



**AGREEMENT BETWEEN BROWARD COUNTY AND [REDACTED] FOR
[REDACTED] (RFP # [REDACTED])**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and [REDACTED], a [REDACTED] corporation ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. [Insert recitals if applicable]

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. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the Director of Facilities Management Division or such other person designated by the Director of Facilities Management Division in writing.
- 1.3. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.4. **Notice to Proceed** means a written authorization to proceed with the project, phase, or task, issued by the Contract Administrator.
- 1.5. **Purchasing Director** means County's Director of Purchasing as appointed by the Broward County Administrator.
- 1.6. **Services** means all work required by Contractor under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A ("Scope of Services"), and any Optional Services procured under this Agreement.
- 1.7. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.8. **Subcontractor** means an entity or individual providing services to County through Contractor for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Minimum Insurance Coverages

Exhibit D	Work Authorization Form
Exhibit E	Living Wage Statement of Compliance
Exhibit F	CBE/SBE Subcontractor Schedule and Letters of Intent
Exhibit G	Business Associate Agreement
Exhibit H	Port Everglades Security Requirements
Exhibit I	Certification of Payments to Subcontractors and Suppliers

ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. Contractor shall perform all Services required under this Agreement including, without limitation, the work specified in Exhibit A (the “Scope of Services”). The Scope of Services is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2. Optional Services. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, set forth in the Broward County Procurement Code. If any goods or services under this Agreement, or the quantity thereof, are identified as optional (“Optional Services”), County may select the type, amount, and timing of such goods or services pursuant to a work authorization (“Work Authorization”) in substantially the form attached as Exhibit D executed by Contractor and County pursuant to this section. No such selection, when combined with those goods or services required under this Agreement, may 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 for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director’s delegated authority; and (c) any Work Authorization above the Purchasing Director’s delegated authority requires express approval by the Board. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Contractor shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall end three (3) years thereafter (“Initial Term”).

4.2. Extensions. County may renew this Agreement for three (3) additional one (1) year terms (each an “Extension Term”) by sending notice of renewal to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option.

4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no extension is available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in the provision of Services necessary for the ongoing operations of County, then the Purchasing Director may extend this Agreement on the same terms and conditions for period(s) not to exceed three (3) months in the aggregate. The Purchasing Director may exercise this option by written notice to Contractor stating the duration of the extended period, at least thirty (30) days prior to the end of the then-current term.

4.4. Extension Rates and Terms. All prices, terms, and conditions for the initial Agreement term shall remain fixed in accordance with the price sheet in Exhibit B. One Hundred Twenty (120) days prior to expiration of the initial Agreement term and each renewal period, if any, Contractor may request a price adjustment up to the maximum rate reflected in the change in the Employment Cost Index ("ECI") as defined below. County Purchasing Director, in his or her sole discretion, will determine if the requested adjustment is in the best interest of County, based upon current market conditions and information regarding similar services in the area.

In determining the amount of any adjustment to Agreement price, the County Purchasing Director shall consider the ECI, published by the U.S. Department of Labor's Bureau of Labor Statistics ("BLS") (Index published quarterly). For any renewal period, seventy (70%) percent of the unit prices for the labor cost portion may be adjusted by up to the percentage change in the ECI (Compensation, Civilian Workers, Not Seasonally Adjusted (December 2005 = 100) as published by BLS). All such adjustments of unit prices for the labor cost portion shall be at the sole discretion of the County Purchasing Director.

A percentage change shall not be more than: (A) the percentage change that occurred for the time periods between the newest ECI publication available at time of the price adjustment request and (B) the index published twelve (12) months prior to the current index. Any such price adjustment shall be limited to a maximum change of plus or minus three (3%) percent.

The adjusted Agreement unit prices shall be determined as follows: multiply the maximum percentage adjustment approved by County Purchasing Director (increase or decrease) and accepted by Contractor by the total labor cost (seventy (70%) percent of the Agreement unit prices) to determine the adjusted labor cost component of the Agreement unit prices; add the resulting labor component to the non-labor component (thirty (30%) percent of the initial term unit prices) to determine the adjusted renewal term unit prices to be used for the renewal period.

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

4.6. Time of the Essence. Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of Contractor required by this Agreement shall be completed no later than three (3) years after the Effective Date of the Agreement. Time is of the essence in performing 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, County will pay Contractor up to a maximum amount as follows:

Services/Goods	Not-To-Exceed Amount
Goods and Services	\$
Reimbursable Expenses	\$
Optional Services	\$
TOTAL NOT TO EXCEED	\$

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services. Unless and except to the extent expressly required in this Agreement, Contractor shall not be reimbursed for any expenses it incurs.

5.2. Method of Billing and Payment.

5.2.1. Contractor may submit invoices for compensation no more often than on a monthly basis, but only after the Services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall designate the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. If Contractor subcontracts any Services, Contractor shall submit a Certification of Payments to Subcontractors and Suppliers (Exhibit I) with each invoice. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Any invoice submitted by Contractor shall be in the amount set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced to County upon completion of all Services, unless otherwise stated in Exhibit B.

5.2.3. County shall pay Contractor within thirty (30) days of receipt of Contractor's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current County form and pursuant to instructions prescribed by the Contract

Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. Payment shall be made to Contractor at the address designated in the Notices section.

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

5.3. Reimbursable Expenses. For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, Contractor agrees to comply with Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that exceed those allowed by Section 112.061 or that have not been approved in writing in advance by the Contract Administrator.

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

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

[DELETE IF NOT APPLICABLE]

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

releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

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

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

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

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

6.5. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions 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. 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 Section 215.473, Florida Statutes.

Contractor represents and certifies that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

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

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

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

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

ARTICLE 7. INDEMNIFICATION

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

ARTICLE 8. INSURANCE

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

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

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

8.4. Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing

continuation of the required coverage(s). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

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

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

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

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

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

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

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be

maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain “extended reporting” coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Contractor shall be eligible for the compensation provided in Section 9.4 as its sole remedy.

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

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

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

9.2.3. By the Director of OESBD upon the disqualification of Contractor as a CBE or SBE if Contractor’s status as a CBE or SBE was a factor in the award of this Agreement and such status was misrepresented by Contractor, or upon the disqualification of one or more of Contractor’s CBE or SBE participants by County’s Director of OESBD if any such participant’s status as a CBE or SBE firm was a factor in the award of this Agreement and

such status was misrepresented by Contractor during the procurement or the performance of this Agreement.

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

9.4. If this Agreement is terminated for convenience by County, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County’s right to terminate this Agreement for convenience in the form of County’s obligation to provide advance notice to Contractor of such termination in accordance with Section 9.1.

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

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. 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 any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

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

10.3. Contractor will meet the required CBE goal by utilizing the CBE firms listed in Exhibit F (or a CBE firm substituted for a listed firm, if permitted) for [REDACTED] percent ([REDACTED]%) of total Services (the “Commitment”).

[USE FOLLOWING INSTEAD IF A CBE RESERVE PROJECT]

The Parties acknowledge that County has reserved this procurement solely for performance by CBE firms; therefore the CBE goal is one hundred percent (100%) of total Services under this Agreement (the “Commitment”). Contractor is a CBE firm and agrees that it will meet the Commitment by Contractor performing the Services without subcontracting, or by Contractor performing at least fifty percent (50%) of the Services and subcontracting the remainder to CBE

firms listed in Exhibit F (or CBE firms substituted or approved by OESBD during the term of this Agreement).

[USE FOLLOWING INSTEAD IF A SBE RESERVE PROJECT AND MODIFY REMAINDER OF ARTICLE 10 ACCORDINGLY]

The Parties acknowledge that County has reserved this procurement solely for performance by an SBE firm; therefore the SBE goal is one hundred percent (100%) of total Services under this Agreement (the "Commitment"). Contractor is an SBE firm and agrees that it will meet the Commitment by Contractor performing the Services without subcontracting, or by Contractor performing at least fifty percent (50%) of the Services and subcontracting the remainder to SBE firms listed in Exhibit F (or SBE firms substituted or approved by OESBD during the term of this Agreement).

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

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

10.6. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Contractor's breach of the

Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

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

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

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

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

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services

provided that such modifications do not increase the total cost to County or waive any rights of County.

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

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

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

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

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

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

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

Any material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-5500, lbanks@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 501, FORT LAUDERDALE, FLORIDA 33301.

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

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

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

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

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

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

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

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

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

FOR COUNTY:

Attn: Scott Campbell, Director
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: scampbell@broward.org

FOR CONTRACTOR:

[Redacted signature area]

Email address: [Redacted email address]

11.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

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

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

11.13. Compliance with Laws. Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without

limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

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

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

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

11.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

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

11.19. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared

with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Contractor.

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

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

11.22. Payable Interest

11.22.1. Payment of Interest. County shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

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

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

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

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

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

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

11.28. Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Contractor or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

11.29. Additional Security Requirements. Contractor shall comply with the Port Everglades Security Requirements attached hereto as Exhibit H.

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

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

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____

_____ day of _____, 20____

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

By: _____
[Name] _____ (Date)
Assistant County Attorney

By: _____
[Name] _____ (Date)
Deputy County Attorney

ABC/wp
_____.doc
10/01/2020
#_____

AGREEMENT BETWEEN BROWARD COUNTY AND [REDACTED] FOR
[REDACTED]

CONTRACTOR

WITNESSES: [REDACTED] CONTRACTOR NAME

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

_____ day of _____, 20____

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

EXHIBIT A
Scope of Services

SPECIFICATIONS AND REQUIREMENTS
JANITORIAL SERVICES – COUNTY FACILITIES

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PART 1

GENERAL SPECIFICATIONS AND REQUIREMENTS

JANITORIAL SERVICES FOR VARIOUS BROWARD COUNTY FACILITIES

SECTION 1 – DEFINITIONS

1. DEFINITIONS AND IDENTIFICATIONS

FOR PURPOSES OF THIS SOLICITATION, REFERENCE TO ONE GENDER SHALL INCLUDE THE OTHER, USE OF THE PLURAL SHALL INCLUDE THE SINGULAR, AND USE OF THE SINGULAR SHALL INCLUDE THE PLURAL. THE WORDS FACILITY AND BUILDING ARE CONSIDERED INTERCHANGEABLE. THE FOLLOWING DEFINITIONS APPLY UNLESS THE CONTEXT IN WHICH THE WORD OR PHRASE IS USED REQUIRES A DIFFERENT DEFINITION:

- 1.1. **ACCEPTABLE QUALITY LEVEL:** A LEVEL OF SERVICE THAT MEETS ALL SPECIFICATIONS OF THIS SOLICITATION AND IS DEFECT FREE.
- 1.2. **ADHERED SOIL:** ANY FOREIGN MATTER, SOLID OR LIQUID, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: OIL, WATER, DRIED MUD, ADHESIVES, OR CAKED OIL ABSORBENT COMPOUNDS.
- 1.3. **ASSISTANT PROJECT MANAGER:** THE POSITION IN THE CONTRACTOR'S ORGANIZATION THAT IS RESPONSIBLE FOR ASSISTING THE PROJECT MANAGER WITH THE OVERALL PERFORMANCE OF THE CONTRACT.
- 1.4. **AWARD:** THE ACCEPTANCE OF AN OFFER OR PROPOSAL BY THE PROPER GOVERNMENTAL AUTHORITY.
- 1.5. **BARC:** BROWARD ADDICTION RECOVERY CENTER.
- 1.6. **BCAD:** BROWARD COUNTY AVIATION DEPARTMENT.
- 1.7. **BID BOND (BID GUARANTEE):** AN INSURANCE AGREEMENT, ACCOMPANIED BY A MONETARY COMMITMENT, BY WHICH A THIRD PARTY (THE SURETY) ACCEPTS LIABILITY AND GUARANTEES THAT THE PROPOSER WILL NOT WITHDRAW THE SOLICITATION, THE PROPOSER WILL FURNISH BONDS AS REQUIRED, AND IF THE SOLICITATION IS AWARDED TO THE ADHERED PROPOSER, THE PROPOSER WILL ACCEPT THE CONTRACT AS RESPONDED OR THE SURETY WILL PAY A SPECIFIC AMOUNT.
- 1.8. **BI-MONTHLY:** EVERY TWO MONTHS.
- 1.9. **BI-WEEKLY:** EVERY TWO WEEKS.
- 1.10. **BOARD:** THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS.
- 1.11. **BSO:** BROWARD SHERIFF'S OFFICE.
- 1.12. **BUILDING SURFACES:** FOR THE PURPOSE OF THIS SOLICITATION THE USE OF THE TERM BUILDING SURFACES AS A CATEGORY OF MATERIAL INCLUDES ALL ITEMS COMPRISING AND ATTACHED TO THE INTERIOR BUILDING AREAS COVERED BY THIS SOLICITATION. IT INCLUDES ALL ITEMS WITHIN THE INTERIOR BUILDING AREAS COVERED BY THIS SOLICITATION. IT INCLUDES ALL ITEMS COMPRISING AND ATTACHED TO THE EXTERIOR

BUILDING AREAS COVERED BY THIS SOLICITATION. IT INCLUDES ALL ITEMS WITHIN THE EXTERIOR BUILDING AREAS COVERED BY THIS SOLICITATION. THE ONLY ITEMS EXCLUDED FROM THIS DEFINITION ARE ITEMS WITHIN WALL AND CEILING CAVITIES, COMPUTER MONITOR SCREENS, INFORMATION TECHNOLOGY SERVER RACKS, PAPERWORK AND TENANTS' PERSONAL ITEMS, UNLESS THE AFOREMENTIONED ITEMS ARE SPECIFICALLY REQUESTED TO BE CLEANED BY SOMEONE HAVING AUTHORITY TO MAKE SUCH A REQUEST.

1.13. **BURNISHING:** SEE TECHNICAL SPECIFICATIONS SECTION.

1.14. **CARPET FLOORS:** FOR THE PURPOSE OF THIS SOLICITATION THE USE OF THE TERM CARPET FLOORS AS A CATEGORY OF MATERIAL INCLUDES ALL FLOORS THAT ARE COVERED IN CARPET. THIS INCLUDES, BUT IS NOT LIMITED TO, ALL CARPET, BROADLOOM CARPET, CARPET TILE, WALK-OFF CARPET, RUGS, MATS, AND ENTRYWAY SYSTEMS THAT HAVE CARPET STRIPS OR CARPET-LIKE STRIPS IN THEM. THESE SPECIFIC SUB-CATEGORIES MAY BE MENTIONED IN SOME INSTANCES TO IDENTIFY SPECIFIC CLEANING REQUIRED FOR AN ITEM. IF THE TERM IS USED IT IS INTENDED TO INCLUDE ANY AND ALL SUB-CATEGORY PRODUCTS IN THAT SPACE. SEE TECHNICAL SPECIFICATIONS SECTION.

1.15. **CHEMICAL COMPATIBILITY:** SEE CLEANING PRODUCTS SECTION.

1.16. **CLEAN:**

- THE COMPLETE, COMPREHENSIVE, AND THOROUGH CLEANING OF ANY ITEM SUBJECT TO CLEANING, INCLUDING CORNERS, INSIDE, OUTSIDE, TOP, BOTTOM, UNDER AND OVER ALL SURFACES.
- THE ABSENCE OF MARKS, STREAKS, SPOTS, STAINS FROM ALL STAINLESS STEEL, CHROME, BRASS, AND OTHER BRIGHT METAL SURFACES. ALL WORK SHALL BE POLISHED TO A DRY SHEEN.
- THE ABSENCE OF ANY STAINS, BACTERIA GROWTH, SPORE FORMATIONS AND GRIME THAT CAN BE ELIMINATED BY THE APPROPRIATE WET, HAND SCRUBBING TECHNIQUES.
- THE ABSENCE OF ANY SURFACE MARKS, INCLUDING FINGERPRINTS, SPILLS OR OTHER UNDESIRABLE ADHERED SURFACE RESIDUE THAT CAN BE ELIMINATED BY APPROPRIATE DAMP OR WET CLEANING TECHNIQUES.
- THE ABSENCE OF DUST, LINT AND OTHER LOOSE IN-FIBER ACCUMULATION IN FABRIC AND CARPETED AREAS THAT CAN BE ELIMINATED BY APPROPRIATE VACUUM CLEANING TECHNIQUES.
- THE ABSENCE OF STAINS AND OTHER ADHERED IN-FIBER ACCUMULATION IN FABRIC AND CARPETED AREAS THAT CAN BE ELIMINATED BY APPROPRIATE SPOT CLEANING OR HOT WATER EXTRACTION TECHNIQUES.
- THE ABSENCE OF ODORS IN FABRIC AND CARPETED AREAS THAT CAN BE ELIMINATED BY HOT WATER EXTRACTION TECHNIQUES AND APPLICATION OF SANITIZER.
- THE ABSENCE OF LOOSE DUST, DIRT, LINT, OR SPIDER WEBS ON ANY SURFACE OF ANY ITEM SUBJECT TO APPROPRIATE DUSTING OR SWEEPING/DUST MOPPING TECHNIQUES.

- THE ABSENCE OF ADHERED DIRT BUILD-UP ON ANY SURFACE OF ANY ITEM SUBJECT TO APPROPRIATE MOPPING TECHNIQUES.
- THE ABSENCE OF TIGHTLY ADHERED DIRT BUILD-UP ON ANY SURFACE OF ANY ITEM SUBJECT TO APPROPRIATE MACHINE OR MANUAL SCRUBBING TECHNIQUES.
- THE ABSENCE OF ANY SOIL, WAX, OR OTHER UNDESIRABLE ADHERED BUILD UP WHICH CAN BE ELIMINATED BY APPROPRIATE HEAVY DUTY, CYCLE, OR PROJECT CLEANING TECHNIQUES.
- THE ABSENCE OF SCRATCHES, SCUFF MARKS, WORN AREAS AND DULL AREAS.
- THE ABSENCE OF STANDING WATER RELATED TO JANITORIAL SERVICES.
- THE PRESENCE OF APPROPRIATE SURFACE GLOSS, PROTECTION, OR REFLECTIVE CAPACITY IN LINE WITH "LIKE NEW" OR DESIGNATED GLOSS LEVELS WITHOUT STREAKS, SWIRLS, OR DEBRIS.
- THE PRESENCE OF APPROPRIATE FINISHES APPLIED IN THE APPROPRIATE MANNER TO PRODUCE A SLIP RESISTANT SURFACE.
- THE ABSENCE OF GRAFFITI.
- THE ABSENCE OF CHEWING GUM AND OTHER SIMILAR SUBSTANCES FROM FLOORS, CARPET, SIDEWALKS, STAIRWELLS, OR ANY OTHER SURFACES.
- THE ABSENCE OF LITTER OR UNDESIRABLE DEBRIS THAT CAN BE ELIMINATED BY APPROPRIATE POLICING TECHNIQUES.
- THE ABSENCE OF STREAKS, SOIL, OTHER RESIDUE, OR LATENT ODOR.
- THE ABSENCE OF INFECTIOUS ORGANISMS, WHICH IS ACHIEVED BY APPLYING A PRODUCT THAT KILLS THEM.
- THE PRESENCE AT ALL TIMES OF A GERMICIDAL SOLUTION TO FILL THE DRAIN TRAP AND PREVENT THE ESCAPE OF SEWER GAS.
- THE PRESENCE OF SUFFICIENT PRODUCT TO LAST UNTIL NEXT SCHEDULED SERVICE.
- THE ABSENCE OF RECYCLABLES IN THE BUILDING. RECYCLABLES SHALL BE COLLECTED AND REMOVED TO DESIGNATED AREA, WHICH SHALL BE MAINTAINED IN A NEAT AND TIDY CONDITION.
- THE ABSENCE OF TRASH IN THE BUILDING. TRASH SHALL BE COLLECTED AND REMOVED TO DESIGNATED AREA WHICH SHALL BE MAINTAINED IN A NEAT AND TIDY CONDITION.
- THE ABSENCE OF SOIL, LITTER, DUST, INCRUSTATION, AND ODORS IN DEBRIS RECEPTACLES. THEY SHALL BE CLEANED AS NEEDED.

