required under this Agreement and County may terminate this Agreement for convenience pursuant to Article 9.

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

ARTICLE 5. COMPENSATION

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

Category	Total Not-To-Exceed Amount
Agreement Year 1	\$1,816,529.44
Agreement Year 2	\$1,870,952.28
Agreement Year 3	\$1,927,005.85
Agreement Year 4	\$1,984,741.02
Agreement Year 5 (Renewal Term)	\$2,044,208.25
Agreement Year 6 (Renewal Term)	\$2,105,459.50
Agreement Year 7 (Renewal Term)	\$2,168,548.29
Agreement Year 8 (Renewal Term)	\$2,233,529.74
TOTAL NOT-TO-EXCEED FOR THE TERM	\$16,150,974.37

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, in accordance with the rates set forth in **Exhibit B** (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County’s obligation to compensate Contractor for Services.

These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Unless otherwise stated in **Exhibit B**, Contractor must submit invoices no more often than once monthly, but only after the Services invoiced have been completed. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Contractor's delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator's sole discretion, result in a waiver of any right to payment for the invoiced Services. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. Contractor shall submit a Certification of Payments to Subcontractors and Suppliers (Form 00924, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) with each invoice that includes Services performed by a Subcontractor. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Invoices shall be in the amounts set forth in **Exhibit B** for the applicable Services, minus any agreed upon retainage as stated in **Exhibit B**. Retainage amounts shall only be invoiced upon completion of all Services, unless otherwise stated in **Exhibit B**.

5.2.3. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; (b) be submitted pursuant to instructions prescribed by the Contract Administrator; and (c) be submitted to both the County's Accounting Division (via email at AccountsPayable@Broward.org) and to the Contract Administrator. Payments shall be sent to Contractor's address in accordance with Article 14, unless otherwise requested by Contractor in writing and approved by the Contract Administrator in writing. Payments may be withheld by County for failure of Contractor to comply with a term, condition, or requirement of this Agreement. County may set off any amounts Contractor owes to County under this Agreement against any amounts County owes to Contractor under this Agreement.

5.2.4. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. If Contractor withholds an amount as retainage from Subcontractors or suppliers, Contractor shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance

with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. Reimbursement of any travel costs or travel-related expenses permitted under this Agreement shall be limited to those permitted under Section 112.061, Florida Statutes, except to the extent that **Exhibit B** expressly provides otherwise. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

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

5.5. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. In the event of an overcharge by Contractor in any amount, Contractor shall promptly refund to County such overcharged amount. If the overcharge exceeds five percent (5%) of the total amount charged in the invoice where the overcharge occurred, Contractor shall, in addition to refunding the overcharged amount, pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount within thirty (30) days after demand by County as just compensation for damages incurred by County due to the overcharge, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest).

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

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

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

and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

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

6.4. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

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

6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

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

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

6.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

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

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

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

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

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

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

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

ARTICLE 7. INDEMNIFICATION

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

ARTICLE 8. INSURANCE

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

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

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

8.4. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

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

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

8.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in **Exhibit C** and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and

defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor shall obtain same in endorsements to the required policies.

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

8.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

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

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

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

9.1.2. By the County Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement

by Contractor in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, et seq., of the Code;

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

9.1.4. Contractor fails to maintain or renew the payment and performance bonds (or alternate permitted form of security) as required by Article 12.

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

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

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

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

ARTICLE 10. CBE COMPLIANCE

10.1. Contractor shall comply with all applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code (the “Act”), in the award and administration of this Agreement. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement or Applicable Law, all such remedies being cumulative.

10.2. Contractor must meet or exceed the required CBE goal by utilizing the CBE firms listed in **Exhibit D** (or a CBE firm substituted for a listed firm, if permitted) for thirty percent (30%) of total Services (the “Commitment”) for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Contractor shall enter into formal contracts with the CBE firms listed in **Exhibit D** and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.3. Each CBE firm utilized by Contractor to meet the CBE goal must be certified and their participation approved in advance by OESBD. Contractor shall inform County immediately when a CBE firm is not able to perform or if Contractor believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Contractor to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify County, and OESBD may adjust the CBE goal by written notice to Contractor.

10.4. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81.1 of the Code) to meet the Commitment, Contractor shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7 of the Code. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County’s sole contractual remedy for Contractor’s breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81, et seq., of the Code. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure,

changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

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

10.6. County may modify the required participation of CBE firms in connection with any amendment, extension, Purchase Order, or modification to this Agreement that, by itself or aggregated with previous amendments, extensions, or modifications, increases the maximum amount payable for the applicable Agreement Year, in accordance with Section 5.1, by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, Purchase Order, or modification, and shall report such efforts, along with evidence thereof, to OESBD.

10.7. Contractor shall provide monthly utilization reports, using the form available at <https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx> or such other form or system as may be designated by OESBD, to the Contract Administrator, to OESBD at SBCOMP@broward.org, and to the Small Business Specialist identified by OESBD. In addition, Contractor shall allow County to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

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

ARTICLE 11. DISINCENTIVE FEES

11.1. In order to ensure that County receives quality performance and Services necessary to ensure a safe and satisfying traveling experience for Airport users, County may deduct disincentive fees from the monthly amounts payable to Contractor. The Parties agree that the disincentive fees bear a reasonable relationship to the value, or lack thereof, of the overall Services provided under this Agreement. The disincentive fees shall not be construed as a penalty because they reflect the diminished value of the Services received by County and shall not be imposed if the Services failure results from factors outside Contractor's responsibility or control. Contractor acknowledges and agrees that the disincentive fees are fair and reasonable and

waives any and all challenges and legal defenses to the validity of any disincentive fee, including, but not limited to, that the disincentive fees are void as penalties. The imposition of a disincentive fee shall not operate to limit or otherwise affect County's rights under this Agreement, or at law or in equity, for Contractor's breach of this Agreement, or as a limit on County's damages for any breach. Disincentive fees shall be in addition to, and not in limitation of, any and all other remedies provided herein or otherwise available to County. The categories of violations of service standards subject to disincentive fees ("Violations") are as follows:

11.1.1 Safety and Security Violation. The disincentive fee for a safety and security violation is One Thousand Dollars (\$1,000.00) per occurrence. This type of violation includes, but is not limited to, the following activities:

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

11.1.2 Unkempt Restroom. The disincentive fee for an unkempt restroom is Two Hundred Fifty Dollars (\$250.00) per occurrence. This type of violation includes, but is not limited to, the following conditions:

- (a) Unsanitary conditions in more than one stall or urinal (e.g., paper or trash on floors, human waste in or around toilet/urinal, human waste on floor and/or on toilet seat, soap scum in sinks or walls, overflowing trash bins).
- (b) Lack of supplies (e.g., paper or soap) in more than one dispenser in a restroom.
- (c) Overall messy conditions.

11.1.3 Lack of Custodial Presence or Personal Cell Phone Use. The disincentive fee for lack of custodial presence or cell phone use for personal reasons (i.e., matters unrelated to the Services) is Two Hundred Fifty Dollars (\$250.00) per occurrence. This type of violation includes, but is not limited to, the following activities:

- (a) Lack of presence of custodian in public seating, ticketing, baggage claim areas, or concourses when passengers are present and the area requires custodial attention.
- (b) An employee is hiding or concealing themselves instead of performing the assigned duties.
- (c) An employee uses their personal cell phone for personal reasons while on duty. Personal use of a cell phone is prohibited at any time a custodian is on duty.

11.1.4 Floors Not Maintained. The disincentive fee for floors not maintained is Two Hundred Fifty Dollars (\$250.00) per day, per each floor area (floor areas shall be designated by County), until cured. This type of violation includes, but is not limited to, the following conditions:

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

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

11.2. County shall provide email notice to Contractor of each Violation. The notice shall include the time, place, description of the Violation and photographs, if reasonably available. Contractor shall respond to County within three (3) business days after the date of County's email. Failure of Contractor to respond within this time period will be deemed an admission that the Violation occurred. The Aviation Department Director of Maintenance will evaluate Contractor's response, if any, to determine whether the Violation did occur, which determination shall be upheld or withdrawn in their sole discretion. Disincentive fees incurred shall be deducted from subsequent payments due to Contractor or refunded by Contractor to County, as County elects, in its sole discretion.

ARTICLE 12. PAYMENT AND PERFORMANCE BONDS

Within forty-eight (48) hours after approval of this Agreement by the Board, Contractor shall furnish County with Payment and Performance Bonds in a form acceptable to County (Forms 007500-1 and 007500-2, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) or an alternative form of security approved in advance by the Director of Aviation (collectively "security"), in an amount equal to one hundred percent (100%) of the annual maximum not-to-exceed amount of Agreement Year 1 (excluding the annual maximum not-to-exceed amount for Optional Services for Agreement Year 1) as security for the Services required of Contractor during Agreement Year 1. The security must remain in effect throughout Agreement Year 1. Within fifteen (15) days prior to the commencement of Agreement Year 2 and within fifteen (15) days prior to the commencement of each ensuing Agreement Year, Contractor shall furnish County with Payment and Performance Bonds in a form acceptable to County (Forms 007500-1 and 007500-2, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) or an alternative form of security approved in advance by the Director of Aviation, in an amount equal to one hundred percent (100%) of the annual maximum not-to-exceed amount for the applicable Agreement Year (excluding the annual maximum not-to-exceed amount for Optional Services for such Agreement Year) as security for the Services required of Contractor during that Agreement Year. The security will remain in effect throughout each applicable Agreement Year.

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

ARTICLE 13. END OF AGREEMENT REVIEW

At least ten (10) days prior to the expiration or early termination of this Agreement, the Contract Administrator and Contractor shall perform a walk-through inspection of the Airport facilities to review the cleanliness of the Airport facilities. If the cleanliness level of the Airport facilities is below the standards established in this Agreement, as reasonably determined by the Contract Administrator, County shall provide Contractor written notice of the deficiencies. Contractor shall correct all deficiencies in County's written notice prior to the expiration or termination of this Agreement. If Contractor does not bring the cleanliness level of the Airport to the Agreement standards, as reasonably determined by the Contract Administrator, prior to expiration or termination of this Agreement, County reserves the right to perform, or have performed, all necessary work to bring the cleanliness level of the Airport to the standards established in this Agreement and Contractor shall reimburse County for all such expenses incurred within fifteen (15) days after written demand from County or, at County's sole option, the costs may be deducted from any payment(s) due to Contractor.

