

JAN DA CLANN COMPANY LLC

Bid Contact: **Anaise Antoinette**
jan1acleaningcompany28@gmail.com
Ph 754-779-3237

Address: **1702 SW 70th Ave**
NORT LAUDERDALE, FL 33068

Qualifications: **BE SBE 1**

Item #1	Line Item1	Notes1	Unit Price 1	Qty/Unit1	Attch.1D1cs1
BLD2124561P1--01-01	Init 2-Year Term - JT	Supplier Product1	First Offer -	1 / n/a	Y1 Y1
	Servites	e: T			

T T T T Supplier Total \$0.00 1 T

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Item: b **Initial 2-Year Term - Janitorial Servicesh**

Liability CDL-Broward County-2023.pdf

CBEb ERTIFICATE.pdf

Livingwge ndReference.pdf

1Price_Sheet_for_Agreement_No._1_-_GCE B.xlsx

2Price_Sheet_for_Agreement_No._2_-_Mbin_Library2.xlsx

3Price_Sheet_for_Agreement_No._3_-_South_Regional_Courthouse B.xlsx

4Price_Sheet_for_Agreement_No._4_-_BjCd.xlsx

5Price_Sheet_for_Agreement_No._5_-_Traffic_Engineering B.xlsx

SOE_JA Cleaning Services contb ctbs B.pdf

2022 resume.docx

DHSUB-CONTRA T.pdf

**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED J AND A CLEANING COMPANY LLC 1702 SW 70th Ave North Lauderdale FL 33068		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Assurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25402	

COVERAGES**CERTIFICATE NUMBER:** 2720218**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N	EIG506073500	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Broward County 115 South Andrews Avenue Fort Lauderdale FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance PO Box 188065 Fairfield OH 45018		CONTACT NAME: PHONE (A/C No. Ext): 800-962-7132 FAX (A/C No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
INSURED J And A Cleaning Company Llc 1702 Sw 70th Ave North Lauderdale FL 33068		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24082	

COVERAGES**CERTIFICATE NUMBER:** 0177332143**REVISION NUMBER:** 2016-03

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BLS64649235	04-11-2022	04-11-2023	EACH OCCURRENCE	\$ 1,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000.00
							MED EXP (Any one person)	\$ 15,000.00
							PERSONAL & ADV INJURY	\$ 1,000,000.00
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000.00	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000.00
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Broward County
115 S Andrews Ave

Ft Lauderdale

FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Curtis Luken

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OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

THIS CERTIFICATE IS AWARDED TO

AS SET FORTH IN THE BROWARD COUNTY BUSINESS OPPORTUNITY ACT THE CERTIFICATION REQUIREMENTS HAVE BEEN MET FOR:

AUTHORIZED REPRESENTATIVE

THE OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MUST BE NOTIFIED WITHIN 30 DAYS OF ANY MATERIAL CHANGES IN THE BUSINESS WHICH MAY AFFECT OWNERSHIP AND CONTROL. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF THIS CERTIFICATE AND/OR IMPOSITION OF OTHER SANCTIONS.

A SERVICE OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
BROWARD.ORG/SMALLBUSINESS

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301
TEL: 954-357-6400 • FAX: 954-357-5674 • TTY: 954-357-5664



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Janitorial Services - Price Sheets - Agreement 1

ITEM NO.	FACILITY LOCATION	QTY	UOM	DESCRIPTION	Year 1		Year 2		Two Year Total
					Unit Price	Annual	Unit Price	Annual	
1	GOVERNMENTAL CENTER EAST COMPLEX GOVERNMENTAL CENTER 115 SOUTH ANDREWS AVENUE FORT LAUDERDALE, FL 33301			Basic Services					
		12	MTH	General Cleaning	\$ 7,500.00	\$ 90,000.00	\$ 7,500.00	\$ 90,000.00	\$ 180,000.00
		12	MTH	Restroom Cleaning	\$ 4,000.00	\$ 48,000.00	\$ 4,000.00	\$ 48,000.00	\$ 96,000.00
		12	MTH	Floor Care	\$ 7,000.00	\$ 84,000.00	\$ 7,000.00	\$ 84,000.00	\$ 168,000.00
		12	MTH	Cleaning Supplies	\$ 1,750.65	\$ 21,007.80	\$ 1,750.65	\$ 21,007.80	\$ 42,015.60
		12	MTH	Paper Products/Trash Bags	\$ 3,500.00	\$ 42,000.00	\$ 3,500.00	\$ 42,000.00	\$ 84,000.00
				Additional Services					
		1	YR	Deep Cleaning	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00
		1	YR	Window Cleaning	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00
		525	HR	Porter Hours Per Month	\$ 25.50	\$ 160,650.00	\$ 25.50	\$ 160,650.00	\$ 321,300.00
		15,701	SQF	Pressure Cleaning	\$ 0.10	\$ 1,570.15	\$ 0.10	\$ 1,570.15	\$ 3,140.29
		38,064	SQF	Carpet Cleaning, Additional	\$ 0.10	\$ 3,806.42	\$ 0.10	\$ 3,806.42	\$ 7,612.83
		47,580	SQF	Electrostatic Disinfection	\$ 0.10	\$ 4,758.02	\$ 0.10	\$ 4,758.02	\$ 9,516.04
				Total		\$ 458,792.38		\$ 458,792.38	\$ 917,584.77
2	GOVERNMENTAL CENTER EAST COMPLEX ANNEX BUILDING 115 SOUTH ANDREWS AVENUE FORT LAUDERDALE, FL 33301			Basic Services					
		12	MTH	General Cleaning	\$ 2,500.00	\$ 30,000.00	\$ 2,500.00	\$ 30,000.00	\$ 60,000.00
		12	MTH	Restroom Cleaning	\$ 1,350.00	\$ 16,200.00	\$ 1,350.00	\$ 16,200.00	\$ 32,400.00
		12	MTH	Floor Care	\$ 2,500.00	\$ 30,000.00	\$ 2,500.00	\$ 30,000.00	\$ 60,000.00
		12	MTH	Cleaning Supplies	\$ 810.00	\$ 9,720.00	\$ 810.00	\$ 9,720.00	\$ 19,440.00
		12	MTH	Paper Products/Trash Bags	\$ 1,000.00	\$ 12,000.00	\$ 1,000.00	\$ 12,000.00	\$ 24,000.00
				Additional Services					
		1	YR	Deep Cleaning	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00
		1	YR	Window Cleaning	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00
		173	HR	Porter Hours Per Month	\$ 25.50	\$ 52,938.00	\$ 25.50	\$ 52,938.00	\$ 105,876.00
		3,950	SQF	Pressure Cleaning	\$ 0.10	\$ 394.98	\$ 0.10	\$ 394.98	\$ 789.97
		9,575	SQF	Carpet Cleaning, Additional	\$ 0.10	\$ 957.53	\$ 0.10	\$ 957.53	\$ 1,915.07
		14,363	SQF	Electrostatic Disinfection	\$ 0.10	\$ 1,436.30	\$ 0.10	\$ 1,436.30	\$ 2,872.60
				Total		\$ 156,646.82		\$ 156,646.82	\$ 313,293.63
3	GOVERNMENTAL CENTER EAST COMPLEX 350 GARAGE TRAINING CENTER 101 SW 1ST AVENUE FORT LAUDERDALE, FL 33301			Basic Services					
		12	MTH	General Cleaning	\$ 125.00	\$ 1,500.00	\$ 125.00	\$ 1,500.00	\$ 3,000.00
		12	MTH	Restroom Cleaning	\$ 55.00	\$ 660.00	\$ 55.00	\$ 660.00	\$ 1,320.00
		12	MTH	Floor Care	\$ 100.11	\$ 1,201.32	\$ 100.11	\$ 1,201.32	\$ 2,402.64
		12	MTH	Cleaning Supplies	\$ 50.05	\$ 600.60	\$ 50.05	\$ 600.60	\$ 1,201.20
		12	MTH	Paper Products/Trash Bags	\$ 75.00	\$ 900.00	\$ 75.00	\$ 900.00	\$ 1,800.00
				Additional Services					
		1	YR	Deep Cleaning	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 130.00
		1	YR	Window Cleaning	\$ 50.00	\$ 50.00	\$ 1,500.00	\$ 1,500.00	\$ 1,550.00
		5	HR	Porter Hours Per Month	\$ 25.50	\$ 1,530.00	\$ 25.50	\$ 1,530.00	\$ 3,060.00
		231	SQF	Pressure Cleaning	\$ 0.10	\$ 23.10	\$ 0.10	\$ 23.10	\$ 46.20
		700	SQF	Carpet Cleaning, Additional	\$ 0.10	\$ 70.00	\$ 0.10	\$ 70.00	\$ 140.00
		140	SQF	Electrostatic Disinfection	\$ 0.10	\$ 14.00	\$ 0.10	\$ 14.00	\$ 28.00
				Total		\$ 6,614.02		\$ 8,064.02	\$ 14,678.04
4	GOVERNMENTAL CENTER EAST COMPLEX ERP & PRINT SHOP BUILDING 151 SW 2ND STREET FORT LAUDERDALE, FL 33301			Basic Services					
		12	MTH	General Cleaning	\$ 420.00	\$ 5,040.00	\$ 420.00	\$ 5,040.00	\$ 10,080.00
		12	MTH	Restroom Cleaning	\$ 170.00	\$ 2,040.00	\$ 170.00	\$ 2,040.00	\$ 4,080.00
		12	MTH	Floor Care	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00	\$ 8,400.00
		12	MTH	Cleaning Supplies	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 1,200.00
		12	MTH	Paper Products/Trash Bags	\$ 150.00	\$ 1,800.00	\$ 150.00	\$ 1,800.00	\$ 3,600.00
				Additional Services					
		1	YR	Deep Cleaning	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 300.00
		1	YR	Window Cleaning	\$ 75.25	\$ 75.25	\$ 75.25	\$ 75.25	\$ 150.50
		260	HR	Porter Hours Per Month	\$ 25.50	\$ 79,560.00	\$ 25.50	\$ 79,560.00	\$ 159,120.00
		1,744	SQF	Pressure Cleaning	\$ 0.10	\$ 174.42	\$ 0.10	\$ 174.42	\$ 348.84
		2,643	SQF	Carpet Cleaning, Additional	\$ 0.10	\$ 264.28	\$ 0.10	\$ 264.28	\$ 528.55
		2,114	SQF	Electrostatic Disinfection	\$ 0.10	\$ 211.42	\$ 0.10	\$ 211.42	\$ 422.84
				Total		\$ 94,115.37		\$ 94,115.37	\$ 188,230.73
Total (1) - Summary, all facilities						\$ 716,168.58		\$ 717,618.58	\$ 1,433,787.17

Janitorial Services - Price Sheets - Agreement 1

				Year 1		Year 2		
	QTY	UOM	DESCRIPTION	Per Hour	Annual	Per Hour	Annual	2 years
Additional Labor - Routine:								
	50	HR	Project Supervisor	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 3,500.00
	50	HR	Site Supervisor	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 3,500.00
	50	HR	Full Time Service Crew Emp.	\$ 25.00	\$ 1,250.00	\$ 25.00	\$ 1,250.00	\$ 2,500.00
	50	HR	Part Time Service Crew Emp.	\$ 25.00	\$ 1,250.00	\$ 25.00	\$ 1,250.00	\$ 2,500.00
Additional Labor - Emergency:								
	50	HR	Project Supervisor	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 3,500.00
	50	HR	Site Supervisor	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 3,500.00
	50	HR	Full Time Service Crew Emp.	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00	\$ 3,000.00
	50	HR	Part Time Service Crew Emp.	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00	\$ 3,000.00
Pass Thru:	1	EA	Materials/Supplies		\$ 1,000.00		\$ 1,000.00	\$ 2,000.00
Total (2)					\$ 13,500.00		\$ 13,500.00	\$ 27,000.00
Grand Total - Whole Group (Total 1 + Total 2)					\$ 729,668.58		\$ 731,118.58	\$ 1,460,787.17
<p>Provide the Percentage of Price Attributed to Labor Portion of Services: <u>70%</u></p> <p>NAME OF COMPANY: <u>J and A Cleaning Company LLC</u></p> <p>AUTHORIZED PERSON NAME: <u>Anaise Antoine Cidalien</u></p> <p>AUTHORIZED PERSON TITLE: <u>Owner/General Manager</u></p> <p style="text-align: right;">DATE: <u>Wednesday, November 16, 2022</u></p>								

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Janitorial Services - Price Sheets - Agreement 3

ITEM NO.	FACILITY LOCATION	QTY	UOM	DESCRIPTION	Year 1		Year 2		Two Year Total	
					Unit Price	Annual	Unit Price	Annual		
1	SOUTH REGIONAL COURTHOUSE 3550 HOLLYWOOD BOULVARD HOLLYWOOD, FL 33021	12	MTH	Basic Services						
				General Cleaning	\$ 5,500.00	\$ 66,000.00	\$ 5,500.00	\$ 66,000.00	\$ 132,000.00	
				Restroom Cleaning	\$ 3,000.00	\$ 36,000.00	\$ 3,000.00	\$ 36,000.00	\$ 72,000.00	
				Floor Care	\$ 4,500.00	\$ 54,000.00	\$ 4,500.00	\$ 54,000.00	\$ 108,000.00	
				Cleaning Supplies	\$ 1,000.00	\$ 12,000.00	\$ 1,000.00	\$ 12,000.00	\$ 24,000.00	
		12	MTH	Paper Products/Trash Bags	\$ 1,785.00	\$ 21,420.00	\$ 1,785.00	\$ 21,420.00	\$ 42,840.00	
		Additional Services								
			1	YR	Deep Cleaning	\$ 5,600.00	\$ 5,600.00	\$ 5,600.00	\$ 5,600.00	\$ 11,200.00
			1	YR	Window Cleaning	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
			173	HR	Porter Hours Per Month	\$ 25.50	\$ 52,938.00	\$ 25.50	\$ 52,938.00	\$ 105,876.00
			8,547	SQF	Pressure Cleaning	\$ 0.20	\$ 1,709.40	\$ 0.20	\$ 1,709.40	\$ 3,418.80
		15,540	SQF	Carpet Cleaning, Additional	\$ 0.10	\$ 1,554.00	\$ 0.10	\$ 1,554.00	\$ 3,108.00	
		10,360	SQF	Electrostatic Disinfection	\$ 0.10	\$ 1,036.00	\$ 0.10	\$ 1,036.00	\$ 2,072.00	
		Total					\$ 254,757.40		\$ 254,757.40	\$ 509,514.80
Total (1) - Summary, all facilities						\$ 254,757.40		\$ 254,757.40	\$ 509,514.80	
	Additional Labor - Routine: <									

Janitorial Services - Price Sheets - Agreement 4

ITEM NO.	FACILITY LOCATION	QTY	UOM	DESCRIPTION	Year 1		Year 2		Two Year Total
					Unit Price	Annual	Unit Price	Annual	
1	BROWARD COUNTY JUDICIAL COMPLEX NORTH BUILDING 201 SE 6TH STREET FORT LAUDERDALE, FL 33301	Basic Services							
		12	MTH	General Cleaning	\$ 8,500.00	\$ 102,000.00	\$ 8,500.00	\$ 102,000.00	\$ 204,000.00
		12	MTH	Restroom Cleaning	\$ 4,900.00	\$ 58,800.00	\$ 4,900.00	\$ 58,800.00	\$ 117,600.00
		12	MTH	Floor Care	\$ 7,000.00	\$ 84,000.00	\$ 7,000.00	\$ 84,000.00	\$ 168,000.00
		12	MTH	Cleaning Supplies	\$ 2,965.00	\$ 35,580.00	\$ 2,965.00	\$ 35,580.00	\$ 71,160.00
		12	MTH	Paper Products/Trash Bags	\$ 4,895.00	\$ 58,740.00	\$ 4,895.00	\$ 58,740.00	\$ 117,480.00
		Additional Services							
		1	YR	Deep Cleaning	\$ 8,687.00	\$ 8,687.00	\$ 8,687.00	\$ 8,687.00	\$ 17,374.00
		1	YR	Window Cleaning	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 15,600.00
		87	HR	Porter Hours Per Month	\$ 25.50	\$ 26,622.00	\$ 25.50	\$ 26,622.00	\$ 53,244.00
		10,602	SQF	Pressure Cleaning	\$ 0.38	\$ 4,028.87	\$ 0.38	\$ 4,028.87	\$ 8,057.74
		22,168	SQF	Carpet Cleaning, Additional	\$ 0.10	\$ 2,216.84	\$ 0.10	\$ 2,216.84	\$ 4,433.68
		44,979	SQF	Electrostatic Disinfection	\$ 0.10	\$ 4,497.94	\$ 0.10	\$ 4,497.94	\$ 8,995.88
		Total					\$ 392,972.65		\$ 392,972.65
2	BROWARD COUNTY JUDICIAL COMPLEX EAST BUILDING 201 SE 6TH STREET FORT LAUDERDALE, FL 33301	Basic Services							
		12	MTH	General Cleaning	\$ 8,400.00	\$ 100,800.00	\$ 8,400.00	\$ 100,800.00	\$ 201,600.00
		12	MTH	Restroom Cleaning	\$ 4,900.00	\$ 58,800.00	\$ 4,900.00	\$ 58,800.00	\$ 117,600.00
		12	MTH	Floor Care	\$ 7,000.00	\$ 84,000.00	\$ 7,000.00	\$ 84,000.00	\$ 168,000.00
		12	MTH	Cleaning Supplies	\$ 2,865.99	\$ 34,391.88	\$ 2,865.99	\$ 34,391.88	\$ 68,783.76
		12	MTH	Paper Products/Trash Bags	\$ 4,880.20	\$ 58,562.40	\$ 4,880.20	\$ 58,562.40	\$ 117,124.80
		Additional Services							
		1	YR	Deep Cleaning	\$ 8,599.75	\$ 8,599.75	\$ 8,599.75	\$ 8,599.75	\$ 17,199.50
		1	YR	Window Cleaning	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 15,600.00
		53	HR	Porter Hours Per Month	\$ 25.50	\$ 16,218.00	\$ 25.50	\$ 16,218.00	\$ 32,436.00
		5,680	SQF	Pressure Cleaning	\$ 0.38	\$ 2,158.41	\$ 0.38	\$ 2,158.41	\$ 4,316.81
		13,770	SQF	Carpet Cleaning, Additional	\$ 0.10	\$ 1,376.97	\$ 0.10	\$ 1,376.97	\$ 2,753.95
		20,655	SQF	Electrostatic Disinfection	\$ 0.10	\$ 2,065.46	\$ 0.10	\$ 2,065.46	\$ 4,130.92
		Total					\$ 374,772.87		\$ 374,772.87
3	BROWARD COUNTY JUDICIAL COMPLEX MIDRISE BUILDING 540 SE 3RD AVENUE FORT LAUDERDALE, FL 33301	Basic Services							
		12	MTH	General Cleaning	\$ 8,400.00	\$ 100,800.00	\$ 8,400.00	\$ 100,800.00	\$ 201,600.00
		12	MTH	Restroom Cleaning	\$ 4,000.00	\$ 48,000.00	\$ 4,000.00	\$ 48,000.00	\$ 96,000.00
		12	MTH	Floor Care	\$ 7,000.00	\$ 84,000.00	\$ 7,000.00	\$ 84,000.00	\$ 168,000.00
		12	MTH	Cleaning Supplies	\$ 2,965.00	\$ 35,580.00	\$ 2,965.00	\$ 35,580.00	\$ 71,160.00
		12	MTH	Paper Products/Trash Bags	\$ 4,895.00	\$ 58,740.00	\$ 4,895.00	\$ 58,740.00	\$ 117,480.00
		Additional Services							
		1	YR	Deep Cleaning	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00
		1	YR	Window Cleaning	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00
		27	HR	Porter Hours Per Month	\$ 25.50	\$ 8,262.00	\$ 25.50	\$ 8,262.00	\$ 16,524.00
		5,374	SQF	Pressure Cleaning	\$ 0.38	\$ 2,042.11	\$ 0.38	\$ 2,042.11	\$ 4,084.22
		11,074	SQF	Carpet Cleaning, Additional	\$ 0.10	\$ 1,107.36	\$ 0.10	\$ 1,107.36	\$ 2,214.73
		13,028	SQF	Electrostatic Disinfection	\$ 0.10	\$ 1,302.78	\$ 0.10	\$ 1,302.78	\$ 2,605.56
		Total					\$ 342,834.25		\$ 342,834.25
4	BROWARD COUNTY JUDICIAL COMPLEX SOUTH GARAGE 612 SOUTH ANDREWS AVENUE FORT LAUDERDALE, FL 33301	Basic Services							
		12	MTH	General Cleaning	\$ 8,400.00	\$ 100,800.00	\$ 8,400.00	\$ 100,800.00	\$ 201,600.00
		12	MTH	Restroom Cleaning	\$ 4,000.00	\$ 48,000.00	\$ 4,000.00	\$ 48,000.00	\$ 96,000.00
		12	MTH	Floor Care	\$ 7,000.00	\$ 84,000.00	\$ 7,000.00	\$ 84,000.00	\$ 168,000.00
		12	MTH	Cleaning Supplies	\$ 1,500.00	\$ 18,000.00	\$ 1,500.00	\$ 18,000.00	\$ 36,000.00
		12	MTH	Paper Products/Trash Bags	\$ 2,000.00	\$ 24,000.00	\$ 2,000.00	\$ 24,000.00	\$ 48,000.00
		Additional Services							
		1	YR	Deep Cleaning	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00
		1	YR	Window Cleaning	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00
		5	HR	Porter Hours Per Month	\$ 25.50	\$ 1,530.00	\$ 25.50	\$ 1,530.00	\$ 3,060.00
		4,646	SQF	Pressure Cleaning	\$ 0.38	\$ 1,765.38	\$ 0.38	\$ 1,765.38	\$ 3,530.76
		10,699	SQF	Carpet Cleaning, Additional	\$ 0.10	\$ 1,069.93	\$ 0.10	\$ 1,069.93	\$ 2,139.86
		2,816	SQF	Electrostatic Disinfection	\$ 0.10	\$ 281.56	\$ 0.10	\$ 281.56	\$ 563.12
		Total					\$ 282,446.87		\$ 282,446.87
Total (1) - Summary, all facilities						\$ 1,393,026.64		\$ 1,393,026.64	\$ 2,786,053.28