- MAINTAINED ACCORDING TO COUNTY AND MANUFACTURER’S SPECIFICATIONS.
- A SURFACE WILL BE CONSIDERED CLEAN IF:
 - 1) IMMEDIATELY AFTER WIPING IT WITH A CLEAN WHITE GLOVE, THERE IS NEITHER A VISIBLE CHANGE IN THE APPEARANCE OF THE SURFACE NOR THE APPEARANCE OF A VISIBLE MARK ON THE GLOVE.

OR

- 2) THE CONTRACTOR DEMONSTRATES TO THE SATISFACTION OF THE CONTRACT ADMINISTRATOR OR ITS DESIGNEE THAT ANY VISIBLE DIRT, DUST, FOREIGN MATTER, FILM, GRIME, STAINS, FINGERPRINTS, STREAKS, SPOTS, BLEMISHES, AND/OR CHEMICALS RESIDUES THAT REMAIN ON THE SURFACE AFTER CLEANING CANNOT BE REMOVED WITHOUT PERMANENTLY DAMAGING THE UNDERLYING SURFACE.

- 1.17. **CLEANING:** SEE TECHNICAL SPECIFICATIONS SECTION.
- 1.18. **CLEANING PRODUCTS, SUPPLIES AND MATERIALS:** ALL CONSUMABLE AND OTHER SUPPLIES, PRODUCTS, MATERIALS, OR ANY OTHER ITEM OR ARTICLE REQUIRED TO PROPERLY EXECUTE THE TERMS AND PROVISIONS OF THIS AGREEMENT WHICH ARE TO BE FURNISHED BY CONTRACTOR AT ITS SOLE COST AND EXPENSE UNLESS SPECIFICALLY INDICATED IN THIS AGREEMENT AS BEING FURNISHED BY COUNTY. CONTRACTOR WILL ALSO SUPPLY THE AFOREMENTIONED ITEMS FOR COUNTY STAFF THAT PROVIDE CLEANING SERVICES DURING NORMAL BUSINESS HOURS. ALL CLEANING SUPPLIES AND MATERIALS MUST BE APPROVED BY THE CONTRACT ADMINISTRATOR PRIOR TO BEING USED. SEE GREEN CLEANING AND CLEANING PRODUCTS, PAPER PRODUCTS AND TRASH BAGS SECTION.
- 1.19. **COMPONENT:** FOR THE PURPOSE OF THIS AGREEMENT A COMPONENT IS AN ITEM OR CATEGORY OF ITEMS WITHIN THE FACILITY. EXAMPLES WOULD BE WATER FOUNTAINS OR DESKS.
- 1.20. **CONTRACT:** ALL TYPES OF BINDING AGREEMENTS, REGARDLESS OF WHAT THEY MAY BE CALLED, FOR THE PROCUREMENT OR DISPOSAL OF SUPPLIES, SERVICES, OR CONSTRUCTION.
- 1.21. **CONTRACT ADMINISTRATOR:** THE COUNTY EMPLOYEE WHO IS RESPONSIBLE FOR THE MANAGEMENT OF THE CONTRACT.
- 1.22. **CORRECTIVE/PREVENTIVE ACTION:** PROCESSES AND PLANS TO IMPROVE OR ELIMINATE CAUSES OF NON-CONFORMITIES OR OTHER UNDESIRABLE SITUATIONS. CORRECTIVE ACTIONS ARE IMPLEMENTED IN RESPONSE TO CUSTOMER COMPLAINTS, UNDESIRED LEVELS OF INTERNAL NON-CONFORMITY, CONTRACT NON-COMPLIANCE OR OTHER PRODUCTS AND PROCESSES IDENTIFIED BY CONTRACT ADMINISTRATOR. PREVENTIVE ACTIONS ARE IMPLEMENTED IN RESPONSE TO THE IDENTIFICATION OF POTENTIAL SOURCES OF NON-CONFORMITY.
- 1.23. **DAILY:** AT LEAST ONCE PER DAY OF SERVICE.
- 1.24. **DAILY AS NEEDED:** AT LEAST ONCE PER DAY OF SERVICE WHEN THE INDICATED BUILDING SURFACE IS NOT CLEAN.

- 1.25. **DAMP-WIPING:** SEE TECHNICAL SPECIFICATION SECTION.
- 1.26. **DAY/NIGHT PORTER:** DAY PORTER IS ASSIGNED TO A BUILDING TO PROVIDE SUPPLEMENTAL JANITORIAL SERVICES TO MAINTAIN THE DESIRED LEVEL OF CLEANLINESS CONSISTENTLY THROUGHOUT THE SHIFT. SUCH TASKS MAY BE IDENTIFIED AS POLICING OR OTHER ADDITIONAL DUTIES AS MAY BE REQUIRED AT THE ASSIGNED BUILDING NOT SPECIFICALLY IDENTIFIED IN THE SPECIFICATIONS. THESE ADDITIONAL TASKS WILL BE ASSIGNED IN CONCERT WITH THE SITE CONTRACT ADMINISTRATOR AND THE TENANT OF THE BUILDING. ALL IMMEDIATE ACTION CALLS SHALL BE DIRECTED TO THE DAY/NIGHT PORTER BY THE CONTRACT ADMINISTRATOR OR HIS/HER DESIGNEE. THE DAY/NIGHT PORTER MUST RESPOND TO SUCH CALLS IMMEDIATELY. RESPONSE TIME SHALL BE WITHIN FIVE MINUTES. DAY/NIGHT PORTER ARE TO MONITOR ALL RESTROOMS EVERY TWO (2) HOURS TO ENSURE RESTROOMS ARE THOROUGHLY CLEANED. WHEN MONITORING THE RESTROOMS, NOTE THE APPROPRIATE ITEMS ON THE RESTROOM CHECKLIST AND POST THIS CHECKLIST ON THE BACK OF EACH RESTROOM ENTRANCE DOOR.
- 1.27. **DAY SERVICE (ADDITIONAL PORTER):** AN EMPLOYEE ASSIGNED TO DAY SERVICE TO PROVIDE JANITORIAL SERVICE IS NOT CONSIDERED AS A REGULARLY SCHEDULED DAY PORTER. AN EMPLOYEE ASSIGNED TO DAY SERVICE MAY PROVIDE IMMEDIATE ACTION CALLS FOR REQUIRED ADDITIONAL AND EMERGENCY SERVICES OCCURRING WHILE ON DUTY.
- 1.28. **DEBRIS RECEPTACLE:** ASHTRAYS, URNS, WASTEBASKETS, TRASH CONTAINERS AND RECYCLING CONTAINERS.
- 1.29. **DEFICIENCY:** AN INSTANCE OF NON-COMPLIANCE WITH A SOLICITATION REQUIREMENT. A DEFECT MAY BE CAUSED BY EITHER NON-PERFORMANCE OR POOR PERFORMANCE.
- 1.30. **DESIGNATED CONTRACT ADMINISTRATOR (DCA):** THE RANKING MANAGERIAL EMPLOYEE FOR EACH LOCATION OR AN EMPLOYEE EXPRESSLY DESIGNATED BY DIRECTOR OF THE FACILITIES MANAGEMENT DIVISION ASSIGNED SPECIFIC AUTHORITY TO ACT ON BEHALF OF THE CONTRACT ADMINISTRATOR IN THE ADMINISTRATION AND MANAGEMENT OF THE CONTRACT. THE DESIGNATED CONTRACT ADMINISTRATOR HAS THE RESPONSIBILITY TO ENSURE THAT THE PROVISIONS OF THE SOLICITATION ARE COMPLIED WITH BY BOTH THE COUNTY AND CONTRACTOR. THE PRIMARY RESPONSIBILITIES OF THE DESIGNATED CONTRACT ADMINISTRATOR ARE TO COORDINATE AND COMMUNICATE WITH CONTRACTOR AND TO MANAGE AND SUPERVISE SERVICES PROVIDED UNDER THE TERMS AND CONDITIONS OF THIS SOLICITATION.
- 1.31. **DIRT:** ANY FILTH OR SOILING SUBSTANCES OR FOREIGN MATTER, SOLID OR LIQUID, INCLUDING MUD AND DUST.
- 1.32. **DISINFECTING:** SEE TECHNICAL SPECIFICATION SECTION.
- 1.33. **DRY COMPOUND METHOD:** SEE TECHNICAL SPECIFICATION SECTION.
- 1.34. **DUST:** FINE PARTICULATE MATTER DERIVED FROM MANY SOURCES INSIDE AND OUTSIDE THE BUILDING. IT IS LIGHT ENOUGH TO BECOME AIRBORNE, SO IT CAN BUILD UP ON ANY SURFACE. IT IS OFTEN HELD IN PLACE BY STATIC ELECTRICITY, WHICH INCREASES THE DIFFICULTY OF REMOVAL.
- 1.35. **DUSTING:** SEE TECHNICAL SPECIFICATION SECTION.

- 1.36. **DUSTING, HIGH:** SEE TECHNICAL SPECIFICATION SECTION.
- 1.37. **DUSTING, LOW:** SEE TECHNICAL SPECIFICATION SECTION.
- 1.38. **DUSTING, OVERHEAD:** SEE TECHNICAL SPECIFICATION SECTION.
- 1.39. **EDGING:** SEE TECHNICAL SPECIFICATION SECTION.
- 1.40. **EMBEDDED SOIL:** ADHERED SOIL THAT HAS PENETRATED INTO THE MATRIX OF THE SURFACE.
- 1.41. **EMPLOYEES:** ALL PERSONNEL ENGAGED BY CONTRACTOR TO PERFORM THE SERVICES CONTEMPLATED BY THIS SOLICITATION.
- 1.42. **EMPLOYEES, SECOND PARTY'S:** ALL RECIPIENTS OF THE SECOND PARTY'S (AS DEFINED BELOW) INTERNAL REVENUE SERVICE W-2 FORM.
- 1.43. **ENTRYWAY SYSTEMS:** LOOSE RUGS, LOOSE MATS, LOOSE RUNNERS, ATTACHED WALK-OFF CARPET, IMBEDDED METAL GRILLES, WITH OR WITHOUT CARPET INSERTS, ETC. THAT ARE LOCATED AT THE ENTRANCE(S) TO THE BUILDING OR AT THE ENTRANCES TO AREAS WITHIN THE BUILDING TO COLLECT DIRT AS PEOPLE ENTER THESE AREAS.
- 1.44. **ENVELOPE:** ALL AREAS WITHIN THE FLOORS, WALLS, AND CEILING OF THE INTERIOR OF THE BUILDING AND INCLUDE ALL ITEMS ATTACHED OR NOT ATTACHED INSIDE THE CUBE OF THE INTERIOR BUILDING SURFACES.
- 1.45. **EQUIPMENT:** SEE EQUIPMENT SPECIFICATIONS AND STANDARDS SECTION.
- 1.46. **FACILITY AREA:** A PORTION OF A BUILDING COVERED BY THIS SOLICITATION THAT HAS EASILY DEFINABLE BOUNDARIES FOR THE PURPOSE OF CONDUCTING JANITORIAL INSPECTIONS.
- 1.47. **FILM:** A THIN FILM COATING THAT USUALLY BUILDS UP OVER TIME AND OFTEN IS SO UNIFORM THAT IT GOES UNNOTICED. AIR POLLUTION IS A MAJOR CONTRIBUTOR TO FILM FORMATION. FILM IS FOUND ON INFREQUENTLY CLEANED TOILET BOWLS DUE TO FOREIGN OR IMPURITIES SETTLING OUT OF THE TAP WATER. FILM IS ALSO FOUND ON THE INSIDE SURFACES OF EXTERIOR GLASS.
- 1.48. **GREEN BUILDING:** SEE GREEN CLEANING SECTION.
- 1.49. **GREEN CLEANING PRACTICES:** SEE GREEN CLEANING SECTION.
- 1.50. **GRIME:** FOREIGN MATTER THAT CLINGS TO OR IS EMBEDDED IN A SURFACE. IT BECOMES EMBEDDED OR BUILT UP BY REPEATED TOUCHING OR HANDLING, SUCH AS A DOOR HANDLE OR LIGHT SWITCH. CARELESS OR INCOMPLETE CLEANING PROCEDURES MAY CONTRIBUTE TO THE DEVELOPMENT OF GRIME.
- 1.51. **GRIT:** COARSE PARTICULATE MATTER SUCH AS SAND, FRAGMENTS OF METAL AND/OR GLASS, AND SALT (BEFORE THEY ABSORB MOISTURE AND LIQUEFY).
- 1.52. **GROUNDS:** LAND, PARKING LOTS, ROADWAYS, WALKS, ETC. AT THE AIRPORT OR ITS OFF-SITE ADMINISTRATIVE LOCATIONS.

- 1.53. **GUM:** FOR THE PURPOSE OF THIS SOLICITATION THE USE OF THE TERM GUM AS A CATEGORY OF MATERIAL INCLUDES CHEWING GUM AND ANY OTHER THICK, STICKY SUBSTANCE THAT BECOMES ADHERED TO BUILDING SURFACES.
- 1.54. **HARD FLOORS:** FOR THE PURPOSE OF THIS SOLICITATION THE USE OF THE TERM HARD FLOORS AS A CATEGORY OF MATERIAL INCLUDES ALL FLOORS THAT ARE NOT COVERED IN CARPET. THIS INCLUDES, BUT IS NOT LIMITED TO, FINISHED OR UNFINISHED CONCRETE, TERRAZZO, CERAMIC TILE, PORCELAIN TILE, VINYL TILE, RESINOUS FLOORING, LINOLEUM FLOORING AND EPOXY FLOORING. THESE SPECIFIC SUB-CATEGORIES MAY BE MENTIONED IN SOME INSTANCES TO IDENTIFY SPECIFIC CLEANING REQUIRED FOR AN ITEM. IF THE TERM IS USED IT IS INTENDED TO INCLUDE ANY SUB-CATEGORY PRODUCTS IN THAT SPACE. SEE TECHNICAL SPECIFICATIONS SECTION.
- 1.55. **HAZARDOUS/BIO-HAZARDOUS MATERIALS:** ANY BODILY FLUIDS (INCLUDING BUT NOT LIMITED TO BLOOD, FECES, VOMIT) , WASTES, SUBSTANCES, RADIATION, OR MATERIALS (WHETHER SOLIDS, LIQUIDS OR GASES) WHICH ARE HAZARDOUS, TOXIC, INFECTIOUS, EXPLOSIVE, RADIOACTIVE, CARCINOGENIC, OR MUTAGENIC; WHICH ARE OR BECOME DEFINED AS "POLLUTANTS" "CONTAMINANTS," "HAZARDOUS MATERIALS," "HAZARDOUS WASTES," "HAZARDOUS SUB-STANCES," "TOXIC SUBSTANCE," "RADIOACTIVE MATERIALS," "SOLID WASTES," OR OTHER SIMILAR DESIGNATIONS IN, OR OTHERWISE SUBJECT TO REGULATION UNDER, ANY LAWS; WHICH THREATENS TO CAUSE A NUISANCE PURSUANT TO APPLICABLE STATUTORY OR COMMON LAW UPON THE PREMISES OR TO ADJACENT PROPERTIES; WHICH CONTAIN POLYCHLORINATED BIPHENYLS (PCBs), ASBESTOS, LEAD-BASED PAINTS, UREA FORMALDEHYDE FOAM INSULATION, AND PETROLEUM OR PETROLEUM PRODUCTS (INCLUDING, WITHOUT LIMITATION, GASOLINE, CRUDE OIL OR ANY FRACTION THEREOF); OR WHICH POSE A HAZARD TO HUMAN HEALTH, SAFETY, NATURAL RESOURCES, INDUSTRIAL HYGIENE, OR THE ENVIRONMENT, OR AN IMPEDIMENT TO WORKING CONDITIONS.
- 1.56. **HAZARDOUS MATERIALS, SECOND PARTY'S:** THE SECOND PARTY'S (AS DEFINED BELOW) HAZARDOUS MATERIALS ARISING OUT OF THE SECOND PARTY'S PAST, PRESENT, OR FUTURE USE OR OCCUPANCY OF THE PREMISE OR THE SECOND PARTY'S ACTS OR OMISSIONS. "THE SECOND PARTY'S HAZARDOUS MATERIALS" INCLUDES, BUT IS NOT LIMITED TO ANY HAZARDOUS MATERIALS GENERATED, USED, STORED, RELEASED, DISCHARGED, TREATED, DISPOSED OF, MANAGED OR TRANSPORTED BY THE SECOND PARTY OR TRANSPORTED TO THE PREMISES UNDER AN CONTRACT WITH THE SECOND PARTY. AS USED HEREIN, THE SECOND PARTY INCLUDES THE SECOND PARTY'S EMPLOYEES, AGENTS, SUCCESSORS, CONTRACTORS, SUBCONTRACTORS, OR PERSONS ACTING ON BEHALF OF THE SECOND PARTY.
- 1.57. **HCS:** HAZARDOUS COMMUNICATION STANDARD ALSO KNOWN AS "HAZCOM" OR "RIGHT TO KNOW."
- 1.58. **HEPA FILTER:** A HIGH EFFICIENCY PARTICULATE VACUUM FILTER WHICH REMOVES 99.9% OF ALL ARTICULATES TO 0.3 MICRONS OF HARMFUL PARTICLES, INCLUDING DUST, MOLD SPORES, DUST MITES, PET DANDER AND OTHER TROUBLESOME ALLERGENS.
- 1.59. **HIGH TRAFFIC AREAS:** PORTIONS OF THE BUILDING WERE A LARGE NUMBER OF PEOPLE PASS THROUGH OR WORK. THESE AREAS INCLUDE, BUT ARE NOT LIMITED TO, MAIN LOBBIES, SECONDARY LOBBIES, VESTIBULES, AND PUBLIC HALLWAYS.
- 1.60. **HIPAA:** HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

- 1.61. **HOLIDAYS:** HOLIDAYS OBSERVED BY COUNTY.
- 1.62. **HOT WATER EXTRACTION:** SEE TECHNICAL SPECIFICATION SECTION.
- 1.63. **IAQ:** INDOOR AIR QUALITY.
- 1.64. **JANITORIAL CONTRACT COMPLIANCE REPORT:** A MICROSOFT® EXCEL REPORT INITIATED BY THE CONTRACT ADMINISTRATOR WHICH DOCUMENTS CONTRACTOR'S PERFORMANCE AT INTERVALS DETERMINED THE PREVIOUS RATING. THE REPORT MAY REQUIRE THE CONTRACTOR TO EXPLAIN IN WRITING WHY PERFORMANCE WAS UNSATISFACTORY, HOW PERFORMANCE WILL BE RETURNED TO SATISFACTORY LEVELS, THE DATE AND EMPLOYEE WHO CORRECTED THE DEFICIENCY, AND THE CORRECTIVE ACTION THAT WILL BE TAKEN TO PREVENT RECURRENCE.
- 1.65. **JC:** JOINT COMMISSION.
- 1.66. **JANITORIAL WORKER:** AN INDIVIDUAL IN CONTRACTOR'S ORGANIZATION WHO PERFORMS HOUSEKEEPING AND JANITORIAL TASKS. THIS INDIVIDUAL MAY ALSO BE KNOWN AS A CLEANER, CUSTODIAN OR HOUSEKEEPING WORKER.
- 1.67. **JOB SITE:** THE AREA WITHIN COUNTY'S PROPERTY LINES OR PORTIONS OF SUCH AREA THAT ARE DEFINED WITHIN THIS SPECIFICATION.
- 1.68. **KEY PERSONNEL:** THE INDIVIDUAL(S) EMPLOYED BY THE CONTRACTOR, WHO HAS THE RESPONSIBILITY AND AUTHORITY FOR FULFILLING ANY OF THE REQUIREMENTS OF THIS TECHNICAL SPECIFICATIONS AND/OR THE ASSOCIATED SOLICITATION.
- 1.69. **LAW OR LAWS:** INCLUDES BUT IS NOT LIMITED TO AUTHORITY, LOCAL, STATE, FEDERAL, OR REGIONAL STATUTES, REGULATIONS, ORDINANCES, RULES, POLICIES, DIRECTIVES, ORDERS, DEMANDS, OR OTHER LAWS OF WHATEVER NATURE, AS THEY NOW EXIST OR MAY HEREINAFTER BE ADOPTED OR AMENDED.
- 1.70. **LEED:** LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN.
- 1.71. **LEED v4 OPERATIONS AND MAINTENANCE:** CURRENT VERSION OF LEED REFERENCED IN THIS SOLICITATION.
- 1.72. **LINT:** CLINGING BITS OF FIBER, HAIR OR THREAD THAT CLING TO SURFACES. LINT MAY INCLUDE SUCH THINGS AS CARPET FIBERS, FUZZ FROM SWEATERS AND COBWEBS.
- 1.73. **LITTER:** ANY ITEM(S) OR THE REMAINS OF ANY ACTIVITY THAT HAS BEEN DISCARDED, INCLUDING BUT NOT LIMITED TO PAPER, CANS, AND BOTTLES. WASTEPAPER, BRANCHES DETACHED FROM TREES AND SHRUBS, BEVERAGE CONTAINERS, DEAD BIRDS, AND DEAD ANIMALS, BUT NOT BE LIMITED TO.
- 1.74. **LOOSE SOIL:** ANY FOREIGN PARTICLES NOT STUCK TO THE SURFACE.
- 1.75. **MACHINE SCRUBBING:** SEE TECHNICAL SPECIFICATIONS SECTION.