ARTICLE 14. MISCELLANEOUS

14.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

14.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Contractor specifically for County in connection with performing Services, whether finished or unfinished (“Documents and Work”), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work and shall provide any documentation necessary to effectuate such transfer. Unless otherwise expressly stated herein, County has the right to use, reproduce, modify, distribute, and publicly display the Documents and Work, in whole or in part, in any medium and for any purpose, in perpetuity and without restriction. Contractor represents and warrants that it has all necessary legal rights to provide the Documents and Work and to grant County the rights stated in this Agreement. Contractor must deliver the Documents and Work to the Contract Administrator within ten (10) business days after expiration or termination of this Agreement. Any compensation due to Contractor may be withheld until all Documents and Work are provided as set forth herein. Contractor shall ensure that the requirements of this section are included in all of Contractor’s agreements with Subcontractor(s).

14.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

14.3.1. Keep and maintain public records required by County to perform the Services;

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

14.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law throughout the Term and after completion or termination of this Agreement if the records are not transferred to County; and

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

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

Contractor must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor’s waiver of County’s obligation to treat the records as Restricted Material. Contractor must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

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

14.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and all Subcontractors that are related to this Agreement. Contractor and all Subcontractors shall keep such books, records, and accounts as may be

necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by County, Contractor and all Subcontractors shall make same available to County in written form at no cost and allow County to make copies. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Agreement.

Contractor and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment based upon such entry. Contractor shall refund to County any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges audited by County, Contractor shall, in addition to refunding the overcharged amount, pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by County due to the overcharge, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of such audit must be made within thirty (30) days after presentation of County's findings to Contractor.

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

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

14.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant

to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

14.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

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

14.9. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:

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

with a copy to:

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

FOR CONTRACTOR:

Sunshine Cleaning Systems, LLC
Attn: Lori Vassello
3445 NE 12th Terrace
Fort Lauderdale, Florida 33334
Email address: lori.vassello@pritchardindustries.com

with a copy to:

Pritchard Industries, LLC
Legal Department
991 U.S. Highway 22, Suite 302

Bridgewater, New Jersey 08807
Email address: christopher.nowak@pritchardindustries.com

14.10. Subcontracting; Assignment; Change of Control. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any change of control (as defined herein) shall be deemed an assignment. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

For purposes of this section, "change of control" means: (a) a transfer of more than fifty percent (50%) of the ownership interests in Contractor, whether in a single transaction or a series of related transactions; (b) a merger, consolidation, or other reorganization that results in a change in voting control in Contractor or in the entity that controls Contractor's business; or (c) the sale, lease, or transfer of all or substantially all of Contractor's assets. A change of control does not include (i) a transfer to an entity wholly owned, directly or indirectly, by Contractor or its parent, or (ii) a transfer between existing owners of Contractor that does not result in a change in majority ownership; provided, however, that any such transfer shall not relieve Contractor of its obligations under this Agreement unless County expressly agrees otherwise in writing.

14.11. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, Contractor is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Contractor must ensure that any use of generative artificial intelligence tools by Contractor or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Contractor must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

14.12. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection

with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform Services, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

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

14.14. Compliance with Laws. Contractor and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law.

14.15. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

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

14.17. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

14.18. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated

in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

14.19. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

14.20. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

14.21. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

14.22. HIPAA Compliance. County has access to protected health information (“PHI”) that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITECH”), Contractor shall: (a) fully protect individually identifiable health information as required by HIPAA and/or HITECH; and (b) comply with the Business Associate Agreement attached hereto, if any, or, if such agreement is not attached hereto and if requested by County, execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its “Notice of Privacy Practices” notice of Contractor’s and County’s uses of client’s PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with Subcontractors.

14.23. Payable Interest

14.23.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for

any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

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

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

14.25. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

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

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

14.28. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

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

14.30. Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and will use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment

Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Contractor or a Subcontractor) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one (1) year after the conclusion of this Agreement, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the expiration or termination of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

14.31. General Civil Rights Provisions. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and Subcontractors from the bid solicitation period through the completion of the contract.

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

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

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

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

14.36. Airport Issued Identification Media, Public Area Business Purpose Media, and Emergency Response Training. All employees, agents, representatives, contractors, and Subcontractors of Contractor shall obtain Airport Issued Identification Media or Public Area Business Purpose Media, and complete emergency response training, as required by Section 2-43 of the Code. Contractor shall comply with the requirements of Section 2-43 of the Code, including the requirement that Contractor compensate its employees, agents, representatives, contractors, and Subcontractors for time spent completing the emergency response training.

14.37. Access to Records and Reports. If this Agreement is funded in whole or in part by a Federal grant, in addition to all other retention requirements of this Agreement, Contractor must maintain an acceptable cost accounting system. Contractor agrees to provide County, the FAA, and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers and records of Contractor that are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Contractor agrees to maintain all books, records and reports required under this Agreement for a period of not less than three (3) years after final payment is made and all pending matters are closed.

14.38. Emergency Response. If this Agreement is for Services related to emergency response for a natural emergency and Contractor breaches this Agreement during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Contractor must pay County a \$5,000 penalty plus damages, which shall be actual and consequential damages or, if expressly stated otherwise in this Agreement, liquidated damages, in accordance with Section 252.505, Florida Statutes.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and Contractor, signing by and through its _____, duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 2026

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

By Jessica Alvarez Digitally signed by Jessica Alvarez
Date: 2026.02.20 16:14:45 -05'00'
Jessica Alvarez (Date)
Assistant County Attorney

By Keoki Baron Digitally signed by Keoki Baron
Date: 2026.02.23 09:25:17
-05'00'
Keoki Baron (Date)
Senior Assistant County Attorney

KB/JA/ch
Janitorial Services RCC
02/05/2026
#1214925.2

**AGREEMENT BETWEEN BROWARD COUNTY AND SUNSHINE CLEANING SYSTEMS, LLC
FOR JANITORIAL SERVICES FOR THE RENTAL CAR CENTER AT THE FORT LAUDERDALE-
HOLLYWOOD INTERNATIONAL AIRPORT (RFP# BLD2128700P1 – GROUP 2)**

CONTRACTOR

SUNSHINE CLEANING SYSTEMS, LLC

By: Joe Woodson Digitally signed by Joe Woodson
Date: 2026.02.20 13:09:17 -05'00'
Authorized Signer

Joe Woodson - Regional Vice President

Print Name and Title

20 day of February, 2026

EXHIBIT A - SCOPE OF SERVICES

1. GENERAL INFORMATION

1.1. Scope

A. Contractor shall furnish all necessary labor, cleaning supplies, materials, equipment, tools, vehicles, uniforms, chemicals, and supervision necessary for the coordination, administration, and execution of the Services for Broward County Aviation Department (“BCAD”) at the Airport’s Rental Car Center (“RCC”).

B. Due to the high volume and density of RCC Users (hereinafter defined) and persons utilizing the Airport and the RCC, quality Services are required to maintain a professional, clean, and safe environment at all times, twenty-four (24) hours per day, three hundred sixty-five (365) days per year (and three hundred sixty-six (366) days a year for any leap year), including all weekends and holidays observed by the federal, state, and County governments, and/or Contractor. Contractor shall maintain a two (2) week supply of janitorial products and supplies in an amount sufficient to meet the Agreement standards for Services to ensure there is always sufficient stock in the event of unforeseen weather delays or other events that may prevent deliveries.

C. The Airport is Global Biorisk Advisory Council (“GBAC”) accredited. To maintain this accreditation, a large portion of the requirements outlined herein have an emphasis on maintaining hygienic environments through GBAC’s industry-leading cleaning, disinfection, and infection prevention protocols. Therefore, Contractor shall maintain GBAC accreditation throughout the Term.

D. The cleaning equipment, product specifications, and standards of performance contained within this Scope of Services shall be the minimum requirements to perform acceptable Services at the RCC. Lack of staff or equipment shall not be accepted by BCAD as a reason for failure to perform. It is not BCAD’s intent to require a specific brand of supplies or equipment; however, BCAD reserves the right to review Contractor’s proposed cleaning equipment and materials. If the selected equipment or materials do not, in BCAD’s sole opinion, provide effective sanitation or cleanliness, BCAD may require alternate cleaning equipment or materials that conform to this Scope of Services and applicable 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 Safety Data Sheets maintained by Contractor.

E. BCAD reserves the right to, in its sole discretion, add or remove Service Areas (hereinafter defined) and Services as deemed necessary.

1.2. Definitions

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

B. Emergency: Sudden, unexpected, or impending situations that may cause injury, loss of life, damage to property, and/or interference with the normal activities of the RCC and that, therefore, require immediate attention and remedial action by Contractor.

C. RCC Users: Includes tenants, passengers, BCAD employees, and concessions using the RCC.

D. Service Plan: A schedule of proposed staffing by shift provided by Contractor.

E. Follow the Crowd: refers to a strategy where janitorial staff prioritizes areas that are most frequented or heavily trafficked by RCC Users.

F. Services Area(s): an area or areas of the Airport in which Contractor is required to perform the Services pursuant to this Agreement.

1.3. Facility Description

The RCC has three (3) floors and is attached to the Cypress Garage. The Cypress Garage has nine (9) floors and is used by rental car companies and the public for parking. The janitorial services for the Cypress Garage are maintained by a different contractor under a separate agreement.

1.4. Service Areas

Service Areas of the RCC include, but are not limited to: restrooms, public seating areas, public open floor space, vestibules, elevators, escalators, windows and glass, doors, stairwells, exterior sidewalks, smoking area, and office space. This also includes the stairwells connecting the RCC and the Cypress Garage, as well as the vestibules from the elevators to the Cypress Garage on floors 2 through 9.