Janitorial Services - Price Sheets - Agreement 4

				Year 1		Year 2		
	QTY	UOM	DESCRIPTION	Per Hour	Annual	Per Hour	Annual	2 years
Additional Labor - Routine:								
	50	HR	Project Supervisor	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 3,500.00
	50	HR	Site Supervisor	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 3,500.00
	50	HR	Full Time Service Crew Emp.	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00	\$ 3,000.00
	50	HR	Part Time Service Crew Emp.	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00	\$ 3,000.00
Additional Labor - Emergency:								
	50	HR	Project Supervisor	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 3,500.00
	50	HR	Site Supervisor	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 3,500.00
	50	HR	Full Time Service Crew Emp.	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00	\$ 3,000.00
	50	HR	Part Time Service Crew Emp.	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00	\$ 3,000.00
Pass Thru:	1	EA	Materials/Supplies		\$ 1,000.00		\$ 1,000.00	\$ 2,000.00
Total (2)					\$ 14,000.00		\$ 14,000.00	\$ 28,000.00
Grand Total - Whole Group (Total 1 + Total 2)					\$ 1,407,026.64		\$ 1,407,026.64	\$ 2,814,053.28
Provide Percentage of Price Attributed to Labor Portion of Services				70%				
NAME OF COMPANY:				J and A Cleaning Company LLC				
AUTHORIZED PERSON NAME:				Anaise Antoine Cidalien				
AUTHORIZED PERSON TITLE:				Owner/General Manager				
				DATE: Wednesday, November 16, 2022				

Janitorial Services - Price Sheets - Agreement 5

ITEM NO.	FACILITY LOCATION	QTY	UOM	DESCRIPTION	Year 1		Year 2		
					Unit Price	Annual	Unit Price	Annual	Two Year Total
1	TRAFFIC ENGINEERING			Basic Services					
	BUILDING A	12	MTH	General Cleaning	\$ 3,500.00	\$ 42,000.00	\$ 3,500.00	\$ 42,000.00	\$ 84,000.00
	2300 WEST COMMERCIAL BLVD	12	MTH	Restroom Cleaning	\$ 2,000.00	\$ 24,000.00	\$ 2,000.00	\$ 24,000.00	\$ 48,000.00
	FORT LAUDERDALE, FL 33309	12	MTH	Floor Care	\$ 3,500.00	\$ 42,000.00	\$ 3,500.00	\$ 42,000.00	\$ 84,000.00
		12	MTH	Cleaning Supplies	\$ 1,000.00	\$ 12,000.00	\$ 1,000.00	\$ 12,000.00	\$ 24,000.00
		12	MTH	Paper Products/Trash Bags	\$ 2,600.00	\$ 31,200.00	\$ 2,600.00	\$ 31,200.00	\$ 62,400.00
				Additional Services					
		1	YR	Deep Cleaning	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 9,000.00
		1	YR	Window Cleaning	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00
		160	HR	Porter Hours Per Month	\$ 25.50	\$ 48,960.00	\$ 25.50	\$ 48,960.00	\$ 97,920.00
		2,063	SQF	Pressure Cleaning	\$ 0.38	\$ 783.75	\$ 0.38	\$ 783.75	\$ 1,567.50
		5,938	SQF	Carpet Cleaning, Additional	\$ 0.10	\$ 593.75	\$ 0.10	\$ 593.75	\$ 1,187.50
		2,500	SQF	Electrostatic Disinfection	\$ 0.10	\$ 250.00	\$ 0.10	\$ 250.00	\$ 500.00
				Total		\$ 207,787.50		\$ 207,787.50	\$ 415,575.00
2	TRAFFIC ENGINEERING			Basic Services					
	BUILDING B	12	MTH	General Cleaning	\$ 2,750.00	\$ 33,000.00	\$ 2,750.00	\$ 33,000.00	\$ 66,000.00
	4900 WEST PROSPECT ROAD	12	MTH	Restroom Cleaning	\$ 1,876.00	\$ 22,512.00	\$ 1,876.00	\$ 22,512.00	\$ 45,024.00
	FORT LAUDEDALE, FL 33309	12	MTH	Floor Care	\$ 1,950.00	\$ 23,400.00	\$ 1,950.00	\$ 23,400.00	\$ 46,800.00
		12	MTH	Cleaning Supplies	\$ 1,000.00	\$ 12,000.00	\$ 1,000.00	\$ 12,000.00	\$ 24,000.00
		12	MTH	Paper Products/Trash Bags	\$ 2,350.00	\$ 28,200.00	\$ 2,350.00	\$ 28,200.00	\$ 56,400.00
				Additional Services					
		1	YR	Deep Cleaning	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00
		1	YR	Window Cleaning	\$ 1,150.00	\$ 1,150.00	\$ 1,150.00	\$ 1,150.00	\$ 2,300.00
		5	HR	Porter Hours Per Month	\$ 25.50	\$ 1,530.00	\$ 25.50	\$ 1,530.00	\$ 3,060.00
		1,452	SQF	Pressure Cleaning	\$ 0.38	\$ 551.63	\$ 0.38	\$ 551.63	\$ 1,103.27
		1,100	SQF	Carpet Cleaning, Additional	\$ 0.10	\$ 109.98	\$ 0.10	\$ 109.98	\$ 219.95
		880	SQF	Electrostatic Disinfection	\$ 0.10	\$ 87.98	\$ 0.10	\$ 87.98	\$ 175.96
				Total		\$ 126,041.59		\$ 126,041.59	\$ 252,083.18
Total (1) - Summary, all facilities						\$ 333,829.09		\$ 333,829.09	\$ 667,658.18
		QTY	UOM	DESCRIPTION	Year 1		Year 2		
					Per Hour	Annual	Per Hour	Annual	2 years
	Additional Labor - Routine:	50	HR	Project Supervisor	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 3,500.00
		50	HR	Site Supervisor	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 3,500.00
		50	HR	Full Time Service Crew Emp.	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00	\$ 3,000.00
		50	HR	Part Time Service Crew Emp.	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00	\$ 3,000.00
	Additional Labor - Emergency:	50	HR	Project Supervisor	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 3,500.00
		50	HR	Site Supervisor	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 3,500.00
		50	HR	Full Time Service Crew Emp.	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00	\$ 3,000.00
		50	HR	Part Time Service Crew Emp.	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00	\$ 3,000.00
	Pass Thru:	1	EA	Materials/Supplies		\$ 1,000.00		\$ 1,000.00	\$ 2,000.00
				Total (2)		\$ 14,000.00		\$ 14,000.00	\$ 28,000.00
Grand Total - Whole Group (Total 1 + Total 2)						\$ 347,829.09		\$ 347,829.09	\$ 695,658.18
Provide Percentage of Price Attributed to Labor Portion of Services <input type="text"/>									
NAME OF COMPANY: J and A Cleaning Company LLC									
AUTHORIZED PERSON NAME: Anaise Antoine Cidalien									
AUTHORIZED PERSON TITLE: Owner/General Manager									
								DATE: Wednesday, November 16, 2022	

JANITORIAL SERVICES AGREEMENT

This Janitorial Services Agreement (“Agreement”) is made and entered into by and between Joe Scott, in his official capacity as Broward County Supervisor of Elections, a Florida Constitutional Officer (“BCSOE” or “Customer”), and J & A Cleaning Company, LLC, a Florida limited liability company (“Contractor”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. BCSOE desires to engage Contractor to provide janitorial and miscellaneous cleaning services for the Facilities (as defined below).

B. Negotiations pertaining to the services provided for herein were undertaken between BCSOE and Contractor, and this Agreement incorporates the results of such negotiations.

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. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Contract Administrator** means either the Chief Deputy Supervisor of Elections or the Director of Voting Equipment Center Logistics & Building Manager.

1.3. **Facility** or **Facilities** means the BCSOE locations specified Exhibit A and such other facilities added pursuant to Section 3.2.

1.4. **Notice to Proceed** means a written authorization to proceed with a project, phase, or task, issued by the Contract Administrator.

1.5. **Project Manager** means the Contractor’s employee who is primarily responsible for overseeing the Contractor’s performance of its duties and obligations pursuant to the terms of this Agreement. The Project Manager can be changed only with prior written approval of BCSOE. As of the Effective Date, the Project Manager shall be as follows:

Name and Title: Anaise Antoine Cidalien, General Manager

Address: 1702 SW 70th Ave., North Lauderdale, FL 33068

Telephone: (754) 779-3237 **Email:** JandACleaningCompany28@gmail.com

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

1.7. **Subcontractor** means an entity or individual providing Services to BCSOE through Contractor. The term “Subcontractor” includes all subconsultants.

ARTICLE 2. EXHIBITS

Exhibit A	BCSOE Scope of Services & Facilities List
Exhibit B	Payment Schedule
Exhibit C	Minimum Insurance Coverages
Exhibit D	Work Authorization Form
Exhibit E	BCSOE Facilities 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 goods or services under this Agreement, or the quantity thereof, are identified in this Agreement as optional (“Optional Services”), BCSOE may select the type, amount, and timing of any such Optional Services pursuant to a work authorization (“Work Authorization”) in substantially the form attached as Exhibit D executed by Contractor and BCSOE pursuant to this section. Any Optional Services procured, when combined with the required goods or services under this Agreement, shall not result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations shall be executed on behalf of BCSOE as follows: (a) the Contract Administrator may execute Work Authorizations for which the total aggregate cost to BCSOE is less than \$50,000.00; and (b) any Work Authorization above the Contract Administrator’s authority as provided in this section may only be executed by the BCSOE. Contractor shall not commence work on any Work Authorization until receipt of a purchase order and/or issuance of a Notice to Proceed by the Contract Administrator

3.3. Facilities/Locations. The initial Facilities covered by this Agreement are those set forth in Exhibit A. BCSOE may add and/or delete Facilities by updating Exhibit A by written notice (which may be given by email) to Contractor and without the need for a formal amendment to this Agreement. The rates set forth in Exhibit B shall apply to both the initial Facilities as well as any additional Facilities added to this Agreement pursuant to this section.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on August 31, 2022 (“Effective Date”), and shall expire one (1) year after the Effective Date (the “Initial Term”) unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension as defined in this article are collectively referred to as the “Term.”

4.2. Extensions. BCSOE may extend this Agreement for up to two (2) additional one (1) year terms (each an “Extension Term”) on the same rates, terms, and conditions stated in this Agreement by sending written notice (which may be given by e-mail) to Contractor at least thirty (30) days prior to the expiration of the Initial Term or then-current Extension Term, as applicable. The Contract Administrator is authorized to exercise any Extension Term(s).

4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of Contract Administrator, render the exercise of an Extension Term not practicable, or if no Extension Term remains available and expiration of this Agreement would, as determined by Contract Administrator, result in a gap in the provision of Services, then the Contract Administrator may extend the Agreement on the same terms and conditions for period(s) not to exceed three (3) months in the aggregate. The Contract Administrator may exercise this option by written notice to Contractor stating the duration of the additional extension prior to the end of the Initial Term or then-current Extension Term, as applicable.

4.4. Fiscal Year. The continuation of this Agreement beyond the end of BCSOE’s fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.5. 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 goods and services provided under this Agreement during the Term, BCSOE will pay Contractor for Services actually performed and completed pursuant to this Agreement at the rates set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Unless expressly increased by BCSOE via written notice from BCSOE to Contractor, the maximum amount payable to Contractor is One Hundred and Sixty Thousand Dollars (\$160,000) per contract year (calculated on the basis of the anniversary date of the Effective Date). Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon BCSOE’s obligation to compensate Contractor for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor’s obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Contractor must submit invoices for compensation on a weekly basis, but only after the Services for which the invoices are submitted have been completed. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator.

5.2.2. Invoices shall be in the amounts set forth in Exhibit B for the applicable Services, minus any agreed upon retainage stated in Exhibit B.

5.2.3. BCSOE shall pay Contractor no later than thirty (30) days after receipt of a proper invoice. To be deemed proper, all invoices must: (a) comply with all applicable requirements set forth in this Agreement; and (b) must be submitted on the then-current form provided by BCSOE and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

5.3. No Reimbursable Expenses. Contractor is solely responsible for all expenses incurred in the performance of the Services, and BCSOE shall have no responsibility for reimbursing or paying for any such expenses incurred by Contractor.

5.4. Subcontractors. Contractor shall not use Subcontractors to perform any of the Services provided for in this Agreement without the prior written consent of the Contract Administrator. If BCSOE consents to Contractor's use of Subcontractors, Contractor shall invoice Subcontractor fees only in the actual amount paid by Contractor, without markup or other adjustment.

5.5. Withholding by BCSOE. Notwithstanding any provision of this Agreement to the contrary, BCSOE 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 BCSOE. If an audit reveals overcharges of any nature by Contractor in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Contractor must refund the overbilled amount and pay liquidated damages in the amount of fifteen percent (15%) of the overbilled amount within forty-five (45) days after demand by BCSOE as just compensation for damages incurred by BCSOE due to the overbilling, including, but not limited to, BCSOE's administrative costs, loss of potential investment returns, and interest

5.6. CPI Price Adjustment. All prices for the Initial Term are fixed in accordance with the pricing stated in Exhibit B. Contractor may request a price adjustment for labor unit prices for any applicable Extension Term. This request must be in writing, must be submitted to the Contract Administrator at least ninety (90) days prior to the start of the next applicable Extension Term and must be accompanied by documentation to substantiate the need for the price adjustment.

BCSOE's prior written approval is required for any price adjustment requested by Contractor pursuant to this section.

- 5.6.1. Any price adjustment will be consistent with the Consumer Price Index ("CPI"), utilizing the U.S. Bureau of Labor Statistics' table for CPI for All Urban Consumers, All items in Miami-Fort Lauderdale-West Palm Beach, FL, all urban consumers, not seasonally adjusted or as amended or replaced by the agency. If no such index is published, the Contract Administrator will designate a reasonably similar index.
- 5.6.2. The Contract Administrator may make a written recommendation to BCSOE on whether a price adjustment is justified based upon current market conditions and information regarding similar services in the area. BCSOE, in its sole discretion, will determine if Contractor's requested adjustment is in the best interest of BCSOE, after consideration of the Contract Administrator's recommendation, if any. The Contract Administrator will provide written notification to Contractor of BCSOE's decision to approve or reject any requested adjustment. The Contract Administrator may also initiate a price adjustment consistent with this Section 5.6; unless otherwise stated in the Agreement, Contractor's written approval is required for any price adjustment initiated by BCSOE.
- 5.6.3. If approved by BCSOE, the price adjustment percentage 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 means the most recently published monthly index prior to expiration of the then-current Term; and the CPI previous period means the published monthly index one year prior to the monthly index used for the CPI current period. The CPI price adjustment percentage for any year will not exceed a maximum change of three percent (3%).
- 5.6.4. Contractor acknowledges that any adjustment is in the BCSOE's sole discretion and if any such adjustment is not approved by BCSOE in writing, Contractor is obligated to perform the Services in full for the entire Term without the requested adjustment to pricing.

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 BCSOE in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

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

6.4. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to BCSOE, 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 BCSOE, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to BCSOE 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 Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

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

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

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

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

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

6.11. Security Requirements and Criminal History Screening Practices. Contractor shall comply with all criminal history screening practices and other security requirements stated in Exhibit E.

6.12. Breach of Representations. Contractor acknowledges that BCSOE is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and BCSOE 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 the full amount of any damage incurred by BCSOE from any amounts due Contractor; and (d) debarment of Contractor.

ARTICLE 7. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend BCSOE and all of BCSOE'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 BCSOE, defend each Indemnified Party with counsel satisfactory to BCSOE or, at BCSOE’s option, pay for an attorney selected by the Broward 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 Broward County Attorney, any sums due Contractor under this Agreement may be retained by BCSOE 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 BCSOE.

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. BCSOE 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 the “Broward County Supervisor of Elections” is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Contractor shall provide BCSOE 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 BCSOE, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after BCSOE’s request.

8.4. Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Contractor has been completed, as determined by the Contract Administrator. Contractor or its insurer shall provide notice to BCSOE 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 BCSOE 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 BCSOE in writing.

8.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, BCSOE 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 BCSOE 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 BCSOE 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 BCSOE. BCSOE may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or BCSOE, if so elected by BCSOE, and Contractor agrees to obtain same in endorsements to the required policies.

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

8.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that the "Broward County Supervisor of Elections" 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 and Section 5.4 are satisfied.

8.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, BCSOE 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 BCSOE, 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 Convenience; Other Termination. This Agreement may be terminated for convenience by BCSOE effective on the termination date stated in a written notice provided to Contractor, which termination date shall be not less than thirty (30) days after the date of such

written notice. Contractor acknowledges that it has received good, valuable, and sufficient consideration for BCSOE's right to terminate this Agreement for convenience, including BCSOE's obligation to provide advance notice to Contractor of such termination in accordance with this section. BCSOE may also elect not to extend this Agreement by giving Contractor written notice not less than thirty (30) days prior to the end of the then-current Term. Contractor shall be paid for any Services properly performed through the termination, or expiration date of this Agreement, as applicable, and subject to any right of BCSOE to retain any sums otherwise due and payable, and BCSOE shall have no further obligation to pay Contractor for Services under this Agreement.