- 1.76. **MAINTENANCE:** THE UPKEEP OF PROPERTY AND THE WORK TO KEEP IT CLEAN AND PRESENTABLE ACCORDING TO THE TECHNICAL SPECIFICATIONS OF THIS SOLICITATION.
- 1.77. **MAINTENANCE/PERFORMANCE BOND:** PROVIDED BY THE SUCCESSFUL PROPOSER AFTER AWARD TO PROTECT THE COUNTY FROM LOSS DUE TO CONTRACTOR'S INABILITY TO COMPLETE THE CONTRACT AS AGREED; SECURES THE FULFILLMENT OF ALL SOLICITATION REQUIREMENTS.
- 1.78. **MASTER AGREEMENT:** ALSO DESIGNATED PRICE AGREEMENT, MEANS A CONTRACT WHEREBY AN INDEFINITE QUANTITY OF SUPPLIES, SERVICES, ARE TO BE PROCURED OVER AN IDENTIFIED TIME SPAN. THIS CONTRACT HAS FIXED UNIT OR PERIODIC PRICE TO BE APPLIED TO RELEASES FROM THE COUNTY.
- 1.79. **MOPPING:** SEE TECHNICAL SPECIFICATIONS SECTION.
- 1.80. **MRSA:** A "STAPH SUPER BUG" METHICILLIN-RESISTANT STAPHYLOCOCCUS AUREUS (MRSA) WHICH IS SPREAD THROUGH SKIN-TO-SKIN CONTACT, BY SHARING CONTAMINATED OBJECTS OR COMING INTO CONTACT WITH CONTAMINATED SURFACES.
- 1.81. **MSDS:** MATERIAL SAFETY DATA SHEET.
- 1.82. **NJCC: NANCY J COTTERMAN CENTER**
- 1.83. **NON-PUBLIC AREAS:** SPACES AND AREAS NOT NORMALLY USED BY THE PUBLIC, SUCH AS ADMINISTRATIVE AREAS, OFFICES, AND CONFERENCE ROOMS.
- 1.84. **OPEN-END CONTRACT:** ALSO DESIGNATED PRICE MASTER AGREEMENT; A CONTRACT WHEREBY AN INDEFINITE QUANTITY OF SUPPLIES, SERVICES, ARE TO BE PROCURED OVER AN IDENTIFIED TIME SPAN. THIS CONTRACT HAS FIXED UNIT PRICES TO BE APPLIED TO RELEASES FROM THE COUNTY.
- 1.85. **OSHA:** U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. OSHA IS THE FEDERAL GOVERNMENT AGENCY RESPONSIBLE FOR PROVIDING THE RULES AND REGULATIONS ON SAFETY AND HEALTH REQUIREMENTS IN THE WORKPLACE.
- 1.86. **PASS THRU:** CONTRACTOR MAY CHARGE THE COUNTY THE SAME INVOICE PRICES CHARGED BY ITS SUPPLIERS FOR ADDITIONAL SUPPLIES WHEN NEEDED FOR ADDITIONAL SERVICES AS PER SCOPE OF WORK SECTION. A COPY OF CONTRACTOR'S INVOICE(S) FROM ITS SUPPLIER FOR THE ADDITIONAL MATERIALS MUST BE SUBMITTED WITH CONTRACTOR'S INVOICE FOR PAYMENT. THE COUNTY RESERVES THE RIGHT TO REQUEST VERIFICATION. FOR EXAMPLE, CONTRACTOR MAY BE REQUESTED TO PROVIDE ADDITIONAL JANITORIAL SERVICES WHEN A GOVERNMENTAL BUILDING OR LIBRARY IS USED AS AN ELECTION POLLING PLACE OR OTHER SPECIAL EVENTS WHICH MAY RESULT IN ADDITIONAL MATERIAL COST FOR SUCH ITEMS AS HAND TOWELS, TOILET PAPER AND HAND SOAP. IF THE CONTRACT ADMINISTRATOR HAS REQUESTED CONTRACTOR PROVIDE THE ADDITIONAL SERVICES AND APPROVES THE ADDITIONAL PURCHASES, THEN, THE COST FOR THE ADDITIONAL SUPPLIES MAY BE PROCESSED ON A "PASS THRU" BASIS.
- 1.87. **POLICING:** SEE TECHNICAL SPECIFICATION SECTION.

- 1.88. **PREMISES:** ALL AREAS DESIGNATED BY THIS SOLICITATION AND EXHIBITS, INCLUDING ALL FIXTURES, EQUIPMENT, AND OTHER PROPERTY OF COUNTY LOCATED THEREIN AS THE PLACE OR PLACES WHERE THE BUSINESS OF THE CONTRACTOR IS TO BE CONDUCTED.
- 1.89. **PRODUCT DATA SHEETS:** INFORMATIONAL SHEETS PRODUCED BY MANUFACTURERS TO DESCRIBE THEIR PRODUCTS. THESE SHEETS ARE FREQUENTLY MORE DESCRIPTIVE THAN MSDS/SDS INFORMATION.
- 1.90. **PROJECT MANAGER (PM):** THE POSITION IN THE CONTRACTOR'S ORGANIZATION THAT IS RESPONSIBLE FOR THE OVERALL PERFORMANCE OF THE CONTRACT. THE INDIVIDUAL WILL BE DIRECTLY RESPONSIBLE FOR ALL CONTRACTOR PERSONNEL.
- 1.91. **PROJECT CREW:** A STAFF OF CONTRACTOR'S CUSTODIAL PERSONNEL DEDICATED SPECIFICALLY TO THE PERFORMANCE OF PROJECT WORK AS DEFINED IN THIS SOLICITATION. THE SIZE OF THE PROJECT CREW MAY VARY FROM TIME-TO-TIME AS CONDITIONS MAY WARRANT. IF ADDITIONAL PROJECT PERSONNEL ARE REQUIRED TO PERFORM SERVICES AS SPECIFIED IN THE CONTRACT, IT SHALL BE AT NO ADDITIONAL COST TO COUNTY.
- 1.92. **PROJECT WORK:** CLEANING SERVICES REQUIRED BY JANITORIAL PERSONNEL OTHER THAN ROUTINE OR POLICING WORK. SUCH CLEANING WILL INCLUDE, BUT NOT BE LIMITED TO, WALL WASHING, CARPET CLEANING, MACHINE SCRUBBING OF HARD FLOORS (INCLUDING RESTROOM FLOORS), STRIPPING AND REFINISHING OF HARD FLOORS, SPRAY BUFFING, GLASS CLEANING, CLEANING LIGHT DIFFUSERS, CLEANING AIR CONDITIONING AND FAN VENTS, OVERHEAD DUSTING, CLEANING ESCALATOR STEPS AS REQUIRED, AND ANY OTHER CLEANING AS MAY BE REQUESTED BY THE CONTRACT ADMINISTRATOR.
- 1.93. **PROPOSAL:** AN OFFER SUBMITTED BY A PROSPECTIVE VENDOR IN RESPONSE TO A REQUEST FOR PROPOSAL (RFP) ISSUED BY A PURCHASING AUTHORITY; BECOMES A CONTRACT UPON ACCEPTANCE BY THE BUYER.
- 1.94. **PUBLIC AREAS:** SPACES AND AREAS (SIDEWALKS, LOBBIES, AUDITORIUMS, RESTROOMS, HALLWAYS, VESTIBULES, ETC.) NORMALLY OPEN TO THE PUBLIC AND NORMALLY USED BY THE PUBLIC.
- 1.95. **QUALITY CONTROL (QC):** ACTIONS TAKEN BY CONTRACTOR OR COUNTY TO ENSURE THE SPECIFICATIONS AND STANDARDS OF THE SOLICITATION ARE MET. A COPY OF THE CONTRACTOR'S BASIC QUALITY CONTROL PROGRAM SHALL BE PROVIDED TO THE COUNTY WITH THE SOLICITATION AND SHALL BE APPROVED BY THE CONTRACT ADMINISTRATOR BEFORE IMPLEMENTATION.
- 1.96. **QUALITY CONTROL MANAGER:** THE POSITION IN CONTRACTOR'S ORGANIZATION THAT IS FAMILIAR WITH THE REQUIREMENTS OF THIS SOLICITATION, ABLE TO MAKE SURE ALL SOLICITATION SPECIFICATIONS ARE MET AND HAVE FULL AUTHORITY TO ACT FOR THE CONTRACTOR AT ALL TIMES TO CARRY OUT THE PROVISIONS OF THIS CONTRACT AND CONTRACTOR'S QUALITY CONTROL PROGRAM.
- 1.97. **QUALITY SUPERVISOR (QS):** COUNTY EMPLOYEE THAT WORKS WHILE THE CONTRACTOR IS IN THE BUILDING TO MONITOR THE PERFORMANCE OF THE CONTRACTOR.
- 1.98. **RECYCLABLES:** ANY MATERIAL THAT RETAINS USEFUL PROPERTIES THAT CAN BE RECLAIMED AFTER THE PRODUCTION OR CONSUMPTION PROCESS, INCLUDING CARDBOARD, PAPER, PLASTICS, AND METAL CONTAINERS.

- 1.99. **RESPONSIBLE PROPOSER:** A PROPOSER WITH THE CAPABILITY, INTEGRITY, AND RELIABILITY IN ALL RESPECTS TO PERFORM FULLY THE SOLICITATION REQUIREMENTS, WHICH WILL ASSURE GOOD FAITH PERFORMANCE.
- 1.100. **RESPONSIVE PROPOSER:** A PERSON WHO HAS SUBMITTED A PROPOSAL, WHICH CONFORMS IN ALL MATERIAL RESPECTS TO A SOLICITATION. A PROPOSAL OF A RESPONSIVE PROPOSER MUST BE SUBMITTED ON THE REQUIRED FORMS, WHICH CONTAIN ALL REQUIRED INFORMATION, SIGNATURES, NOTARIZATIONS, INSURANCE, BONDING, SECURITY, OR OTHER MANDATED REQUIREMENTS REQUIRED BY THE DOCUMENTS TO BE SUBMITTED AT THE TIME OF PROPOSAL OPENING.
- 1.101. **SECOND PARTY:** THE PROPOSER WHO IS AWARDED THIS SOLICITATION AND AGREEMENT (S). THIS TERM SHALL BE USED INTERCHANGEABLY WITH THE TERM "CONTRACTOR."
- 1.102. **SDS:** SAFETY DATA SHEET.
- 1.103. **SEMI-ANNUAL:** TWO TIMES PER YEAR.
- 1.104. **SEMI-MONTHLY:** TWO TIMES PER MONTH.
- 1.105. **SERVICES:** ALL WORK SPECIFIED TO BE PERFORMED BY CONTRACTOR PURSUANT TO THIS SOLICITATION INCLUDES SERVICES PERFORMED, WORKMANSHIP, AND MATERIAL FURNISHED OR UTILIZED IN THE PERFORMANCE OF SERVICES.
- 1.106. **SIDA (SECURITY IDENTIFICATION DISPLAY AREA):** ANY AREA AT THE AIRPORT, INCLUDING BUT NOT LIMITED TO THE FLIGHT RAMP AND AOCC, WHERE A PERSON MUST WEAR/DISPLAY A BCAD ISSUED SECURITY IDENTIFICATION BADGE, OR MUST BE ACCOMPANIED BY A PERSON WEARING/DISPLAYING A SIDA BADGE ISSUED BY THE COUNTY.
- 1.107. **SLIP RESISTANCE:** A MEASUREMENT OF A FLOOR FILM'S COEFFICIENT OF FRICTION THAT PROVIDES A SAFE WALKING SURFACE. SLIP RESISTANCE IS EVALUATED ACCORDING TO AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM) METHODS. A COEFFICIENT OF FRICTION READING OF 0.5 INDICATES A SAFE FLOOR FILM.
- 1.108. **SPECIFICATIONS:** THIS DOCUMENT AND ITS SECTIONS, ATTACHMENTS, AND EXHIBITS, ALL INCLUSIVE, REGARDLESS OF WHETHER THE WORD SPECIFICATION IS USED IN THE SECTION TITLE OR NOT. OTHER TERMS AND CONDITIONS ARE INCLUDED IN THE EXHIBITS AND DOCUMENTS THAT ARE EXPRESSLY INCORPORATED BY REFERENCE.
- 1.109. **SPECIAL FLOOR SURFACES:** TREATMENT AND CARE OF SPECIAL FLOOR SURFACES SHALL BE DEALT WITH IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS. NEW BUILDINGS, SUCH AS LIBRARIES, ARE UTILIZING CUSTOM DESIGNED FLOORING INSTALLATIONS UTILIZING MATERIALS THAT MAY REQUIRE SPECIAL CARE TO PREVENT DAMAGE. CONTRACTOR SHOULD TAKE CARE TO INVESTIGATE THE SPECIAL REQUIREMENTS FOR FLOOR CARE THAT MAY BE NECESSARY IN SUCH INSTANCES BEFORE APPLYING TREATMENT.
- 1.110. **SPINNING BONNET:** SEE TECHNICAL SPECIFICATION SECTION.
- 1.111. **SPOT CLEANING:** SEE TECHNICAL SPECIFICATIONS SECTION.

- 1.112. **SPOTS:** A NON-UNIFORM FILM OR COATING THAT IS VISIBLE TO VARIOUS DEGREES DEPENDING ON THE ANGLE OF VIEW.
- 1.113. **SPRAY BUFFING:** SEE TECHNICAL SPECIFICATIONS SECTION.
- 1.114. **STREAKS:** A NON-UNIFORM FILM OR COATING THAT IS VISIBLE TO VARIOUS DEGREES DEPENDING ON THE ANGLE OF VIEW. IT IS USUALLY ASSOCIATED EITHER BY THE USE OF DIRTY CLEANING EQUIPMENT OR INADEQUATE RINSING OF CLEANING PRODUCTS FROM THE SURFACES ON WHICH THEY ARE USED.
- 1.115. **STRIPPING/SEALING/REFINISHING:** SEE TECHNICAL SPECIFICATIONS SECTION.
- 1.116. **SUPERVISOR:** THE POSITION IN CONTRACTOR'S ORGANIZATION THAT REPORTS DIRECTLY TO THE PROJECT MANAGER OR THE ASSISTANT PROJECT MANAGER TO MANAGE THE DAY-TO-DAY ACTIVITIES OF THE CONTRACT.
- 1.117. **SWEEPING:** SEE TECHNICAL SPECIFICATIONS SECTION.
- 1.118. **TEAM LEADER:** A REGULAR JANITORIAL WORKER IN CONTRACTOR'S ORGANIZATION THAT HAS BEEN SINGLED OUT AS EXEMPLARY EMPLOYEES WITH SOME MANAGEMENT SKILLS.
- 1.119. **TRASH:** DEBRIS, LITTER AND ANY ITEM(S) OR MATERIAL LEFT IN THE AREA.
- 1.120. **USING AGENCY:** THE COUNTY DEPARTMENT OR DIVISION UTILIZING THE SERVICES OF THIS SOLICITATION.
- 1.121. **VACUUMING:** SEE TECHNICAL SPECIFICATIONS SECTION.
- 1.122. **VCT:** VINYL COMPOSITION TILE.
- 1.123. **VOC:** VOLATILE ORGANIC COMPOUNDS.
- 1.124. **FLOOR FINISH:** A PREPARATION CONTAINING WAX OR OTHER SEALERS USED TO POLISH AND PRESERVE FLOORS, ENHANCE THE APPEARANCE, AND/OR PROVIDE THE DESIRED SHEEN.

END OF SESSION

PART 1

GENERAL SPECIFICATIONS AND REQUIREMENTS

JANITORIAL SERVICES FOR VARIOUS BROWARD COUNTY FACILITIES

SECTION 2 – SCOPE OF WORK

2. SCOPE OF WORK

2.1. INTRODUCTION

1. BROWARD COUNTY FACILITIES MANAGEMENT DIVISION (FMD) IS SEEKING THE SERVICES OF QUALIFIED VENDORS TO PROVIDE COMPREHENSIVE JANITORIAL SERVICES FOR VARIOUS BROWARD COUNTY LOCATIONS, INCLUDING COURTHOUSES, LIBRARIES, HUMAN SERVICES, AND OTHER GENERAL FACILITIES.
2. QUALITY SERVICES ARE REQUIRED TO MAINTAIN A FIRST-CLASS WORKING ENVIRONMENT AT ALL TIMES FOR THE FOLLOWING LOCATIONS:

LOCATIONS LISTED IN FACILITY LOCATION DETAILS ATTACHMENT.

2.2. PROJECT DESCRIPTION

THERE ARE A TOTAL OF 14 SEPARATE JANITORIAL SERVICE AGREEMENTS THAT MAY BE AWARDED TO SEPARATE CONTRACTORS. THERE ARE A TOTAL OF EIGHT (8) CBE RESERVE AGREEMENTS AND SIX (6) SBE RESERVE AGREEMENTS.