1.5. Phase-In Period

A. A post-award conference may be scheduled as soon as practical after the Effective Date or on such other appropriate date as determined by BCAD.

Contractor shall attend the conference along with Contractor's prospective Project Manager and shall provide at such conference a written schedule for the delivery of any work for which no delivery dates have been specified in this Agreement. The meeting may include a walk-through of the RCC to ensure that the scheduling of activities in conjunction with the rental car companies and tenant operations is fully understood.

B. Contractor shall immediately initiate the process to obtain Airport-issued security identification media (SIDA Badge) to all employees assigned to perform Services hereunder.

C. Contractor shall, in consultation with BCAD, schedule an on-site orientation between BCAD and Contractor's managers and key personnel.

D. Contractor shall survey areas of storage for equipment, inventory, and distribution.

E. Contractor shall prepare an initial plan for the delivery of materials and supplies.

F. Contractor shall finalize plans and schedules to cover all Services to be performed ("Work Plan"). The Work Plan shall be subject to review and approval by the Contract Administrator.

1.6. SIDA Badge Applicants

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

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

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

D. The cost for media, fingerprints, and any other costs associated with badging each employee is to be borne by Contractor.

E. Badge applicants must successfully complete the following classes:

1. Security Training – taken on site at Terminal 1 Credentialing Office, and must be completed within 90 minutes.
2. Airport Employee Emergency Training (AEET) – web based, and must be completed within three (3) hours.

1.7. Scheduling of Work

A. All Services shall be scheduled to avoid delays to Airport and tenant operations. Contractor shall coordinate with the Contract Administrator all Services that will necessitate temporary interruptions to Airport operations prior to the commencement of such Services.

B. BCAD reserves the right to designate specific cleaning times for Service Areas when deemed necessary for Airport operations (“Specific Service Times”). The Contract Administrator may give written notice of a change, addition, or deletion of any Specific Service Times. Upon notification by the Contract Administrator, Contractor shall adjust its Service Plan accordingly, and submit a revised Service Plan to the Contract Administrator within five (5) days of receipt of notice and thereafter immediately provide Services in compliance with the revised Specific Service Times.

C. Contractor shall not commence non-routine work in any area until:

1. The proposed work has been coordinated with and approved by the Contract Administrator, and
2. All required security and safety measures and temporary markings are in place.

1.8. Shifts/Staffing

A. Shift hours shall be described below. Written approval from the Contract Administrator is required in order for Contractor to change the 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.

B. Contractor shall have sufficient staff scheduled to cover employee breaks and shift changes. A Service Area shall never be without sufficient employee coverage due to breaks or shift changes.

C. 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.

D. 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'S RESPONSIBILITIES

2.1. Assigned Space

A. BCAD shall provide Contractor with two (2) modular units located on the 6th floor of the Cypress Garage to be used for RCC janitorial supplies and equipment ("Assigned Space").

B. 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.

2.2. Inspectors, Building Managers, and Contract Administrator

A. The Contract Administrator may designate and authorize County employees as inspector(s) ("Inspector"). The Inspector shall be given the authority to inspect and monitor the performance and progress of the Services. Additionally, all BCAD Building Managers shall be authorized to inspect and monitor the performance and progress of the Services.

B. The Contract Administrator, its designee or Building Manager, or Inspector shall validate whether Services are performed in compliance with this Agreement and inform Contractor of any performance deficiencies, which communication shall be documented. Non-performance or inadequate performance by Contractor may be used as a basis to evaluate violations of service standards subject to disincentive fees pursuant to Article 11 of this Agreement.

C. An Inspector or Building Manager shall have the authority to suspend the performance of Services until any service issues are addressed by Contractor.

D. The Contract Administrator may request Contractor to remove any employee from performing Services at the Airport if it is determined that the employee is violating the terms and conditions of this Agreement. Contractor shall

remove promptly from the RCC any employee or employees that County advises are not satisfactory and replace such personnel with employees satisfactory to County; but in no event shall County be responsible for monitoring or assessing the suitability of any employee of Contractor.

E. The Contract Administrator, Building Manager, or Inspector shall communicate daily work requests or report daily deficiencies to Contractor via email or telephone.

F. A Building Manager, an Inspector, or the 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 the RCC Users and Contractor's supervisor is not visible or in the area, the Contract Administrator, Building Manager, or Inspector may provide directives in order to protect the safety of RCC Users.

2.3. Coordination of Services

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

2.4. Employee Food Service

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

2.5. Modification to Service Areas or Services

BCAD reserves the right to add or delete Service Areas or Services at its sole discretion ("Modifications"). Modifications may include but are not limited to, Service Area expansion due to the addition to existing facilities or the acquisition or construction of new facilities, the deletion of Service Areas resulting from the demolition or removal of existing facilities, or the deletion or reduction of Services required in any Service Area. BCAD shall provide Contractor with such notice as deemed appropriate by BCAD under the circumstances prior to the modification to Service Areas or Services. For modifications that result in a reduction to the total square footage of the Service Areas, rates shall be adjusted as set forth in **Exhibit B**. For modifications that result in an increase to the total square footage of the Service Areas, any adjustment in rates must be approved by County through an amendment to the Agreement.

2.6. Optional Services

BCAD may, at any time, direct Contractor to perform Optional Services, including but not limited to specific additional janitorial Services that are in addition to the Services specified in this Agreement, subject to the requirements of Section 3.2 of this Agreement. If BCAD determines that Optional Services are necessary, BCAD shall provide Contractor with such notice as deemed appropriate by BCAD under the circumstances. County shall issue a Purchase Order for any Optional Services procured, in accordance with Section 3.2 of this Agreement. Compensation to Contractor for such Optional Services shall be in the amount equal to the number of additional labor hours required for such Optional Services multiplied by the applicable hourly rates as set forth in **Exhibit B**.

2.7. Performance Inspections

A. The Building Manager, Inspector, or Contract Administrator may conduct daily, weekly, monthly, and quarterly random inspections of the Service Area to review Contractor's compliance with the performance standards established in this Agreement.

B. 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.

C. The Contract Administrator or designee shall document the results of the inspection of the Service Area in a written report. The report shall include any performance deficiencies. Performance deficiency report shall be provided to Contractor. Contractor shall perform corrective action on reported deficiencies. The Contract Administrator, designee, or Building Manager shall document whether corrective action was performed by Contractor. Non-performance or inadequate performance by Contractor may be used as a basis to evaluate violations of service standards subject to disincentive fees pursuant to Article 11 of this Agreement.

2.8. Utilities

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

3. CONTRACTOR'S RESPONSIBILITIES

3.1. Access

A. The Contract Administrator shall designate RCC access routes, entrance gates or doors, parking, assigned space, and time limitations ("Access Designations") that must be used by Contractor to perform the Services. Contractor shall conduct its service in strict compliance with all Access Designations.

B. Contractor shall require all of its employees to comply with all Access Designations.

3.2. Accident Reporting

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

3.3. Assigned Space

A. Assigned Space shall be used solely for delivering the Services. All personal property placed in Assigned Spaces shall remain the property of Contractor or its employees and shall be placed therein at the risk of Contractor and its employees.

B. Contractor must arrange for frequent replenishment of supplies to maintain stock in the Assigned Space used for storage. Contractor shall store its supplies, materials, and equipment in the Assigned Space as designated by the Contract Administrator.

C. 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, and rubbish. The floors must be clean and have a fresh applicable finish and mop sinks must be free of scum and buildup. Assigned Space shall be cleaned at the end of each work shift. Assigned Space shall be subject to inspection by County at any time.

D. 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.

E. Soiled, oily, or wet cleaning rags shall not be stored in Assigned Space or on County property. Contractor shall be responsible for the removal and off-site laundering of all soiled rags. Under no circumstances shall washing, drying, or storage of these materials occur on County property, including within Assigned Space. The use of washers, dryers, or any laundry equipment is strictly prohibited at the Airport. Contractor must establish a process for the routine collection and transportation of soiled rags to an off-site facility that complies with Applicable Law, including but not limited to all applicable environmental, health, and safety regulations.

F. All chemicals, solutions, or other liquids shall be stored in their proper containers with the lid or top properly secured and correctly marked with United States Environmental Protection Agency (“EPA”) approved labels, including all warning and antidote requirements. Handwritten, makeshift, or unprofessional labels are prohibited.

G. Contractor shall be responsible for the payment of all phone and data charges that are charged or assessed concerning its use of the Assigned Space.

H. Contractor may not make any alteration, adjustment, partition, addition or any improvement to the Assigned Space without obtaining prior written authorization from the Contract Administrator.

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

J. Contractor shall comply with all applicable fire regulations.

3.4. Attendance

A. All employees of Contractor or any Subcontractor must document their presence at the Airport while performing Services via an on-site automated electronic time and attendance recording system (“Employee Time System”). The Employee Time System shall be provided at Contractor’s sole cost and expense and shall record hours worked, absences, and tardiness for each employee.

B. Contractor shall provide, by e-mail, the Contract Administrator with a daily employee roster that includes the name, designated work area, and the duties of each employee performing Services during each shift.

C. Contractor shall assign its personnel to specific Service Areas to perform the Services and shall identify each employee's assigned work area on a weekly organizational chart ("Weekly Organizational Chart"). The Weekly Organizational Chart shall be provided to the Contract Administrator before Services commence and must be kept current and updated to reflect current employee work assignments.

D. 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.

E. 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 the public view.

F. Contractor shall submit the actual number of employees performing Services hereunder on the first, second, and third shifts on daily and monthly reports.

G. Contractor shall schedule staggered employee breaks as necessary to maintain continual cleaning operations. No area shall be left unattended due to breaks or shift changes.

3.5. Chemical Reporting

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

B. A copy of the current Safety Data Sheet for each chemical or hazardous material reported shall accompany the report.

C. Special Note: The use of lotion-type liquid hand soap within existing dispensers is prohibited at the RCC. The use of bleach or a product containing chlorine at the RCC is prohibited without written authorization from the Contract Administrator.