9.2. 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. The Agreement may be terminated for cause by BCSOE for reasons including, but not limited to, Contractor's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or a Work Authorization, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices. If BCSOE erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.1 effective thirty (30) days after such notice of termination for cause was provided and Contractor shall be eligible for the compensation provided in Section 9.1 as its sole remedy.

9.3. Termination Based on Public Health, Safety, and Welfare. This Agreement may also be immediately terminated by BCSOE upon such notice as BCSOE deems appropriate under the circumstances if Contract Administrator or BCSOE determines that termination is necessary to protect public health, safety, or welfare.

9.4. Notices. All termination notices in this article shall be provided in accordance with the "Notices" section of this Agreement except that a notice of termination by the Contract Administrator to protect the public health, safety, or welfare may be upon oral notice that shall be promptly confirmed in writing.

9.5. In addition to any termination rights stated in this Agreement, BCSOE shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with all Subcontractors. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit BCSOE to terminate this Agreement or exercise any other remedy provided under this Agreement or Applicable Law, all such remedies being cumulative.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to perform such actions as expressly authorized in this Agreement, as well as 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. Unless expressly stated otherwise in this Agreement, 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 BCSOE or waive any rights of BCSOE. BCSOE may change the Contract Administrator with written notice to Contractor (which may be sent by Email), without the requirement for a formal amendment to this Agreement.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Contractor in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by BCSOE, and Contractor hereby transfers to BCSOE all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of BCSOE and shall be delivered by Contractor to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.3. Public Records. Notwithstanding anything else in this Agreement, any action taken by BCSOE 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 BCSOE as stated in Section 119.0701, Florida Statutes, Contractor shall:

11.3.1. Keep and maintain public records required by BCSOE to perform the Services;

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

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

11.3.4. Upon expiration of the Term or termination of this Agreement, transfer to BCSOE, at no cost, all public records in possession of Contractor or keep and maintain public records required by BCSOE to perform the services. If Contractor transfers

the records to BCSOE, 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 BCSOE upon request in a format that is compatible with the information technology systems of BCSOE.

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 BCSOE to enable BCSOE to timely respond to the public records request. BCSOE 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 affidavit 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 BCSOE, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to BCSOE for records designated by Contractor as Restricted Material, BCSOE 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 BCSOE’s obligation to treat the records as Restricted Material. Contractor must indemnify and defend BCSOE 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 SUPERVISOR’S PUBLIC RECORDS CUSTODIAN AT PUBLICRECORDS@BROWARDVOTES.GOV, 115 S. ANDREWS AVENUE, SUITE 102, FORT LAUDERDALE, FLORIDA 33301.

11.4. Audit Rights and Retention of Records. BCSOE shall have the right to audit the books, records, and accounts of Contractor and all Subcontractors that are related to this Agreement. Contractor and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do

so, Contractor and all Subcontractors shall make same available in written form at no cost to BCSOE. Contractor shall provide BCSOE with reasonable access to Contractor's facilities, and BCSOE shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

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

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

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

11.5. Independent Contractor. Contractor is an independent contractor of BCSOE, 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 BCSOE. Contractor shall not have the right to bind BCSOE to any obligation not expressly undertaken by BCSOE under this Agreement.

11.6. 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 BCSOE nor shall anything included herein be construed as consent by BCSOE to be sued by third parties in any matter arising out of this Agreement.

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

11.8. Notice and Payment Address. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Contractor. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR BCSOE:

Broward County Supervisor of Elections
Attn: Joe Scott
115 S. Andrews Avenue, Room 102
Fort Lauderdale, Florida 33301
Email address: JSCOTT@BrowardVotes.gov

FOR CONTRACTOR:

J & A Cleaning Services, LLC
Attn: Anaise A. Cidalien
Email address: JandACleaningCompany28@gmail.com

11.9. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by the 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 BCSOE. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit BCSOE to immediately terminate this Agreement, in addition to any other remedies available to BCSOE at law or in equity. BCSOE reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to BCSOE to reasonably compensate it for the performance of any such due diligence.

11.10. 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 BCSOE 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 BCSOE 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 any Services required

by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

11.11. 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. BCSOE's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.12. 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, and Section 504 of the Rehabilitation Act of 1973.

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

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

11.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" 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 BCSOE shall require approval in writing, unless otherwise expressly stated.

11.16. 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 Articles 1 through 11 of this Agreement, the provisions in Articles 1 through 11 shall prevail and be given effect.

11.17. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court,

the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.18. 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 BCSOE and Contractor.

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

11.20. Payable Interest.

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

11.20.2. 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 BCSOE under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

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

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

11.23. Use of BCSOE's Logo. Contractor shall not use BCSOE's name, logo, or otherwise refer to this Agreement in marketing or publicity materials without prior written consent from BCSOE.

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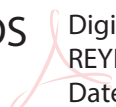
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: JOE SCOTT, in his official capacity as BROWARD COUNTY SUPERVISOR OF ELECTIONS, a Florida Constitutional Officer, and CONTRACTOR, signing by and through its President, duly authorized to execute same.

BROWARD COUNTY SUPERVISOR OF ELECTIONS

By: 
Joe Scott, Broward County Supervisor of Elections

12th day of September, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: **DEVONA REYNOLDS PEREZ**
 Digitally signed by DEVONA REYNOLDS PEREZ
Date: 2022.09.07 10:36:30 -04'00'
Devona A. Reynolds Perez (Date)
Assistant County Attorney


By:  Digitally signed by Nathaniel Klitsberg
Date: 2022.09.09 11:23:02 -04'00'
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

NAK/DRP
2022 SOE Cleaning Services _J&A.docx
08/11/2022

JANITORIAL SERVICES AGREEMENT

CONTRACTOR

J & A CLEANING SERVICES, LLC


Authorized Signer

Anaise Antoine Cidalien, General Manager / Owner
Print Name and Title

31 day of August, 2022

WITNESS


Signature

JEAN K CIDALIEN
Print Name of Witness Above

Exhibit A

Scope of Services & Facilities List

Part 1 – Introduction and General Requirements

1.1. Contractor shall provide the Services as set forth in this Scope of Services. Failure to perform the Services in accordance with this Scope of Services shall be cause for termination of the Agreement by BCSOE pursuant to Section 9.2 of the Agreement.

1.2. Porters and Service Calls. Contractor shall provide Day/Night Porters (as defined below) specified by the Contract Administrator at the Facilities, as well as all labor, materials, equipment, and supervision necessary to perform and complete the Services including all tasks and duties in Part 2 below.

1.2.1. Day/Night Porter(s) Services. Contractor agrees to provide not less than two (2) Day/Night Porters, the specific number of which as requested by the Contract Administrator, at the Facilities from 8:00 a.m. to 5:00 p.m., Monday through Friday. The number of Day/Night Porters and the days and hours for the performance of Services is subject to adjustment provided in writing by the Contract Administrator. The term Day/Night Porter means an employee of Contractor assigned to a Facility according to an agreed-upon Weekly Work Schedule (as defined in this Exhibit) to provide the cleaning and janitorial services necessary to maintain the desired level of cleanliness consistently throughout the applicable day or night shift. During periods of time before and after an election or other special event (as determined by BCSOE), Contractor will provide additional Day/Night Porters upon twenty-four (24) hours' prior written notice from the Contract Administrator.

1.2.2. Additional Services. Tasks and duties to be performed by the Day/Night Porters during the days and times set forth in Section 1.2.1. above and not specifically identified in this Scope of Services may be specified by the Contract Administrator in writing from time to time ("Additional Services"). Day/Night Porters shall perform the Additional Services at no additional cost to BCSOE so long as such Additional Services can be performed by the assigned Day/Night Porters during the shifts provided for in the applicable Weekly Work Schedule. If Additional Services specified by Contract Administrator cannot be performed in the applicable Weekly Work Schedule, then Contractor shall, if practicable, modify the Weekly Work Schedule as necessary, or alternatively, Contractor will perform such services as Optional Additional Services pursuant to the rates provided in Exhibit B.

1.2.3. Immediate Action Calls. Immediate action calls, such as leaks, spills, safety related or other required urgent cleaning, as determined by the Contract Administrator, shall be directed to the scheduled Day/Night Porter(s) by the Contract Administrator or their designee. The Day/Night Porter must respond to such calls promptly and within five (5) minutes.

- 1.2.4. Restrooms. Subject to adjustment by the Contract Administrator, and in addition to the frequency specified in Part 3 Task Frequencies & Procedures, Day/Night Porters shall monitor all restrooms at least every two (2) hours to ensure restrooms are thoroughly cleaned. When monitoring the restrooms, Day/Night Porters must note the appropriate items on a restroom cleaning checklist and post the checklist on the back of each restroom entrance door.
- 1.2.5. Emergency Services. Contractor's Project Manager shall be available by phone and respond within fifteen (15) minutes to requests by the Contract Administrator for Emergency Services which shall include emergent and other occurrences such as spills, leaks, flooding, or other incidents with imminent impact to health and safety, and the destruction of property ("Emergency Services"). If Emergency Services requested by the Contract Administrator exceeds the capabilities of the Day/Night Porters assigned to the applicable Facility at the time of the call for such services, then Contractor shall deploy additional staff to provide Emergency Services to address the requested Services, subject to prior approval of the Contract Administrator for the estimated costs thereof, and subject to any limitations imposed by the Contract Administrator on such Emergency services.
- 1.2.6. Optional Services. The services listed below and any other additional cleaning, janitorial, and basic maintenance services not otherwise specifically provided for in this Scope of Services (collectively and individually referred to as the "Optional Services") may be requested by the Contract Administrator, and are subject to execution of a Work Authorization and the terms of the Agreement:
- a) Pressure Cleaning/Pressure Washing;
 - b) Stripping/Sealing/Finishing;
 - c) Optional Additional Services
 - d) Scrubbing/Recoating; and
 - e) Optional Air Quality Services.

Unless the time to perform Optional Services are specified in a Work Authorization, Contractor shall promptly coordinate scheduling for such Optional Services with the Contract Administrator upon execution of the Work Authorization. Unless otherwise specified by the Contract Administrator in writing, if applicable, the Optional Services shall be performed as provided for in this Scope of Services, including as applicable Part 2 – Technical Specifications and Part 3 – Task Frequencies & Procedures. If the specifications under which the Optional Services are to be performed are not referenced in Part 2 and Part 3, then Contract Administrator shall provide Contractor with the specifications and requirements for such Optional Services.

1.3. Training. Contractor shall ensure that its employees performing the Services are appropriately and adequately trained and experienced as required by the Contract Administrator from time to time in writing.

1.4. Work Schedule and Assignments. Contractor shall provide a weekly work schedule to the Contract Administrator at least forty-eight (48) hours prior to the beginning of the work week specifying the assigned Day/Night Porter(s) for that week, daily shift schedules, weekly assignments, and any additional information required by the Contract Administrator (the "Weekly Work Schedule").

1.5. Conduct of Day/Night Porters. Contractor shall ensure that in performance of the Services, Contractor's personnel comply with all of the following:

1.5.1. Relief breaks shall only be taken in a break room or area specified by BCSOE.

1.5.2. While on duty, Day/Night Porters shall not read newspapers, books, magazines, or any other documents that are not necessary for the performance of the Services.

1.5.3. Day/Night Porters shall not abuse the use of a telephone, including personal cellular telephones, while on duty.

1.5.4. Day/Night Porters' work attire shall be neat, clean, pressed, and present a professional appearance.

1.5.5. There shall be no excessive socialization with BCSOE personnel and guests at the Facilities.

1.5.6. Day/Night Porters shall not conduct personal affairs while on duty.

1.5.7. Contractor shall provide Day/Night Porters with relief personnel during work breaks during each workday.

1.5.8. Day/Night Porters may not share BCSOE Contractor ID badges and must display their assigned BCSOE Contractor ID badge at all times.

1.6. Inspections and Performance Measures. Contractor and the Services may be required to meet certain additional performance measures and standards, which shall be provided in writing by the Contract Administrator throughout the Term. Contractor agrees to assign a supervisor to each Facility, which supervisors shall be responsible for ensuring the Services are performed consistent with this Agreement and any additional performance measures or standards established by the Contract Administrator. Supervisors must understand the terms and provisions of the Agreement, including but not limited to this Scope of Services, and will conduct weekly site inspections verifying the Services are performed in accordance with the Agreement, including without limitation any performance standards and measures required by the Contract Administrator in writing. The supervisor shall, at a minimum, perform the following inspections at least once per week during the Day/Night Porter's scheduled shift to ensure the assigned

Day/Night Porters' compliance with the Agreement and shall document such inspection in writing:

- 1.6.1. Check and ensure that Contractor's employees have passed any background checks and obtain any other credentials required by BCSOE, the Division of Elections for the State of Florida, and Applicable Law.
- 1.6.2. Check and ensure that Day/Night Porters are in compliance with BCSOE's Facility Security Requirements in Exhibit E, including without limitation, displaying Contractor's company badge as well as their BCSOE Contractor ID Badge provided by BCSOE.
- 1.6.3. Check and ensure that Contractor's equipment is working properly, and Day/Night Porters have sufficient tools, supplies, and any necessary personal protective equipment (PPE).
- 1.6.4. Ensure Contractor's employees compliance with all applicable safety and security procedures.
- 1.6.5. Ensure additional procedures provided by the Contract Administrator are being followed by Contractor's employees.

During or after the weekly inspections, the Supervisor shall collaborate with the Contract Administrator to maintain and ensure quality control and customer satisfaction, and shall ensure on-the-spot corrections to Day/Night Porters for rule violations and Agreement deficiencies.

1.7. Logs and Reports. Contractor must prepare and maintain a daily log or shift report and promptly record and detail all shift occurrences promptly on such forms and as required by the Contract Administrator in writing. The daily log or shift report shall be provided to the Contract Administrator, upon request. Contractor shall provide written reports of its supervisors weekly inspections conducted pursuant to Section 1.6 above.

1.8. Contractor Inspections. Project Manager shall perform regular, unannounced monthly site inspections/evaluations to ensure compliance with the performance standards of this Agreement. The results of site inspections and evaluations conducted by Project Manager shall be provided to the Contract Administrator upon request.

Part 2 - Technical Specifications for Services Being Performed by Contractor

Contractor shall perform the Services, including the applicable tasks defined or otherwise set forth below, in accordance with the following technical specifications and standards and consistent with the frequencies listed in Part 3. If any technical specification for a Service contradicts the care and maintenance instructions provided by a product manufacturer, BCSOE will provide Contractor direction on which specification to follow.

1.1. Blinds and Shades

Clean blinds and shades, including tapes and cords, to remove all dust, stains, soil, and smudges. Do not stain tapes or cords during cleaning. Replace blinds removed for cleaning immediately. Do not allow blinds to remain down for more than 24 hours. The blinds, tapes and cords will be free of dust, stains, soil, and smudges upon completion of cleaning blinds.

1.2. Building Surfaces

Clean building surfaces using clean damp cloths, sponges, scrub pads, spray bottles of detergent solution, glass cleaner, or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. From the surfaces. Building surfaces include picnic tables and surfaces on the exterior of building under the canopy at VEC (as defined in the Facilities List).

1.3. Carpeted Floors

Clean carpet, walk-off carpet, rugs, runners, mats, and entryway systems per manufacturer's specifications.

1.4. Edging

The process of using a backpack vacuum or the tools on an upright vacuum to remove dust, loose dirt, and lint from carpet where it meets baseboards, furniture, walls, or any other objects sitting on the carpet floors that cannot be easily moved. Remove any items from the carpet floor being cleaned that can be removed. Remove staples embedded in the carpet pile. Spot clean to remove any gum. Return any items that were removed from the carpet floor being cleaned. Carpet floors will be free of litter, paper clips, staples, soil streaks, stains, spots, and embedded dirt. The work will be accomplished in accordance with the approved schedule submitted to the Contract Administrator by the Contractor's Project Manager.

1.5. Pile Lifting

The process of using a pile lifter to remove embedded soil from carpet floors to avoid soil compaction and carpet matting. Certain carpet floors will require pile lifting more frequently than others due to different soiling rates.

1.6. Spot Cleaning

The process of using hand tools or the appropriate cleaning product to remove adhered soil from a small area of carpet floor. Carpet floor will be substantially free of cleaning marks upon completion of spot cleaning without leaving a noticeable color differential from surrounding

area. Contractor will spot clean carpet floors as they are encountered and will not wait for the Contract Administrator to point them out.

1.7. Vacuuming

The process of using an upright vacuum to remove any loose, substance covered by this contract from carpet floors. The carpet floors will be free of all detectable dust, soil, embedded grit, and litter.

1.8. Cleaning, defined

The process of removing any undesired substance covered by this contract from the building surfaces on which they are found.

1.9. Cleaning, general requirements

Clean, sanitize, and polish building surfaces within designated facilities. Employ appropriate cleaning techniques and use commercial-grade products and equipment to ensure a first-class professionally maintained appearance. Use germicidal detergent in restrooms, locker rooms, food areas, and drinking fountains. All surfaces will be free from soil, smudges, fingerprints, gum, marks, or streaks upon completion of general cleaning. General cleaning is not spot cleaning; rather it is the cleaning of total surface areas within a building.

1.10. Cleaning products, materials, and chemicals

Unless otherwise required by the Contract Administrator in writing, all cleaning products and materials, chemicals, paper products, and trash bags will be provided by BCSOE.

1.11. Counters and Tables

Polish the fronts and tops of all counters with a non-abrasive product. Particular attention should be paid to regularly used tables and high visibility areas. In addition, the furnishings in all reception areas should be monitored frequently because these are high traffic areas.

1.12. Damp Wiping

The process of using a cloth moistened with the appropriate cleaning product to make building surfaces free of any undesired substance covered by this contract.

1.13. Disinfecting

The process of applying a product that kills tuberculosis, hepatitis, HIV, MRSA, COVID, and other infectious organisms within an established period of time. All potential risk surfaces shall be cleaned using an EPA registered disinfectant spray for restrooms and other potential contaminated surfaces.

1.14. Dispensers

Clean and disinfect the towel, toilet paper, toilet seat covers and soap dispensers. Upon completion of cleaning and filling dispensers, all dispenser surfaces will be clean, free of all soil and streaks, disinfected with germicidal detergent. Drinking fountains, water coolers and dispensers. Remove all soil, mineral deposits, streaks, and smudges from the drinking fountains

and cabinets by damp wiping or hand scrubbing. Disinfect all surfaces including the orifice and drain with particular attention to handles and spout. Remove soil and dust from air vents. The entire drinking fountain will be clean, disinfected, and free of any soil, mineral deposits, streaks, detergent residue, and debris upon completion of cleaning drinking fountains.

1.15. Dusting, defined

The process of removing dust, loose dirt, lint, and cobwebs from building surfaces in the appropriate manner to make sure the substance being removed does not become air borne. Contractor shall accomplish dusting by using treated dust cloths, treated dust tools, damp sponges, vacuums/backpack vacuums with crevice tools, brush attachments and all wall attachments.

1.16. Dusting, high

Dusting building surfaces above the general level of a desk or countertop up to approximately 8 feet in height that can be reached from a short ladder or stool. All building surfaces in this defined area will be uniformly clean, free of dust, loose dirt, lint, and cobwebs upon completion of dusting.