<u>AGREEMENT NO.</u>	<u>DESCRIPTION (NUMBER OF LOCATIONS)</u>	<u>OESBD REQUIREMENTS</u>
AGREEMENT NO. 1	BRANCH LIBRARIES (31 LOCATIONS)	CBE RESERVE
AGREEMENT NO. 2	LARGE FACILITIES GROUP 1 (3 LOCATIONS)	CBE RESERVE
AGREEMENT NO. 3	LARGE FACILITIES GROUP 2 (5 LOCATIONS)	CBE RESERVE
AGREEMENT NO. 4	LARGE FACILITIES GROUP 3 (5 LOCATIONS)	CBE RESERVE
AGREEMENT NO. 5	LARGE FACILITIES GROUP 4 (6 LOCATIONS)	CBE RESERVE
AGREEMENT NO. 6	LARGE FACILITIES GROUP 5 (1 LOCATION)	SBE RESERVE
AGREEMENT NO. 7	LARGE FACILITIES GROUP 6 (1 LOCATION)	SBE RESERVE
AGREEMENT NO. 8	SMALL FACILITIES GROUP 1 (7 LOCATIONS)	SBE RESERVE
AGREEMENT NO. 9	SMALL FACILITIES GROUP 2 (5 LOCATIONS)	SBE RESERVE
AGREEMENT NO. 10	SMALL FACILITIES GROUP 3 (9 LOCATIONS)	SBE RESERVE

AGREEMENT NO. 11	SMALL FACILITIES GROUP 4 (3 LOCATIONS)	SBE RESERVE
AGREEMENT NO. 12	BROWARD COUNTY JUDICIAL COMPLEX: (3 LOCATIONS)	CBE RESERVE
AGREEMENT NO. 13	PORT EVERGLADES FACILITIES (30 LOCATIONS)	CBE RESERVE
AGREEMENT NO. 14	911 REGIONAL DISPATCH CENTERS (3 LOCATIONS)	CBE RESERVE

2.3. AREAS OF OPERATION

1. AREAS WITHIN THE ABOVE-DESCRIBED LOCATIONS WILL REQUIRE BASIC AND DETAILED CLEANING, CLEANING FREQUENCIES, AND SPECIFIC ACTIVITIES.

2.4. BASIC SERVICES

1. SECOND PARTY WILL FURNISH ALL MANAGEMENT, SUPERVISION, LABOR, EQUIPMENT, TOOLS, TRANSPORTATION, MATERIALS, SUPPLIES, AND OTHER INCIDENTALS AS REQUIRED TO IMPLEMENT THIS SOLICITATION. SPECIAL CLEANING PROJECTS SUCH AS CARPET CLEANING, CARPET EXTRACTION, FLOOR STRIPPING AND WAXING, TILE SCRUBBING, AND WINDOW CLEANING WILL BE SCHEDULED AFTER 5PM AT MOST LOCATIONS OR DURING THIRD SHIFT.
2. SECOND PARTY SHALL NOT USE STEEL WOOL, POWDERED CLEANSERS, BRUSHES, DUSTERS, RAGS, OR WASTE MATERIALS, WHICH LEAVE DUST, NOR ANY MATERIAL CONTAINING SILICON ON OR AROUND ELECTRONIC EQUIPMENT.
3. CERTAIN BASIC SERVICE TASKS MAY BE SCHEDULED FOR PERFORMANCE DURING HOURS OTHER THAN ABOVE, AS PRE-APPROVED BY THE CONTRACT ADMINISTRATOR. SECOND PARTY WILL DEVELOP AND PROVIDE SERVICE PLANS AND SCHEDULES TO COVER ALL WORK TO BE PERFORMED FOR REVIEW AND APPROVAL BY CONTRACT ADMINISTRATOR DURING SECOND PARTY'S PHASE-IN.
4. COUNTY RESERVES THE RIGHT TO DESIGNATE SPECIFIC CLEANING TIMES FOR THOSE BUILDING AREAS WHOSE OCCUPANTS REQUIRE JANITORIAL SERVICES BE PERFORMED DURING A GIVEN TIME PERIOD. AT ANY TIME DURING THE TERM OF THE CONTRACT, CONTRACT ADMINISTRATOR MAY GIVE WRITTEN NOTICE OF A CHANGE, ADDITION, OR DELETION OF THE CLEANING TIMES SPECIFIED. UPON NOTIFICATION, SECOND PARTY WILL ADJUST ITS SERVICE PLANS AND SCHEDULES ACCORDINGLY AND SUBMIT A REVISED SCHEDULE TO THE CONTRACT ADMINISTRATOR WITHIN FIVE CALENDAR DAYS.
5. BECAUSE OF THE HIGH VOLUME OF WORKERS AND VISITORS UTILIZING THE FACILITIES, QUALITY SERVICES ARE REQUIRED TO MAINTAIN A FIRST-CLASS WORKING ENVIRONMENT AT ALL TIMES.
6. ELECTRONIC EQUIPMENT IS VERY SENSITIVE AND MUST NOT BE MOVED, BUMPED, JARRED, OR TAMPERED WITH. SECOND PARTY SHALL NOT MOVE OR JAR COMPUTERS, AND/ OR DATA PROCESSING EQUIPMENT AND ACCESSORIES.

2.5. SECOND PARTY PHASE-IN PERIOD

1. IMMEDIATELY UPON EXECUTION OF THIS SOLICITATION, THE CONTRACT ADMINISTRATOR OR ITS DESIGNEE WILL HOLD SESSIONS WITH THE PROJECT MANAGER FOR THE NEW CONTRACTOR AND PERTINENT COUNTY STAFF TO DEVELOP SMOOTH TRANSITION STRATEGIES TO INCLUDE:
 1. AREAS OF SERVICE.
 2. EQUIPMENT INVENTORY AND DISTRIBUTION.
 3. MATERIALS AND SUPPLIES INVENTORY PLAN.
 4. QUALITY CONTROL PROGRAMS.
 5. SERVICE PLANS AND SCHEDULES.

2.6. SCHEDULING OF WORK

1. PRIOR TO THE COMMENCEMENT OF ANY WORK, THE SECOND PARTY WILL CONFER WITH THE CONTRACT ADMINISTRATOR OR DCA TO ASSURE THAT THE SCHEDULING OF ACTIVITIES IN CONJUNCTION WITH COUNTY AND TENANT OPERATIONS IS FULLY UNDERSTOOD.
2. ALL WORK WILL BE SCHEDULED SO AS TO AVOID DELAYS TO COUNTY AND TENANT OPERATIONS. THE PROJECT MANAGER WILL COORDINATE THE SCHEDULE WITH THE CONTRACT ADMINISTRATOR OR ITS DESIGNEE WITH REGARD TO ANY OPERATION WHICH WILL NECESSITATE TEMPORARY INTERRUPTIONS TO BROWARD COUNTY OPERATIONS.
3. THE SECOND PARTY WILL NOT COMMENCE NON-ROUTINE WORK IN ANY AREA UNTIL:
 1. THE PROPOSED WORK HAS BEEN PREVIOUSLY COORDINATED WITH AND APPROVED BY THE CONTRACT ADMINISTRATOR OR DCA, AND
 2. ANY AND ALL REQUIRED SECURITY AND SAFETY MEASURES AND TEMPORARY MARKINGS ARE IN PLACE.

2.7. SCHEDULED SERVICES REQUIREMENTS:

1. SERVICE IS REQUIRED AS STATED IN THIS SOLICITATION. HOWEVER, SECOND PARTY MAY BE REQUESTED TO PERFORM PROJECT WORK, AT NO ADDITIONAL COST TO THE COUNTY, AT A TIME WHEN FACILITIES ARE NOT BEING USED. SPECIAL SERVICES MAY BE PERFORMED WEEKENDS AND/OR HOLIDAYS AS REQUESTED BY THE CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR AND SECOND PARTY SHALL MUTUALLY ATTEMPT TO AGREE ON A TIME AND DAY TO MINIMIZE INCONVENIENCE. (SEE ALSO SECTION 2.8, ADDITIONAL SCHEDULED SERVICES.)
2. THE AGREED UPON SCHEDULE MAY BE CHANGED TO MEET THE OPERATIONAL NEEDS OF THE COUNTY. GENERALLY, SERVICES ARE TO BE PROVIDED AFTER 5:00 P.M. WEEKDAYS. HOURS MUST ADAPT TO COMPLY WITH ANY SECURITY STANDARDS.

3. SECOND PARTY MUST PROVIDE A SCHEDULE FOR ANNUAL AIR QUALITY CLEANING TO THE CONTRACT ADMINISTRATOR DURING THE FIRST MONTH OF THE CONTRACT. THE SCHEDULE MUST FULLY COMPLY WITH AIR QUALITY SPECIFICATIONS. WHEN THE CONTRACT ADMINISTRATOR APPROVES THE SCHEDULE, THE AREA(S) MUST BE COMPLETED WITHIN A CONSECUTIVE THIRTY (30) DAY PERIOD.
4. SECOND PARTY MUST COORDINATE SCHEDULING OF THE AIR QUALITY CLEANING WITH THE CONTRACT ADMINISTRATOR. SECOND PARTY MUST PROVIDE THE CONTRACT ADMINISTRATOR WITH A LETTER OF COMPLETION WHEN AIR QUALITY CLEANING IS COMPLETED. AIR QUALITY CLEANING SCHEDULE FOR SUBSEQUENT YEARS MUST BE SUBMITTED FOR APPROVAL NINETY (90) DAYS, PRIOR TO THE END OF EACH CONTRACT YEAR.

2.8. ADDITIONAL SCHEDULED SERVICES

1. SECOND PARTY, WHEN REQUESTED BY THE CONTRACT ADMINISTRATOR, SHALL PERFORM ADDITIONAL SCHEDULED CLEANING RELATED SERVICES AT THE UNIT COST QUOTED ON THE PRICE SHEETS ONLY IF SECOND PARTY REQUIRES ADDITIONAL PERSONNEL TO PERFORM SUCH. UTILIZATION OF STAFF ON SITE DOES NOT CONSTITUTE ADDITIONAL FEES.
2. ALL DAILY, WEEKLY, AND MONTHLY CLEANING AND/OR MAINTENANCE TASKS LISTED IN SECTION 7 ARE CONSIDERED PART OF THE BASIC SERVICES COVERED BY THIS PROPOSAL. A CALL OUT TO REPLENISH AN OUT-OF-STOCK CONDITION CAUSED BY LACK OF ADEQUATE SUPPLIES ON SITE IS ALSO CONSIDERED PART OF BASIC SERVICES AND ARE NOT CONSIDERED "ADDITIONAL SERVICES".
3. "AS NEEDED/SPECIAL ASSIGNMENTS" MAY INCLUDE, BUT ARE NOT LIMITED TO, ASSISTING IN SETTING UP FOR MEETINGS AND/OR RECEPTIONS AND CLEANING AFTER THE GATHERINGS HAVE ENDED, CONSTRUCTION CLEAN UP, TEMPORARY DAY PORTER, AND OTHER SPECIAL CLEANING RELATED PROJECTS. SECOND PARTY MAY BE REQUIRED TO ASSIGN SOME EMPLOYEES TO SPECIAL ASSIGNMENTS. TASKS ARE TO BE PROVIDED UPON REQUEST AS REQUIRED AND ARE NOT TO BE CONSIDERED PART OF THE MONTHLY OR ANNUAL FIXED COSTS FOR THIS CONTRACT. SECOND PARTY HAS PROVIDED FIXED UNIT PRICES AS IDENTIFIED IN THE PRICE SHEET FOR THESE ADDITIONAL SERVICES AS PART OF THIS CONTRACT.
4. WHEN A NEED IS IDENTIFIED, THE CONTRACT ADMINISTRATOR MAY REQUEST SECOND PARTY TO SUBMIT A PROPOSAL FOR ADDITIONAL SERVICES. PROPOSAL WILL USE THE UNIT PRICES PROVIDED IN THE SOLICITATION THESE SERVICES WILL NOT BE PERFORMED WITHOUT THE CONTRACT ADMINISTRATOR'S APPROVAL OF EACH PROPOSAL. UPON ACCEPTANCE OF THE ADDITIONAL SCHEDULED SERVICES PROPOSAL, THE PROPOSAL MAY BE CONVERTED TO A FIRM, FIXED PRICE PROJECT AND A PURCHASE ORDER WILL BE ISSUED FOR THE PROJECT.

2.9. ADDITION/MODIFICATION OF LOCATIONS OR SERVICES

1. THE COUNTY RESERVES THE RIGHT TO ADD LOCATIONS TO THIS CONTRACT AS THESE ADDITIONAL LOCATIONS MAY BE ACQUIRED. LOCATIONS TO BE ADDED MAY INCLUDE, BUT ARE NOT LIMITED TO, EXPANSIONS OR ADDITIONS TO EXISTING FACILITIES AND ACQUISITION OR CONSTRUCTION OF NEW PROPERTIES. IN THE EVENT THAT THE COUNTY MAKES SIGNIFICANT STRUCTURAL CHANGES TO AN EXISTING FACILITY THAT IMPACTS SECOND PARTY'S COST IN PROVIDING THE JANITORIAL SERVICE ANTICIPATED BY THIS CONTRACT SUCH CHANGE

MAY BE TREATED AS A NEW FACILITY AND THE PROCEDURES PROVIDED FOR IN THIS SECTION MAY BE FOLLOWED IN DETERMINING AN APPROPRIATE PRICE.

2. CALCULATING THE COST PER SQUARE FOOT FOR THE EXISTING SERVICE AND APPLYING IT TO THE AREAS SUBJECT TO ADJUSTMENT MAY BE USED TO DETERMINE INCREMENTAL ADJUSTMENTS IN COST DUE TO EXPANSIONS OR CONTRACTIONS OF EXISTING FACILITIES. IN THE EVENT THE AREAS ADDED OR SUBTRACTED ARE NOT COMPARABLE IN-SERVICE NEEDS TO THE EXISTING AREAS COVERED UNDER THE AGREEMENT AN APPROPRIATE ADJUSTMENT MAY BE MADE WITH THE RECOMMENDATION OF THE CONTRACT ADMINISTRATOR AND APPROVAL OF THE PURCHASING DIRECTOR.
3. IN THE EVENT THE COUNTY WISHES TO ADD OTHER LOCATIONS UNDER THE CONTRACT, A QUOTATION MAY BE SOLICITED FROM THE SECOND PARTY IN GOOD STANDING FOR THE NEW LOCATION.
4. PRICING WILL BE NEGOTIATED BY THE CONTRACT ADMINISTRATOR AND A PURCHASING REPRESENTATIVE, BASED UPON PRICING IN THE SOLICITATION FOR A LOCATION WITH SIMILAR REQUIREMENTS. IF THE COUNTY IS NOT SATISFIED WITH THE RESULTS OF THE NEGOTIATION, THE COUNTY MAY SOLICIT PROPOSALS FROM OTHER CONTRACTORS CURRENTLY PROVIDING SERVICE TO OTHER GROUPS UNDER COMPARABLE COUNTY JANITORIAL CONTRACTS. IN THE EVENT ONLY ONE CONTRACTOR IS PROVIDING SERVICE TO ALL GROUPS UNDER A JANITORIAL CONTRACT THE NEW REQUIREMENTS MAY BE FILLED WITH A NEW SOLICITATION.
5. FMD RESERVES THE RIGHT TO MODIFY SERVICE AREAS. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, SERVICE AREA EXPANSION DUE TO THE ADDITION TO EXISTING FACILITIES OR THE ACQUISITION OR CONSTRUCTION OF NEW FACILITIES.
6. IN THE EVENT SERVICES OR OTHER BASIC SCHEDULED SERVICES ARE ADDED OR DELETED, THE APPROPRIATE UNIT LABOR PRICES USED FOR ADDITIONAL SCHEDULED SERVICES MAY BE UTILIZED FOR THE ADJUSTMENT. THE PURCHASING DIRECTOR MUST APPROVE ANY ADJUSTMENT IN PRICE.

2.10. TERMINATION OF LOCATIONS

1. IN THE EVENT THE COUNTY SHALL SELL, VACATE, ABANDON, TERMINATE OR OTHERWISE DISPOSE OF OR NO LONGER REQUIRE THE SECOND PARTY TO PROVIDE JANITORIAL SERVICES FOR THIS LOCATION TO WHICH THIS CONTRACT APPLIES, ALL EXISTING CONTRACTS, AGREEMENTS OR SERVICES APPLICABLE TO SUCH LOCATION, THE PORTION OF THIS SOLICITATION THAT APPLIES TO SUCH LOCATION IS SO TERMINATED. THE COUNTY WILL GIVE SECOND PARTY WRITTEN NOTICE OF SUCH TERMINATION OF LOCATIONS AT A MINIMUM OF THIRTY (30) DAYS IN ADVANCE.

2.11. EMERGENCY SERVICE

1. SECOND PARTY MUST BE AVAILABLE TO PERFORM EMERGENCY CLEANING SERVICES ON A TWENTY-FOUR (24) HOURS A DAY, SEVEN (7) DAYS A WEEK BASIS AND RESPOND, WHEN REQUESTED BY THE CONTRACT ADMINISTRATOR OR ITS DESIGNEE. TYPES OF EMERGENCY SERVICES THAT MAY BE REQUESTED INCLUDE, BUT NOT LIMITED TO SPILLS, FLOODING, OVERFLOWS AND OTHER POTENTIAL SAFETY AND HEALTH HAZARDS REQUIRING AN IMMEDIATE RESPONSE. *THIS ONLY APPLIES WHEN THERE IS NO CONTRACT STAFF ONSITE.*

2. THE SECOND PARTY'S PROJECT MANAGER, OR DESIGNEE, SHALL BE ON-CALL AT ALL TIMES FOR EMERGENCIES. PROJECT MANAGER, OR DESIGNEE, MUST BE REACHABLE BY PHONE 365 DAYS A YEAR/24 HOUR A DAY.
 - a. IF ON SITE, SECOND PARTY PROJECT MANAGER MUST RESPOND BY PHONE WITHIN FIFTEEN (15) MINUTES AND MUST REPORT TO THE AREA OF THE EMERGENCY WITHIN THIRTY (30) MINUTES.
 - b. IF OFF SITE, SECOND PARTY PROJECT MANAGER MUST RESPOND BY PHONE WITHIN THIRTY (30) MINUTES AND MUST REPORT TO THE FACILITY WITHIN SIXTY (60) MINUTES.
 - c. FAILURE FOR THE SECOND PARTY PROJECT MANAGER TO ADHERE TO THESE RESPONSE TIMES MAY BE CAUSE TO TERMINATE THE CONTRACT.
3. AN IMMEDIATE ASSESSMENT OF THE PROBLEM ENCOUNTERED MUST BE COMMUNICATED TO THE CONTRACT ADMINISTRATOR WITHIN ONE-HALF ($\frac{1}{2}$) HOUR OF ARRIVAL AT THE JOB SITE. IF IMMEDIATE SERVICE IS NOT POSSIBLE, AN ACCURATE PROJECTION OF EXPECTED COMPLETION TIME MUST BE RELAYED TO THE CONTRACT ADMINISTRATOR.
4. ONCE THE EMERGENCY SERVICE ESTIMATE HAS BEEN APPROVED BY THE CONTRACT ADMINISTRATOR, THE SERVICE MUST BE INITIATED WITHIN A MAXIMUM MOBILIZATION TIME, ON SITE, OF TWO (2) HOURS. ANY EXCEPTIONS TO THIS REQUIREMENT MUST BE APPROVED BY THE CONTRACT ADMINISTRATOR.
5. IN THE EVENT THE EMERGENCY SERVICE TAKES MORE THAN TWENTY-FOUR (24) HOURS TO COMPLETE, A DAILY PROGRESS REPORT FROM SECOND PARTY WILL BE REQUIRED. STATUS CALLS SHOULD BE MADE TO THE CONTRACT ADMINISTRATOR TO INFORM HIM/HER OF AN EXPECTED COMPLETION TIME UPDATED WITH EACH REPORT.
6. IF THE JOB COMPLETION EXTENDS BEYOND FORTY-EIGHT (48) HOURS WITHOUT THE CONTRACT ADMINISTRATOR'S APPROVAL, THE COUNTY RESERVES THE RIGHT TO DISCHARGE THE SECOND PARTY AND AWARD THE EMERGENCY SERVICE TO ANOTHER VENDOR.
7. EMERGENCY RESPONSES OCCURRING DURING NORMAL SERVICE HOURS WILL BE PERFORMED WITHOUT INCURRING AN ADDITIONAL CHARGE IF THE EMERGENCY CAN BE RESPONDED TO BY REDEPLOYING REGULAR STAFF AND EQUIPMENT. IF THE EMERGENCY REQUIRES ADDITIONAL STAFF, THE CONTRACT ADMINISTRATOR MAY AUTHORIZE A CHARGE FOR ADDITIONAL EMERGENCY SERVICE.
8. IN THE EVENT OF A MAJOR EMERGENCY AND AT THE SOLE DETERMINATION OF THE CONTRACT ADMINISTRATOR OR HIS DESIGNEE, SECOND PARTY MAY BE REQUESTED TO ASSIST IN A CLEAN-UP OPERATION WHEN AN ADDITIONAL OUTSIDE CONTRACTOR HAS BEEN ENGAGED BY THE COUNTY TO PROVIDE RELATED SERVICES.