D. 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.

E. Contractor shall maintain a library of the current Safety Data Sheets for all chemicals and hazardous substances used to perform the Services.

F. 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.

3.6. Cleaning Frequencies

A. Contractor shall be solely responsible for the cleanliness of the RCC at all times. Contractor is responsible for providing a proposed Service Plan prior to the commencement of Services pursuant to this Agreement. The Service Plan shall be subject to the prior approval of the Contract Administrator. Contractor shall complete the Services as required in this Agreement. If Contractor fails to complete the Services in compliance with this Agreement, or if in the opinion of the Contract Administrator, Contractor's work methods are not adequate to ensure the completion of the Services as scheduled, the Contract Administrator may direct Contractor, at no additional cost to County, to revise the Service Plan and/or use additional personnel to ensure the completion of the Services in a timely manner.

B. Contractor shall schedule daily cleaning to achieve complete RCC cleanliness in all Service Areas in order to meet all functions of the required Services, including but not limited to, hard floor/carpet cleaning and interior/exterior window spot cleaning. Contractor shall respond immediately to all trouble calls issued from the AOCC, which may include, but is not limited to, notice of spills, debris, or biohazard cleanup. BCAD reserves the right to require changes to the Service Plan and/or to require the use of additional personnel to ensure complete RCC cleanliness. Contractor shall schedule work in a way that does not disrupt the functions and normal day-to-day procedures of the Airport, the RCC, or the RCC Users. BCAD reserves the right to require changes to any cleaning frequencies that it deems necessary at its sole discretion.

C. BCAD may utilize electronic requests to advise Contractor of requests for Services ("Electronic Service Request"), which Contractor shall promptly perform. Upon completion of the task resulting from an Electronic Service Request, acknowledgment of completion of the tasks shall be sent by e-mail to the Contract Administrator.

3.7. Communications, Contact Information, and Coordination

A. Contractor is responsible for the costs of the monthly service and user fees related to telephone and internet communications for Contractor's use and any infrastructure costs to enable internet and telephone communications not provided by County. Contractor shall provide cell phones to its key employees. Contractor shall ensure that the Contract Administrator has contact information (cell phone numbers and e-mail addresses) of Contractor's personnel responsible for implementing the requirements of this Agreement, twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year (and three hundred sixty-six (366) days a year for any leap year), including all weekends and holidays observed by the federal, state and County governments and/or Contractor.

B. Contractor shall provide communication devices including, but not limited to, cell phones and two-way radios to each shift supervisor (as applicable), 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.

C. Contractor shall provide, at its sole cost, a sufficient number of two-way radios to be used by its employees. In addition, Contractor shall provide one (1) desktop base station two-way radio to the AOCC and three (3) additional hand-held two-way radios and chargers to the BCAD Maintenance Division to provide direct communication and/or dispatch with BCAD. The desktop station radio should be Motorola XPR 5550 or an equivalent acceptable to the Contract Administrator. The product must be approved by BCAD before acceptance. Contractor cannot share the Airport's radio frequency.

D. 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 a situation that has the potential to create, or has created, a safety or health hazard, or inconvenience to the RCC Users.

E. Contractor shall maintain and provide to the Contract Administrator 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.

F. Contractor shall maintain, at all times, an active e-mail address for electronic communications.

G. All shift managers must have an active e-mail address and must monitor communications throughout their shift.

H. Contractor shall maintain communications with the onsite manager, either by radio or cellular telephone for immediate contact.

I. 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 the Assigned Space.

3.8. Conduct Standards

A. Contractor shall be responsible for maintaining and enforcing satisfactory standards of employee conduct including, but not limited to, competency, courtesy, appearance, honesty, and integrity.

B. Contractor's employees shall conduct themselves in a safe and orderly manner at all times while at the Airport, whether on or off duty.

C. While at the RCC and the Airport, Contractor's employees shall not fight, use, possess, or be under the influence of alcohol and/or drugs, or 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.

D. Contractor shall ensure that its employees are knowledgeable of all security requirements at the RCC, including those in Section 2-39 of the Broward County Code of Ordinances.

3.9. Damage Responsibility

A. Contractor shall be responsible for the repair or replacement of any items damaged from, relating to, or in connection with its delivery of 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 of, such damages items, and Contractor shall be responsible for all costs incurred by County in

connection therewith. Contractor shall pay all costs incurred by County within fifteen (15) days after written demand from County, or County may deduct the costs from any payment due Contractor as County may elect.

B. 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.

C. 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 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.

3.10. 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, RCC Users, and Airport operations. The Contract Administrator may require changes in the time of any deliveries when determined to be in the best interest of RCC operations.

3.11. Employees

The Contract Administrator may require that Contractor prohibit an employee from performing any Services hereunder following a determination by the Contract Administrator that the employee committed any of 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. Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or other substances that produce similar effects while on duty.

3.12. Emergency Response and Irregular Operations

A. 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 RCC is a constantly changing, twenty-four (24) hours per day, seven (7) days per week,

three hundred sixty-five (365) days per year (three hundred sixty-six (366) days a year in a leap year) environment, and unforeseen and/or irregular operations outside of the normal anticipated work are to be expected.

B. An emergency call (“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. 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, and/or barricades to ensure the safety of its employees and RCC Users.

C. If an Emergency Call involves an event that interrupts or otherwise adversely affects the RCC operations or RCC tenants, Contractor shall respond with all appropriate equipment and personnel to the site of the emergency within fifteen (15) minutes after the Emergency Call and remain on-site until the problem has been resolved or BCAD gives permission to leave.

3.13. Energy Conservation

A. Contractor shall instruct all of its employees in energy conservation practices. Contractor shall not waste electricity, water, heat, air conditioning, or other utilities.

B. Lights in non-public areas shall be used only when Services are being performed in the area.

C. 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.

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

E. Water faucets or valves shall be turned off following the completion of Services.

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

3.14. Equipment

A. All equipment necessary to perform the Services shall be provided and maintained by Contractor at its sole cost and must comply with all OSHA standards and requirements. Contractor shall provide the Contract Administrator with a comprehensive detailed equipment inventory including the 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 the equipment repair facilities and processes on a random basis.

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

C. On the Effective Date, all equipment necessary to perform the Services hereunder must be new or have been in service no more than one (1) year prior to the Effective Date. Equipment must be of the size and type customarily used in the 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 to the RCC facilities or its contents. All equipment and vehicles used to provide Services hereunder shall be subject to approval by the Contract Administrator.

D. Contractor shall have an established program to provide preventative maintenance and repair of the 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 a backup in the event that necessary equipment is out of service for more than two (2) days. Lack of equipment shall not justify a failure to perform Services.

E. Contractor's equipment, signs, carts, barrels, barricades, and tools used within the view of the 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.

F. Contractor may use designated RCC electrical power outlets (110 volts) to operate the equipment. Contractor shall be responsible for any damage caused to the electrical outlets and outlet covers by the improper connection or disconnection of equipment.

G. All equipment used by Contractor to perform Services shall meet the following requirements:

1. 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.

2. Automated scrubbing machines shall be equipped with variable-speed feed pumps or an acceptable alternative. Scrubbing machines shall use only tap water with no added cleaning products.

3. Battery-powered equipment shall be equipped with Environmentally Preferable (hereinafter defined) gel batteries when stored/charged in areas outside of designated charging rooms.

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

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

6. Propane-powered cleaning equipment must receive prior written approval from the Contract Administrator before use and shall contain proper emissions and safety guards.

7. 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 shall 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.

H. Multiple extension cords shall not be connected together (i.e., 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 the AOCC immediately.

I. Prior to the beginning of each work shift, Contractor shall ensure that each janitorial closet, each janitorial cart, and each employee is provided with the appropriate equipment, tools, chemicals, and supplies.

J. 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.

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

3.15. Essential Job Functions for Custodians/Cleaners

A. Contractor's employees shall possess the ability to interact courteously with the RCC Users and fellow employees to maintain a professional work atmosphere and promote a positive travel experience for the public.

B. All custodians/cleaners shall be able to speak and understand English.

C. The following physical demands shall be met by each custodian/cleaner:

1. Have the ability to perform light to medium work that involves walking or standing the entire shift.

2. Have the ability to exert up to fifty (50) pounds of force on a regular recurring basis.

3. Have adeptness and speed in the use of fingers, hands, and limbs in tasks involving accuracy and efficiency.

4. Have the ability to bend down frequently throughout the work shift.

D. In the event the Contract Administrator, Building Manager, or designee observes an employee of Contractor who appears to be unable to perform one or more essential functions, the Contract Administrator may request Contractor to send the employee for a fitness test, that is acceptable to the Contract Administrator, at Contractor's expense. Any employee who cannot pass the fitness test shall no longer be permitted to provide custodial/cleaning Services at the RCC.

3.16. 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.

3.17. Fraud, Waste, and Abuse

Contractor shall maintain proper conduct and discipline within Service Areas and throughout the Airport. Contractor's employees shall be encouraged to be alert and report suspected situations of fraud, waste, abuse, or other intentionally dishonest conduct. Contractor shall immediately notify the Contract Administrator in writing of: (i) any such reports it receives from employees that Contractor deems legitimate; and (ii) any other situations of fraud, waste, abuse, or other intentionally dishonest conduct Contractor discovers, irrespective of whether the same has been reported by Contractor's employees.

3.18. Holidays

Contractor shall perform the Services twenty-four (24) hours a day, seven (7) days per week, three hundred sixty-five (365) days per year (and three hundred sixty-six (366) days a year for any leap year), including all weekends and holidays observed by the federal, state, and/or County governments and/or Contractor.

3.19. Key Control

A. Contractor shall provide adequate safeguards to secure keys, key cards, other entry devices, and codes provided by County ("Keys").

B. When Contractor enters an unoccupied/unlocked section of a building to provide Services, Contractor shall lock same before leaving.

C. Contractor shall maintain a record of the Keys issued to its employees. Contractor shall neither duplicate nor allow Keys to be duplicated.