1.17. Dusting, low

Dusting building surfaces from and including the general level of a desk or countertop down to floor height. All building surfaces in this defined area will be uniformly clean, free of dust, loose dirt, lint, and cobwebs upon completion of dusting. This may require movement of furniture to reach areas under and behind furniture to include baseboards, furniture legs, etc. Do not disturb paperwork or tenants' personal items on top of desks, workstations, or other horizontal building surfaces.

1.18. Furniture

Remove all soil and dust from office desks, chairs, file cabinets, tables, stands, directories, and other furnishings (wood doors will also be considered furniture for this service). Clean and polish wood furniture with a wood polish, using no water or detergents. Vacuum all cloth-upholstered furniture, including under and between cushions. Clean upholstered furniture with an approved spot cleaner and detergent to remove soil that cannot be removed by vacuuming. All surfaces of furniture and fixtures will be free of dust, soil smears, smudges, streaks, stains, and excess polish upon completion of cleaning furniture and fixtures.

1.19. Furniture, upholstered

Pre-test the compatibility of chemicals with the fabric by applying a small amount to a detached swatch of the material, if available, or to a small, inconspicuous part of the fabric on the furniture. All brushing and vacuuming shall be repeated until there is no longer evidence of soil and chemical residue in the fabric. Chewing gum and other gummy soils shall be removed with aerosol fluorocarbon gum remover, putty knife, and/or a stiff bristled utility brush. Non-fabric parts of the furniture are to be wiped with neutral detergent and a clean cloth or sponge to remove shampoo residue and dry soil.

1.20. Glass, Mirrors, and Windows

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

1.21. Gum Removal

Gum shall be removed from floors, carpet, sidewalks, or any other surfaces daily with an EPA approved gum removal solvent and a putty knife or another acceptable method approved by BCSOE. Use caution not to damage delicate building surfaces.

1.22. Hard Floors. The following tasks are applicable to hard floor surfaces:

1.22.1. Burnishing

Burnishing is a dry method of polishing a hard floor that uses a combination of heat and abrasion to give the “wet look” and involves using a floor machine and pad to maintain a hard floor’s appearance. The process combines high speeds with a rougher floor pad texture resulting in a smooth surface that provides maximum gloss. It is not a cleaning method. It restores gloss, removes scratches, and helps maintain a smooth glossy surface. Routine recoating is a must with burnishing in order to maintain an adequate base and substrate protection. Equipment speed - high speed 1,500 - 2,000 rpm, ultra-high speed 2,000 - 3,000 rpm. Place “caution” signs at easy-to-see locations near the entrances into the area burnished. Remove any items from the tile floor being maintained that can be removed. Use a putty knife to remove gum. Use a treated dust mop to remove dust and loose soil. Damp mop if necessary, making sure to use a product that leaves no residue. If required, disinfect by following disinfectant label’s instructions. Attach burnishing pad to the floor machine. Walk in a straight line while using a high-speed machine and keep moving. Change pads often. When too much dirt accumulates on the pad it begins to melt into the floor finish. Starting at the farthest corner from the entrance, spray a small area in front of the machine with spray-buffing product and begin buffing. Sweep entire floor area that was burnished. When finished, remove the “caution” signs. Return all items to their original positions. The entire floor will have a uniform finish and a uniform, glossy appearance, be free of scuffmarks, heel marks and stains after upon completion.

1.22.2. Grout Cleaning

Dry sweep or vacuum area to remove any loose debris. Pre-treat the tile and grout with a non-toxic, biodegradable cleaning solution to help emulsify the soils embedded in the grout and on the surface of the tile. Let this solution dwell for 10 – 15 minutes. Agitate the solution into the grout lines and on the surface of the tile with a floor machine or deck brush. If stains remain, hand scrubbing and potentially more cleaning solution, should be used to remove the stain. Clean and extract any built up soils, grease, and mildew from the pores of the tile and grout.

1.22.3. Grout Sealing

Dry sweep or vacuum area to remove any loose debris. Pre-treat the tile and grout with a non-toxic, biodegradable cleaning solution to help emulsify the soils embedded in the grout and on the surface of the tile. Let this solution dwell for 10 – 15 minutes. Agitate the solution into the grout lines and on the surface of the tile with a floor machine or deck brush. If stains remain, hand scrubbing and potentially more cleaning solution, should be used to remove the stain. Clean and extract any built up soils, grease, and mildew from the pores of the tile and grout. Once dry, apply approved clear grout sealer. Use a spray bottle, clean cloth, or small sponge for sealer application. Let the sealer stand 3 to 5 minutes before buffing with a (separate) clean cloth or pad. Entire surface is buffed to remove excess sealer residue. Do not allow the sealer to dry on the tile or grout surface, as this may leave a residue. Floor wax is not to be used to seal grout.

1.22.4. Machine Scrubbing

The process of using a floor machine to clean floor surfaces that cannot be removed through wet mopping. Machine scrub floors using a neutral cleaner by operating a floor machine design for scrubbing the floor type and areas that can be reached by moving furnishings; manually scrub areas that are inaccessible with the machine. Do not leave water or scrubbing solution on the floors longer than necessary to complete the cleaning. Collect dirty water and rinse the floor clean until it is free of all solution. Place wet floor caution signs on the floor around the wet area. Use wet/dry tank vacuums to pick up the scrubbing solution and wet mops, buckets, and wringers in areas inaccessible to tank vacuum. Remove all splash marks on baseboard, furniture, and other such surfaces. All floor surfaces and grout will be free of soiling, marks, stains, and free of chemical residue.

1.22.5. Mopping

The process of removing adhered soil from hard floors. The entire floor surface, including in corners and around wall projections, will be clean and free of all soil, streaks, footprints, and spots.

1.22.6. Scrubbing and Recoating

A process, short of stripping, used to restore floors when they become embedded with soil and have excessive scuffs, scratches and marks and then applying successive coats of floor finish to provide improved appearance and protection. Place “caution” signs at easy-to-see locations near the entrances into the area being worked on. Remove any items from the tile floor being maintained that can be removed. Use a putty knife to remove gum. Use a treated dust mop to remove dust and loose soil. Apply neutral cleaning solution onto the floor area that you will be scrubbing and let the solution sit for 3- 5 minutes. Start scrubbing with either auto scrubber or floor machine with the appropriate pad. Remove the solution from the floor with a mop, wet vacuum, or auto scrubber. Rinse thoroughly floor, use hot water if available. Wipe off the base boards at this time if you have not taped off. Do one final rinsing and then let the floor dry. Apply required number of finish coats. When finished, remove the “caution” signs. Return all items to their original positions. The entire floor will have a uniform finish and a uniform, glossy appearance, be free of scuffmarks, heel marks and stains after upon completion.

1.22.7. Spray Buffing

The process of using a floor machine, pad, and spray-buffing product to maintain a hard floor's appearance, cleanliness and extend the life of the finish. The process combines lower speeds with a rough floor pad texture to clean and shine the floor. It may assist in removing surface scratches, but will not restore a high, wet-look shine like burnishing will. Equipment speed 175 - 300 rpm. Match the floor finish in the spray-buff product to that already on the floor place "caution" signs at easy-to-see locations near the entrances into the area being spray buffed. Remove any items from the tile floor being cleaned that can be removed. Use a putty knife to remove gum. Use a treated dust mop to remove dust and loose soil. Damp mop if necessary. If required, disinfect by following disinfectant label's instructions. Attach buffing pad to the floor machine. Inspect the room or area to be spray buffed to determine where attention is needed. Starting at the farthest corner from the entrance, spray a small area in front of the machine with spray-buffing product and begin buffing. Buff until glossy and not tacky. Repeat same spray buffing operation for additional small areas until entire floor has the desired appearance. Remove spray-buff cleaning product from baseboards and furniture. Sweep entire floor area that was spray buffed. When finished, remove the "caution" signs. Return all items to their original positions. The entire floor will have a uniform coating of floor finish and a uniform, glossy appearance, be free of scuffmarks, heel marks and stains after upon completion.

1.22.8. Stripping/Sealing/Finishing (Optional Service)

The process of completely removing all old finish from the floor surface and surrounding baseboards and then applying new coats of floor finish. Stripping also includes the complete removal of all marks, scuffs, and stains. Place "caution" signs at easy-to-see locations near the entrances into the area being worked on. Remove any items from the tile floor being maintained that can be removed. Use a putty knife to remove gum. Use a treated dust mop to remove dust and loose soil. Test the stripper in an inconspicuous area. Start in a corner farthest from your exit and work toward that exit. Use the mop to cover a 2' by 4' area with the stripper. Cover the area thoroughly without flooding it (use enough stripper needed to break down the old wax). Let the stripper sit according to instructions, then use the floor pads to scrape away wax buildup (with a doodlebug and fitted piece of floor pad for a small area, or full pad and floor machine for the larger area); while scrubbing the first area, apply the stripper to a 2nd area and let it soak to be ready when you finish the first area. Use the small cleaning brush for nooks and crannies, the putty knife where scraping is necessary. Vacuum up or squeegee the wax and stripper residue into the dustpan and deposit in a bucket. Use a mop and rags to soak up any excess residue that the squeegee or vacuuming misses. All floor surfaces to which stripper is applied will be thoroughly rinsed with clean water. No stripping solution will remain on baseboards, cove moldings, doors, or other non-floor surfaces. Use a scraper to test areas to make sure that the stripping is complete (leftover wax will otherwise produce an uneven finished appearance). Continue this process until the whole area has been stripped. Do not let the stripper dry before you can get to it because this can make it difficult to remove. Wet vac the old wax and stripping solution right away (do not dispose of this material into a sink as it could plug the drain – pour it through a filter first). Let the floor dry thoroughly. Apply floor fans and air movement to speed up the process (put on low to medium speed so as not to blow around ceiling dust, etc.). Do a final check of the floor with clean footwear or new booties to sweep or vac off any debris, hair,

dust, etc. Application of finish and sealer is required. Typically 3 coats is a good balance. Apply the finish to the floor surfaces with a clean mop. The application of excessive amounts of finish will be avoided and excessive buildup of finish is not permitted. Sufficient finish will be used to fully protect the floor surface and present a uniform luster and neat, well-kept appearance. Use a liquid non-slip water emulsion type floor finish on all floor coverings cleaned according to specifications. Non-slip properties of the floor finish are especially important in public corridors, tenant spaces, and stairwells. Line an available mop bucket with a heavier gauge garbage bag to pour the finish into – make sure the wheels of the mop bucket are clean and do not get wet with finish that will leave marks. Do not use too much floor finish to help avoid ‘wax buildup,’ especially in corners and along edges. With a clean mop (can be microfiber) try using figure 8 circular motions for the applications. Try to lay smooth coatings without drippings. If your application is leaving bubbles then you are putting too much down. Missed areas on the first coat can be covered on later coats. Let areas completely dry between coatings (20-40 minutes, always quicker with air movement – do not blow air directly close on an area that could cause distortions or ripples in the wax on the floor). After the second coat, walk on with socks and booties only and not hard soles that may leave marks on the finish. Let cure overnight. For a nicer finish, burnish the floor with a high speed floor machine. If you have to redo an area, tape off that small area so that you can just focus on that area. When finished, remove the “caution” signs. Return all items to their original positions. The entire floor will have a uniform finish and a uniform, glossy appearance, be free of streak, swirls, scuffmarks, heel marks and stains after upon completion. When inspection shows a buildup of finish or other deposits of foreign materials or finish over dirt, strip the surface clean and apply new finish. When inspection shows a finish buildup in corners, edges, or flashed on cove moldings or stainless steel kick plates, remove the finish buildup.

1.22.9. Sweeping

The process of removing dust, loose dirt, lint, and debris from hard floors. The process can be accomplished with a broom, dust mop, or microfiber cloth.

1.23. Metal Cleaning and Polishing

Remove all tarnish, clean, and polish all bright metal building surfaces. Apply metal polish by cloth to surfaces being cleaned or polished. Do not spray directly on metal surfaces to reduce any slip hazard caused by such agents drifting onto floors. All metal surfaces will be free of dust, soil, smears, tarnish, smudges, streaks, stains, and excess polish; and be clean and bright upon completion of polishing metal. Remove metal cleaner quickly from adjacent surfaces.

1.24. Plumbing Fixtures

Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without dust, streaks, film odor and/or stain.

1.25. Monitoring/Policing

To make neat and orderly. This will include but not be limited to removing visible loose dirt, trash, and debris; empty trash and recycling containers; refill restroom paper product and soap dispenser; as well as clean up spills; and take appropriate action to abate potential safety hazards.

1.26. Pressure Washing/Pressure Cleaning (Optional Service)

The process of using pressure washing equipment with biodegradable detergent or other approved cleaning products in conjunction with scrapers, brushes, etc. To remove any undesired substance covered by this contract from any building surface covered by this contract. If the pressure washing will result in damage to paint, structures, etc. It should be substituted by a method that will effectively clean areas described without any resultant damage.

1.27. Recyclables

SOE purchased trash liners are to be used for all areas. Empty and return all recycling containers of any type and size to their original positions. Remove bulky items such as rolls of plans or cardboard boxes that are placed by recycling containers and clearly marked for disposal. Clean spills and foreign substances from all surfaces of the recycling container. Replace plastic bag liners in all recycling containers after each servicing. Empty recyclables into a designated dumpster or receptacle to avoid littering adjacent areas. Clean up any spill or litter generated by Contractor work operations. All recycling containers and the areas adjacent to recycling containers will be free of debris, spills, and foreign substances. A clean, new trash can liner will be placed in the container; and all recyclables will be placed into the designated dumpster upon completion. Empty and wipe all recycling containers with a chemically treated or damp cloth. If containers become unduly soiled, they must be washed. Contractor shall furnish plastic liners for recycling containers.

1.28. Sinks, Toilets, and Urinals

Clean and disinfect the washbasins and sinks to be free from streaks, stains, scale, scum, soap deposits, and odors. Plumbing pipes above and below counters, fixtures, faucets, and metal ware will be clean and bright and free of dirt, dust, and deposits. To clean bright metal finishes in the restrooms use soft cloth towels only, there will be absolutely no use of paper towels or scrubbing pads to clean metal finishes such as faucets, flush valves, or soap dispensers.

1.29. Sink, Toilets, and Urinals - descaling

For daily cleaning, use a non-acid-type bowl cleaners (the lowest quantity required to be effective) and nylon bowl mops to remove scale, scum, mineral deposits, rust stains, etc. From the inside of toilet bowls and urinals. An acid-based descaling product may only be used with the Contract Administrator's approval. Any damage to surface finishes caused by Contractor or its employees shall be replaced or repaired at Contractor's expense.

1.30. Spot Cleaning

Spot clean is cleaning a smaller surface area within a total surface area and is to be free of all stains and deposits. Surfaces will be substantially free of cleaning marks upon completion of spot cleaning without leaving a noticeable color differential from surrounding area.

1.31. Telephones

Dust and damp wipe with a non-toxic, non-irritating solution. Handset containing the ear and mouth pieces shall be wiped with a clean cloth dampened with a non- toxic, non-irritating germicidal solution.

1.32. Trash

SOE provides trash liners are used for all areas. Empty and return all trash containers of any type and size to their original positions. Remove bulky items such as rolls of plans or cardboard boxes that are placed by trash containers and clearly marked as trash. Clean spills and foreign substances from all surfaces of the trash container. Replace plastic bag liners in all trash containers after each servicing. Empty trash and rubbish into a designated dumpster or receptacle to avoid littering adjacent areas. Clean up any spill or litter generated by Contractor work operations. All trash containers and the areas adjacent to trash containers will be free of trash, spills, and foreign substances. A clean, new trash can liner will be placed in the container; and all trash will be placed into the designated dumpster upon completion of trash removal. Empty and wipe all wastebaskets and outside ashtrays with a chemically treated or damp cloth. If wastebaskets become unduly soiled, they must be washed. Contractor shall furnish plastic liners for trash containers.

Part 3 – Task Frequencies & Procedures

Contractor shall perform the specified tasks at the frequencies set forth below. All frequencies listed below are minimum service levels. If increased frequencies are needed to meet required performance standards, the increased frequency will be provided at no additional cost to BCSOE. Tasks are to be performed pursuant to Part 2 of this Exhibit to comply with the performance standards required by the Agreement. If there is a discrepancy between minimum frequencies for a task listed in the tables below and Part 4, the more frequent requirement is to prevail as the minimum service level.

Table 1 - Minimum frequencies, alphabetically by task:

Table 1: Tasks				
	Task	Building surface	Building area	Min. Frequency
1	Burnishing	Hard floors	All	Monthly
2	Damp/wet wiping	Blinds and shades	All	Weekly
3	Damp/wet wiping	Bright metal	Restrooms and elevators	Weekly
4	Damp/wet wiping	Bright metal	Other building surfaces	Daily as needed
5	Damp/wet wiping	Debris receptacles	All	Daily
6	Damp/wet wiping	Dispensers	All	Daily
7	Damp/wet wiping	Furniture	All	Daily
8	Damp/wet wiping	Glass/windows	Entrance/service windows	Daily
9	Damp/wet wiping	Mirrors	Restrooms	Daily
10	Damp/wet wiping	Mirrors	Others	Daily
11	Damp/wet wiping	Other building surfaces	All	Daily
12	Damp/wet wiping	Windows, exterior	All of interior side	Daily
13	Damp/wet wiping	Other building surfaces	All	Daily
14	Damp/wet wiping	Sinks/toilets/urinals	All	Daily
15	Descaling	Sinks/toilets/urinals	All	Daily
16	Disinfecting	Sinks/countertops	All	Daily
17	Disinfecting	Sinks/toilets/urinals	Restrooms	Daily
18	Disinfecting	Water fountains	All	Daily

	Task	Building surface	Building area	Min. Frequency
19	Disinfecting	Other building surfaces	All other areas	Daily
20	Dusting, high	Building surfaces	All	Weekly
21	Dusting, low	Building surfaces	All	Weekly
22	Edging	Carpet floors	All	Weekly
23	Filling	Dispensers/urinal screens	All	Daily
24	Filling	Floor drains	All	Weekly
25	Grout cleaning	Hard floors	All	Monthly
26	Grout sealing	Hard floors	All	Semi-annually
27	Gum removal	Building surfaces	All	Daily as needed
28	Hand scrubbing	Building Surfaces	All	Daily
29	Hand scrubbing	Floor drains	All	Weekly
30	Hand scrubbing, Graffiti	Building Surfaces	All	Daily as needed
31	Hand scrubbing	Sinks/toilets/urinals	All	Daily
32	Hand scrubbing	All other surfaces	All	Daily as needed
33	Edging	Carpet floors	All	Weekly
34	Incrustation/build-up removal	Hard floors	All	Quarterly
35	Machine scrubbing	Hard floors	All	Weekly
36	Mopping	Hard floors	All	Daily
37	Pile lifting	Carpet floors	High traffic areas	Monthly
38	Pile lifting	Carpet floors	High traffic areas	Monthly
39	Pile lifting	Carpet floors	All other areas	Quarterly
40	Policing	Building surfaces	All	Daily
41	Pressure washing (Optional Service)	Building surfaces	Exterior	Quarterly
42	Processing recyclables	Debris receptacles	All	Daily
43	Processing trash	Debris receptacles	All	Daily
44	Sanitizing	Carpet floors	All	Daily

Table 1: Tasks				
	Task	Building surface	Building area	Min. Frequency
45	Scrubbing/recoating	Hard floors	All	Quarterly
46	Slip resistant	Hard floors	All	Semi-annually
47	Spot cleaning	Carpet floors	All	Daily
48	Spot cleaning	Other building surfaces	All	Daily as needed
49	Spot cleaning	Upholstery	All	Daily as needed
50	Spray buffing	Hard floors	All	Weekly
51	Standing water removal	Hard floors	All	Daily
52	Stripping/sealing/refinishing	Hard floors	All	Semi-annually
53	Sweeping	Hard floors	All	Daily
54	Vacuuming	Carpet floors	High traffic areas	Daily
55	Vacuuming	Carpet floors	All other areas	Weekly
56	Vacuuming	Elevator tracks	All	Weekly
57	Vacuuming	Upholstery	All	Daily as needed

Table 2 - Routine Air Quality Tasks

	Table 2 - Annual Air Quality Tasks
1	Clean and dust all air conditioning grilles.
2	Clean and dust all wall surfaces as needed.
3	Vacuum all upholstered furniture and wall partitions using a HEPA filtered vacuum.
4	Dust and clean all furniture surfaces including leather, vinyl, and plastic portions.
5	Clean and dust under all upholstered furniture including legs and bottoms.
6	Clean interior side of all windows.
7	Clean all windowsills.
8	Clean all vertical and horizontal blinds.
9	Vacuum all draperies using a HEPA filtered vacuum.
10	Clean and dust all book stacks and shelves; tops, bottoms and between books.
11	Vacuum tops of all books using a HEPA filtered vacuum.