2.12. DELIVERABLES TO BE SUBMITTED BY SECOND PARTY: THE FOLLOWING ITEMS MUST BE PROVIDED TO THE CONTRACT ADMINISTRATOR IN ACCORDANCE WITH THE REFERENCES PROVIDED IN THE SOLICITATION DOCUMENT:

1. COPY OF CONTRACT WITH CBE SUB-CONTRACTOR (PER ARTICLE 8 OF AGREEMENT) PRIOR TO COMMENCEMENT OF THIS AGREEMENT.
2. MONTHLY PAY REPORTS TO CBE SUB-CONTRACTOR (PER ARTICLE 8 OF AGREEMENT) ON A MONTHLY BASIS WITH ITS' PARTIAL PAY REQUESTS UNDER ARTICLE 4 OF THE AGREEMENT.
3. LIVING WAGE REPORTS (PER ARTICLE 9 OF AGREEMENT) REQUIRED EACH SIX (6) MONTHS PER SECTION 103 OF THE LIVING WAGE ORDINANCE.
4. PROJECT SITE LOGBOOK PER SECTION 8, PRIOR TO BOARD APPROVAL OF THIS SOLICITATION, TO BE MAINTAINED ON SITE.
5. LABOR SUMMARY REPORT FORM PER SECTION 9, ON A MONTHLY BASIS.
6. TRAINING PROGRAM PER SECTION 9, PRIOR TO BOARD APPROVAL OF THIS SOLICITATION.
7. GREEN CLEANING MANUALS PER SECTION 10 PRIOR TO BOARD APPROVAL OF THIS SOLICITATION.
8. CLEANING PRODUCTS, PAPER PRODUCTS AND TRASH BAGS INFORMATION PER SECTION 11, PRIOR TO BOARD APPROVAL OF THIS SOLICITATION.
9. EQUIPMENT INFORMATION PER SECTION 12, PRIOR TO BOARD APPROVAL OF THIS SOLICITATION.
10. QUALITY CONTROL PROGRAM PER SECTION 13, PRIOR TO BOARD APPROVAL OF THIS SOLICITATION.

2.13 PANDEMICS/ EPIDEMICS / DISASTERS / OTHER UNFORESEEN CONDITIONS

1. CONTRACTOR SHALL PARTICIPATE IN INITIATIVES OR PROGRAMS CONDUCTED BY COUNTY INVOKE THE PUBLIC'S CONFIDENCE IN THE USE OF THE FACILITIES MANAGEMENT DIVISION (FMD'S) LOCATIONS DURING ANY PANDEMIC, EPIDEMIC, OR OTHER EMERGENCY FOLLOWING WRITTEN APPROVAL BY THE COUNTY AT NO ADDITIONAL OUT-OF-POCKET COST TO CONTRACTOR. CONTRACTORS PARTICIPATION SHALL INCLUDE, BUT NOT LIMITED TO, PARTICIPATING IN PUBLIC OUTREACH EVENTS OR OTHER MEDIA ACTIVITIES INTENDED TO INVOKE PUBLIC CONFIDENCE IN THE USE OF ANY FMD'S LOCATIONS, PARTICIPATING IN DISCUSSION WITH COUNTY PERSONNEL REGARDING METHODS TO INCREASE PUBLIC CONFIDENCE IN THE USE OF ANY FMD'S LOCATIONS, SUPPLYING NECESSARY EQUIPMENT, CHEMICALS, SUPPLIES AND STAFFING TO SANITIZE SERVICE AREAS.
2. SHOULD AN EVENT OCCUR, SUCH AS A PANDEMIC, HURRICANE, EARTHQUAKE, OR OTHER CASUALTY CAUSED BY NATURE, OR BY LABOR STRIKE, WAR, THAT MAY LIMIT ACCESS OR USE OF THE FMD'S LOCATIONS, FMD REQUIRES A METHOD TO INCREASE OR DECREASE SERVICE AREAS, LEVELS OF STAFFING AND/OR DECREASE LEVELS OF SERVICE HOURS.

PART 1

GENERAL SPECIFICATIONS AND REQUIREMENTS

JANITORIAL SERVICES FOR VARIOUS BROWARD COUNTY FACILITIES

SECTION 3 – TECHNICAL SPECIFICATIONS

3. TECHNICAL SPECIFICATIONS

3.1. BLINDS AND SHADES

1. CLEAN BLINDS AND SHADES, INCLUDING TAPES AND CORDS, TO REMOVE ALL DUST, STAINS, SOIL, AND SMUDGES. DO NOT STAIN TAPES OR CORDS DURING CLEANING.
2. REPLACE BLINDS REMOVED FOR CLEANING IMMEDIATELY. DO NOT ALLOW BLINDS TO REMAIN DOWN FOR MORE THAN 24 HOURS.
3. THE BLINDS, TAPES AND CORDS WILL BE FREE OF DUST, STAINS, SOIL, AND SMUDGES UPON COMPLETION OF CLEANING BLINDS.

3.2. BUILDING SURFACES

1. 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.
2. CLEAN EXTERIOR BUILDING SURFACES USING HOSES OR PRESSURE WASHERS TO REMOVE ADHERED SOIL.

3.3. CARPET FLOORS

1. CLEAN CARPET, WALK-OFF CARPET, RUGS, RUNNERS, MATS, AND ENTRYWAY SYSTEMS PER MANUFACTURER’S SPECIFICATIONS.

1. DRY COMPOUND METHOD

1. REMOVING CARPET STAINS USING DRY COMPOUND EQUIPMENT AND SUPPLIES (I.E. WHITTAKER, MILLCARE, OR HOST CARPET SYSTEMS “ETC.” MAY BE USED AS AN INTERIM METHOD FOR CLEANING CARPETS. VARIOUS COMMERCIAL DRY COMPOUND SYSTEMS ARE AVAILABLE AND MAY BE USED FOR INTERIM OR MAINTENANCE CLEANING IF SYSTEM MANUFACTURER’S PROCEDURES ARE FOLLOWED.

2. EDGING

1. 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.

3. HOT WATER EXTRACTION

1. THE PROCESS OF USING HOT WATER EXTRACTION EQUIPMENT TO REMOVE ANY UNDESIRE SUBSTANCE COVERED BY THIS SOLICITATION FROM CARPET FLOORS.
2. REMOVE ANY ITEMS FROM THE CARPET FLOOR BEING CLEANED THAT CAN BE REMOVED.
3. REMOVE STAPLES EMBEDDED IN THE CARPET PILE.

4. SPOT CLEAN TO REMOVE ANY GUM.
5. APPLY APPROPRIATE HOT WATER EXTRACTION CLEANING PRODUCT.
6. OPERATE THE HOT WATER EXTRACTION EQUIPMENT OVER THE ENTIRE CARPET FLOOR BEING CLEANED.
7. USE FLOOR FANS AS NEEDED TO AID THE DRYING PROCESS.
8. AFTER ALLOWING SUFFICIENT DRYING TIME, VACUUM THE CARPET FLOOR FOLLOWING A PATTERN THAT WILL GIVE THE CARPET PILE A UNIFORM APPEARANCE.
9. RETURN ANY ITEMS THAT WERE REMOVED FROM THE CARPET FLOOR BEING CLEANED.
10. CARPET FLOORS WILL BE FREE OF LITTER, PAPER CLIPS, STAPLES, SOIL STREAKS, STAINS, SPOTS, AND EMBEDDED DIRT.
11. CERTAIN CARPET FLOORS WILL REQUIRE EXTRACTION MORE FREQUENTLY THAN OTHERS DUE TO DIFFERENT SOILING RATES.
12. THE WORK WILL BE ACCOMPLISHED IN ACCORDANCE WITH THE APPROVED SCHEDULE SUBMITTED TO THE CONTRACT ADMINISTRATOR BY THE SECOND PARTY'S PROJECT MANAGER.

4. SPINNING BONNET

1. PROHIBITED UNLESS AUTHORIZED BY THE CONTRACT ADMINISTRATOR.

5. SPOT CLEANING

1. THE PROCESS OF USING HAND TOOLS OR EXTRACTION EQUIPMENT AND THE APPROPRIATE CLEANING PRODUCT TO REMOVE ADHERED SOIL FROM A SMALL AREA OF CARPET FLOOR.
2. CARPET FLOOR WILL BE SUBSTANTIALLY FREE OF CLEANING MARKS UPON COMPLETION OF SPOT CLEANING WITHOUT LEAVING A NOTICEABLE COLOR DIFFERENTIAL FROM SURROUNDING AREA.
3. SECOND PARTY WILL SPOT CLEAN CARPET FLOORS AS ENCOUNTERED AND WILL NOT WAIT FOR THE CONTRACT ADMINISTRATOR TO POINT THEM OUT.

6. VACUUMING

1. THE PROCESS OF USING AN UPRIGHT VACUUM TO REMOVE ANY LOOSE, SUBSTANCE COVERED BY THIS SOLICITATION FROM CARPET FLOORS.
2. THE CARPET FLOORS WILL BE FREE OF ALL DETECTABLE DUST, SOIL, EMBEDDED GRIT, AND LITTER.

3.4. **CEILINGS**

1. CEILINGS AND CEILING TILE WILL BE RESTORED TO "LIKE-NEW" OR "NEAR-NEW" APPEARANCE LEAVING NO DEGRADATION TO ACOUSTICAL PROPERTIES OF THE CEILING.
2. USE AGENTS THAT WILL BE SAFE FOR USE ON CEILING VENTS, LIGHT FIXTURES, GRIDS, AND OTHER CEILING FIXTURES.
3. DISINFECT AND DEODORIZE THE CEILING TILES, WHERE APPLICABLE.
4. NOTIFY COUNTY INSPECTOR OF ANY CEILING TILES AND/OR VENTS THAT NEED TO BE REPLACED.

3.5. **CHEMICALS** – SEE CLEANING PRODUCTS, PAPER PRODUCTS AND TRASH BAGS SECTION.

3.6. **CLEANING**

1. THE PROCESS OF REMOVING ANY UNDESIRE SUBSTANCE COVERED BY THIS SOLICITATION FROM THE BUILDING SURFACES ON WHICH IT IS FOUND.

3.7. **CLEANING, GENERAL**

1. CLEAN, SANITIZE, AND POLISH BUILDING SURFACES WITHIN DESIGNATED FACILITIES.
2. EMPLOY APPROPRIATE CLEANING TECHNIQUES AND USE COMMERCIAL-GRADE PRODUCTS AND EQUIPMENT TO ENSURE A FIRST-CLASS PROFESSIONALLY MAINTAINED APPEARANCE.
3. USE GERMICIDAL DETERGENT IN RESTROOMS, LOCKER ROOMS, FOOD AREAS, AND DRINKING FOUNTAINS.
4. ALL SURFACES WILL BE FREE FROM SOIL, SMUDGES, FINGERPRINTS, GUM, MARKS, OR STREAKS UPON COMPLETION OF GENERAL CLEANING.
5. GENERAL CLEANING IS NOT SPOT CLEANING; RATHER IT IS THE CLEANING OF TOTAL SURFACE AREAS WITHIN A BUILDING.

3.8. **COUNTERS AND TABLES**

1. POLISH THE FRONTS AND TOPS OF ALL COUNTERS WITH A NON-ABRASIVE PRODUCT.
2. PARTICULAR ATTENTION SHOULD BE PAID TO COURTROOMS, LIBRARIES AND OTHER REGULARLY USED TABLES AND OTHER HIGH VISIBILITY AREAS.
3. IN ADDITION, THE FURNISHINGS IN ALL RECEPTION AREAS SHOULD BE MONITORED FREQUENTLY BECAUSE THESE ARE HIGH TRAFFIC AREAS.

3.9. **DAMP WIPING**

1. THE PROCESS OF USING A CLOTH MOISTENED WITH THE APPROPRIATE CLEANING PRODUCT TO MAKE BUILDING SURFACES FREE OF ANY UNDESIRE SUBSTANCE COVERED BY THIS SOLICITATION.

3.10. **DISINFECTING**

1. THE PROCESS OF APPLYING A PRODUCT THAT KILLS TUBERCULOSIS, HEPATITIS, HIV, MRSA, AND OTHER INFECTIOUS ORGANISMS WITHIN AN ESTABLISHED PERIOD OF TIME.
2. ALL POTENTIAL RISK SURFACES SHALL BE CLEANED USING AN EPA REGISTERED DISINFECTANT SPRAY FOR RESTROOMS AND OTHER POTENTIAL CONTAMINATED SURFACES.
3. COUNTY WILL ENSURE THAT SIGNAGE IS POSTED IN ALL COUNTY RESTROOMS WITH THE MESSAGE TO THOROUGHLY WASH YOUR HANDS.

3.11. **DISPENSERS**

1. CLEAN AND DISINFECT THE TOWEL, TOILET PAPER, TOILET SEAT COVERS AND SOAP DISPENSERS.
2. UPON COMPLETION OF CLEANING AND FILLING DISPENSERS, ALL DISPENSER SURFACES WILL BE CLEAN, FREE OF ALL SOIL AND STREAKS, DISINFECTED WITH GERMICIDAL DETERGENT.

3.12. **DRINKING FOUNTAINS, WATER COOLERS AND DISPENSERS**

1. REMOVE ALL SOIL, MINERAL DEPOSITS, STREAKS, AND SMUDGES FROM THE DRINKING FOUNTAINS AND CABINETS BY DAMP WIPING OR HAND SCRUBBING.
2. DISINFECT ALL SURFACES INCLUDING THE ORIFICE AND DRAIN WITH PARTICULAR ATTENTION TO HANDLES AND SPOUT.
3. REMOVE SOIL AND DUST FROM AIR VENTS.
4. 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.

3.13. DUSTING

1. 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.
2. SECOND PARTY 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.

3.14. DUSTING, HIGH

1. 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.
2. ALL BUILDING SURFACES IN THIS DEFINED AREA WILL BE UNIFORMLY CLEAN, FREE OF DUST, LOOSE DIRT, LINT, AND COBWEBS UPON COMPLETION OF DUSTING.

3.15. DUSTING, LOW

1. DUSTING BUILDING SURFACES FROM AND INCLUDING THE GENERAL LEVEL OF A DESK OR COUNTERTOP DOWN TO FLOOR HEIGHT.
2. ALL BUILDING SURFACES IN THIS DEFINED AREA WILL BE UNIFORMLY CLEAN, FREE OF DUST, LOOSE DIRT, LINT, AND COBWEBS UPON COMPLETION OF DUSTING.
3. THIS MAY REQUIRE MOVEMENT OF FURNITURE TO REACH AREAS UNDER AND BEHIND FURNITURE TO INCLUDE BASEBOARDS, FURNITURE LEGS, ETC.
4. DO NOT DISTURB PAPERWORK OR TENANTS' PERSONAL ITEMS ON TOP OF DESKS, WORKSTATIONS, OR OTHER HORIZONTAL BUILDING SURFACES.

3.16. DUSTING, OVERHEAD

1. DUSTING BUILDING SURFACES ABOVE THE GENERAL LEVEL OF 8 FEET IN HEIGHT UP TO AND INCLUDING THE CEILINGS THAT ARE VISIBLE FROM THE FLOOR SURFACE BELOW OR ADJACENT FLOOR LEVELS, BALCONIES, STAIRS, ETC.
2. ALL BUILDING SURFACES IN THIS DEFINED AREA WILL BE UNIFORMLY CLEAN, FREE OF DUST, LOOSE DIRT, LINT, AND COBWEBS UPON COMPLETION OF DUSTING.
3. USE CAUTION WHEN CLEANING DELICATE STRUCTURES.

4. SECOND PARTY IS RESPONSIBLE TO PROVIDE THE EQUIPMENT, SUCH AS LARGE LADDERS, SCAFFOLDING, OR LIFTS, NEEDED TO COMPLETE THIS TASK.

3.17. **ELECTROSTATIC DISINFECTION**

1. ELECTROSTATIC SPRAY SURFACE CLEANING IS THE PROCESS OF SPRAYING AN ELECTROSTATICALLY CHARGED MIST ONTO SURFACES AND OBJECTS. ELECTROSTATIC SPRAY USES A SPECIALIZED SOLUTION THAT IS COMBINED WITH AIR AND ATOMIZED BY AN ELECTRODE INSIDE THE SPRAYER.
2. ALL SURFACES SHALL BE CLEANED USING AN EPA REGISTERED DISINFECTANT SPRAY.
3. APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT IS REQUIRED FOR THE OPERATOR.

3.18. **FURNITURE**

1. 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).
2. CLEAN AND POLISH WOOD FURNITURE WITH A WOOD POLISH, USING NO WATER OR DETERGENTS.
3. VACUUM ALL CLOTH-UPHOLSTERED FURNITURE, INCLUDING UNDER AND BETWEEN CUSHIONS.
4. CLEAN UPHOLSTERED FURNITURE WITH AN APPROVED SPOT CLEANER AND DETERGENT TO REMOVE SOIL THAT CANNOT BE REMOVED BY VACUUMING.
5. CLEAN SYNTHETIC-COVERED FURNITURE WITH VINYL CLEANER.
6. 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.

3.19. **FURNITURE, UPHOLSTERED**

1. USE A HOT WATER EXTRACTOR TO REMOVE STAINS.
2. APPLY A SOIL RETARDANT TO THE FABRIC PORTIONS OF SEATS. 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.
3. ALL BRUSHING AND VACUUMING, BOTH BEFORE AND AFTER EXTRACTING SHALL BE REPEATED UNTIL THERE IS NO LONGER EVIDENCE OF SOIL AND CHEMICAL RESIDUE IN THE FABRIC.
4. CHEWING GUM AND OTHER GUMMY SOILS SHALL BE REMOVED WITH AEROSOL FLUOROCARBON GUM REMOVER, PUTTY KNIFE, AND/OR A STIFF BRISTLED UTILITY BRUSH.
5. ANY AREAS OF THE FABRIC WHICH ARE INACCESSIBLE TO THE EQUIPMENT SHALL BE CLEANED WITH SOLUTION FROM THE MACHINE AND MANUAL SCRUB.
6. 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.

3.20. **GLASS, MIRRORS AND WINDOWS CLEANING**

1. 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.