D. 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.

E. Contractor shall develop procedures covering Key control that shall be included in its quality control plan.

F. 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, 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 to Contractor.

G. Contractor shall prohibit the use of Keys by any persons other than Contractor's authorized employees.

3.20. Key Personnel

A. Contractor shall ensure that the persons responsible for Contractor's performance of the Services under this Agreement ("Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement.

B. 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 change. The written notice shall address all changes to Key Personnel 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 is effectuated.

C. 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 other rights under this Agreement without limitation, 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 of Key Personnel.

D. County shall not be responsible for any additional costs associated with a change in the Key Personnel.

E. 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.

F. Contractor shall establish, at a minimum, the following positions to manage the Services during the terms of this Agreement:

1. A full-time on-site Project Manager (or "PM") responsible for the day-to-day operations and who has full authority to act on behalf of Contractor and act as a liaison to the Contract Administrator.

2. Assistant Project Manager (or "Assistant PM") to work an alternate shift from the PM.

3. A Quality Control Manager ("QC Manager") responsible for ensuring Services are performed in compliance with the requirements of this Agreement. This position may not be held by the PM, Assistant PM, or Shift Supervisor.

4. A Shift Supervisor on each shift reporting directly to the PM or Assistant PM.

G. Contractor shall provide management coverage on the weekends.

H. The PM, Assistant PM, QC Manager, Shift Supervisor shall be capable of verbal and written communication in the English language and shall be capable of effectively communicating with all Contractor's employees and BCAD staff. The minimum personnel requirements for each of the above-mentioned positions are as follows:

1. The PM shall work full-time onsite at the RCC. The PM shall be a highly qualified and experienced manager with at least three (3) years of experience, within the last five (5) years, managing and staffing twenty-four (24) hours per day with janitorial contract experience of a 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.

2. The Assistant PM shall work full-time onsite at the RCC and work alternate shifts from the PM. The Assistant PM will perform the same responsibilities as the PM and have at least two (2) years of related experience, within the last five (5) years.

3. The QC Manager shall be responsible for Contractor's QC Program, as hereafter defined. The QC Manager shall have at least three (3) years of experience in quality control, within the last five (5) years.

4. A Shift Supervisor shall work full-time onsite at the RCC during each shift. The Shift Supervisor shall report directly to the PM or Assistant PM. Each Shift Supervisor shall have at least two (2) years of experience, within the last five (5) years, supervising a janitorial contract of similar size and number of custodial workers. The Shift Supervisor shall have the authority to take all necessary actions when 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.

I. The PM, Assistant PM, or QC Manager shall be onsite every day, Sunday through Saturday, during daytime hours. No exceptions are permitted.

J. The PM or designee shall be on call, after hours, to respond to emergencies and shall be physically present at the RCC within one (1) hour of notification of an emergency. The PM shall provide the Contract Administrator with 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 shift.

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

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

M. Shift Supervisors shall not perform custodial tasks. The Shift Supervisors shall manage the cleaning and custodial Services, glass and window spot-cleaning, floor care, and other miscellaneous Services performed by the custodians or project workers.

N. Contractor shall not use employees from a temporary employment agency for Services at the RCC.

3.21. Lost and Found Property

A. The Lost and Found Office (“Lost & Found”) is located on the 2nd level of the RCC.

B. Contractor shall develop, implement, and maintain adequate procedures to ensure that none of its employees scavenge items from any Service Area or properties and that all found property is delivered to the Lost & Found.

C. Contractor shall ensure that lost or misplaced articles found by Contractor’s employees at the RCC are promptly turned into their Shift Supervisor for prompt delivery to the Lost & Found. All found items shall be identified with the date, time, and location of where the item was found.

D. 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.

3.22. Needed Repairs/Damage Reporting

A. Contractor shall promptly report to the AOCC, upon discovery, any needed repairs to the RCC, its buildings, furnishing, fixtures, mechanical equipment, or any other mishap or malfunction, including but not limited to soap, paper towel, and other restroom dispensers. Contractor shall be proactive in both the discovery and reporting of all needed repairs.

B. Contractor shall barricade both ends of an escalator in the event it is malfunctioning and notify the 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.

3.23. Performance and Work Hours

A. Contractor shall be responsible for the complete and timely performance of all the Services.

B. Contractor shall be required to have adequate management and supervision and personnel on duty twenty-four (24) hours a day, seven (7) days per week, three hundred sixty-five (365) days per year (and three hundred sixty-six (366) days a year for any leap year), including all weekends and holidays observed by the federal, state, and County governments and/or Contractor.

3.24. Personnel Awareness

A. Contractor's employees shall be familiar with their designated work areas.

B. All observations of suspicious persons, packages, and circumstances by Contractor or its employees shall be immediately reported to the AOCC or BSO.

C. Contractor shall enforce strict discipline and good order among employees. No children, friends, relatives, or persons not employed and assigned to the work site shall be permitted to visit with an employee while the employee is on duty.

3.25. Personnel Training

A. Contractor shall provide environmental health and safety training ("Training") to ensure compliance with all Applicable Law. Contractor shall not permit any employee to perform Services until they have successfully completed all Training. Contractor shall document the contents of its Training programs and maintain a Training record of 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.

B. Training Records:

1. 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.

2. 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.

C. Training Subjects: At a minimum, all of Contractor's employees shall receive Training in all the following subjects listed below before commencing Services and again upon the completion of each twelve (12) month period thereafter. All Training shall be documented on a signed roster sheet. Training

Records and Training syllabuses must be provided to the Contract Administrator upon request.

1. OSHA Hazard Communication Standard, Reading a Safety Data Sheet, Safe Handling, Use, and Disposal of Cleaning Materials including Spill Response, Proper Recycling Practices
2. Proper Mixing and Dilution of Concentrated Chemicals
3. Hazardous Materials and Blood Borne Pathogen Training
4. Ergonomic Training, including Safe Lifting Practices and Proper Equipment Handling
5. 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)
6. Tools and Equipment - Proper Use and Care
7. Rest Room Cleaning and Disinfections
8. Office and Related Area Cleaning
9. Waste Collection and Recycling
10. Common Cleaning Mistakes
11. Quality Control (employees with supervisory duties only)
12. Quality Assurance (employees with supervisory duties only)
13. Inspection Techniques (employees with supervisory duties only)
14. Emergency Procedures & Evacuations
15. Incident/Accident Reporting
16. Personal Protective Equipment
17. Airport Safety and Wayfinding Pictograms
18. Electrostatic Spraying

D. Training Materials: County may, at its sole option, make training materials, scripts, and Training equipment available for Contractor's use; provided, however, the provisions 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 RCC or the Airport.

3.26. Quality Control Program

A. 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 (5) days written notice prior to implementing any changes to the QC Program.

B. The QC Program shall include, but not be limited to, the following:

1. A description of specific monitoring techniques for all Services included in the work schedule. It must specify the Service Areas to be inspected on a scheduled and non-scheduled basis, the frequency of inspections, and the position of the employee(s) that will perform each inspection.

2. A method of identifying deficiencies in the quality of Services before the level of performance is unacceptable.

3. A plan to periodically conduct field audits of all Contractor's employees to maintain quality standards.

4. An inspection system covering all required Services.

C. Contractor shall maintain a file of all inspections conducted and the corrective actions taken ("QC Report"). The format of the QC Report shall be subject to approval by the Contract Administrator.

D. Contractor shall prepare a weekly Operations and Inspection Report ("O&I Report") of the work performed and inspected the previous week and work that is planned for the next week. The O&I Report shall, at a minimum, include the following areas: areas where detailed cleaning was performed; problems encountered; items requiring maintenance and/or repair; and the action that was taken on items included in the O&I Report. The O&I Report shall immediately be available to the Contract Administrator upon written request.

E. The Contract Administrator or designee shall periodically (at least quarterly) evaluate Contractor's O&I Reports, QC Reports, and overall effectiveness of the QC Program and document the results of the evaluation including communications with Contractor and applicable corrective actions performed or not performed by Contractor. Non-performance or inadequate performance by Contractor may be used as a basis to evaluate violations of service standards subject to disincentive fees pursuant to Article 11 of this Agreement.

F. Contractor will utilize the Trax by TRAX Analytics, LLC Janitorial Quality Management System ("JQMS"), or approved equal, to monitor, document, and manage the quality and performance of the Services. Contractor shall provide County, at no additional cost, with secure access to the JQMS for the purpose of performance evaluation, quality assurance, compliance monitoring, and contract administration.

G. Such access shall include, at a minimum, the ability for County-authorized personnel to review inspection results, service logs, quality scores, corrective action reports, audit findings, and other performance-related data generated by the JQMS. Contractor shall ensure that the JQMS data is current, accurate, and maintained throughout the Term.

H. Contractor shall provide County-authorized personnel initial training and ongoing technical support, as reasonably requested by the Contract Administrator, to enable County personnel to effectively access and utilize the JQMS. Failure to provide or maintain access to the JQMS in accordance with this section shall constitute a material breach of the Agreement and may result in remedies available to County under the Agreement, including the assessment of disincentive fees pursuant to Article 11 of this Agreement or withholding of payment.

3.27. RCC Logbook

Contractor shall maintain an RCC Logbook ("Logbook"). The Logbook shall be maintained by Contractor and provided to BCAD upon request. The Logbook shall contain at a minimum:

- A. A copy of the daily work roster / sign-in sheet for all Service Areas
- B. Safety Data Sheets for all chemicals and supplies used in the building
- C. Service Plan for all the 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

3.28. Relief for Absenteeism, Breaks, and Vacation

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

3.29. Labor Reports

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

B. An electronic biometric system shall be utilized and installed at the RCC at the sole expense of the cost of Contractor. Each of Contractor’s employees is required to scan their arrival and departure when scheduled to work.