12	Remove all items and clean under desks and other furniture.
13	Remove all items and vacuum under desks and other furniture using a HEPA filtered vacuum.
14	Clean and dust all baseboards throughout the facility including under desks, behind furniture, etc.
15	Clean any cleanable surfaces that are not specifically mentioned above.
16	All accessible areas are to be free of dust at the completion of the cleaning.

Part 4 – Minimum (Min.) Frequencies and Tasks, by Facility Area

A. Entrances, Exterior Landings, Loading Docks, and Ramps:

Daily

- Empty all trash receptacles into the trash collection container being careful not to drop any of the trash onto the floor.
- Empty all recycling receptacles into the recyclables collection container being careful not to drop any of the material onto the floor.
- Clean the debris receptacles with a cloth dampened with cleaner/disinfectant solution.
- Clean and police for the removal of dirt, mud, trash, and litter.
- Clean the exterior walls in entrance areas, up to eight feet from the top of the entrance floor surface.
- Clean items such as mats, surfaces under mats, and foot scrapers.
- Vacuum mats, rugs, and entryway systems.
- Clean all glass doors and glass panels adjacent to glass doors.
- All entrance surfaces and entrance mats will be clean and free of any soil, streaks, and debris upon completion of cleaning entrances.
- Return mats to their original positions.

Quarterly

- Pressure wash floor and wall surfaces being careful to not damage painted surfaces.

B. Lobbies And Hallways

Daily

- Empty all trash receptacles into the trash collection container being careful not to drop any of the trash onto the floor.
- Empty all recycling receptacles into the recyclables collection container being careful not to drop any of the material onto the floor.
- Clean the debris receptacles with a cloth dampened with cleaner/disinfectant solution.
- Clean all telephones with a cloth dampened with cleaner/disinfectant solution. Do not spray the cleaner/disinfectant solution directly onto the telephone.
- Spot-clean all glass in doors and partitions using a glass cleaning solution and a clean, lint free cloth. Repeat the operation if “streaks” appear on any of the surfaces being cleaned.

- Remove spots and soil from walls, doors, door frames, and furniture designed to be cleaned with a mild detergent solution. Rinse with clear water after cleaning and dry thoroughly.
- Clean water fountains with cleaner/disinfectant solution and a clean cloth. Flush the surface of the water fountain with clear water and dry thoroughly with a clean cloth.
- Sweep hard floor surfaces. If using a dust mop, use the proper sized mop for the area being cleaned.
- Pick up trash.
- Mop with a damp mop and a neutral detergent mopping solution to clean heavily soiled areas or to remove sticky residue.
- Vacuum the high traffic areas on carpeted floors daily. Note the areas that need spotting with a spot removal chemical. It is essential that soiled areas on carpets (usually the results of coffee or soft drink spills) be cleaned as quickly as possible after becoming soiled.
- Vacuum mats, rugs, and entryway systems.
- Spot-clean fabric covered furniture and carpet floors with the carpet spotting kit.
- Return all furnishings to their original positions after cleaning.
- Report items requiring maintenance to BCSOE for prompt repair.
- Clean and sweep metal portions of entryway systems, including the wells.

Weekly

- Vacuum all areas of carpeted floors (to include areas under and around furniture and along the edges of the walls).
- Edge all carpeted areas.
- Pile lift high traffic areas.
- Low and high dusting. Dust surfaces using a lightly treated dust cloth or a short-handled duster.
- Dust picture frames with a lightly treated dust cloth or short-handled duster.
- Spray buff tile floors (may require more frequency).
- Machine scrub tile floors (may require more frequency).
- Mop wells of entryway systems

Monthly

- Damp wipe blinds.
- Clean floor grout (may require more frequency).
- Burnish tile floors (may require more frequency).

Quarterly

- Speaker grills, fluorescent light diffusers or other lighting fixtures shall be cleaned quarterly or more frequently if necessary.
- Overhead dusting.
- Pile lift all carpeted areas.
- Scrub and recoat tile floors (may require more frequency).
- Remove any incrustation or build up on tile floors (may require more frequency).
- Semi-annually

- Seal floor grout (may require more frequency).
- Strip, seal and refinish tile floors (may require more frequency).

C. General Offices

Daily

- Empty all trash receptacles into the trash collection container being careful not to drop any of the trash onto the floor.
- Empty all recycling receptacles into the recyclables collection container being careful not to drop any of the material onto the floor.
- Clean the debris receptacles with a cloth dampened with cleaner/disinfectant solution.
- Clean all telephones with a cloth dampened with cleaner/disinfectant solution. Do not spray the cleaner/disinfectant solution directly onto the telephone.
- Spot-clean all glass in doors and partitions using a glass cleaning solution and a clean, lint free cloth. Repeat the operation if “streaks” appear on any of the surfaces being cleaned.
- Remove spots and soil from walls, doors, door frames, and furniture designed to be cleaned with a mild detergent solution. Rinse with clear water after cleaning and dry thoroughly.
- Clean water fountains with cleaner/disinfectant solution and a clean cloth. Flush the surface of the water fountain with clear water and dry thoroughly with a clean cloth.
- Sweep hard floor surfaces. Pick up trash. Mop with a damp mop and a neutral detergent mopping solution to clean heavily soiled areas or to remove sticky residue.
- Vacuum the traffic patterns on carpeted floors daily. Note the areas that need spotting with a spot removal chemical. It is essential that soiled areas on carpets (usually the results of coffee or soft drink spills) be cleaned as quickly as possible after becoming soiled.
- Spot-clean fabric covered furniture and carpet floors with the carpet spotting kit.
- Return all furnishings to their original positions after cleaning.
- Report items requiring maintenance to BCSOE for prompt repair.

Weekly

- Vacuum all areas of carpeted floors (to include areas under and around furniture and along the edges of the walls).
- Edge all carpeted areas.
- Pile lift high traffic areas.
- Low and high dusting. Dust surfaces using a lightly treated dust cloth or a short-handled duster.
- Dust picture frames with a lightly treated dust cloth or short-handled duster.
- Spray buff tile floors (may require more frequency).
- Machine scrub tile floors (may require more frequency).

Monthly

- Damp wipe blinds.
- Clean floor grout (may require more frequency).
- Burnish tile floors (may require more frequency).

Quarterly

- Speaker grills, fluorescent light diffusers or other lighting fixtures shall be cleaned quarterly or more frequently if necessary.
- Pile lift all carpeted areas.
- Scrub and recoat tile floors (may require more frequency).
- Remove any incrustation or build up on tile floors (may require more frequency).

Semi-Annually

- Seal floor grout (may require more frequency).
- Strip, seal and refinish tile floors (may require more frequency).

D. Conference Rooms, Break Rooms/Kitchens

Daily

- Empty all trash receptacles into the trash collection container being careful not to drop any of the trash onto the floor.
- Empty all recycling receptacles into the recyclables collection container being careful not to drop any of the material onto the floor.
- Clean the debris receptacles with a cloth dampened with cleaner/disinfectant solution.
- Fill towel and soap dispensers.
- Clean sinks, drinking fountains, chrome hardware and wall areas around the sinks with a cloth and cleaner/disinfectant solution. Use a clean, dry cloth to wipe all polished surfaces dry to prevent water spotting.
- Clean all telephones with a cloth dampened with cleaner/disinfectant solution. Do not spray the cleaner/disinfectant solution directly onto the telephone instrument itself. Spot-clean all glass in doors and other glass surfaces using a glass cleaner.
- Remove spots and soil from walls, doors, door frames, and furniture designed to be cleaned with a mild detergent solution. Rinse with clear water after cleaning and dry thoroughly.
- Sweep hard floors. Pick up accumulated soil with a counter brush and dustpan.
- Damp mop all hard floors with a neutral detergent solution.
- Vacuum the traffic patterns on carpeted floors daily. Note the areas that need spot cleaning with a spot removal chemical. It is essential that soiled areas on carpets (usually the results of coffee or soft drink spills) be cleaned as quickly as possible after becoming soiled.
- Spot-clean carpets, as necessary.
- Spot-clean fabric covered furniture with the carpet spotting kit.
- Clean exterior of appliances. Cleaning of the interior of refrigerators may be requested providing that the refrigerator is emptied of all items.
- Clean cabinets and countertops with a cloth dampened with cleaner/disinfectant solution. Do not spray the cleaner/disinfectant solution directly onto the appliance or countertop.
- Return all furnishings to their original positions after cleaning.
- Report items requiring maintenance to county for prompt repair.
- Do not disturb any papers that may have been left in the conference room.

Weekly

- Vacuum all areas of carpeted floors (to include areas under and around furniture and along the edges of the walls).
- Edge all carpeted areas.
- Pile lift high traffic areas.
- Low and high dusting. Dust surfaces using a lightly treated dust cloth or a short-handled duster.
- Dust picture frames with a lightly treated dust cloth or short-handled duster.
- Spray buff tile floors (may require more frequency).
- Machine scrub tile floors (may require more frequency).

Monthly

- Damp wipe blinds.
- Clean floor grout (may require more frequency).
- Burnish tile floors (may require more frequency).

Quarterly

- Speaker grills, fluorescent light diffusers or other lighting fixtures shall be cleaned quarterly or more frequently if necessary.
- Overhead dusting.
- Pile lift all carpeted areas.
- Scrub and recoat tile floors (may require more frequency).
- Remove any incrustation or build up on tile floors (may require more frequency).

Semi-Annually

- Seal floor grout (may require more frequency).
- Strip, seal and refinish tile floors (may require more frequency).

E. Restrooms

Daily

- Clean both sides of doors leading into the restroom with a cloth dampened with cleaner/disinfectant solution with particular attention to doorknobs, push plates, ventilation grilles, and “kick plates.”
- Dry all metal surfaces after wet cleaning to prevent water spotting.
- Empty all trash receptacles into the trash collection container being careful not to spill any of the trash onto the floor. Clean the waste receptacles with a cleaner/disinfectant solution before placing a new plastic liner into the receptacle.
- Clean dispensers and replenish paper products and soap supplies in the rest rooms.
- Remove trash and soil from the floor by sweeping.
- Pick up trash.
- Clean all mirrors to a streak-free finish using a lint free cloth and glass cleaner.
- Clean and disinfect exterior surfaces of hand dryers/towel dispensers
- Clean lavatory sinks, shelves, chrome hardware, partitions, countertops, changing stations and wall areas around the basins with a cloth and cleaner/disinfectant solution. Rinse the surface with clear water.
- Wipe all polished surfaces dry to prevent water spotting.

- Clean the flushing hardware, commode seats, and the outside of the commodes and urinals with cleaner/disinfectant solution. Wipe the commode seats dry with a clean cloth after cleaning (the underside of the seat should be cleaned just as thoroughly as the topside).
- Clean the inside of the commode and urinal bowls, the walls behind the wash basins, commodes, and urinals and the partitions between the commodes and urinals.
- Clean and disinfect interior and exterior surfaces of sanitary napkin receptacles, and replace plastic bag liner with a new liner.
- Clean and disinfect all surfaces of partitions, stalls, stall doors, and wall areas adjacent to wall-mounted lavatories, urinals, and toilets.
- Damp clean and disinfect all interior and exterior surfaces of toilet bowls, urinals, lavatories, showers, showerheads, dispensers, soap dishes, and other such surfaces.
- Damp clean and disinfect all surfaces of shower curtains and doors.
- Damp clean and disinfect all exterior surfaces of lockers.
- Wipe all polished metal surfaces dry to prevent water spotting using a clean, dry cloth.
- Wet mop the restroom floor daily with a cleaner/disinfectant mopping solution. Rinse the floor thoroughly with clear water to prevent a build-up of detergent residue.
- Use “caution – wet floor” signs when mopping restroom floors.
- Pour some of the cleaner/disinfectant mopping solution down the floor drains to insure that the “trap” is full to prevent any sewer gas from escaping through the traps and into the restrooms.
- Report items requiring maintenance to the BCSOE.
- De-scale fixtures, if necessary, using a mild, acid-type bowl cleaner.
- Use a different colored or a different kind of cloth for rest room cleaning to ensure that these cloths are not used to clean other areas.

Weekly

- Vacuum all areas of carpeted floors (to include areas under and around furniture and along the edges of the walls).
- Edge all carpeted areas.
- Pile lift high traffic areas.
- Low and high dusting. Dust surfaces using a lightly treated dust cloth or a short-handled duster.
- Dust picture frames with a lightly treated dust cloth or short-handled duster.
- Clean and flush floor drains with germicidal detergent, followed by a second flushing with clean rinse water. Then fill with the appropriate chemical.
- Clean floor grout (may require more frequency).
- Spray buff tile floors (may require more frequency).
- Machine scrub tile floors (may require more frequency).
- Re-stock feminine products.

Monthly

- Damp wipe blinds.
- Refill or change urinal screens and deodorizers.
- Clean floor grout and wall grout (may require more frequency).

- Burnish tile floors (may require more frequency).

Quarterly

- Speaker grills, fluorescent light diffusers or other lighting fixtures shall be cleaned quarterly or more frequently if necessary.
- Overhead dusting.
- Pile lift all carpeted areas.
- Scrub and recoat tile floors (may require more frequency).
- Remove any incrustation or build-up on tile floors (may require more frequency).

Semi-Annually

- Seal floor grout (may require more frequency).
- Strip, seal and refinish tile floors (may require more frequency).

F. Elevators

Daily

- Before proceeding with the cleaning of the equipment, make the device is inoperative by placing the control switch in the off or stop position.
- Pickup any trash, food, or debris dropped on the floors.
- Clean and polish all stainless steel and other metal finishes.
- Clean all stainless steel fasciae and other metal finishes in the elevator lobby.
- Sweep floors.
- Remove gum from floors.
- Mop floors to remove dirt and stains.
- The entrance door floor tracks must remain free of dirt and trash to operate correctly so these door tracks must be cleaned daily. Clean door tracks with scrub brush or vacuum cleaner (backpack).
- Use stainless steel cleaner/polish on all stainless steel surfaces after removing soil.
- Clean handrails and push buttons.

Weekly

- Vacuum all areas of carpeted floors (to include areas under and around furniture and along the edges of the walls).
- Edge all carpeted areas.
- Low and high dusting. Dust surfaces using a lightly treated dust cloth or a short-handled duster.
- Spray buff tile floors (may require more frequency).
- Machine scrub tile floors (may require more frequency).
- Monthly.
- Clean floor grout (may require more frequency).
- Burnish tile floors (may require more frequency).

Quarterly

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

- Pile lift all carpeted areas.
- Scrub and recoat tile floors (may require more frequency).
- Remove any incrustation or build up on tile floors (may require more frequency).

Semi-Annually

- Seal floor grout (may require more frequency).
- Strip, seal and refinish tile floors (may require more frequency).

G. Escalators

Daily

- Wash handrails with non-irritating, non-toxic solution, and wipe dry.
- Wash panels, skirts and molding with a sponge or cloth and a detergent solution.
- Wipe dry and polish metal with appropriate polish.
- Polish handrails with appropriate polish.
- Sweep steps to remove debris and loose dirt.
- Mop steps to remove adhered dirt.

H. Stairwells

Daily

- Spot clean walls and stairwell doors on each floor with a cloth and neutral detergent solution.
- Clean risers and baseboards (and on occasion scuffmarks) with a neutral detergent solution.
- Collect all litter and trash from the stairwell and dust mop stairs.
- Remove gum and other resistant materials.
- Wet mop the stairs and landings with a damp mop using a neutral detergent solution. Use “caution-wet floor” signs when mopping the stairwells. Remove signs when no longer required.
- Report any loose handrails, bad or loose step treads, or any other item requiring maintenance (and
- Which may present a safety hazard to anyone using the stairs) to BCSOE for further action.

Weekly

- Vacuum all areas of carpeted floors (to include areas under and around furniture and along the edges of the walls).
- Edge all carpeted areas.
- Pile lift high traffic areas.
- Clean all handrails and banisters with a cloth wet with cleaner/disinfectant solution. Rinse with a cloth dampened with clear water.
- Low and high dusting. Dust surfaces using a lightly treated dust cloth or a short-handled duster.
- Dust picture frames with a lightly treated dust cloth or short-handled duster.
- Spray buff tile floors (may require more frequency).
- Machine scrub tile floors (may require more frequency).

- Report any equipment, supplies or other material stored in stairwells to the BCSOE for removal.

Monthly

- Damp wipe blinds.
- Clean floor grout (may require more frequency).
- Burnish tile floors (may require more frequency).

Quarterly

- Speaker grills, fluorescent light diffusers or other lighting fixtures shall be cleaned quarterly or more frequently if necessary.
- Overhead dusting.
- Pile lift all carpeted areas.
- Scrub and recoat tile floors (may require more frequency).
- Remove any incrustation or build up on tile floors (may require more frequency).
- Semi-annually
- Seal floor grout (may require more frequency).
- Strip, seal and refinish tile floors (may require more frequency).

I. Janitorial Closets and Equipment

Daily

- Clean all housekeeping equipment and storerooms so that the housekeeping equipment and rooms are presentable.
- Empty all waste collection containers.
- Spot-clean the doors, walls, and shelves with a neutral detergent cleaner.
- Clean sinks and walls adjacent to sink with cleaner/disinfectant solution.
- Arrange supplies on shelves in a neat and orderly manner.
- Check supplies and notify supervisor if any cleaning supplies or chemicals are needed.
- Sweep open floor area and damp mop with cleaner disinfectant solution.

Weekly

- Restock closet with consumable janitorial supplies.
- Non-specific tasks

Part 5 – Initial Facility List

Contractor will be responsible for performing the Services at the following location(s):

- Voter Equipment Center at 1501 N.W. 40th Avenue, Lauderdale, Florida (“VEC”)

Exhibit B
Payment Schedule

The rates specified below shall be in effect for the entire Term, unless otherwise expressly stated below. 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.

Deliverable/Description	Labor Unit Rates (per hour, per individual)
Day/Night Porter	\$25.50
Emergency Services	\$34.00
Pressure Cleaning/Washing	\$28.99
Stripping/Sealing/Finishing	\$38.79
Scrubbing/Recoating	\$26.60
Optional Air Quality Services not otherwise described in the Scope of Services	\$28.75
Optional Additional Services (miscellaneous cleaning, janitorial, and basic maintenance services not otherwise specified above)	\$15.85

Any services required under this Agreement (including any Optional Services) for which no specific fee or cost is expressly stated above shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B. For any Extension Term, Contractor shall be compensated at the rates in effect on the date of the written notice of Extension Term, subject to any applicable CPI price adjustment pursuant to Section 5.6 of the Agreement and approved by BCSOE in writing.