2. GLASS AND MIRRORS WILL BE WITHOUT STREAKS, FILM SMUDGES, DEPOSITS, AND STAINS AND BE UNIFORMLY BRIGHT IN APPEARANCE.
 3. ADJACENT SURFACES WILL BE WIPED CLEAN.
 4. 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.
- 3.21. **GREEN CLEANING – SEE GREEN CLEANING SECTION.**
- 3.22. **GUM REMOVAL**
1. 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 COUNTY.
 2. USE CAUTION NOT TO DAMAGE DELICATE BUILDING SURFACES.
- 3.23. **HARD FLOORS**
1. **BURNISHING**
 1. THE PROCESS OF USING A FLOOR MACHINE AND PAD TO MAINTAIN A HARD FLOOR'S APPEARANCE.
 2. 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.
 3. BURNISHING IS A DRY METHOD OF POLISHING A HARD FLOOR THAT USES A COMBINATION OF HEAT AND ABRASION TO GIVE THE "WET LOOK".
 4. PLACE "CAUTION" SIGNS AT EASY-TO-SEE LOCATIONS NEAR THE ENTRANCES INTO THE AREA BURNISHED.
 5. REMOVE ANY ITEMS FROM THE TILE FLOOR BEING MAINTAINED THAT CAN BE REMOVED.
 6. USE A PUTTY KNIFE TO REMOVE GUM.
 7. USE A TREATED DUST MOP TO REMOVE DUST AND LOOSE SOIL.
 8. DAMP MOP IF NECESSARY, MAKING SURE TO USE A PRODUCT THAT LEAVES NO RESIDUE.
 9. IF REQUIRED, DISINFECT BY FOLLOWING DISINFECTANT LABEL'S INSTRUCTIONS.
 10. ATTACH BURNISHING PAD TO THE FLOOR MACHINE.
 11. WALK IN A STRAIGHT LINE WHILE USING A HIGH-SPEED MACHINE AND KEEP MOVING.
 12. CHANGE PADS OFTEN TO ENSURE THERE IS NO DAMAGE, STREAKS, SCUFF MARKS, DIRT, FILM, OR RESIDUE. WHEN TOO MUCH DIRT ACCUMULATES ON THE PAD IT BEGINS TO MELT INTO THE FLOOR FINISH.

13. STARTING AT THE FARTHEST CORNER FROM THE ENTRANCE, SPRAY A SMALL AREA IN FRONT OF THE MACHINE WITH SPRAY-BUFFING PRODUCT AND BEGIN BUFFING.
14. SWEEP ENTIRE FLOOR AREA THAT WAS BURNISHED.
15. WHEN FINISHED, REMOVE THE "CAUTION" SIGNS.
16. RETURN ALL ITEMS TO THEIR ORIGINAL POSITIONS.
17. THE ENTIRE FLOOR WILL HAVE A UNIFORM FINISH AND A UNIFORM, GLOSSY APPEARANCE, BE FREE OF SCUFFMARKS, HEEL MARKS AND STAINS AFTER UPON COMPLETION.

8. GROUT CLEANING

1. DRY SWEEP OR VACUUM AREA TO REMOVE ANY LOOSE DEBRIS.
2. 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.
3. AGITATE THE SOLUTION INTO THE GROUT LINES AND ON THE SURFACE OF THE TILE WITH A FLOOR MACHINE OR DECK BRUSH.
4. IF STAINS REMAIN, HAND SCRUBBING AND POTENTIALLY MORE CLEANING SOLUTION, SHOULD BE USED TO REMOVE THE STAINS.
5. CLEAN AND EXTRACT ANY BUILT UP SOILS, GREASE, AND MILDEW FROM THE PORES OF THE TILE AND GROUT.

9. GROUT SEALING

1. DRY SWEEP OR VACUUM AREA TO REMOVE ANY LOOSE DEBRIS.
2. 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.
3. AGITATE THE SOLUTION INTO THE GROUT LINES AND ON THE SURFACE OF THE TILE WITH A FLOOR MACHINE OR DECK BRUSH.
4. IF STAINS REMAIN, HAND SCRUBBING AND POTENTIALLY MORE CLEANING SOLUTION, SHOULD BE USED TO REMOVE THE STAIN.
5. CLEAN AND EXTRACT ANY BUILT UP SOILS, GREASE, AND MILDEW FROM THE PORES OF THE TILE AND GROUT.
6. ONCE DRY, APPLY APPROVED CLEAR GROUT SEALER.
7. USE A SPRAY BOTTLE, CLEAN CLOTH, OR SMALL SPONGE FOR SEALER APPLICATION.
8. LET THE SEALER STAND 3 TO 5 MINUTES BEFORE BUFFING WITH A (SEPARATE) CLEAN CLOTH OR PAD.
9. ENTIRE SURFACE IS BUFFED TO REMOVE EXCESS SEALER RESIDUE.
10. DO NOT ALLOW THE SEALER TO DRY ON THE TILE OR GROUT SURFACE, AS THIS MAY LEAVE A RESIDUE.
11. FLOOR WAX IS NOT TO BE USED TO SEAL GROUT.

10. MACHINE SCRUBBING

1. THE PROCESS OF USING A FLOOR MACHINE TO CLEAN FLOOR SURFACES THAT CANNOT BE REMOVED THROUGH WET MOPPING.
2. 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.
3. DO NOT LEAVE WATER OR SCRUBBING SOLUTION ON THE FLOORS LONGER THAN NECESSARY TO COMPLETE THE CLEANING.
4. COLLECT DIRTY WATER AND RINSE THE FLOOR CLEAN UNTIL IT IS FREE OF ALL SOLUTION.
5. PLACE WET FLOOR CAUTION SIGNS ON THE FLOOR AROUND THE WET AREA.
6. USE WET/DRY TANK VACUUMS TO PICK UP THE SCRUBBING SOLUTION AND WET MOPS, BUCKETS, AND WRINGERS IN AREAS INACCESSIBLE TO TANK VACUUM.
7. REMOVE ALL SPLASH MARKS ON BASEBOARD, FURNITURE, AND OTHER SUCH SURFACES.
8. ALL FLOOR SURFACES AND GROUT WILL BE FREE OF SOILING, MARKS, STAINS, AND FREE OF CHEMICAL RESIDUE.

11. MOPPING

1. THE PROCESS OF REMOVING ADHERED SOIL FROM HARD FLOORS.
2. THE ENTIRE FLOOR SURFACE, INCLUDING IN CORNERS AND AROUND WALL PROJECTIONS, WILL BE CLEAN AND FREE OF ALL SOIL, STREAKS, FOOTPRINTS, AND SPOTS.

12. SCRUBBING AND RECOATING

1. 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.
2. PLACE "CAUTION" SIGNS AT EASY-TO-SEE LOCATIONS NEAR THE ENTRANCES INTO THE AREA BEING WORKED ON.
3. REMOVE ANY ITEMS FROM THE TILE FLOOR BEING MAINTAINED THAT CAN BE REMOVED.
4. USE A PUTTY KNIFE TO REMOVE GUM.
5. USE A TREATED DUST MOP TO REMOVE DUST AND LOOSE SOIL.
6. APPLY NEUTRAL CLEANING SOLUTION ONTO THE FLOOR AREA THAT YOU WILL BE SCRUBBING AND LET THE SOLUTION SIT FOR 3- 5 MINUTES.
7. START SCRUBBING WITH EITHER AUTO SCRUBBER OR FLOOR MACHINE WITH THE APPROPRIATE PAD.
8. REMOVE THE SOLUTION FROM THE FLOOR WITH A MOP, WET VACUUM, OR AUTO SCRUBBER.
9. RINSE THOROUGHLY FLOOR, USE HOT WATER IF AVAILABLE.

10. WIPE OFF THE BASE BOARDS AT THIS TIME IF YOU HAVE NOT TAPED OFF.
11. DO ONE FINAL RINSING AND THEN LET THE FLOOR DRY.
12. APPLY REQUIRED NUMBER OF FINISH COATS.
13. WHEN FINISHED, REMOVE THE "CAUTION" SIGNS.
14. RETURN ALL ITEMS TO THEIR ORIGINAL POSITIONS.
15. THE ENTIRE FLOOR WILL HAVE A UNIFORM FINISH AND A UNIFORM, GLOSSY APPEARANCE, BE FREE OF SCUFFMARKS, HEEL MARKS AND STAINS AFTER UPON COMPLETION.

13. SPRAY BUFFING

1. THE PROCESS OF USING A FLOOR MACHINE, PAD, AND SPRAY-BUFFING PRODUCT TO MAINTAIN A HARD WOOD FLOOR'S APPEARANCE, CLEANLINESS AND EXTEND THE LIFE OF THE FINISH.
2. 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.
3. MATCH THE FLOOR FINISH IN THE SPRAY-BUFF PRODUCT TO THAT ALREADY ON THE FLOOR
4. PLACE "CAUTION" SIGNS AT EASY-TO-SEE LOCATIONS NEAR THE ENTRANCES INTO THE AREA BEING SPRAY BUFFED.
5. REMOVE ANY ITEMS FROM THE TILE FLOOR BEING CLEANED THAT CAN BE REMOVED.
6. USE A PUTTY KNIFE TO REMOVE GUM.
7. USE A TREATED DUST MOP TO REMOVE DUST AND LOOSE SOIL.
8. DAMP MOP IF NECESSARY.
9. IF REQUIRED, DISINFECT BY FOLLOWING DISINFECTANT LABEL'S INSTRUCTIONS.
10. ATTACH BUFFING PAD TO THE FLOOR MACHINE.
11. INSPECT THE ROOM OR AREA TO BE SPRAY BUFFED TO DETERMINE WHERE ATTENTION IS NEEDED.
12. STARTING AT THE FARTHEST CORNER FROM THE ENTRANCE, SPRAY A SMALL AREA IN FRONT OF THE MACHINE WITH SPRAY-BUFFING PRODUCT AND BEGIN BUFFING.
13. BUFF UNTIL GLOSSY AND NOT TACKY.
14. REPEAT SAME SPRAY BUFFING OPERATION FOR ADDITIONAL SMALL AREAS UNTIL ENTIRE FLOOR HAS THE DESIRED APPEARANCE.
15. REMOVE SPRAY-BUFF CLEANING PRODUCT FROM BASEBOARDS AND FURNITURE.
16. SWEEP ENTIRE FLOOR AREA THAT WAS SPRAY BUFFED.
17. WHEN FINISHED, REMOVE THE "CAUTION" SIGNS.
18. RETURN ALL ITEMS TO THEIR ORIGINAL POSITIONS.

19. 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.

14. STRIPPING/SEALING/FINISHING

1. THE PROCESS OF COMPLETELY REMOVING ALL OLD FINISH FROM THE FLOOR SURFACE AND SURROUNDING BASEBOARDS AND THEN APPLYING NEW COATS OF FLOOR FINISH.
2. STRIPPING ALSO INCLUDES THE COMPLETE REMOVAL OF ALL MARKS, SCUFFS, AND STAINS.
3. PLACE "CAUTION" SIGNS AT EASY-TO-SEE LOCATIONS NEAR THE ENTRANCES INTO THE AREA BEING WORKED ON.
4. REMOVE ANY ITEMS FROM THE TILE FLOOR BEING MAINTAINED THAT CAN BE REMOVED.
5. USE A PUTTY KNIFE TO REMOVE GUM.
6. USE A TREATED DUST MOP TO REMOVE DUST AND LOOSE SOIL.
7. TEST THE STRIPPER IN AN INCONSPICUOUS AREA.
8. START IN A CORNER FARTHEST FROM YOUR EXIT AND WORK TOWARD THAT EXIT.
9. USE THE MOP TO COVER 2 FEET BY 4 FEET AREA WITH THE STRIPPER. COVER THE AREA THOROUGHLY WITHOUT FLOODING IT (USE ENOUGH STRIPPER NEEDED TO BREAK DOWN THE OLD WAX).
10. 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.
11. USE THE SMALL CLEANING BRUSH FOR NOOKS AND CRANNIES, THE PUTTY KNIFE WHERE SCRAPING IS NECESSARY.
12. VACUUM UP OR SQUEEGEE THE WAX AND STRIPPER RESIDUE INTO THE DUSTPAN AND DEPOSIT IN A BUCKET.
13. 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.
14. NO STRIPPING SOLUTION WILL REMAIN ON BASEBOARDS, COVE MOLDINGS, DOORS, OR OTHER NON-FLOOR SURFACES.
15. USE A SCRAPER TO TEST AREAS TO MAKE SURE THAT THE STRIPPING IS COMPLETE (LEFTOVER WAX WILL OTHERWISE PRODUCE AN UNEVEN FINISHED APPEARANCE).
16. 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).
17. 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 CEILING DUST, ETC. AROUND). DO

A FINAL CHECK OF THE FLOOR WITH CLEAN FOOTWEAR OR NEW BOOTIES TO SWEEP OR VAC OFF ANY DEBRIS, HAIR, DUST, ETC.

18. APPLICATION OF FINISH AND SEALER IS REQUIRED. TYPICALLY, 3 COATS ARE A GOOD BALANCE. APPLY THE FINISH TO THE FLOOR SURFACES WITH A CLEAN MOP.
19. THE APPLICATION OF EXCESSIVE AMOUNTS OF FINISH WILL BE AVOIDED AND EXCESSIVE BUILDUP OF FINISH IS NOT PERMITTED.
20. SUFFICIENT FINISH WILL BE USED TO FULLY PROTECT THE FLOOR SURFACE AND PRESENT A UNIFORM LUSTER AND NEAT, WELL-KEPT APPEARANCE.
21. USE A LIQUID NON-SLIP WATER EMULSION TYPE FLOOR FINISH ON ALL FLOOR COVERINGS CLEANED ACCORDING TO SPECIFICATIONS.
22. NON-SLIP PROPERTIES OF THE FLOOR FINISH ARE ESPECIALLY IMPORTANT IN PUBLIC CORRIDORS, TENANT SPACES, AND STAIRWELLS.
23. LINE AN AVAILABLE MOP BUCKET WITH A HEAVIER GAUGE GARBAGE BAG TO POOR THE FINISH INTO – MAKE SURE THE WHEELS OF THE MOP BUCKET ARE CLEAN AND DO NOT GET WET WITH FINISH THAT WILL LEAVE MARKS.
24. DO NOT USE TOO MUCH FLOOR FINISH TO HELP AVOID ‘WAX BUILDUP’, ESPECIALLY IN CORNERS AND ALONG EDGES.
25. WITH A CLEAN MOP (CAN BE MICROFIBER) TRY USING FIGURE 8 CIRCULAR MOTIONS FOR THE APPLICATIONS.
26. TRY TO LAY SMOOTH COATINGS WITHOUT DRIPPINGS. IF YOUR APPLICATION IS LEAVING BUBBLES THEN YOU ARE PUTTING TOO MUCH DOWN.
27. MISSED AREAS ON THE FIRST COAT CAN BE COVERED ON LATER COATS.
28. 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 CASE DISTORTIONS OR RIPPLES IN THE WAX ON THE FLOOR).
29. AFTER THE 2ND COAT, WALK ON WITH SOCKS AND BOOTIES ONLY AND NOT HARD SOLES THAT MAY LEAVE MARKS ON THE FINISH.
30. LET CURE OVERNIGHT. FOR A NICER FINISH, BURNISH THE FLOOR WITH A HIGH-SPEED FLOOR MACHINE.
31. IF YOU HAVE TO REDO AN AREA, TAPE OFF THAT SMALL AREA SO THAT YOU CAN JUST FOCUS ON THAT AREA.
32. WHEN FINISHED, REMOVE THE “CAUTION” SIGNS.
33. RETURN ALL ITEMS TO THEIR ORIGINAL POSITIONS.
34. 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.

35. 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.
36. WHEN INSPECTION SHOWS A FINISH BUILD-UP IN CORNERS, EDGES, OR FLASHED ON COVE MOLDINGS OR STAINLESS-STEEL KICK PLATES, REMOVE THE FINISH BUILDUP.

15. SWEeping:

1. THE PROCESS OF REMOVING DUST, LOOSE DIRT, LINT, AND DEBRIS FROM HARD FLOORS.
2. THE PROCESS CAN BE ACCOMPLISHED WITH A BROOM, DUST MOP, OR MICROFIBER CLOTH.

3.24 **METAL CLEANING AND POLISHING**

1. REMOVE ALL TARNISH, CLEAN, AND POLISH ALL BRIGHT METAL BUILDING SURFACES.
2. APPLY METAL POLISH BY CLOTH TO SURFACES BEING CLEANED OR POLISHED.
3. DO NOT SPRAY DIRECTLY ON METAL SURFACES TO REDUCE ANY SLIP HAZARD CAUSED BY SUCH AGENTS DRIFTING ONTO FLOORS.
4. 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.

3.25 **PLUMBING FIXTURES**

1. 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.

3.26 **POLICING**

1. 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.

3.27 **PRESSURE WASHING**

1. 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 SOLICITATION FROM ANY BUILDING SURFACE COVERED BY THIS SOLICITATION.
2. 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.

3.28 **PRESSURE WASHING, HOT WATER/STEAM**

1. 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 SOLICITATION FROM ANY BUILDING SURFACE COVERED BY THIS SOLICITATION.
2. EQUIPMENT MUST PROVIDE WATER OR STEAM AT OR ABOVE 212 DEGREES FAHRENHEIT.

3. THIS METHOD WILL BE USED IF LESS INTENSIVE METHODS ARE NOT SUCCESSFUL IN ATTAINING DESIRED CLEANLINESS.

3.29 RECYCLABLES

1. CLEAR TRASH LINERS ARE USED FOR ALL AREAS.
2. EMPTY AND RETURN ALL RECYCLING CONTAINERS OF ANY TYPE AND SIZE TO THEIR ORIGINAL POSITIONS.
3. REMOVE BULKY ITEMS SUCH AS ROLLS OF PLANS OR CARDBOARD BOXES THAT ARE PLACED BY RECYCLING CONTAINERS AND CLEARLY MARKED FOR DISPOSAL.
4. CLEAN SPILLS AND FOREIGN SUBSTANCES FROM ALL SURFACES OF THE RECYCLING CONTAINER.
5. REPLACE PLASTIC BAG LINERS IN ALL RECYCLING CONTAINERS AFTER EACH SERVICING.
6. EMPTY RECYCLABLES INTO A DESIGNATED DUMPSTER OR RECEPTACLE TO AVOID LITTERING ADJACENT AREAS.
7. CLEAN UP ANY SPILL OR LITTER GENERATED BY SECOND PARTY WORK OPERATIONS.
8. ALL RECYCLING CONTAINERS AND THE AREAS ADJACENT TO RECYCLING CONTAINERS WILL BE FREE OF DEBRIS, SPILLS, AND FOREIGN SUBSTANCES.
9. A CLEAN, NEW TRASH LINER WILL BE PLACED IN THE CONTAINER; AND ALL RECYCLABLES WILL BE PLACED INTO THE DESIGNATED DUMPSTER UPON COMPLETION.
10. EMPTY AND WIPE ALL RECYCLING CONTAINERS WITH A CHEMICALLY TREATED OR DAMP CLOTH. IF CONTAINERS BECOME UNDULY SOILED, THEY MUST BE WASHED.
11. SECOND PARTY SHALL FURNISH PLASTIC LINERS FOR RECYCLING CONTAINERS.

3.30 REDUCING AIRBORNE DUST

1. DUST WITH A VACUUM CLEANER EQUIPPED WITH NON-CONDUCTIVE TYPE NOZZLES AND BRUSHES IN AREAS WHERE AIRBORNE DUST CANNOT BE TOLERATED, SUCH AS COMPUTER ROOMS, CLEAN ROOMS, DATA PROCESSING ROOMS, ELECTRONIC ROOMS, TELEPHONE EQUIPMENT ROOMS AND OTHER AREAS CONTAINING PRECISION EQUIPMENT.

3.31 SIDEWALK CLEANING

1. SIDEWALK STAINS AND/OR GUM REMOVAL THAT COULD AFFECT EMPLOYEES AND/OR CUSTOMERS ARE TO BE COMPLETED DAILY.
2. HEAVY CLEANING WILL BE SCHEDULED WITH CONTRACT ADMINISTRATOR.

3.32 SINKS, TOILETS AND URINALS

1. CLEAN AND DISINFECT THE WASHBASINS AND SINKS TO BE FREE FROM STREAKS, STAINS, SCALE, SCUM, SOAP DEPOSITS, AND ODORS.
2. PLUMBING PIPES ABOVE AND BELOW COUNTERS, FIXTURES, FAUCETS, AND METAL WARE WILL BE CLEAN AND BRIGHT AND FREE OF DIRT, DUST, AND DEPOSITS.