C. A daily shift labor report shall be submitted via e-mail to the Contract Administrator within three (3) hours after the start of each shift. The daily labor report shall include:

1. Employee name
2. Employee payroll identification number
3. Time in and scheduled time out
4. Total hours scheduled to work
5. Pay rate
6. Gross pay for the scheduled day
7. Location and description of the employee’s assignment

D. A monthly Labor Summary Report shall be submitted with each monthly invoice. The Labor Summary Report shall identify total hours worked per week by each employee and include the assigned Service Area, task category identified, projects, supervisor, etc.

E. 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.

3.30. Safety Measures

A. Services shall be performed using “Safety First” practices and in compliance with all Applicable Law, including but not limited to 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 safety vests as required.

B. County reserves the right, but has no obligation, to inspect all Service Areas for safety violations or hazards (“Safety Violation”) and to direct Contractor to take immediate action to remedy any Safety Violation. In the event that County elects to direct Contractor to stop work because of any type of Safety Violation, Contractor shall bear all costs for eliminating the Safety Violation and shall not be compensated by County for the work stoppage.

C. The operation of Contractor’s vehicles or private vehicles by Contractor’s employees on or about the Airport campus shall conform to posted regulations and safe driving practices.

D. Aisles, passageways, alleyways, entrances, and exits to fire protection equipment shall remain unobstructed at all times.

E. Contractor shall provide and place barricades, tarps, plastic, and other safety/traffic control equipment to protect its employees and RCC Users. Contractor shall not use Airport/RCC stanchions, chairs, trashcans, plants, and/or pottery as barriers or partial barriers for safety/traffic control. Unless necessary for safety reasons, Contractor shall not impede the flow of RCC User traffic at any time. All safety signage and equipment shall be professional and designed for its intended purpose.

3.31. Smoke-Free Environment

A. 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.

B. 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 shall be documented in the employee’s respective personnel file.

3.32. Uniforms

- A. Contractor's employees shall be dressed in a uniform approved by the Contract Administrator. Contractor shall supply all uniforms at no cost to County.
- B. Uniforms shall consist of a collared shirt or blouse and long pants or skirt.
- C. 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 shall have the company logo or name on the front.
- D. All employees shall arrive to work in a clean uniform free of stains. Contractor's employees shall not use public restrooms as locker rooms.
- E. No advertising and/or slogans shall be printed on the uniforms.
- F. 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 or obvious.
- G. The uniform shirttail must be tucked into the pants or skirt while the employee is at the RCC.
- H. The uniform shall meet or exceed all safety-related standards such as steel toe shoes or other safety related uniform materials.
- I. Employees shall display the Airport-issued security identification media SIDA Badge on their outermost garments at all times.
- J. Contractor shall remove the employee from a Service Area when not dressed in full uniform.

3.33. Vehicle Requirements

- A. Contractor shall provide, at its sole cost, vehicle(s) to remove and haul trash from the buildings to the appropriate waste sites located at the RCC.
- B. Contractor shall provide a truck equipped with a mounted water extractor.

3.34. Vehicle Registration and Parking

- A. Contractor shall register all company vehicles utilized to perform Services with BCAD.
- B. Contractor's vehicles utilized to perform Services shall permanently display the company's name and logo on the front doors (both sides) of the vehicle.
- C. On-site parking shall be provided for the Project Managers only. All other employees of Contractor or any Subcontractor shall park in the off-site employee parking lot and ride the shuttle bus to the RCC.

4. MINIMUM STANDARDS

4.1. Performance Based Agreement

Contractor shall provide all Services and supplies of sufficient quantity and quality to achieve the standards as detailed below ("Minimum Standards"). The Minimum Standards may be supplemented by BCAD, as deemed necessary in its sole discretion, by written notice to Contractor, in order to maintain a professional, clean, and safe environment at the RCC.

4.2. Janitorial Standards

- A. 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.
- B. 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.
- C. Sweeping: A properly swept floor shall be free of all dirt, dust, gum, grit, lint, and debris.
- D. Vacuuming:
 - 1. Carpet shall be free from soil and debris. The vacuumed fibers must be cleaned to protect pile from matting (preferably using a machine with

cylindrical brushing action). Effective vacuuming requires multiple, slow deliberate passes to ensure the removal of soil and dust at and/or below the carpet surface.

2. 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.

E. Damp-Mopping: A satisfactorily damp-mopped floor shall be free of dirt, dust, marks, film, streaks, debris and standing water. Contractor shall provide a sufficient number of barricades, traffic cones, and proper slip hazard signs for each floor area being cleaned to adequately protect all RCC Users.

F. Dust-Mopping: A satisfactorily dust-mopped floor shall be free of all dirt, dust, lint, and debris. Contractor shall use microfiber mops to reduce airborne 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 RCC 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.

G. 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.

H. Spot-Cleaning:

1. Spot-cleaning is cleaning a smaller surface area within a total surface area and is to be free of all stains and deposits. When spot-cleaned the glass shall be free of streaks, drips, and fingerprints, and all moisture shall be removed from sills, mullions, and related supporting structures.

2. Contractor shall provide spot-cleaning, up to 8' (linear), of all interior and exterior windows and glass for the RCC, with the exception of the windows located within tenant-leased space. Exterior and interior windows and entrance/vestibule glass doors are routinely cleaned under a separate contract. Contractor shall spot clean and maintain interior and exterior windows in between Services. Glass cleaning of rails, escalators, and all other glass that is not interior/exterior windows is the responsibility of Contractor.

3. Glass cleaning work shall be accomplished with the least possible interference to RCC Users and operations. Dark or tinted glass shall be included in the cleaning service.

I. Wall Washing: After cleaning, the surfaces of all walls, exposed pipes, and equipment shall have a uniformly clean appearance, and 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, and free of film, streaks, and deposits.

J. 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.

K. 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.

L. Graffiti Removal: Graffiti shall be removed from surfaces on the outside and inside of the RCC and items located on the RCC grounds. Care must be taken to maintain the original surface where graffiti appeared. Graffiti shall be removed as soon as it is discovered; provided, however, any gang, violent, or hate-related graffiti shall be reported to the AOCC before the graffiti is removed.

M. 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 always ensure an acceptable appearance.

N. Waste and Recycling Receptacles: Waste and recycling receptacles shall be emptied, and spot cleaned as needed to maintain safe and sanitary conditions. Walls or surfaces surrounding the receptacles shall be spot-cleaned and the floors under and near the cans are to be clean and kept free of stains, spots, rust, and rings. Liners shall be replaced at each emptying of the receptacle; receptacles shall not be allowed to overflow. Periodically, all receptacles shall be thoroughly cleaned inside and out as needed with germicidal detergent. All receptacles in the public

areas shall be kept neatly aligned and the receptacle(s) turned with letter or signage facing out for easy visibility.

O. 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 dry and clean and aligned. Floor near the drinking fountains shall be kept dry.

P. 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.

Q. Elevators and Adjacent Areas: All interior and exterior walls, floors, doors, ceilings, door tracks, glass, switches, buttons, controls, and equipment shall have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint, and cleaning marks. Floors shall be maintained according to standards for carpet and/or hard surface materials. Metal and bright work shall be maintained in accordance with the standards listed herein. All adjacent areas shall be left free of residue and spotting following cleaning procedures. Elevator and adjacent areas shall be maintained as needed to ensure acceptable appearance at all times.

R. Escalators, Moving Walkways, and Adjacent Areas: All interior and exterior areas, cladding, glass, treads and risers, landings, handrails, switches, buttons, controls, and related equipment shall 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 shall be maintained according to standards for carpet and/or hard surface materials. Metal and bright work shall be maintained in accordance with the standards listed herein. All adjacent areas shall be left free of residue and spotting following cleaning procedures. Escalators and adjacent areas shall be maintained as needed to ensure acceptable appearances at all times.

S. Stairwell/Halls: All walls, floors, stairs, stair treads, doors, door thresholds, and glass shall have a uniformly clean appearance, free from dirt, dust, stickers, gum, stains, marks streaks, lint, and cleaning marks. Floor and wall finish shall be maintained according to the standards listed herein, and care and detail shall be paid to treads, grids, edges, and baseboards to ensure acceptable appearance at

all times. Concrete surfaces shall be swept of all dirt, dust, cobwebs, and debris and pressure washed according to need. Railings shall have a uniformly clean appearance, free from dirt, stains, smudges, adhered foreign substances, grease, oil, and grime.

T. Vents/Grills/Exhaust Fans/Light Fixtures/Interior Signage: Exterior equipment covers to include vents (wall and ceiling), diffuser and exhaust fans, grills, and light fixtures shall have a uniformly clean appearance, free from dirt, dust, stains, and cobwebs.

U. Mechanical Room: Mechanical rooms that Contractor is allowed access shall be kept neat and free of unauthorized storage items and debris.

V. Curbside Walkways: Concrete walkways shall be free of all litter and debris, and trash cans shall be emptied and spot-cleaned as required. Trash cans and seating shall have a uniformly clean appearance.

W. Food/Vending Areas: Contractor shall not be required to do any cleaning in the food Service Areas with the exception that Contractor's employees shall provide hard floor care Services surrounding the shell of the food service concessionaires. The food service concessionaires shall be responsible for maintaining the floor of the food concession during business hours. Contractor shall be responsible for Services and policing around public vending machine areas periodically during each workday.

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

4.3. Disinfecting Standards

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

B. 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 performed on all germ and virus-prone areas, such as restrooms, seating areas, breakrooms, kitchen and conference rooms, etc. All areas shall be disinfected following strictly adhered to the most up-to-date CDC guidelines.

4.4. Basic Floor Care Standards

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

B. 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 the approved schedule. BCAD reserves the right to approve and make suggested changes to the schedule.

C. 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 at the Airport.

D. Floor care equipment shall be in good repair at all times. The Contract Administrator or designee reserves the right to inspect equipment regularly. Contractor shall strain water from machines prior to the 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 the 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 a written demand from County, or County may deduct the costs from any payments due to Contractor, as County may elect.

E. 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 (24) hours of notification of the discrepancy.

F. Contractor shall provide a sufficient number of barricades, traffic cones, and proper slip hazard signs for each floor area being cleaned to adequately protect all RCC Users. All barricades, traffic cones, and signage shall be professionally designed for their intended use and meet all OSHA and American National Standards Institute safety standards. All barricades and directional equipment shall be maintained to provide a clean and professional appearance.