Exhibit C

Minimum Insurance Coverages

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 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 Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S 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"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A		Each Claim: *Maximum Deductible:	\$100,000	
<input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY			Each Claim: *Maximum Deductible:		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance PO Box 188065 Fairfield OH 45018		CONTACT NAME: PHONE (A/C No. Ext): 800-962-7132 E-MAIL ADDRESS: BusinessService@LibertyMutual.com FAX (A/C No): 800-845-3666	
INSURED J And A Cleaning Company Llc 1702 Sw 70th Ave North Lauderdale FL 33068		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24082	

COVERAGES

CERTIFICATE NUMBER: 0247865006

REVISION NUMBER: 2016-03

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	BLS64649235	04/11/2022	04/11/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 15,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Broward County Supervisor of Election
115 South Andrews Ave Room 102

Ft. Lauderdale

FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Curtis Luken

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL: ADDRESS:
INSURED J AND A CLEANING COMPANY LLC 1702 SW 70th Ave North Lauderdale FL 33068		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Assurance Company NAIC # 25402 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2610674

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A N	EIG506073500	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

J AND A CLEANING COMPANY LLC 1702 SW 70th Ave North Lauderdale FL 33068

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED J AND A CLEANING COMPANY LLC 1702 SW 70th Ave North Lauderdale FL 33068		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Employers Assurance Company</td><td>25402</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Employers Assurance Company	25402	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																					
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INSURER B:																							
INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							

COVERAGES**CERTIFICATE NUMBER:** 2610674**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	EIG506073500	09/01/2022 09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

J AND A CLEANING COMPANY LLC 1702 SW 70th Ave North Lauderdale FL 33068

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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Exhibit D
Work Authorization

Agreement: [Title, Date, Contract Number]

Work Authorization No. _____

This Work Authorization is between BCSOE and Contractor pursuant to the Agreement. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Contractor. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

The time period for this Work Authorization will be from the date of BCSOE's Notice to Proceed until ____ (____) days after the Notice to Proceed, unless otherwise extended or terminated by the Contract Administrator.

Services to be provided:

[COMPOSE SIMPLE SUMMARY]

The applicable not-to-exceed amount stated in the Agreement for the work at issue is \$[_____].

The total fee for goods and services under this Work Authorization is \$[_____] ("Total Fee").

The Total Fee shall be invoiced by Contractor upon written acceptance by BCSOE of all goods and services provided under this Work Authorization.

(Signatures appear on the following page.)

Project Manager

Contract Administrator

Date _____

BCSOE

Broward County Supervisor of Elections or the
Chief Deputy Supervisor of Elections (as
authorized)

Title

Date

Approved as to form by the
Office of the Broward County Attorney:

Attorney Name

Date _____

Deputy/Assistant County Attorney

Exhibit E
Broward County Supervisor of Elections
Facilities Security Requirements

A. General Security Requirements and Criminal Background Screening:

1. Except as specifically stated in this Exhibit, all Contractor and Subcontractor personnel requiring unescorted access to Broward County Supervisor of Elections (BCSOE) Facilities must obtain a BCSOE-issued contractor identification badge ("Contractor ID Badge"). Depending upon the request, the Contractor ID Badge may carry electronic access privileges. The Contractor ID Badge must be visible and worn at all times together with the Contractor's company/business ID Badge.
2. The background screening requirements for obtaining a Contractor ID Badge will depend on the Facility to which unescorted access is being requested. Contractor must contact BCSOE Security at (954) 712-1901 or security@browardvotes.gov for current background screening requirements associated with access to specific Facilities. The Contract Administrator will communicate all current and appropriate requirements to the Contractor and Subcontractor throughout the Term.

B. Contractor's Access to Facilities and Other Requirements

1. It shall be Contractor's responsibility to obtain current BCSOE-issued Contractor ID Badges for its personnel requiring unescorted access to the Facilities and Contractor shall submit all required applications and supporting documentation to BCSOE for the required Badges promptly after execution of its contract with BCSOE.
2. The issuance of a Contractor ID Badge for unescorted access to Facilities requires a "Level 1" FDLE background check (to be performed by Contractor at its sole cost and expense), which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the Contractor's responsibility and should be included in the Contractor's rates. FDLE background checks can be done by the Contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>.
3. A Contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to BCSOE's Facilities. A Contractor employee with a record of misdemeanor offense(s) may be granted access if the BCSOE's Security Director determines in his sole and absolute discretion that the nature of the offense(s) do not warrant disqualification. A Contractor employee shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such employees.
4. Upon completion of the background check, the Contractor must attach a copy of the results to the Contractor's application for a Contractor ID Badge. The Contract Administrator or designee will be the "Sponsor" and will either provide the Contractor with a Contractor ID Badge Request Form or assist the

Contractor in completing an online application for the BCSOE-issued Contractor ID Badge.

5. Requests for a Contractor ID Badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and Subcontractors must therefore submit the request to the BCSOE Security Director at least two (2) weeks prior to the start of Services by the Contractor. When Contractor ID Badges are ready, the BCSOE Security Director will contact the Contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. BCSOE Security will then supply a Contractor ID Badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of a Contractor ID Badge. At the termination of the Agreement and/or separation of employee services, the Contractor is responsible for the collection and return of all Contractor ID Badges to the Project Manager and/or to the BCSOE Security Director.
6. Contractor's personnel without a BCSOE-issued Contractor ID Badge may obtain a "Visitor" pass and must be escorted by BCSOE personnel when accessing and working in designated nonpublic work areas at BCSOE's Facilities.
7. Compliance with BCSOE's security requirements is a material contract term and final payment may, in part, be contingent on the return of all Contractor ID Badges issued to Contractor personnel.
8. The contact information for BCSOE's security personnel and the BCSOE Security Director is (954) 712-1901 and security@browardvotes.gov.
9. All contractors must wear distinctive and neat appearing uniforms with vendor's company name.
10. Subcontractor personnel must also have BCSOE-issued Contractor ID Badges and meet the same security requirements and uniform standards as the Contractor.
11. Contractor's personnel will not be allowed unescorted into a Facility without BCSOE-issued Contractor ID Badges.

C. Facilities Critical to Security and Public Safety

Certain BCSOE facilities, locations, or office spaces will have access designated as critical to security and public safety ("Critical Facilities"). The issuance of a Contractor ID Badge for unescorted access to Critical Facilities may entail additional requirements specified by BCSOE in writing, including without limitation, a comprehensive statewide and national background check performed by a vendor of BCSOE's choice (at Contractor's sole cost and expense).



ANAISE ANTOINE CIDALIEN

J AND A CLEANING COMPANY LLC | COMMERCIAL SERVICES
1702 SW 70TH AVE NORTH LAUDERDALE FL 33068

PROFESSIONAL SUMMARY

An experienced challenge customer service with an exceptional cleaning experience in the community who is ready for expertise in all your janitorial and more....



754-779-3237



jandacleaningcompany28@gmail.com



@JandAcleaningC3



www.jandacleaningcompany11.com

YouTube



<https://youtube.com/channel/UC-2lnj6lA98HKbkzCwatSWQ>

EXPERIENCE

BROWARD COUNTY SUPERVISOR OF ELECTION 2022 CONTRACT

- Maintain all floors empty trash cans and replace liners
Damp wipe all open surfaces of furniture Neatly arrange magazines, chairs and tables Dust mop, vacuum or sweep and remove fingerprints from touch points Monthly Dust ceiling vents. Pressure cleaning, stripping/sealing/finishing, Scrubbing/Recoating Air quality and more...

DEPARTMENT OF HOMELAND SECURITY / ICE - MIRAMAR 2022-CITY WIDE SUB-CONTRACTOR

- Maintain all floors empty trash cans and replace liners
Damp wipe all open surfaces of furniture Neatly arrange magazines, chairs and tables Dust mop, vacuum or sweep and remove fingerprints from touch points Monthly Dust ceiling vents.

ASSOCIATE REALTY 2022- ON CALL

- Ensure the vacant condo ready for the next move in tenant.

NEW SOUTH WINDOW 2022 - ON CALL

- Responsible for the 2-bathroom male and female after the plumbing's, free of dust and dirt, disinfecting and fresh the toilets.

BAL PHARMACY INC. MAY 27, 2022, 3 YEARS CONTACT

- Maintain all floors free of dust and dirt, clean the restrooms and adding the supplies, disinfecting and fresh the office.



@JandAcleaningC3
<https://www.facebook.com/antoine.anaise>



<https://instagram.com/jandacleaningc3?r=nametag>

1 time a month

HIDDEN FOREST CONDOMINIUM

2022 - ON CALL

- Ensure the vacant condo ready for the next move in tenant.

FAIRWAY VIEWS

ONE TIME MOVEING OUT

- Provide an unparalleled cleaning service so that the tenant can recover his deposit.

STONEBRIDGE GARDENS CONDOMINIUM

2022- ON CALL

- In charge of window cleaning and make sure the vacant condo ready for the next move in tenant.

KERENN HAIR SALON

2018 - 2019

- Maintain all floors free of dust and dirt, emptying bins and taking out the trash and more...

EDUCATION / CERTIFICATE

- County Business Enterprise (CBE)
- Small Business Enterprise (SBE)
- Completed some course at Broward College
- Occupational Safety & Health Administration (OSHA)
- Cardio-Pulmonary Resuscitation (CPR)
- Health Insurance Portability & Accountability Act (HIPAA)
- Trilingual: English, Creole, and French

SKILLS

Our service includes maintenance, pressure wash stripping/sealing/finishing, scrubbing/recoating, Office cleaning, Medical, School, Church housekeeping, Gym, windowsills, move in/out, condo, deep cleaning, dusting, vacuuming, moping, trash emptied, mirrors cleaned and more....



1.2

Project Manager
Anaise Antoine Cidalien

Assistant Project Manager
Jean Kerold Cidalien

Quality control manager
Stanley Maxime

Supervisor
Juvens Michel

2.2

Broward County Supervisor of Election
Have 2 full time employees 10 on call employees

Department Homeland Security
Have 1 full time employee, 1 part time employee and 2 on call employees

About 5 Workers for on call jobs and on time job and more 100 applicants

Total employees 4
On call 10

3.

Most of vendor say they complete google survey and they don't want to complete the form and base on the survey I complete the form and put they information. Please forgive me if I am not supposed to do it buy myself. And I have CITY WIDE, I am they Sub-Contractor they don't want to do it to because they serve BC too.

4.



EXHIBIT A**ORIGINAL INDEPENDENT CONTRACTOR'S PAY TABLE****Note: All Information Must Be Completed**

ACCOUNT INFORMATION		INDEPENDENT J and A Cleaning Co. LLC, CONTRACTOR Anaise Antoine Cidalien	
Account Name:	DHS/ICE -Miramar	Address:	1702 SW 70th Ave
Address:	2805 SW 145th St	City & State:	North Lauderdale, FL 33068
City & State:	Miramar, FL 33027	Building No.:	
ONE OF THE FOLLOWING MUST BE CHECKED:			
Previously An In-House Account	<input type="checkbox"/>	Previously An INDEPENDENT CONTRACTOR Account	<input type="checkbox"/>
New Account For INDEPENDENT CONTRACTOR	<input checked="" type="checkbox"/>	Decreasing Services	<input type="checkbox"/>
Increasing Services	<input type="checkbox"/>	Stop (Must Complete Stop Section Below)	<input type="checkbox"/>
Note: If "Stop" - Need To Submit Performance Bond Refund Application.			
PAYMENT SCHEDULE	Amount:	Monthly Add for Services	Sq. Ft. for each Section
Cleaning Services: As per Service Agreement	\$4,730.00		5 days / week
Strip & Wax	N/A	\$ -	0
Top Scrub & Wax	N/A	\$ -	0
Machine Scrub Ceramic Tile	N/A	\$ -	0
Buff tile floors w/hi-speed buffer	N/A	\$ -	0
Carpet Extraction	N/A	\$ -	0
Carpet Program Traffic Patterns	N/A	\$ -	0
Window Washing In	N/A	\$ -	0
Window Washing Out	N/A	\$ -	0
Pest Control	N/A	\$ -	0
Parking Lot Sweeping	N/A	\$ -	0
Sidelights	N/A	\$ -	0
Blinds	N/A	\$ -	0
Stairways & Elevators	N/A	\$ -	0
Miscellaneous / Floor Mat-Ashcans at Entry	N/A	\$ -	0
Special Equipment or Supplies	N/A	\$ -	0
Equipment Rental if renting equipment from C.W.M.	N/A	\$ -	0
Sub-Total	\$4,731.00		
TOTAL COMPENSATION		\$4,731.00	
Performance Bond (50% of Total Compensation)		\$2,365.50	
Effective Date For this Contractor		8/15/2022	
INDEPENDENT CONTRACTOR STOP			
FSM must send this form to Accounting with stop date as soon as possible should account cancel or INDEPENDENT CONTRACTOR change.			
STOP DATE		N/A	
REASON FOR STOP (MARK ONE)	New Service Provider	N/A	
	Lost Account	N/A	
	Services Being Performed By City Wide In-House	N/A	
Note: If "Stop" - Need To Submit Performance Bond Refund Application.			
CITY WIDE MAINTENANCE OF SOUTH FLORIDA		INDEPENDENT CONTRACTOR	
<i>E. Pinkerton</i>		Antoine	
City Wide FSM Signature		Independent Contractor Signature	
6/28/2022		6/28/2022	
Date Signed		Date Signed	

2 shifts: 1 person 6a-3p & 1 person
2:30-6pmInitial Orientation fee balance of
\$400 will be deducted in two
payments of \$200 starting in
AugustPerformance Deposit of \$2365.50 will
be divided into 3 deductions of \$
788.50 starting in July

Perf. Bond	\$2,365.50		
August	September	October	
788.50	788.50	788.50	
	200	200	
\$3,942.50	\$3,942.50	\$3,942.50	
September	October	November	

December full IC pay of \$4731.00 to
be paid on 12/10/22

EXHIBIT A**ORIGINAL INDEPENDENT CONTRACTOR'S PAY TABLE****Note: All Information Must Be Completed**

ACCOUNT INFORMATION		INDEPENDENT CONTRACTOR	
Account Name:	DHS/ICE -Miramar	J and A Cleaning Co. llc,	Anaise Antoine Cidalien
Address:	2805 SW 145th St	Address:	1702 SW 70th Ave
City & State:	Miramar, FI 33027	City & State:	North Lauderdale, FI 33068
Building No.:			

ONE OF THE FOLLOWING MUST BE CHECKED:

Previously An In-House Account	<input type="checkbox"/>	Previously An INDEPENDENT CONTRACTOR Account	<input checked="" type="checkbox"/>
New Account For INDEPENDENT CONTRACTOR	<input checked="" type="checkbox"/>	Decreasing Services	<input type="checkbox"/>
Increasing Services	<input type="checkbox"/>	Stop (Must Complete Stop Section Below)	<input type="checkbox"/>

Note: If "Stop" - Need To Submit Performance Bond Refund Application.

PAYMENT SCHEDULE	Amount:	Monthly Add for Services	Sq. Ft. for each Section	Frequency:
Cleaning Services: As per Service Agreement	\$4,394.64			5 days / week
Strip & Wax	N/A	\$ -	0	0
Top Scrub & Wax	N/A	\$ -	0	0
Machine Scrub Ceramic Tile	N/A	\$ -	0	0
Buff tile floors w/hi-speed buffer	N/A	\$ -	0	0
Carpet Extraction	N/A	\$ -	0	0
Carpet Program Traffic Patterns	N/A	\$ -	0	0
Window Washing In	N/A	\$ -	0	0
Window Washing Out	N/A	\$ -	0	0
Pest Control	N/A	\$ -	0	0
Parking Lot Sweeping	N/A	\$ -	0	0
Sidelights	N/A	\$ -	0	0
Blinds	N/A	\$ -	0	0
Stairways & Elevators	N/A	\$ -	0	0
Miscellaneous / Floor Mat-Ashcans at Entry	N/A	\$ -	0	0
Special Equipment or Supplies	N/A	\$ -	0	0
Equipment Rental if renting equipment from C.W.M.	N/A	\$ -	0	0
Sub-Total	\$4,394.64			
TOTAL COMPENSATION				\$4,394.64
Performance Bond		(50% of Total Compensation)		\$2,197.32
Effective Date For this Contractor				7/1/2022

INDEPENDENT CONTRACTOR STOP

FSM must send this form to Accounting with stop date as soon as possible should account cancel or INDEPENDENT CONTRACTOR change.

STOP DATE: _____ N/A

REASON FOR STOP (MARK ONE)	N/A		
	August	September	October
New Service Provider			
Lost Account			
Services Being Performed By City Wide In-House			

Note: If "Stop" - Need To Submit Performance Bond Refund Application.

CITY WIDE MAINTENANCE OF SOUTH FLORIDA	INDEPENDENT CONTRACTOR
<i>E. Pinkerton</i>	J and A Cleaning
City Wide FSM Signature	Antoine
6/28/2022	Independent Contractor Signature
Date Signed	6/28/2022
	Date Signed

2 shifts: 1 person 6a-3p & 1 person 2:30-6pm

Initial Orientation fee balance of \$400 will be deducted in two payments of \$200 starting in August

Performance Deposit of \$2197.32 will be divided into 3 deductions of \$ 732.44 starting in July

Perf.Bond	\$2,197.32			
July	August	September		
732.44	732.44	732.44		
	200	200		
\$3,662.20	\$3,462.20	\$3,462.20		
August	September	October		

October full IC pay of \$4394.64 to be paid on 11/10/22

Supplier: **J AND A CLEANING COMPANY LLC**

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

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

Vendor **MUST** submit its solicitation response electronically and **MUST** confirm its submittal in Periscope S2G for the response to be deemed valid by the County. Refer to the Purchasing Division website or contact Periscope S2G for submittal instructions.

A. Responsiveness Criteria:

A Responsive (Vendor) means a vendor who submits a response to a solicitation that the Director of Purchasing determines meets all requirements of the solicitation.

The required information and applicable forms must be submitted with solicitation response, electronically through Periscope SG2 by the solicitation's due date and time. Failure to timely submit may result in Vendor being deemed non-responsive. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.37(b) of the Broward County Procurement Code.

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

1. Lobbyist Registration Requirement Certification

Refer to **Lobbyist Registration Requirement Certification Form**. The completed form should be submitted with the solicitation response. If not submitted within solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may result in Vendor being deemed non-responsive.

2. Criminal History Screening Practices Certification

Refer to **Criminal History Screening Practices Certification Form**. The completed form should be submitted with the solicitation response. If not submitted within solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may result in Vendor being deemed non-responsive.

3. Addenda

The County reserves the right to amend this solicitation prior to the due date and time specified in the solicitation. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. Vendor must follow the instructions carefully and submit the required information and applicable forms, or acknowledge addendum, electronically through Periscope S2G. It is the Vendor's sole responsibility to monitor the solicitation for any changing information, prior to submitting their solicitation response.

B. Responsibility Criteria:

A Responsible (Vendor) means a vendor who is determined to have the capability in all respects to perform fully the requirements of a solicitation, as well as the integrity and reliability that will ensure good faith performance.

When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

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

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

1. **Litigation History**

- a. All Vendors are required to disclose to the County all “material” cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all “material” cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the “material” cases against the principal, during the last three (3) years prior to the solicitation response.