3. 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.

3.33 SINK, TOILETS AND URINALS - DESCALING

1. FOR DAILY CLEANING, USE A NON-ACID-TYPE BOWL CLEANER (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.
2. AN ACID-BASED DESCALING PRODUCT MAY ONLY BE USED WITH THE CONTRACT ADMINISTRATOR'S APPROVAL. ANY DAMAGE TO SURFACE FINISHES CAUSED BY SECOND PARTY OR ITS EMPLOYEES SHALL BE REPLACED OR REPAIRED AT SECOND PARTY'S EXPENSE.

3.34 SPOT CLEANING

1. SPOT CLEAN IS CLEANING A SMALLER SURFACE AREA WITHIN A TOTAL SURFACE AREA AND IS TO BE FREE OF ALL STAINS AND DEPOSITS.
2. SURFACES WILL BE SUBSTANTIALLY FREE OF CLEANING MARKS UPON COMPLETION OF SPOT CLEANING WITHOUT LEAVING A NOTICEABLE COLOR DIFFERENTIAL FROM SURROUNDING AREA.

3.35 TELEPHONES

3. DUST AND DAMP WIPE WITH A NON-TOXIC, NON-IRRITATING SOLUTION.
4. HANDSET CONTAINING THE EAR AND MOUTH PIECES SHALL BE WIPED WITH A CLEAN CLOTH DAMPENED WITH A NON-TOXIC, NON-IRRITATING GERMICIDAL SOLUTION.

3.36 TERRAZZO FLOORING

5. MAINTAIN THE FLOORS DAILY WITH A DIAMOND INFUSED PAD SUCH AS, OR EQUAL TO, TWISTER™ TO ENSURE A CLEAN, SHINY SURFACE.
6. DETERMINE WHICH GRIT OF DIAMOND INFUSED PADS TO USE IN AN AREA BASED ON TRAFFIC LEVEL, CURRENT APPEARANCE, AND PAD MANUFACTURER RECOMMENDATIONS.
7. VENDOR MUST PROVIDE DOCUMENTATION SHOWING IT RECEIVED TRAINING ON PAD USAGE FROM AN APPROVED MANUFACTURER REPRESENTATIVE.

3.37 TRASH

8. CLEAR TRASH LINERS ARE USED FOR ALL AREAS.
9. EMPTY AND RETURN ALL TRASH CONTAINERS OF ANY TYPE AND SIZE TO THEIR ORIGINAL POSITIONS.
10. REMOVE BULKY ITEMS SUCH AS ROLLS OF PLANS OR CARDBOARD BOXES THAT ARE PLACED BY TRASH CONTAINERS AND CLEARLY MARKED AS TRASH.
11. CLEAN SPILLS AND FOREIGN SUBSTANCES FROM ALL SURFACES OF THE TRASH CONTAINER.
12. REPLACE PLASTIC BAG LINERS IN ALL TRASH CONTAINERS AFTER EACH SERVICING.
13. EMPTY TRASH AND RUBBISH INTO A DESIGNATED DUMPSTER OR RECEPTACLE TO AVOID LITTERING ADJACENT AREAS.

14. CLEAN UP ANY SPILL OR LITTER GENERATED BY SECOND PARTY WORK OPERATIONS.
15. ALL TRASH CONTAINERS AND THE AREAS ADJACENT TO TRASH CONTAINERS WILL BE FREE OF TRASH, SPILLS, AND FOREIGN SUBSTANCES.
16. 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.
17. EMPTY AND WIPE ALL WASTEBASKETS AND OUTSIDE ASHTRAYS WITH A CHEMICALLY TREATED OR DAMP CLOTH. IF WASTEBASKETS BECOME UNDULY SOILED, THEY MUST BE WASHED.
18. SECOND PARTY SHALL FURNISH PLASTIC LINERS FOR TRASH CONTAINERS.

IF ANY OF THE INFORMATION PROVIDED IN THIS SECTION CONTRADICTS THE CARE AND MAINTENANCE INSTRUCTIONS PROVIDED BY A PRODUCT MANUFACTURER, COUNTY WILL PROVIDE SECOND PARTY DIRECTION ON WHICH SPECIFICATION TO FOLLOW.

END OF SECTION

PART 1

GENERAL SPECIFICATIONS AND REQUIREMENTS

JANITORIAL SERVICES FOR VARIOUS BROWARD COUNTY FACILITIES

SECTION 4 – FREQUENCIES & PROCEDURES FOR CLEANING

4. FREQUENCIES & PROCEDURES FOR CLEANING

- 4.1. ALL FREQUENCIES LISTED BELOW ARE CONSIDERED TO BE MINIMUM SERVICE LEVELS. IF INCREASED FREQUENCIES ARE NEEDED TO MEET THE PERFORMANCE STANDARDS THE INCREASED FREQUENCY WILL BE PROVIDED AT NO ADDITIONAL COST TO COUNTY.
- 4.2. TASKS ARE TO BE PERFORMED PER THE DEFINITIONS AND TECHNICAL SPECIFICATIONS SECTIONS TO COMPLY WITH THE PERFORMANCE STANDARDS SECTION.
- 4.3. IF THERE IS A DISCREPANCY IN MINIMUM FREQUENCIES FOR A TASK LISTED IN SECTIONS 4.4 AND 4.5 BELOW, THE MORE FREQUENT REQUIREMENT IS TO PREVAIL AS THE MINIMUM SERVICE LEVEL.
- 4.4. **MINIMUM (MIN.) 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	MONTHLY
3	DAMP/WET WIPING	BRIGHT METAL	RESTROOMS AND ELEVATORS	DAILY
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 AS NEEDED
8	DAMP/WET WIPING	GLASS/WINDOWS	ENTRANCE/SERVICE WINDOWS	DAILY
9	DAMP/WET WIPING	MIRRORS	RESTROOMS	DAILY
10	DAMP/WET WIPING	MIRRORS	OTHERS	DAILY AS NEEDED
11	DAMP/WET WIPING	WINDOWS, EXTERIOR	SPOTS ON INTERIOR SIDE	DAILY AS NEEDED
12	DAMP/WET WIPING	WINDOWS, EXTERIOR	ALL OF INTERIOR SIDE	ANNUALLY
13	DAMP/WET WIPING	OTHER BUILDING SURFACES	ALL	DAILY AS NEEDED
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 AS NEEDED
20	DRY COMPOUND METHOD	CARPET FLOORS	ALL	DAILY AS NEEDED
21	DUSTING, HIGH	BUILDING SURFACES	ALL	WEEKLY
22	DUSTING, LOW	BUILDING SURFACES	ALL	WEEKLY
23	DUSTING, OVERHEAD	BUILDING SURFACES	ALL	QUARTERLY
24	EDGING	CARPET FLOORS	ALL	WEEKLY
25	ELECTROSTATIC DISINFECTANT	BUILDING SURFACES	ALL	AS NEEDED
26	FILLING	DISPENSERS/URINAL SCREENS	ALL	DAILY
27	FILLING	FLOOR DRAINS	ALL	WEEKLY
28	GROUT CLEANING	HARD FLOORS	ALL	MONTHLY
2	GROUT SEALING	HARD FLOORS	ALL	SEMI-ANNUALLY
30	GUM REMOVAL	BUILDING SURFACES	ALL	DAILY AS NEEDED
31	HAND SCRUBBING	DRINKING FOUNTAINS	ALL	DAILY
32	HAND SCRUBBING	FLOOR DRAINS	ALL	WEEKLY
33	HAND SCRUBBING	SINKS/TOILETS/URINALS	ALL	DAILY
34	HAND SCRUBBING	GRAFFITI	ALL	DAILY AS NEEDED
35	HAND SCRUBBING	OTHER BUILDING SURFACES	ALL OTHER AREAS	DAILY AS NEEDED
36	HAND SCRUBBING	SINKS/TOILETS/URINALS	ALL	WEEKLY
37	HOT WATER EXTRACTION	CARPET FLOORS	ENTRYWAY SYSTEMS	WEEKLY
38	HOT WATER EXTRACTION	CARPET FLOORS	WALK-OFF CARPET	WEEKLY
39	HOT WATER EXTRACTION	CARPET FLOORS	HIGH TRAFFIC AREAS	QUARTERLY
40	HOT WATER EXTRACTION	CARPET FLOORS	ALL OTHER AREAS	SEMI-ANNUALLY
41	INCRUSTATION/BUILD-UP REMOVAL	HARD FLOORS	ALL	QUARTERLY
42	MACHINE SCRUBBING	HARD FLOORS	ALL	WEEKLY
43	MOPPING	HARD FLOORS	ALL	DAILY

44	POLICING	BUILDING SURFACES	ALL	DAILY
45	PRESSURE WASHING	BUILDING SURFACES	EXTERIOR	QUARTERLY
46	PROCESSING RECYCLABLES	DEBRIS RECEPTACLES	ALL	DAILY

	TASK	BUILDING SURFACE	BUILDING AREA	MIN. FREQUENCY
47	PROCESSING TRASH	DEBRIS RECEPTACLES	ALL	DAILY
48	SANITIZING	CARPET FLOORS	ALL	DAILY AS NEEDED
49	SCRUBBING/RECOATING	HARD FLOORS	ALL	QUARTERLY
50	SLIP RESISTANT	HARD FLOORS	ALL	AFTER APPLICATION
51	SPINNING BONNET	CARPET FLOORS	ALL	PROHIBITED
52	SPOT CLEANING	CARPET FLOORS	ALL	DAILY
53	SPOT CLEANING	OTHER BUILDING SURFACES	ALL OTHER AREAS	DAILY AS NEEDED
54	SPOT CLEANING	UPHOLSTERY	ALL	DAILY AS NEEDED
55	SPRAY BUFFING	HARD FLOORS	ALL	WEEKLY
56	STANDING WATER REMOVAL	HARD FLOORS	ALL	DAILY
57	STRIPPING/SEALING/REFINISHING	HARD FLOORS	ALL	SEMI-ANNUALLY
58	SWEEPING	HARD FLOORS	ALL	DAILY
59	VACUUMING	CARPET FLOORS	HIGH TRAFFIC AREAS	DAILY
60	VACUUMING	CARPET FLOORS	ALL OTHER AREAS	WEEKLY
61	VACUUMING	ELEVATOR TRACKS	ALL	WEEKLY
62	VACUUMING	UPHOLSTERY	ALL	DAILY AS NEEDED

TABLE 2: CARPET FLOORS - TASKS FROM TABLE 1				
	TASK	BUILDING SURFACE	BUILDING AREA	MIN. FREQUENCY
1	DRY COMPOUND METHOD	CARPET FLOORS	ALL	DAILY AS NEEDED
2	HOT WATER EXTRACTION	CARPET FLOORS	ENTRYWAY SYSTEMS	WEEKLY
3	HOT WATER EXTRACTION	CARPET FLOORS	WALK-OFF CARPET	WEEKLY
4	HOT WATER EXTRACTION	CARPET FLOORS	HIGH TRAFFIC AREAS	QUARTERLY
5	HOT WATER EXTRACTION	CARPET FLOORS	ALL OTHER AREAS	SEMI-ANNUALLY
6	EDGING	CARPET FLOORS	ALL	WEEKLY
7	SANITIZING	CARPET FLOORS	ALL	DAILY AS NEEDED
8	SPINNING BONNET	CARPET FLOORS	ALL	PROHIBITED
9	SPOT CLEANING	CARPET FLOORS	ALL	DAILY
10	VACUUMING	CARPET FLOORS	HIGH TRAFFIC AREAS	DAILY
11	VACUUMING	CARPET FLOORS	ALL OTHER AREAS	WEEKLY

TABLE 3: HARD FLOORS - TASKS FROM TABLE 1				
	TASK	BUILDING SURFACE	BUILDING AREA	MIN. FREQUENCY
1	BURNISHING	HARD FLOORS	ALL	MONTHLY
2	GROUT CLEANING	HARD FLOORS	ALL	MONTHLY
3	GROUT SEALING	HARD FLOORS	ALL	SEMI-ANNUALLY
4	INCRUSTATION/BUILD-UP REMOVAL	HARD FLOORS	ALL	QUARTERLY
5	MACHINE SCRUBBING	HARD FLOORS	ALL	WEEKLY
6	MOPPING	HARD FLOORS	ALL	DAILY
7	SCRUBBING/RECOATING	HARD FLOORS	ALL	QUARTERLY
8	SLIP RESISTANT	HARD FLOORS	ALL	AFTER APPLICATION
9	SPRAY BUFFING	HARD FLOORS	ALL	WEEKLY
10	STANDING WATER REMOVAL	HARD FLOORS	ALL	DAILY
11	STRIPPING/SEALING/REFINISHING	HARD FLOORS	ALL	SEMI-ANNUALLY
12	SWEEPING	HARD FLOORS	ALL	DAILY

TABLE 4: ANNUAL AIR QUALITY		
	TASK	FREQUENCY
1	CLEAN AND DUST ALL AIR CONDITIONING GRILLES.	ANNUALLY
2	CLEAN AND DUST CEILING TILES AS NEEDED.	ANNUALLY
3	CLEAN AND DUST OVERHEAD LIGHTING FIXTURES AND LENSES.	ANNUALLY
4	CLEAN AND DUST ALL WALL SURFACES AS NEEDED.	ANNUALLY
5	VACUUM ALL UPHOLSTERED FURNITURE AND WALL PARTITIONS USING A HEPA FILTERED VACUUM.	ANNUALLY
6	CLEAN ALL UPHOLSTERED FURNITURE AND WALL PARTITIONS USING HOT WATER EXTRACTION SYSTEM.	ANNUALLY
7	DUST AND CLEAN ALL FURNITURE SURFACES INCLUDING LEATHER, VINYL, AND PLASTIC PORTIONS.	ANNUALLY
8	CLEAN AND DUST UNDER ALL UPHOLSTERED FURNITURE INCLUDING LEGS AND BOTTOMS.	ANNUALLY
9	CLEAN INTERIOR SIDE OF ALL WINDOWS.	ANNUALLY
10	CLEAN ALL WINDOWSILLS.	ANNUALLY
11	CLEAN ALL VERTICAL AND HORIZONTAL BLINDS.	ANNUALLY
12	VACUUM ALL DRAPERIES USING A HEPA FILTERED VACUUM.	ANNUALLY

13	CLEAN AND DUST ALL BOOK STACKS AND SHELVES; TOPS, BOTTOMS AND BETWEEN BOOKS.	ANNUALLY
14	VACUUM TOPS OF ALL BOOKS USING A HEPA FILTERED VACUUM.	ANNUALLY
15	REMOVE ALL ITEMS AND CLEAN UNDER DESKS AND OTHER FURNITURE.	ANNUALLY
16	REMOVE ALL ITEMS AND VACUUM UNDER DESKS AND OTHER FURNITURE USING A HEPA FILTERED VACUUM.	ANNUALLY
17	CLEAN AND DUST ALL BASEBOARDS THROUGHOUT THE FACILITY INCLUDING UNDER DESKS, BEHIND FURNITURE, ETC.	ANNUALLY
18	CLEAN ALL CARPET AREAS USING HOT WATER EXTRACTION SYSTEM.	ANNUALLY
19	CLEAN ANY CLEANABLE SURFACES THAT ARE NOT SPECIFICALLY MENTIONED ABOVE.	ANNUALLY
20	ALL ACCESSIBLE AREAS ARE TO BE FREE OF DUST AT THE COMPLETION OF THE CLEANING.	ANNUALLY

CONTRACTOR MUST PROVIDE A SCHEDULE FOR ANNUAL AIR QUALITY CLEANING TO THE CONTRACT ADMINISTRATOR DURING THE FIRST MONTH OF THE CONTRACT. SECOND PARTY MUST COORDINATE SCHEDULING OF THE AIR QUALITY CLEANING WITH THE CONTRACT ADMINISTRATOR.

4.5. MINIMUM (MIN.) FREQUENCIES, BY FACILITY AREA

4.5.1. ENTRANCES, EXTERIOR LANDINGS, LOADING DOCKS AND RAMPS

1. DAILY

- 4.5.1.1.1. EMPTY ALL TRASH RECEPTACLES INTO THE TRASH COLLECTION CONTAINER BEING CAREFUL NOT TO DROP ANY OF THE TRASH ONTO THE FLOOR.
- 4.5.1.1.2. EMPTY ALL RECYCLING RECEPTACLES INTO THE RECYCLABLES COLLECTION CONTAINER BEING CAREFUL NOT TO DROP ANY OF THE MATERIAL ONTO THE FLOOR.
- 4.5.1.1.3. CLEAN THE DEBRIS RECEPTACLES WITH A CLOTH DAMPENED WITH CLEANER/DISINFECTANT SOLUTION.
- 4.5.1.1.4. CLEAN AND POLICE FOR THE REMOVAL OF DIRT, MUD, TRASH, AND LITTER.
- 4.5.1.1.5. CLEAN THE EXTERIOR WALLS IN ENTRANCE AREAS, UP TO EIGHT FEET FROM THE TOP OF THE ENTRANCE FLOOR SURFACE.
- 4.5.1.1.6. CLEAN ITEMS SUCH AS MATS, SURFACES UNDER MATS, AND FOOT SCRAPERS. VACUUM MATS, RUGS, AND ENTRYWAY SYSTEMS.
- 4.5.1.1.7. CLEAN ALL GLASS DOORS AND GLASS PANELS ADJACENT TO GLASS DOORS.
- 4.5.1.1.8. ALL ENTRANCE SURFACES AND ENTRANCE MATS WILL BE CLEAN AND FREE OF ANY SOIL, STREAKS, AND DEBRIS UPON COMPLETION OF CLEANING ENTRANCES.
- 4.5.1.1.9. RETURN MATS TO THEIR ORIGINAL POSITIONS.

2. QUARTERLY

- 4.5.1.2.1. PRESSURE WASH FLOOR AND WALL SURFACES BEING CAREFUL TO NOT DAMAGE PAINTED SURFACES.

4.5.1.2.2. CLEAN EXTERIOR CARPET-LIKE ENTRYWAY SYSTEMS WITH HOT WATER EXTRACTION.

4.5.2. **LOBBIES AND HALLWAYS**

1. DAILY

- 4.5.2.1.1. EMPTY ALL TRASH RECEPTACLES INTO THE TRASH COLLECTION CONTAINER BEING CAREFUL NOT TO DROP ANY OF THE TRASH ONTO THE FLOOR.
- 4.5.2.1.2. EMPTY ALL RECYCLING RECEPTACLES INTO THE RECYCLABLES COLLECTION CONTAINER BEING CAREFUL NOT TO DROP ANY OF THE MATERIAL ONTO THE FLOOR.
- 4.5.2.1.3. CLEAN THE DEBRIS RECEPTACLES WITH A CLOTH DAMPENED WITH CLEANER/DISINFECTANT SOLUTION.
- 4.5.2.1.4. CLEAN ALL TELEPHONES WITH A CLOTH DAMPENED WITH CLEANER/DISINFECTANT SOLUTION. DO NOT SPRAY THE CLEANER/DISINFECTANT SOLUTION DIRECTLY ONTO THE TELEPHONE.
- 4.5.2.1.5. SPOT CLEAN ALL GLASS IN DOORS AND PARTITIONS USING A GLASS CLEANING SOLUTION AND A CLEAN, LENT FREE CLOTH. REPEAT THE OPERATION IF "STREAKS" APPEAR ON ANY OF THE SURFACES BEING CLEANED.
- 4.5.2.1.6. 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.
- 4.5.2.1.7. 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.
- 4.5.2.1.8. SWEEP HARDWOOD FLOOR SURFACES. IF USING A DUST MOP, USE THE PROPER SIZED MOP FOR THE AREA BEING CLEANED.
- 4.5.2.1.9. PICK UP TRASH.
- 4.5.2.1.10. MOP WITH A DAMP MOP AND A NEUTRAL DETERGENT MOPPING SOLUTION TO CLEAN HEAVILY SOILED AREAS OR TO REMOVE STICKY RESIDUE.
- 4.5.2.1.11. 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.
- 4.5.2.1.12. VACUUM MATS, RUGS, AND ENTRYWAY SYSTEMS.
- 4.5.2.1.13. SPOT-CLEAN FABRIC COVERED FURNITURE AND CARPET FLOORS WITH THE CARPET SPOTTING KIT.
- 4.5.2.1.14. RETURN ALL FURNISHINGS TO THEIR ORIGINAL POSITIONS AFTER CLEANING.
- 4.5.2.1.15. REPORT ITEMS REQUIRING MAINTENANCE TO COUNTY FOR PROMPT REPAIR.
- 4.5.2.1.16. CLEAN AND SWEEP METAL PORTIONS OF ENTRYWAY SYSTEMS, INCLUDING THE WELLS.