4.5. Floor Care - Terrazzo and Tile Floors

A. 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, as determined by BCAD in its sole discretion, shall be deemed included as though expressly written into this Scope of Services. Hard floors, including but not limited to terrazzo and tile floors, shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly, and safe condition. The result of all hard floor cleaning procedures shall be to leave all surfaces free of dust, dirt, soil, gum, cleaning agents, and all removable stains. Care shall be taken to avoid damaging any hard floor surface irrespective of the method or cleaning technique employed. The majority of the RCC floors are terrazzo and designated as public art. The terrazzo floors shall be maintained to the highest industry standards.

B. Hard floor surfaces that have been swept, mopped, or cleaned with an auto scrubber shall present a uniformly clean appearance with no evidence of surface soilage 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.

C. Floor finish removal (stripping) is accomplished when all visible floor surfaces, including surfaces that can be exposed by the removal of non-fixed furnishings, have all finish and/or sealer removed down to the flooring materials without causing damage, are free of all dirt, removable stains, deposits, debris, cleaning solution and standing water, and the floor has a uniform appearance when dry. Floors shall be scrubbed with a floor machine equipped with a stripping pad, except in those areas where the use of manual devices is necessary, such as along walls, in corners, etc. The stripping solution and rinse water shall be picked up with a wet/dry vacuum following the 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.

D. A finished floor application shall be satisfactorily completed when all the old finish has been completely removed, including in the corners and along edges, and sufficient coats of finish have been properly applied with enough drying time between each coat to ensure that the sheen is uniform with no streaking, swirls, globs, bubbling, or yellowing.

E. Finish recoating shall be done in traffic areas where the 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 feather into the areas where the finish is not worn, and not to add unneeded layers of finish along edges or in areas where it does not wear.

F. Auto scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains, marks, or standing water, and the floor has a uniformly clean appearance. The method used shall 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.

G. All finished floor areas shall be buffed to a high 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.

4.6. Waste Disposal Standards

A. Contractor shall move all collected trash to BCAD-designated trash areas for disposal. Trash shall be collected in dark liners and transported with the least amount of impact or inconvenience to RCC tenants, employees, or passengers. Trash shall not be left within the public way or within the public view.

B. If trash is stockpiled for a reduced frequency of trips to the designated areas, the stockpiling shall be done out of 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.

C. 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 damage to the floor finishes or other surfaces caused by improper use or maintenance of trash carts or other surfaces caused by improper use or maintenance of trash cart or other equipment. All trash collection containers shall be pretreated and cleaned on a regular basis to prevent offending odors and unprofessional appearance.

D. Contractor shall remain the owner of all chemical products it specifies, procures, uses, and stores at the Airport. Upon expiration or early termination of this Agreement, Contractor shall 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.

E. 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 shall be collected and disposed of as required herein. No waste materials or effluent may be discharged outdoors or to BCAD's stormwater sewer system. Only wastewater suitable for discharge to the sanitary sewer shall be allowable. All sanitary sewer discharges shall comply with County regulations.

4.7. Recycling Program Collection Standards

A. Contractor shall support BCAD's commitment to recycling. Recyclables collected from the public areas of the RCC 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.

B. 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.

C. Cardboard shall be collected separately and transported to the cardboard collection container designated by BCAD.

D. 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.

E. 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.

4.8. Policing Services

A. Contractor shall police the public areas of the RCC including, but not limited to, restrooms, public seating areas, smoking areas, public open floor space areas, and exterior sidewalks and vestibules. As used herein, policing requires Contractor to schedule the appropriate level of Services and supplies to keep the public locations up to acceptable standards at all times.

B. Contractor's employees shall "follow the crowd" to perform policing.

C. 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 the RCC Users

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

5. SPECIFIC CLEANING STANDARDS

5.1. Public Restrooms

A. 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.

B. 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.

C. De-scaling shall be performed as required to keep surfaces free from streaks, stains, scale, scum, urine deposits, and rust stains.

D. 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.

E. Sharps medical waste needle disposal containers shall be removed and properly disposed of when full and replaced with a new container.

F. Contractor shall spot-clean and disinfect light switches, doors, and walls.

G. All restroom mirrors, basins, shelves/counters, brightwork, and stainless steel or solid surface partitions shall have a clean and polished appearance. Solid surface materials shall not become stained or dingy.

H. 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.

I. Air fresheners shall be maintained to ensure continued fresh and pleasant-smelling facilities.

J. 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.

K. Policing of public restrooms shall be accomplished as often as possible to provide the least impact on the RCC Users and to maintain restrooms at the highest level of cleanliness possible. Typical average policing during high-volume activity, as determined by BCAD, shall occur no less than every fifteen (15) minutes. During low-volume periods, as determined by BCAD, policing shall be no less than every ninety (90) minutes.

L. Contractor shall coordinate restroom closures in order to have the least amount of impact on the traveling public. Public restrooms may only be closed during the hours approved by BCAD unless there is an emergency event that prevents the opening of the restroom(s).

M. Contractor shall notify the AOCC to report any inoperable fixture(s) within the restrooms.

N. All surfaces, walls, floors, and fixtures in the restroom shall be disinfected daily.

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

5.2. Public Seating Areas

A. 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.

B. 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.

C. Tables and chairs that have been displaced shall be repositioned and straightened taking care to prevent damage to wall finishes.

D. Floors shall be maintained according to standards for carpet and/or hard surface materials.

E. Metal and brightwork shall be maintained in accordance with the standards set forth herein.

F. Regular policing of public seating and eating spaces shall be performed to ensure all seating, eating, and adjacent areas are maintained as needed to ensure acceptable appearance at all times.

5.3. Open Public Floor Space Areas

A. Floor finishes, walls, stairs, halls, brightwork, windows, glass, etc. open and accessible to the public shall be maintained at cleaning levels acceptable to BCAD at all times.

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

C. All sidewalks shall have a clean appearance, free from trash, stickers, gum, stains, and spills.

D. The public open floor space areas shall be policed on a regular schedule to ensure the standards set forth herein are maintained at all times.

5.4. Lost & Found Office Areas

A. Office areas shall present a clean, well-kept, orderly, and professional appearance.

B. Waste receptacles shall be emptied, spot cleaned and liners replaced as required.

C. Non-carpeted floors shall be swept/dust mopped.

D. Carpeted floors shall be vacuumed and spot-cleaned to remove stains, deposits, gum, and spills.

E. All shelves, counters, cabinets, and cases shall be free of accumulated dust and debris.

F. Contractor shall wipe clean all tables, desks, counters, chairs, and chair legs.

G. Contractor shall spot clean all hard surface walls to remove fingerprints, dust, soil, and marks.

H. Occupant's personal effects and work items, electronics, and electrical plugs shall be left as found and shall not be moved or rearranged during cleaning.

- I. 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:

- A. Daily:
 1. Restrooms
 2. Touch points
 3. Seating areas
 4. Elevators
 5. Vestibules
- B. Monthly
 1. Office areas
 2. Common areas
 3. Walls
 4. Ceiling tiles

5.6. Dispensers

A. Dispensers (soap dispensers, toilet paper, and paper towel dispensers, etc.) within the Service Areas shall be provided and, as necessary, repaired by BCAD. Contractor shall stock and maintain the dispensers except as otherwise specified herein or in writing by the Contract Administrator. All items utilized in the dispensers shall be approved for use by the Contract Administrator.

B. Feminine hygiene product dispensers shall be provided by BCAD. Contractor shall, at its sole cost and expense, be responsible for maintain, repairing, supplying, and continuously stocking all feminine hygiene product dispensers. Contractor shall collect and retain all feminine hygiene product dispenser revenue. Dispenser prices for feminine hygiene products must be pre-approved by the Contract Administrator. Contractor shall maintain stocking records for feminine hygiene product dispensers.

C. Contractor shall provide written notification to the Contract Administrator of any feminine hygiene product dispenser(s) that are inoperable and the status of pending repairs or replacement. Contractor shall provide timely maintenance and repair of feminine hygiene product dispensers to ensure product availability to RCC Users. Dispensers shall not be inoperable for longer than five (5) calendar days without written approval from the Contract Administrator.

D. Contractor shall replace full needle disposal containers within the Sharps disposal systems with a new empty needle disposal container throughout restrooms at the RCC. 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 employees in the proper procedure for the Sharps disposal containers and the needles therein.

6. SUSTAINABLE CLEANING STANDARD AND PROCESSES

6.1. Environmentally Preferred Products

A. The Airport is committed to providing sound environmental stewardship, protecting human health, reducing operating expenses associated with the use of hazardous materials, and reducing the potential liability to County. The commitment also reflects utilizing Environmentally Preferable (hereinafter defined) purchasing initiatives and products. "Environmentally Preferred or Preferable" means that 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.

B. Contractor is encouraged to utilize Environmentally Preferred products and purchasing initiatives; provided, however, all products used by Contractor shall avoid physical and health hazards. The use of chemical products that contain solvent-based additives require prior approval from 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 RCC shall ensure a clean and safe building, reduce the risk of toxic chemical exposure to janitorial staff and RCC Users, and maintain healthy air quality.

6.3. Sustainable Cleaning Systems

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

6.4. Sustainable Cleaning Operating Procedures

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

6.5. Environmental Health and Safety Regulations Compliance

Contractor shall ensure compliance with all Applicable Law in accordance with the terms of this Agreement. This includes compliance with OSHA requirements under the Hazard Communication Standards, and the EPA Resource Conservation and Recovery Act. Chemical storage on site shall be limited and chemicals shall be stored safely with appropriate spill response equipment, procedures, and staff training. Contractor shall provide, at the onset of this Agreement, a detailed plan that addresses the safe and proper storage of chemicals, spill response, and secondary containment that will be utilized at the Airport.