A case is considered to be “material” if it relates, in whole or in part, to any of the following:

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

2. **Financial Information**

- a. All Vendors are required to submit the Vendor's financial statements by the due date and time specified in the solicitation, in order to demonstrate the Vendor's financial capabilities. If not submitted with solicitation response, it must be submitted within three business days of County's written request.
- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements shall be in the form of:
 - i. Balance sheets, income statements and annual reports; or

- ii. Tax returns; or
- iii. SEC filings.

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

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

3. **Authority to Conduct Business in Florida**

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

4. **Affiliated Entities of the Principal(s)**

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

Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

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

5. **Insurance Requirements**

The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. While it is not necessary to have this level of insurance in effect at the time of solicitation response, all Vendors are required to either submit insurance certificates indicating that the Vendor currently carries the level insurance coverages or submit a letter from the insurance carrier indicating Vendor can obtain the required insurance coverages.

6. **Ownership Disclosure**

Vendor must submit a completed Ownership Disclosure Form at the link below.

- a. Broward County is collecting entity ownership information for Vendors. This is for informational purposes **only** and the data will be used for Broward County's research on possible contracting opportunity disparities. The forms will be maintained separately from all other records of this solicitation and will be accessible only by authorized personnel. The information provided will **not** be used in determining whether the Vendor will receive a contract award.
- b. The Ownership Disclosure Form must be completed by the responding Vendor as a matter of Vendor responsibility. If not submitted by time of submittal, the Vendor shall be required to submit the form within three (3) business days after request by the County. Failure to submit the form within this timeframe may result in Vendor being deemed nonresponsible.
- c. Submit the form **only** through the link provided below. Do not submit the form as part of Vendor's response in Periscope S2G.
- d. Link for form submittal: Ownership Disclosure Form.

C. **Additional Information and Certifications**

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

1. **Vendor Questionnaire and Standard Certifications**

Vendors are required to submit detailed information on their firm and certify to the below requirements. Refer to the **Vendor Questionnaire and Standard Certification** and submit as instructed.

- a. Drug-Free Workplace Certification
- b. Non-Collusion Certification
- c. Public Entities Crimes Certification
- d. Scrutinized Companies List Certification

2. **Subcontractors/Subconsultants/Suppliers Requirement**

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

D. **Standard Agreement Language Requirements**

The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's solicitation response and will be considered by the Evaluation Committee.

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

E. Cone of Silence

1. The Board of County Commissioners updated provisions of the Cone of Silence Ordinance, Section 1-266, of the Broward County Code of Ordinances, effective as of April 1, 2022.
2. The County's Cone of Silence Ordinance prohibits all communications, oral or written, relating to a competitive solicitation among vendors/vendor representatives, County Staff, and Commissioner Offices while the Cone is in effect. Communications with Purchasing Division employees, the solicitation's designated Project Manager(s) or designee(s), the Office of Economic and Small Business Development (OESBD) Small Business Development Specialist Supervisor (954) 357-6400, and others as specifically identified in the Cone of Silence Ordinance are permitted. Additionally, communication is permitted at pre-bid conferences and negotiation meetings, as applicable.
3. The Cone of Silence begins upon the advertisement of an ITB, RFP, RFQ, or RLI. The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.
4. Any violations of the Code of Silence Ordinance by any vendor/vendor representative, may be reported to the County's Professional Standards/Human Rights Section. If the County's Professional Standards/Human Rights Section determines that a violation has occurred, a fine shall be imposed as provided in the Broward County Code of Ordinances. At the sole discretion of the Broward County Board of County Commissioners, a violation may void an award of the applicable competitive solicitation.
5. Review the Cone of Silence Ordinance, [Section 1-266](#) of the Broward County Code of Ordinances, for more detailed information.

F. Evaluation Criteria

1. The Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Unless the Evaluation Criteria is identified in the solicitation as an Additional Responsiveness or Responsibility Requirement (i.e., Special Instructions to Vendors, e.g., pricing, certifications, etc.), a Vendor's failure to respond to evaluation criteria will not be considered a matter of responsiveness or responsibility. Vendors that fail to submit any information and/or documentation required by an evaluation criteria will not be evaluated or scored for the corresponding evaluation criteria.
3. The County is not required to request, consider, or analyze Vendor's Evaluation Criteria responses received after the solicitation response due date; however, the County reserves the right to obtain clarifying information from a Vendor in writing for the Evaluation Committee.
4. For Request for Proposals - the following shall apply:

- a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.
 - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
 - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{(\text{Lowest Proposed Price/Vendor's Price})}{x (\text{Maximum Number of Points for Price})} = \text{Price Score}$$
 - d. After completion of scoring, the County may negotiate pricing as in its best interest.
5. For Requests for Letters of Interest or Request for Qualifications - the following shall apply:
- a. The Evaluation Committee will create a short list of the most qualified firms.
 - b. The Evaluation Committee will either:
 - i. Rank shortlisted firms; or
 - ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

G. Demonstrations

Refer to **Special Instructions to Vendors** if Demonstrations are applicable. Vendors determined to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable), will be required to demonstrate the nature of their offered solution. After receipt of solicitation responses, all Vendors will receive a description of, and arrangements for, the desired demonstration. All Vendors will have equal time for demonstrations, but the question-and-answer time may vary.

In accordance with Section 286.0113, Florida Statutes, and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the Vendor's team and County staff.

H. Presentations

Vendors that are determined to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary.

In accordance with Section 286.0113 of the Florida Statutes, and the direction of the Broward County Board of Commissioners, presentations during Evaluation Committee Meetings are closed. Only the Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the meeting during the presentation and subsequent question and answer period. Subconsultants partnering with multiple prime vendors may only be present during one presentation/question and answer session.

I. Public Art and Design Program

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

J. Evaluation Committee Meetings

Evaluation Committee Meetings are posted on Broward County's Sunshine Meetings website.

K. Committee Appointment

The committee members appointed for this solicitation are available on the Purchasing Division's website under Committee Appointment.

L. Committee Questions, Request for Clarifications, Additional Information

1. At any committee meeting, the Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested), including a Vendor representative that has the authority to bind.
2. Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) are requested to participate in a final (or presentation) Evaluation Committee meeting.

M. Vendor Questions

The County provides a specified time for Vendors to ask questions and seek clarification regarding solicitation requirements. All questions or clarification inquiries must be submitted electronically through Periscope S2G by the Question & Answer due date and time specified in the solicitation document (including any addenda). The County will respond to questions electronically through Periscope S2G.

N. Confidential Material/ Public Records and Exemptions

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

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

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

O. Copyrighted Materials

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

P. State and Local Preferences

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

Q. Local Preference

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

For all competitive solicitations in which objective factors used to evaluate the responses from vendors are assigned point totals:

- a. Five percent (5%) of the available points (for example, five points of a total 100 points) shall be awarded to each locally based business and to each joint venture composed solely of locally based businesses, as applicable;
- b. Three percent (3%) of the available points shall be awarded to each locally based subsidiary and to each joint venture that is composed solely of locally based subsidiaries, as applicable; and
- c. For any other joint venture, points shall be awarded based upon the respective proportion of locally based businesses and locally based subsidiaries' equity interests in the joint venture.

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

Refer to Section 1-75 of the Broward County Local Preference Ordinance and the **Location Certification Form** for further information.

R. Tiebreaker Criteria

In accordance with Section 21.42(d) of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation.

In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. Location Certification Form;
2. Domestic Partnership Act Certification;
3. Tiebreaker Criteria Form: Volume of Payments Over Five Years

S. Posting of Solicitation Results and Recommendations

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

T. Review and Evaluation of Responses

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

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable. If a demonstration is required, County will appoint a Technical Review Team ("TRT") to view all Vendor demonstrations. The TRT will be comprised of County staff with specific subject matter expertise. The TRT will review all Vendor demonstrations for compliance with the Demonstration Script. The Project Manager will compile the results of each Vendor's demonstration into a final TRT Report. The TRT Report will be distributed to the Evaluation Committee members prior to the Final Evaluation Meeting.
2. A solicitation may only be awarded to a vendor whose submission is responsive to the requirements of the solicitation. The Director of Purchasing shall determine whether submissions are responsive. For solicitations in which an Evaluation Committee has been appointed, the Director of Purchasing's determination regarding responsiveness is not binding on the Evaluation

Committee, which may accept or reject such determination but must state with specificity the basis for any rejection thereof.

3. The Evaluation Committee, with assistance of the Purchasing Division and based on information provided by the applicable County Agencies and the Office of the County Attorney, shall determine whether vendors who have submitted responsive submissions are responsible. Notwithstanding the foregoing, the awarding authority for a solicitation shall have the ultimate authority to determine whether vendors who have submitted responsive submissions are responsible. When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

U. Vendor Protest

Part X of the Broward County Procurement Code sets forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and states in part the following:

1. Any written protest concerning the specifications or requirements of a solicitation (or of any addenda thereto) must be received by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.
2. Any written protest concerning a proposed award or ranking must be received by the Director of Purchasing within five (5) business days after the proposed award or ranking is posted on the Purchasing Division's website.
3. Calculation of Days. Unless otherwise expressly stated, all references to "days" mean calendar days between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. All references to "business days" mean Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. In calculating time periods, the day of the event that triggers the time period shall be excluded from the calculation (for example, objections to a ranking must be filed within three (3) business days after the ranking is posted, so an objection to a ranking posted on a Monday must be filed no later than 5:00 p.m. on Thursday). Failure to file a written protest so that it is received by the Director of Purchasing within the timeframes set forth in Part X of the Broward County Procurement Code shall constitute a waiver of the right to protest. A protest submitted to anyone other than the Director of Purchasing shall not be a valid protest.
4. Except as to any protest of the specifications or requirements of a solicitation, as a condition of initiating any protest, the protestor must, concurrently with filing the protest, pay a filing fee for the purpose of defraying the costs in administering the protest in accordance with the scheduled provided below. The filing fee shall be refunded if the protestor prevails in the protest. Failure to timely pay the required filing fee shall render the protest invalid.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
Mandatory Bid Amount up to \$250,000	\$500
\$250,000 - \$500,00	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

The estimated contract amount shall be the total bid amount offered by the protesting vendor in its response to the solicitation, inclusive of any contract renewals or extensions. If no bid amount was submitted by the protestor, the estimated contract amount shall be the County's estimated contract price for the procurement. The County will accept a filing fee in the form of a money order, certified check, or cashier's check, payable to "Broward County," or other manner of payment approved by the Director of Purchasing.

V. Right To Appeal

The protestor may appeal the Director of Purchasing's denial of the protest with respect to the proposed award of a solicitation in accordance with Part XII of the Broward County Procurement Code. Decisions by the Director of Purchasing with respect to the specifications or requirements of a solicitation may only be appealed to the County Administrator or their designee, who shall determine the method, timing, and process of the appeal and whose decision shall be final.

1. The appeal must be received by the Director of Purchasing within ten (10) days after the date of the determination being appealed.
2. The appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of Part XII of the Broward County Procurement Code.
3. Except as otherwise provided by law, the filing of an appeal is an administrative remedy that must be exhausted prior to the filing of any civil action against the County concerning any subject matter that, had an appeal been filed, could have been addressed as part of the appeal.

W. Rejection of Responses

The Director of Purchasing may reject all responses to a solicitation, even when only one response is received, if the Director of Purchasing determines that doing so would be in the best interest of the County; provided, however, that only the Board may reject all responses to a solicitation where the issuance of the solicitation was approved by the Board.

X. Negotiations

Once a ranking is deemed final, the County shall commence contract negotiations with the top-ranked vendor (or, if provided in the solicitation, with multiple top-ranked vendors simultaneously). If the negotiation does not result in mutually satisfactory contract terms within a reasonable time, as determined by the Director of Purchasing, then the Director of Purchasing may terminate negotiations with the applicable vendor and commence (or continue, if the solicitation provided for negotiation with multiple top-ranked vendors) negotiations with the next-ranked vendor(s) or issue a new solicitation, as the Director of Purchasing determines to be in the best interest of the County.

Y. Submittal Instructions:

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. DO NOT INCLUDE any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. Vendor MUST submit its solicitation response electronically through Periscope S2G and MUST confirm its solicitation response in order for the County to receive a valid response through Periscope S2G. It is the Vendor's sole responsibility to assure its response is submitted and received through Periscope S2G by the date and time specified in the solicitation.
3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and the time specified in the solicitation. In the event that the Vendor is having difficulty submitting the solicitation response electronically through Periscope S2G, immediately notify the Purchasing Agent and then contact Periscope S2G for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in Periscope S2G. Web-fillable forms can be filled out and submitted through Periscope S2G.
5. After all documents are viewed, submitted, and/or accepted in Periscope S2G, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financial Statements) in the Item Response Form in Periscope S2G, under line one (regardless if pricing requested). Evaluation Criteria responses should be non-locked file format.

6. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
7. After all files are uploaded, Vendor must submit and CONFIRM its offer (by entering password) for offer to be received electronically through Periscope S2G.
8. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

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

9. A copy of the Proposal Bond should also be uploaded into Periscope S2G; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the due date and time specified in the solicitation.

Revised April 7, 2022

Supplier: J AND A CLEANING COMPANY LLC

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

The completed form, including acknowledgment of the standard certifications and should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may affect Vendor's evaluation.

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

1. Legal business name: **J and A Cleaning Company LLC**
2. Doing Business As/ Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN): **880683985**
4. Dun and Bradstreet No.: **104137850**
5. Website address (if applicable): **www.jandacleaningcompanyllc.com**
6. Principal place of business address: **1702 SW 70th Ave North Lauderdale FL 33068**
7. Office location responsible for this project: **1702 SW 70th Ave North Lauderdale FL 33068**
8. Telephone no.: **754-779-3237** Fax no.:
9. Type of business (check appropriate box):

Corporation (specify the state of incorporation:	<input type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>
Limited Liability Company (LLC)	<input checked="" type="checkbox"/>
Limited Partnership	<input checked="" type="checkbox"/>
General Partnership (State and County Filed In)	<input type="checkbox"/>
Other – Specify	<input type="checkbox"/>
10. List [Florida Department of State, Division of Corporations](#) document number (or registration number if fictitious name):
11. List name and title of each principal, owner, officer, and major shareholder:
 - a) **Anaise Antoine Cidalien / Owner**
 - b) **Jean Kerold Cidalien / Owner**
 - c)
 - d)

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: **Anaise Antoine Cidalien**

Title: **General Manager / Owner**

E-mail: **jandacleaningcompany28@gmail.com**

Telephone No.: **754-234 2372**

Name: **Jean Kerold Cidalien**

Title: **Manager / Owner**

E-mail: **jean.jandacleaningcompany28@gmail.com**

Telephone No.: **954-548-8128**

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. ☐ Yes ☒ No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. ☐ Yes ☒ No
15. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. ☐ Yes ☒ No
16. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. ☐ Yes ☒ No
17. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. ☐ Yes ☒ No
18. Has your firm's surety ever intervened to assist in the completion of a contract of have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety. ☐ Yes ☒ No
19. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. ☐ Yes ☒ No
20. Has your ever been terminated from a contract within the last three years? If yes, specify details in an attached written response. ☐ Yes ☒ No
21. Living Wage solicitations only: In determining what, if any, fiscal impact(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.
- Living Wage had an effect on the pricing. ☐ Yes ☐ No ☐ N/A
- If yes, Living Wage increased the pricing by: %.
22. Participation in Solicitation Development:
- ☒ I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Broward County Board of County Commissioners.
- ☐ I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Broward County Board of County Commissioners.
- If this box is checked, provide the following: Name of Person the information was provided:
- Title:
- Date information provided:
- For what purpose was the information provided?**

Drug-Free Workplace Requirements Certification:

Section 21.23(f) of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program.

- ☒ The Vendor hereby certifies that it has established a drug free workplace program in accordance with the requirements of Section 1-71, et. Seq., of the Broward County Code of Ordinances (Procurement From Businesses With Drug-Free Workplace Program).

Non-Collusion Certification:

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

The Vendor hereby certifies that: (select one)

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

Public Entities Crimes Certification:

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

The Vendor hereby certifies that: (check box)

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

Scrutinized Companies List Certification:

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

The Vendor hereby certifies that: (check each box)

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

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

Antoine
*AUTHORIZED SIGNATURE/NAME

General Manager / Owner
TITLE

9/19/2022
DATE

Vendor Name: **Anaise Antoine Cidalien**

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

Supplier: **J AND A CLEANING COMPANY LLC**

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION

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

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

The Vendor hereby certifies that: (select one)

- ☐ It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
- ☐ It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

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

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail: **jandacleaningcompany28@gmail.com**

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Antoine
Authorized Signature/Name

Anaise Antoine Cidalien
Vendor Name

General Manager / Owner
TITLE

9/19/2022
DATE

Revised May 1, 2021

Supplier: **J AND A CLEANING COMPANY LLC****DOMESTIC PARTNERSHIP ACT CERTIFICATION (REQUIREMENT AND TIEBREAKER)**

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

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

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

☐

1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses

☒

2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐

3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.

☐

4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.

☐

The Vendor employs less than five (5) employees.

☐

The Vendor does not provide benefits to employees' spouses.

☐

The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.

☐

The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.

☐

The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).

☐

The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

Antoine
Authorized Signature/Name

Owner
Title

Anaise A Cidalien
Vendor Name

10-5-2022
Date

Revised May 1, 2021

Supplier: J AND A CLEANING COMPANY LLC

Office of Economic and Small Business Requirements: Small Business Enterprises

- A. In accordance with the Broward County Business Opportunity Act of 2012, codified in Section 1-81 of the Broward County Code of Ordinances, as amended (the "Business Opportunity Act"), this solicitation is reserved for Small Business Enterprises (SBE).
- B. Only Vendors that are currently certified as SBEs or obtain SBE certification prior to the solicitation due date will be eligible for award of this contract award. Vendors are SBE-certified to provide goods and/or services to the County based on the Vendors' demonstration to the Office of Economic and Small Business Development (OESBD) that they provide such goods and/or services during the normal course of their respective businesses. Brokers are not eligible for certification.
- C. An SBE-certified Vendor must provide a commercially useful function for a project. A SBE-certified Vendor that seeks to act as a broker or does not provide a commercially useful function on a project shall be subject to decertification by OESBD.
- D. It is the Vendor's responsibility to ensure it is compliant with the Business Opportunity Act related requirements and solicitation deadlines by contacting OESBD to verify the Vendor's current SBE status or to obtain the applicable SBE certification.
- E. For detailed information regarding SBEs or to find the application for certification, contact OESBD at (954) 357-6400 or visit the website at: www.broward.org/EconDev/SmallBusiness.