6.6. Flooring Systems

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

6.7. Floor Maintenance Log

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. The Contract shall 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

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

6.9. Chemical Concentrations and Dilution Systems

Concentrated products diluted on-site are preferred, however, when applicable, concentrated cleaning products that are packed in "ready to dispense" 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 the transport of bulkier ready-to-use products.

7. FREQUENCY OF SERVICES

It shall be Contractor's responsibility for determining and scheduling how often Services are provided, and such determinations and scheduling shall comply with and be in accordance with all applicable provisions set forth herein. Contractor shall plan and execute cleaning tasks according to a schedule that ensures all areas are adequately maintained. Contractor is fully accountable for delivering the required Services outlined in this Agreement even if there are issues with scheduling or staffing. The Service Plan shall include the following items relating to the frequency of Services:

7.1. Service Plan/Frequency of Services

A. 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 Cleaning Standards contained in Sections 4 and 5 of this Scope of Services.

1. Public Restrooms
2. Public Seat and Eating Space Areas
3. Windows and Other Glass Walls, Panels, Railings, Signage, etc.
4. Lost & Found
5. Non-Public Common Areas
6. Vertical Access Areas (Elevators, Escalators, Stairwells, Hallways)

B. Project Cleaning – Restroom Program: Processes, levels of staffing, and frequencies to deep clean the restrooms to meet the required Minimum Standards and Specific Cleaning Standards are contained in Sections 4 and 5 of this Scope of Services.

C. Project Cleaning – Hard Floor Care: A description of the hard floor care processes and frequencies to meet the Minimum Standards are contained in Sections 4 of this Scope of Services.

D. Yearly Schedule: Contractor shall provide a yearly schedule of daily cleaning program items and project cleaning program items for the Service Areas necessary to meet the Minimum Standards and Specific Cleaning Standards contained in Sections 4 and 5 of this Scope of Services.

8. PANDEMICS/EPIDEMICS/DISASTERS/OTHER UNFORESEEN CONDITIONS

8.1. Participation in County Initiatives/Programs

Contractor shall participate in initiatives or programs conducted by County to invoke the public's confidence in the use of the Airport during any pandemic, epidemic, or other emergencies at no additional out-of-pocket costs to Contractor. Contractor's participation shall include, but not 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, and supplying necessary equipment, chemicals, supplies, and staffing to sanitize Service Areas. If County requests Contractor to perform janitorial Services that are in addition to the Services required in this Agreement and the delivery of such janitorial Services increases Contractor's actual costs, such Services shall be deemed Optional Services subject to the applicable provisions of this Agreement, including but not limited to Section 3.2 of this Agreement . If County requests assistance from Contractor in obtaining supplies (excluding supplies necessary for Contractor's performance of Services or Optional Services required under this Agreement), County shall reimburse Contractor its actual cost with no markup.

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EXHIBIT B - PAYMENT SCHEDULE

1.1 Subject to Section 4.4 of the Agreement, the rates specified below shall be in effect during the Term. The rates specified below are inclusive of all labor, materials (including Cleaning Materials as defined in Section 4.4), supplies, and equipment necessary for Contractor to provide the Services. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Agreement Year 1 (04/01/2026 through 03/31/2027)			
Category	Quantity	Rate/Unit Price	Annual Not-to-Exceed Amount
Janitorial Basic Services	12	\$143,919.12/month	\$1,727,029.44
Electrostatic Spraying	12	\$6,200.00/month	\$74,400.00
Optional Services/Special Events (hourly rate per cleaner)	400	\$31.50/hour	\$12,600.00
Pass-thru Allowance*	1	\$2,500.00/year	\$2,500.00
Total Not-to-Exceed Amount for Agreement Year 1			\$1,816,529.44
Agreement Year 2 (04/01/2027 through 03/31/2028)**			
Category	Quantity	Rate/Unit Price	Annual Not-to-Exceed Amount
Janitorial Basic Services	12	\$148,236.69/month	\$1,778,840.28
Electrostatic Spraying	12	\$6,386.00/month	\$76,632.00
Optional Services/Special Events (hourly rate per cleaner)	400	\$32.45/hour	\$12,980.00
Pass-thru Allowance*	1	\$2,500.00/year	\$2,500.00
Total Not-to-Exceed Amount for Agreement Year 2			\$1,870,952.28

* The pass-thru allowance is for additional cleaning materials required for Contractor to perform authorized Optional Services. The pass-thru allowance is payable solely for actual costs incurred by Contractor to obtain such additional cleaning materials, with no markup or additional charges (including but not limited to overhead, profit, and other fees), and subject to the maximum not-to-exceed amount listed. In any invoice for the pass-thru allowance, Contractor shall provide copies of all supplier invoices and any other documentation or materials required by the Contract Administrator or designee. Use of any portion of the allowance requires prior written consent by the Contract Administrator or designee.

** The rates for Agreement Year 2 shall apply to the remainder of the Term following Agreement Year 2 except as otherwise provided for in Section 4.4 of the Agreement.

1.2 Service Area Modifications. If County makes any modification to the Service Areas in accordance with Section 2.5 of Exhibit A, and such modification results in a reduction to the total square footage for which Contractor is required to perform the Services compared to prior to the modification (“Total Service Area Square Footage”), the Rate/Unit Price payable to Contractor shall be reduced commensurate with the percentage by which the Total Service Area Square Footage is decreased as a result of the modification. For example, a modification that reduces the Total Service Area Square Footage by ten percent (10%) shall correspond with a ten percent (10%) reduction to the then-current rates.

Any rate adjustment pursuant to this section shall apply only to the then-current Rate/Unit Price and the annual maximum not-to-exceed amount for Janitorial Basic Services and Electrostatic Spraying as identified above (i.e., the amounts for Optional Services and the pass-thru allowance shall be excluded from the rate adjustment calculation).

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

EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Mobile equipment Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$3,000,000 landside \$5,000,000 airside	\$3,000,000 landside \$5,000,000 airside
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.: must submit company letter stating no vehicles used in operation.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$2,000,000 landside \$5,000,000 airside	
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	STATUTORY LIMITS- 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 attached to the Certificate of Insurance for approval.		
<input checked="" type="checkbox"/> EMPLOYERS LIABILITY		<input checked="" type="checkbox"/>	Each Accident	\$1,000,000	
<input checked="" type="checkbox"/> CRIME				\$1,000,000	\$1,000,000
<input checked="" type="checkbox"/> POLLUTION / ENVIRONMENTAL LIABILITY COSTS AND CLEANUP ***REQUIRED IF FUELING, STORING, HANDLING OR USING HAZARDOUS MATERIALS OR SUBSTANCES IN REGULAR OPERATIONS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Claim:	\$5,000,000	\$5,000,000
			If claims-made form: Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$50,000 unless approved by BCAD Risk	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 day written notice of cancellation, 10 day notice of cancellation for non-payment. Vendor insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) must be declared to and approved by County and may require proof of financial ability to meet losses. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

1. Any Vendor using chemicals must submit the Safety Data Sheets.
2. Any Vendor using or storing oil, fuel or other petroleum products or hazardous materials must have environmental insurance:
 - *Any vendor fueling will need \$5 million in coverage.
 - *Any vendor doing light maintenance and minor fuel for ground operation vehicles will need \$2 million in coverage.
3. Any Vendor providing Security will need professional Errors & Omissions liability (E&O).
4. All Vendors must complete the Environmental Document.

CERTIFICATE HOLDER:
 Broward County
 320 Terminal Drive
 Suite 200
 Fort Lauderdale, FL 33315

Digitally signed
 by COLLEEN
 POUNALL
 Date: 2026.02.04
 16:00:32 -05'00'
 _____ Risk Manager

EXHIBIT D - CBE SUBCONTRACTOR SCHEDULE AND LETTERS OF INTENT

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



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

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

Solicitation No.: RFP BLD212 78700P1_Group2 RCC

Project Title: Janitorial Services for the Rental Car Center at FLL

Bidder/Offeror Name: Sunshine Cleaning Services LLC
Address: 3445 NE 12 Terrace City: Fort Lauderdale State: FL Zip: 33334
Authorized Representative: Kevin Barton Phone: 602-717-0817

CBE Firm/Supplier Name: Dammel Cleaning Enterprises, Inc.
Address: 517 S. Flagler Avenue Unit 25 City: Pompano Beach State: FL Zip: 33060
Authorized Representative: David Melendez Phone: (954-797-9717)

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Janitorial Services	561720		30.0 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: President Date: 5-13-2025

Bidder/Offeror Authorized Representative

Signature: _____ Title: President of Aviation Date: _____

¹ Visit Census.gov and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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

Rev.: June 2018

Compliance Form No. 004

EXHIBIT E - NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (Nondiscrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq.).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

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

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

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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EXHIBIT F - AIRPORT SECURITY REQUIREMENTS

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

(a) Media Requirements and Access to Security Identification Display Areas. Contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media or Public Area Business Purpose Media (collectively, "Media"), as applicable, to all Contractor Personnel. In addition, Contractor shall be responsible for the immediate reporting of all lost or stolen Media, the immediate return of the Media of Contractor Personnel transferred from the Airport or terminated from the employ of Contractor or any Subcontractor, and the immediate return of all Media issued to all Contractor Personnel upon expiration or termination of Contractor's agreement with County. Before any Media is issued to Contractor Personnel, Contractor must comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and must require that such Contractor Personnel complete security training programs conducted by the Aviation Department. Contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department has the right to require Contractor to conduct background investigations and to furnish certain data

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

(b) Operation of Vehicles on the AOA. Contractor shall ensure that all Contractor Personnel operating a motor vehicle of any type or kind on the AOA are in full compliance with all laws, rules, and regulations regarding the operation of motor vehicles on the AOA, including but not limited to, Section 2-25 of the Code. All motor vehicles and equipment of Contractor or of any Subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(c) Consent to Search/Inspection. Contractor's vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Contractor and any Subcontractor shall not allow any Contractor Personnel to enter the AOA unless and until such Contractor Personnel has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Contractor Personnel who do not execute such consent-to-search/inspection form shall not be employed or retained by Contractor or by any Subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Contractor or by any Subcontractor.

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

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

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