Revised May 1, 2021

Supplier: J AND A CLEANING COMPANY LLC

Office of Economic and Small Business Requirements: CBE Reserve

- A. In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), this solicitation is reserved for County Business Enterprise (CBE) firms (CBE Reserve).
 - B. CBEs and non-CBEs may respond to the solicitation.
 - C. The CBE with the lowest responsive and responsible Bid, or with the highest-ranked responsive and responsible Proposal, as compared to all other CBEs (the "CBE Presumptive Awardee"), shall be awarded the contract if the CBE Presumptive Awardee meets the following requirements, as applicable:
 - (1) Monetary Differential: The total Bid or Proposal amount of the CBE Presumptive Awardee: (a)(i) does not exceed Three Million Dollars (\$3,000,000) and (ii) does not exceed the total amount of the lowest responsive and responsible Bid, or the total amount of the highest-ranked responsive and responsible Proposal, as applicable, from a non-CBE by more than ten percent (10%); or (b)(i) exceeds Three Million Dollars (\$3,000,000) and (ii) does not exceed the total amount of the lowest responsive and responsible Bid, or the total amount of the highest-ranked responsive and responsible Proposal, as applicable, from a non-CBE by more than five percent (5%); and
 - (2) Points Differential: For competitive solicitations in which the Proposals are assigned point totals, after deducting the points awarded for price from the total points awarded to each applicable Proposal, the total points assigned to the CBE Presumptive Awardee: (a) for Proposals that do not exceed Three Million Dollars (\$3,000,000), are not more than ten percent (10%) less than the total points assigned to the highest-ranked responsive and responsible non-CBE; or (b) for Proposals that exceed Three Million Dollars (\$3,000,000), are not more than five percent (5%) less than the total points assigned to the highest-ranked responsive and responsible non-CBE.
- If the CBE Presumptive Awardee does not meet the above requirements, as applicable, then the CBE with the next lowest responsive and responsible Bid, or the next highest-ranked responsive and responsible Proposal, as compared to all other CBEs, will be deemed the CBE Presumptive Awardee and awarded the contract if the CBE Presumptive Awardee meets the above requirements, as applicable. If no CBE Presumptive Awardee meets the above requirements, as applicable, the award shall be made to the non-CBE that submits the lowest responsive and responsible Bid, or the highest-ranked responsive and responsible Proposal, provided the Director of Purchasing determines the total amount of the Bid or Proposal is fair and reasonable, unless (a) the Director of Office of Economic and Small Business Development (OESBD) issues a written determination that re-solicitation with modified specifications is likely to result in one or more Bids or Proposals from CBEs that would be eligible to receive the contract award; and (b) the Director of Purchasing issues a written determination that the delay occasioned by re-solicitation would not materially harm the County's interests.
- D. If a non-CBE is awarded the contract because no CBE with capacity to perform the work submits a responsive and responsible Bid or Proposal, or because no CBE meets the applicable requirements stated above, any contract awarded to a non-CBE must include at least a twenty-five percent (25%) CBE goal (unless the CBE goal is waived or otherwise modified by Board action).
 - E. It is the Vendor's responsibility to ensure compliance with the CBE requirements and adhere to solicitation deadlines. The Vendor must contact OESBD to verify current CBE status or to obtain CBE certification.
 - F. The Work may only be performed by CBEs. The Vendor must perform one hundred percent (100%) of the Work as the prime Vendor or the prime Vendor may subcontract portions of Work to other CBEs. If the prime Vendor intends to subcontract any portion of the Work, the Vendor must complete a Letter of Intent (refer to Section G below).
 - G. CBE Program Requirements: Vendor should submit all required forms and information with its solicitation submittal as a matter of responsibility. If the required forms and information are not provided with the Vendor's solicitation submittal, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be

deemed non-responsible for failure to fully comply with this solicitation and CBE Program Requirements within these stated timeframes.

1. Vendor should include in its solicitation submittal a Letter of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier (LOI) for each CBE the Vendor intends to use to achieve the assigned reserve or CBE participation goal. If the Vendor is a CBE performing 100% of the work, an LOI should be submitted stating that 100% of the work will be completed by the CBE. The form is available at the following link:
<http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf>
2. If Vendor is unable to attain the CBE participation goal or reserve, Vendor should include in its solicitation submittal an Application for Evaluation of Good Faith Efforts and all of the required supporting information. The is available at the following link:
<http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf>
- H. A certified firm must provide a commercially useful function for the Project and may not act as a broker. A certified firm that seeks to act as a broker, or that does not provide a commercially useful function for the Project shall be subject to decertification by OESBD.
- I. Vendors are encouraged to purchase materials from certified CBE firms whenever possible.
- J. A joint venture is only eligible for award if all members of the joint venture are certified CBE firms.
- K. OESBD maintains an online directory of CBE firms. The online directory is available for use by Vendors at <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>
- L. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the office's website at: <http://www.broward.org/EconDev/SmallBusiness/>
- M. If awarded the contract, Vendor agrees to and shall comply with all applicable requirements of this solicitation, the Business Opportunity Act, and the CBE Program in the award and administration of the contract, including the following:
 1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
 2. All entities that seek to conduct business with the County, including Vendor or any Prime Contractors, Subcontractors, and Bidders/Offerors shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.
 3. If Vendor fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), including CBE reserve, then Vendor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
 4. Vendor shall comply with all applicable requirements of the Business Opportunity Act in the award of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the County to terminate this contract or to exercise any other remedy provided under this contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or other applicable laws, with all such remedies being cumulative.
 5. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the County, for all completed subcontracted work and supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the County.
 6. Vendor understands that the County will monitor Vendor's compliance with the CBE Program requirements. All Vendors must provide OESBD with a Monthly Utilization Report (MUR)

to confirm its compliance with the Commitment agreed to in the contract; timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition of the County's payment of Vendor under the contract. This is also available online at:
www.broward.org/econdev/SmallBusiness/Pages/compliance.aspx

Revised May 1, 2021

Supplier: **J AND A CLEANING COMPANY LLC****LITIGATION HISTORY FORM**

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

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

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: Or No <input type="checkbox"/>
Party	
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No
Opposing Counsel	Name: Email: jandacleaningcompany28@gmail.com Telephone Number:

Vendor Name:

Revised May 1, 2021

Supplier: **J AND A CLEANING COMPANY LLC**

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION

The completed form should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may result in Vendor being deemed non-responsive.

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

The Vendor hereby certifies that: (select one)

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

Principal's Name: **Anaise Antoine Cidalien**

Names of Affiliated Entities:

Principal's Name: **Jean Kerold Cidalien**

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name: **Anaise Antoine Cidalien**

Title: **Owner / General Manager**

Vendor Name: **J and A Cleaning Company LLC**

Date: **10-05-2022**

Revised 11/24/2021

Supplier: **J AND A CLEANING COMPANY LLC**

Workforce Investment Program Requirements:

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

requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.

- F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.
- G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.
- H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

WORKFORCE INVESTMENT PROGRAM CERTIFICATION

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

In accordance with the Workforce Investment Program

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

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

Antoine
AUTHORIZED SIGNATURE/NAME

Owner / General Manager
TITLE

10-05-2022
DATE

Revised May 1, 2021

Supplier: J AND A CLEANING COMPANY LLC

AGREEMENT EXCEPTION FORM

The completed form(s) should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts contract terms and conditions stated in the solicitation.

The Vendor must provide on the form below, any and all exceptions it takes to the contract terms and conditions stated in the solicitation, including all proposed modifications to the contract terms and conditions or proposed additional terms and conditions. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

There are no exceptions to the contract terms and conditions state in this solicitation; or



The following exceptions are taken to the contract terms and conditions state in this solicitation:
(use additional forms as needed; separate each Article/ Section number)



Term or Condition Article / Section	Insert proposed modifications to the contract terms and conditions or proposed additional terms and condition	Provide brief justification for proposed modifications

Vendor Name: jandacleaningcompany28@gmail.com

Revised May 1, 2021

Supplier: J AND A CLEANING COMPANY LLC**VOLUME OF PREVIOUS PAYMENTS ATTESTATION
FORM**

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

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

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

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

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

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

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

Grand Total

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

Yes ☐ No ☐

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

Vendor Name:

Authorized Signature/Name

Title

Date

**VOLUME OF PREVIOUS PAYMENTS ATTESTATION
FORM FOR JOINT VENTURE**

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

If a Joint Venture, the payments paid-to-date by contract provided must encompass the Joint Venture and each of the entities forming the Joint Venture.

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

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

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

Grand Total

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

Vendor Name:

Authorized Signature/Name

Title

jandacleaningcompany28@gmail.com
Date

Revised May 1, 2021

Supplier: J AND A CLEANING COMPANY LLC**LOCATION CERTIFICATION**

Refer to applicable sections for submittal instructions. Failure to submit required forms or information by stated timeframes will deem vendor ineligible for local preference or location tiebreaker.

Broward County [Code of Ordinances, Section 1-74](#), et seq., provides certain preferences to Local Businesses, Locally Based Businesses, and Locally Based Subsidiaries, and the [Broward County Procurement Code](#) provides location as the first tiebreaker criteria. Refer to the ordinance for additional information regarding eligibility for local preference.

For Invitation for Bids:

To be eligible for the Local Preference best and final offer ("BAFO") and location tiebreaker, the Vendor **must** submit this fully completed form and a copy of its Broward County local business tax receipt **at the same time it submits its bid. Vendors who fail to comply with this submittal deadline will not be eligible for either the BAFO or the location tiebreaker.**

For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):

For Local Preference eligibility, the Vendor **should** submit this fully **completed form** and **all Required Supporting Documentation** (as indicated below) at the time Vendor submits its response to the procurement solicitation. If not provided with submittal, the Vendor **must** submit within three business days after County's written request. Failure to submit required forms or information by stated timeframes will deem the Vendor ineligible for local preference.

To be eligible for the location tiebreaker, **the Vendor must submit this fully completed form and a copy of its Broward County local business tax receipt at the same time it submits its response.** Vendors who fail to comply with this submittal deadline will not be eligible for the location tiebreaker.

The undersigned Vendor hereby certifies that (check the box for only one option below):

☒ **Option 1:** The Vendor is a **Local Business**, but does not qualify as a **Locally Based Business** or a **Locally Based Subsidiary**, as each term is defined by [Section 1-74, Broward County Code of Ordinances](#). The Vendor further certifies that:

- A. It has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
- a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - in an area zoned for the conduct of such business,
 - that the Vendor owns or has the legal right to use, and
 - from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location").

If Option 1 selected, indicate **Local Business Location**:

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

- A. The Vendor has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),

- i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - ii. in an area zoned for the conduct of such business,
 - iii. that the Vendor owns or has the legal right to use, and
 - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation as so defined, the "Local Business Location";
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. Less than fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the owned, directly or indirectly, by one or more entities with a principal place of business Vendor located outside of Broward County is .

If Option 2 selected, indicate **Local Business Location**:

1702 SW 70th Ave North Lauderdale FL 33068

☐ **Option 3:** The Vendor is both a **Local Business** and a **Locally Based Subsidiary** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. The Vendor has continuously maintained:
- i. for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
 - ii. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - iii. in an area zoned for the conduct of such business,
 - iv. that the Vendor owns or has the legal right to use, and
 - v. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location");
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. At least fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the Vendor owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County is .

If Option 3 selected, indicate **Local Business Location**:

- ☐ **Option 4:** The Vendor is a **joint venture** composed of one or more Local Businesses, Locally Based Businesses, or Locally Based Subsidiaries, as each term is defined by Section 1-74, Broward County Code of Ordinances. Fill in blanks with percentage equity interest or list "N/A" if section does not apply. The Vendor further certifies that:

- A. The proportion of equity interests in the joint venture owned by **Local Business(es)** (each Local Business must comply with all of the requirements stated in Option 1) is % of the total equity interests in the joint venture; and/or
- B. The proportion of equity interests in the joint venture owned by **Locally Based Business(es)** (each Locally Based Business must comply with all of the requirements stated in Option 2) is % of the total equity interests in the joint venture; and/or
- C. The proportion of equity interests in the joint venture owned by **Locally Based Subsidiary(ies)** (each Locally Based Subsidiary must comply with all of the requirements stated in Option 3) is % of the total equity interests in the joint venture.

If Option 4 selected, indicate the Local Business Location(s) (es) on separate sheet.

- ☐ **Option 5:** Vendor is not a Local Business, a Locally Based Business, or a Locally Based Subsidiary, as each term is defined by Section 1-74, Broward County Code of Ordinances.

Required Supporting Documentation (in addition to this form): Option 1 or 2 (**Local Business or Locally Based Business**):

1. Broward County local business tax receipt.

Option 3 (Locally Based Subsidiary)

1. Broward County local business tax receipt.
2. Documentation identifying the Vendor's vertical corporate organization and names of parent entities if the Vendor is a Locally Based Subsidiary.

Option 4 (joint venture) composed of one or more Local Business(es), Locally Based Business(es), or Locally Based Subsidiary(ies):

1. Broward County local business tax receipt(s) for each Local Business(es), Locally Based Business(es), and/or Locally Based Subsidiary(ies).
2. Executed joint venture agreement, if the Vendor is a joint venture.
3. If joint venture is comprised of one or more Locally Based Subsidiary(ies), submit documentation identifying the vertical corporate organization and parent entities name(s) of each Locally Based Subsidiary.

If requested by County (any option):

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

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

Indicate Local Business Location:

True and Correct Attestations:

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as authorized by

the Broward County Procurement Code. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

AUTHORIZED SIGNATURE/NAME: **Antoine**

TITLE: **Owner / General Mnager**

VENDOR NAME: **J and A Cleaning Company LLC**

DATE: **10-05-2022**

Revised May 1, 2021

Supplier: **J AND A CLEANING COMPANY LLC**

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

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

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

If none, check the box below on this form. Use additional copies of this form(s) in Periscope S2G, if needed.

None - ☒

- 1. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:
- 2. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:
- 3. Subcontracted Firm's Name:
Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:

4. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:

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

Antoine
Authorized Signature/Name

Owner
Title

J and A Cleaning Company LLC
Vendor Name

10-05-2022
Date

Revised 11/24/2021

Supplier: **J AND A CLEANING COMPANY LLC**

CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM

The completed and signed form should be returned with Vendor's submittal. If Vendor does not provide it with the submittal, Vendor must submit the completed and signed form within three business days after County's request. Vendor shall be deemed nonresponsive for failure to fully comply within stated timeframes.

Section 26-125(d) of the Broward County Code of Ordinances ("Criminal History Screening Practices") requires that a Vendor seeking a contract in the amount of \$100,000 or more with Broward County shall certify that it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position. The requirement in the preceding sentence shall apply only to positions located within the United States that will foreseeably perform work under a contract with Broward County. The failure of Vendor to comply with Section 26-125(d) at any time during the contract term shall constitute a material breach of the contract, entitling Broward County to pursue any remedy permitted under the contract and any other remedy provided under applicable law. If Vendor fails to comply with Section 26-125(d) at any time during the contract term, Broward County may, in addition to all other available remedies, terminate the contract and Vendor may be subject to debarment or suspension proceedings consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

By signing below, Vendor certifies that it is aware of the requirements of Section 26-125(d), Broward County Code of Ordinances, and certifies the following: (check only one below).

☐ Vendor certifies that, for positions located within the United States that will foreseeably perform work under a contract with Broward County, it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

☐ Vendor is exempt from the requirements of Section 26-125(d) of the Broward County Code of Ordinances because Vendor is required by applicable federal, state, or local law to conduct a criminal history background check in connection with potential employment at a time or in a manner that would otherwise be prohibited by this section, or because Vendor is a governmental agency.

AUTHORIZED SIGNATURE/ NAME: **Antoine/ Anaise Antoine Cidalien**

VENDOR NAME: **J and A Cleaning Company LLC**

TITLE: **General Manager / Owner**

DATE: **jandacleaningcompany28@gmail.com**

Revised June 17, 2022

Supplier: J AND A CLEANING COMPANY LLC

SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION

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

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

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and a. 215.4725 Florida Statutes regarding Companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

Antoine
Authorized Signature/Name

General Manager / Owner
TITLE

J and A Cleaning Company LLC
Vendor Name

9/6/2022
DATE

Revised May 1, 2021

Supplier: J AND A CLEANING COMPANY LLC

Security Requirements

A. General Security Requirements and Criminal Background Screening:

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or FMsecurity@broward.org for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.

8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

C. Facilities Critical to Security and Public Safety:

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

D. Contractor Work Crews:

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for the contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge.

All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

E. Other Vendors:

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

F. Port Everglades Locations:

The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90-day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

1. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation

must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

2. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

G. Airport Security Program and Aviation Regulations:

1. Consultant/contractor shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Consultant/contractor also agrees to comply with the County's Airport Security Program and the Restricted Area ("RA") Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, including any regulations pertaining to emergency response training, and to take such steps as may be necessary or directed by the County to insure that sub consultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its sub consultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Consultant/contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
 - a) Access to Security Identification Display Areas and Identification Media. Consultant/contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of consultant/contractor's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, consultant/contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The consultant/contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the consultant/contractor to conduct background investigations

and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

- b) Operation of Vehicles on the RA: Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the RA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the RA 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: The consultant/contractor agrees that its personnel, vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the RA. The consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the RA unless and until such employee or other person has executed a written consent-to-search/inspection acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that 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, consultant/contractor agrees that persons not executing such consent-to-search/inspection shall not be employed by the consultant/contractor or by any sub consultant/subcontractor at the Airport in any position requiring access to the RA or allowed entry to the RA by the consultant/contractor or by any sub consultant/subcontractor.
- d) Consultant/contractor understands and agrees that if any of its employees, or the employees of any of its sub consultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.
- e) The provisions hereof shall survive the expiration or any other termination of this Agreement.

H. Water and Wastewater Services (WWS):

- 1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.
- 2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
- 3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
- 4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary, to have the contractor removed and/or file charges against them.

I. Additional Security Requirements for Parks and Recreation:

- 1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this

Contract as provided for herein relative to the criminal background screening required by this Section.

2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by contractor to work on County Park property. Contractor's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.
6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

Revised May 1, 2021

Supplier: J AND A CLEANING COMPANY LLC

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

1. Right to Object

For Requests for Proposals (RFP), Requests for Qualifications (RFQ) or Requests for Letters of Interest (RLI), vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three (3) business days after the proposed recommendation of ranking (if applicable) is posted on the Purchasing Division's website. The written objection must comply with the requirements stated in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in the loss of a right to object.

2. Right to Protest

For Invitations to Bid (ITBs), RFP, RFQ, and RLIs, vendors may protest the specifications or requirements of a solicitation (or of any addenda). Protests must be received in writing by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.

For ITBs, vendors may protest a recommendation for award made by the Broward County Purchasing Division. For RFPs, RFQs, and RLIs, vendors may protest a final recommendation of ranking made by an Evaluation Committee. In all cases, protests must be filed in writing within five (5) business days after a recommended ranking or recommendation for award is posted on the Purchasing Division's website.

Any protest must comply with requirements stated in Part X of the Procurement Code, including a filing fee (if applicable). Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Section 21.81 of the Procurement Code identifies all other matters that may be appealed. Appeals may require payment of an appeal bond. Appeals must comply with requirements stated in Part XII of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

Cone of Silence:

The Board of County Commissioners recently updated provisions of the Cone of Silence Ordinance, Section 1-266, of the Broward County Code of Ordinances, effective as of April 1, 2022.

The County's Cone of Silence Ordinance prohibits all communications, oral or written, relating to a competitive solicitation among vendors/vendor representatives, County Staff, and Commissioner Offices while the cone is in effect. Communications with Purchasing Division employees, the solicitation's designated Project Manager(s) or designee(s), the Office of Economic and Small Business (OESBD) Small Business Development Specialist Supervisor (954-357-6400), and others as specifically identified in the Cone of Silence Ordinance are permitted. Additionally, communication is permitted at pre-bid conferences and negotiation meetings, as applicable.

The Cone of Silence begins upon the advertisement of an ITB, RFP, RFQ, or RLI. The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.

Any violations of the Code of Silence Ordinance by any vendor/vendor representative, may be reported to the County's Professional Standards/Human Rights Section. If the County's Professional Standards/Human Rights Section determines that a violation has occurred, a fine shall be imposed as provided in the Broward County Code of Ordinances. At the sole discretion of the Broward County Board of County Commissioners, a violation may void an award of the applicable competitive solicitation.

Review the Cone of Silence Ordinance, Section 1-266 of the Broward County Code of Ordinances, for more detailed information.

Updated: April 1, 2022