2. WEEKLY

- 4.5.2.2.1. VACUUM ALL AREAS OF CARPETED FLOORS (TO INCLUDE AREAS UNDER AND AROUND FURNITURE AND ALONG THE EDGES OF THE WALLS).
- 4.5.2.2.2. EDGE ALL CARPETED AREAS.
- 4.5.2.2.3. CLEAN INTERIOR ENTRYWAY SYSTEMS WITH HOT WATER EXTRACTION.
- 4.5.2.2.4. LOW AND HIGH DUSTING. DUST SURFACES USING A LIGHTLY TREATED DUST CLOTH OR A SHORT-HANDLED DUSTER.
- 4.5.2.2.5. DUST PICTURE FRAMES WITH A LIGHTLY TREATED DUST CLOTH OR SHORT-HANDLED DUSTER.
- 4.5.2.2.6. SPRAY BUFF TILE FLOORS.
- 4.5.2.2.7. MACHINE SCRUB TILE FLOORS.
- 4.5.2.2.8. MOP WELLS OF ENTRYWAY SYSTEMS.

3. MONTHLY

- 4.5.2.3.1. DAMP WIPE BLINDS.
- 4.5.2.3.2. CLEAN FLOOR GROUT.
- 4.5.2.3.3. BURNISH TILE FLOORS.

4. QUARTERLY

- 4.5.2.4.1. SPEAKER GRILLS, FLUORESCENT LIGHT DIFFUSERS OR OTHER LIGHTING FIXTURES SHALL BE CLEANED QUARTERLY OR MORE FREQUENTLY IF NECESSARY.
- 4.5.2.4.2. OVERHEAD DUSTING.
- 4.5.2.4.3. CLEAN HIGH TRAFFIC AREAS OF CARPET FLOORS WITH HOT WATER EXTRACTION.
- 4.5.2.4.4. SCRUB AND RECOAT TILE FLOORS.
- 4.5.2.4.5. REMOVE ANY INCRUSTATION OR BUILD UP ON TILE FLOORS.

5. SEMI-ANNUALLY

- 4.5.2.5.1. CLEAN ALL CARPET FLOORS WITH HOT WATER EXTRACTION.
- 4.5.2.5.2. SEAL FLOOR GROUT.
- 4.5.2.5.3. STRIP, SEAL AND REFINISH TILE FLOORS.

4.5.3. **GENERAL OFFICES, COURTROOMS, HEARING ROOMS AND AUDITORIUMS**

1. DAILY

- 4.5.3.1.1. EMPTY ALL TRASH RECEPTACLES INTO THE TRASH COLLECTION CONTAINER BEING CAREFUL NOT TO DROP ANY OF THE TRASH ONTO THE FLOOR.
- 4.5.3.1.2. EMPTY ALL RECYCLING RECEPTACLES INTO THE RECYCLABLES COLLECTION CONTAINER BEING CAREFUL NOT TO DROP ANY OF THE MATERIAL ONTO THE FLOOR.

- 4.5.3.1.3. CLEAN THE DEBRIS RECEPTACLES WITH A CLOTH DAMPENED WITH CLEANER/DISINFECTANT SOLUTION.
- 4.5.3.1.4. CLEAN ALL TELEPHONES WITH A CLOTH DAMPENED WITH CLEANER/DISINFECTANT SOLUTION. DO NOT SPRAY THE CLEANER/DISINFECTANT SOLUTION DIRECTLY ONTO THE TELEPHONE.
- 4.5.3.1.5. SPOT CLEAN ALL GLASS IN DOORS AND PARTITIONS USING A GLASS CLEANING SOLUTION AND A CLEAN, LENT FREE CLOTH. REPEAT THE OPERATION IF "STREAKS" APPEAR ON ANY OF THE SURFACES BEING CLEANED.
- 4.5.3.1.6. 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.
- 4.5.3.1.7. 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.
- 4.5.3.1.8. 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.
- 4.5.3.1.9. 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.
- 4.5.3.1.10. SPOT-CLEAN FABRIC COVERED FURNITURE AND CARPET FLOORS WITH THE CARPET SPOTTING KIT.
- 4.5.3.1.11. RETURN ALL FURNISHINGS TO THEIR ORIGINAL POSITIONS AFTER CLEANING.
- 4.5.3.1.12. REPORT ITEMS REQUIRING MAINTENANCE TO COUNTY FOR PROMPT REPAIR.

2. WEEKLY

- 4.5.3.2.1. VACUUM ALL AREAS OF CARPETED FLOORS (TO INCLUDE AREAS UNDER AND AROUND FURNITURE AND ALONG THE EDGES OF THE WALLS).
- 4.5.3.2.2. EDGE ALL CARPETED AREAS.
- 4.5.3.2.3. CLEAN INTERIOR ENTRYWAY SYSTEMS WITH HOT WATER EXTRACTION.
- 4.5.3.2.4. LOW AND HIGH DUSTING. DUST SURFACES USING A LIGHTLY TREATED DUST CLOTH OR A SHORT-HANDLED DUSTER.
- 4.5.3.2.5. DUST PICTURE FRAMES WITH A LIGHTLY TREATED DUST CLOTH OR SHORT-HANDLED DUSTER.
- 4.5.3.2.6. SPRAY BUFF TILE FLOORS.
- 4.5.3.2.7. MACHINE SCRUB TILE FLOORS.

3. MONTHLY

- 4.5.3.3.1. DAMP WIPE BLINDS.
- 4.5.3.3.2. CLEAN FLOOR GROUT.

4.5.3.3.3. BURNISH TILE FLOORS.

4. QUARTERLY

4.5.3.4.1. SPEAKER GRILLS, FLUORESCENT LIGHT DIFFUSERS OR OTHER LIGHTING FIXTURES SHALL BE CLEANED QUARTERLY OR MORE FREQUENTLY IF NECESSARY.

4.5.3.4.2. OVERHEAD DUSTING.

4.5.3.4.3. CLEAN HIGH TRAFFIC AREAS OF CARPET FLOORS WITH HOT WATER EXTRACTION.

4.5.3.4.4. SCRUB AND RECOAT TILE FLOORS.

4.5.3.4.5. REMOVE ANY INCRUSTATION OR BUILD UP ON TILE FLOORS.

5. SEMI-ANNUALLY

4.5.3.5.1. CLEAN ALL CARPET FLOORS WITH HOT WATER EXTRACTION.

4.5.3.5.2. SEAL FLOOR GROUT.

4.5.3.5.3. STRIP, SEAL AND REFINISH TILE FLOORS.

4.5.4. **CONFERENCE ROOMS, BREAK ROOMS/KITCHENS AND JURY ROOMS**

1. DAILY

4.5.4.1.1. EMPTY ALL TRASH RECEPTACLES INTO THE TRASH COLLECTION CONTAINER BEING CAREFUL NOT TO DROP ANY OF THE TRASH ONTO THE FLOOR.

4.5.4.1.2. EMPTY ALL RECYCLING RECEPTACLES INTO THE RECYCLABLES COLLECTION CONTAINER BEING CAREFUL NOT TO DROP ANY OF THE MATERIAL ONTO THE FLOOR.

4.5.4.1.3. CLEAN THE DEBRIS RECEPTACLES WITH A CLOTH DAMPENED WITH CLEANER/DISINFECTANT SOLUTION.

4.5.4.1.4. FILL TOWEL AND SOAP DISPENSERS.

4.5.4.1.5. 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.

4.5.4.1.6. CLEAN ALL TELEPHONES WITH A CLOTH DAMPENED WITH CLEANER/DISINFECTANT SOLUTION. DO NOT SPRAY THE CLEANER/DISINFECTANT SOLUTION DIRECTLY ONTO THE TELEPHONE INSTRUMENT ITSELF. SPOT CLEAN ALL GLASS IN DOORS AND OTHER GLASS SURFACES USING A GLASS CLEANER.

4.5.4.1.7. 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.

4.5.4.1.8. SWEEP HARD FLOORS. PICK UP ACCUMULATED SOIL WITH A COUNTER BRUSH AND DUSTPAN.

4.5.4.1.9. DAMP MOP ALL HARD FLOORS WITH A NEUTRAL DETERGENT SOLUTION.

4.5.4.1.10. 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.

- 4.5.4.1.11. SPOT-CLEAN CARPETS, AS NECESSARY.
- 4.5.4.1.12. SPOT CLEAN FABRIC COVERED FURNITURE WITH CARPET SPOTTING KIT.
- 4.5.4.1.13. CLEAN EXTERIOR OF APPLIANCES. CLEANING OF THE INTERIOR OF REFRIGERATORS MAY BE REQUESTED PROVIDING THAT THE REFRIGERATOR IS EMPTIED OF ALL ITEMS.
- 4.5.4.1.14. 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.
- 4.5.4.1.15. RETURN ALL FURNISHINGS TO THEIR ORIGINAL POSITIONS AFTER CLEANING.
- 4.5.4.1.16. REPORT ITEMS REQUIRING MAINTENANCE TO COUNTY FOR PROMPT REPAIR.
- 4.5.4.1.17. DO NOT DISTURB ANY PAPERS THAT MAY HAVE BEEN LEFT IN THE CONFERENCE ROOM.

2. WEEKLY

- 4.5.4.2.1. VACUUM ALL AREAS OF CARPETED FLOORS (TO INCLUDE AREAS UNDER AND AROUND FURNITURE AND ALONG THE EDGES OF THE WALLS).
- 4.5.4.2.2. EDGE ALL CARPETED AREAS.
- 4.5.4.2.3. CLEAN INTERIOR ENTRYWAY SYSTEMS WITH HOT WATER EXTRACTION.
- 4.5.4.2.4. LOW AND HIGH DUSTING. DUST SURFACES USING A LIGHTLY TREATED DUST CLOTH OR A SHORT-HANDLED DUSTER.
- 4.5.4.2.5. DUST PICTURE FRAMES WITH A LIGHTLY TREATED DUST CLOTH OR SHORT-HANDLED DUSTER.
- 4.5.4.2.6. SPRAY BUFF TILE FLOORS.
- 4.5.4.2.7. MACHINE SCRUB TILE FLOORS.

3. MONTHLY

- 4.5.4.3.1. DAMP WIPE BLINDS.
- 4.5.4.3.2. CLEAN FLOOR GROUT.
- 4.5.4.3.3. BURNISH TILE FLOORS.

4. QUARTERLY

- 4.5.4.4.1. SPEAKER GRILLS, FLUORESCENT LIGHT DIFFUSERS OR OTHER LIGHTING FIXTURES SHALL BE CLEANED QUARTERLY OR MORE FREQUENTLY IF NECESSARY.
- 4.5.4.4.2. OVERHEAD DUSTING.
- 4.5.4.4.3. CLEAN HIGH TRAFFIC AREAS OF CARPET FLOORS WITH HOT WATER EXTRACTION.
- 4.5.4.4.4. SCRUB AND RECOAT TILE FLOORS.
- 4.5.4.4.5. REMOVE ANY INCRUSTATION OR BUILD UP ON TILE FLOORS.

5. SEMI-ANNUALLY

4.5.4.5.1. CLEAN ALL CARPET FLOORS WITH HOT WATER EXTRACTION.

4.5.4.5.2. SEAL FLOOR GROUT.

4.5.4.5.3. STRIP, SEAL AND REFINISH TILE FLOORS.

4.5.5. **RESTROOMS**

1. DAILY

4.5.5.1.1. CLEAN BOTH SIDES OF DOORS LEADING INTO THE RESTROOM WITH A CLOTH DAMPENED WITH CLEANER/DISINFECTANT SOLUTION PAYING PARTICULAR ATTENTION TO DOORKNOBS, PUSH PLATES, VENTILATION GRILLES, AND KICK PLATES.

4.5.5.1.2. DRY ALL METAL SURFACES AFTER WET CLEANING TO PREVENT WATER SPOTTING.

4.5.5.1.3. 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.

4.5.5.1.4. CLEAN DISPENSERS AND REPLENISH PAPER PRODUCTS AND SOAP SUPPLIES IN THE REST ROOMS.

4.5.5.1.5. REMOVE TRASH AND SOIL FROM THE FLOOR BY SWEEPING.

4.5.5.1.6. PICK UP TRASH.

4.5.5.1.7. CLEAN ALL MIRRORS TO A STREAK-FREE FINISH USING A LINT FREE CLOTH AND GLASS CLEANER.

4.5.5.1.8. CLEAN AND DISINFECT EXTERIOR SURFACES OF HAND DRYERS/TOWEL DISPENSERS

4.5.5.1.9. 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.

4.5.5.1.10. WIPE ALL POLISHED SURFACES DRY TO PREVENT WATER SPOTTING.

4.5.5.1.11. 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).

4.5.5.1.12. 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.

4.5.5.1.13. CLEAN AND DISINFECT INTERIOR AND EXTERIOR SURFACES OF SANITARY NAPKIN RECEPTACLES AND REPLACE PLASTIC BAG LINER WITH A NEW LINER.

4.5.5.1.14. CLEAN AND DISINFECT ALL SURFACES OF PARTITIONS, STALLS, STALL DOORS, AND WALL AREAS ADJACENT TO WALL-MOUNTED LAVATORIES, URINALS, AND TOILETS.

4.5.5.1.15. DAMP CLEAN AND DISINFECT ALL INTERIOR AND EXTERIOR SURFACES OF TOILET BOWLS, URINALS, LAVATORIES, SHOWERS, SHOWERHEADS, DISPENSERS, SOAP DISHES, AND OTHER SUCH SURFACES.

- 4.5.5.1.16. DAMP CLEAN AND DISINFECT ALL SURFACES OF SHOWER CURTAINS AND DOORS.
- 4.5.5.1.17. DAMP CLEAN AND DISINFECT ALL EXTERIOR SURFACES OF LOCKERS.
- 4.5.5.1.18. WIPE ALL POLISHED METAL SURFACES DRY TO PREVENT WATER SPOTTING USING A CLEAN, DRY CLOTH.
- 4.5.5.1.19. WET MOP THE RESTROOM FLOOR DAILY WITH A CLEANER/DISINFECTANT MOPPING SOLUTION. RINSE THE FLOOR THOROUGHLY WITH CLEAR WATER TO PREVENT A BUILDUP OF DETERGENT RESIDUE.
- 4.5.5.1.20. USE "CAUTION – WET FLOOR" SIGNS WHEN MOPPING RESTROOM FLOORS.
- 4.5.5.1.21. POUR SOME OF THE CLEANER/DISINFECTANT MOPPING SOLUTION DOWN THE FLOOR DRAINS TO ENSURE THAT THE "TRAP" IS FULL TO PREVENT ANY SEWER GAS FROM ESCAPING THROUGH THE TRAPS AND INTO THE RESTROOMS.
- 4.5.5.1.22. REPORT ITEMS REQUIRING MAINTENANCE TO THE COUNTY.
- 4.5.5.1.23. DE-SCALE FIXTURES, IF NECESSARY, USING A MILD, ACID TYPE BOWL CLEANER.
- 4.5.5.1.24. 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.

2. WEEKLY

- 4.5.5.2.1. VACUUM ALL AREAS OF CARPETED FLOORS (TO INCLUDE AREAS UNDER AND AROUND FURNITURE AND ALONG THE EDGES OF THE WALLS).
- 4.5.5.2.2. EDGE ALL CARPETED AREAS.
- 4.5.5.2.3. CLEAN INTERIOR ENTRYWAY SYSTEMS WITH HOT WATER EXTRACTION.
- 4.5.5.2.4. LOW AND HIGH DUSTING. DUST SURFACES USING A LIGHTLY TREATED DUST CLOTH OR A SHORT-HANDLED DUSTER.
- 4.5.5.2.5. DUST PICTURE FRAMES WITH A LIGHTLY TREATED DUST CLOTH OR SHORT-HANDLED DUSTER.
- 4.5.5.2.6. CLEAN AND FLUSH FLOOR DRAINS WITH GERMICIDAL DETERGENT, FOLLOWED BY A SECOND FLUSHING WITH CLEAN RINSE WATER. THEN FILL WITH THE APPROPRIATE CHEMICAL.
- 4.5.5.2.7. CLEAN FLOOR GROUT.
- 4.5.5.2.8. SPRAY BUFF TILE FLOORS.
- 4.5.5.2.9. MACHINE SCRUB TILE FLOORS.
- 4.5.5.2.10. RE-STOCK FEMININE PRODUCTS.

3. MONTHLY

- 4.5.5.3.1. DAMP WIPE BLINDS.
- 4.5.5.3.2. REFILL OR CHANGE URINAL SCREENS AND DEODORIZERS.
- 4.5.5.3.3. CLEAN FLOOR GROUT AND WALL GROUT.
- 4.5.5.3.4. BURNISH TILE FLOORS.

4. QUARTERLY

- 4.5.5.4.1. SPEAKER GRILLS, FLUORESCENT LIGHT DIFFUSERS OR OTHER LIGHTING FIXTURES SHALL BE CLEANED QUARTERLY OR MORE FREQUENTLY IF NECESSARY.
- 4.5.5.4.2. OVERHEAD DUSTING.
- 4.5.5.4.3. CLEAN HIGH TRAFFIC AREAS OF CARPET FLOORS WITH HOT WATER EXTRACTION.
- 4.5.5.4.4. SCRUB AND RECOAT TILE FLOORS.
- 4.5.5.4.5. REMOVE ANY INCRUSTATION OR BUILD UP ON TILE FLOORS.

5. SEMI-ANNUALLY

- 4.5.5.5.1. SEAL FLOOR GROUT.
- 4.5.5.5.2. STRIP, SEAL AND REFINISH TILE FLOORS.

4.5.6. **ELEVATORS**

1. DAILY

- 4.5.6.1.1. BEFORE PROCEEDING WITH THE CLEANING OF THE EQUIPMENT, MAKE THE DEVICE IS INOPERATIVE BY PLACING THE CONTROL SWITCH IN THE OFF OR STOP POSITION.
- 4.5.6.1.2. PICKUP ANY TRASH, FOOD, OR DEBRIS DROPPED ON THE FLOORS.
- 4.5.6.1.3. CLEAN AND POLISH ALL STAINLESS STEEL AND OTHER METAL FINISHES.
- 4.5.6.1.4. CLEAN ALL STAINLESS-STEEL FASCIAE AND OTHER METAL FINISHES IN THE ELEVATOR LOBBY.
- 4.5.6.1.5. SWEEP FLOORS.
- 4.5.6.1.6. REMOVE GUM FROM FLOORS.
- 4.5.6.1.7. MOP FLOORS TO REMOVE DIRT AND STAINS.
- 4.5.6.1.8. 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).
- 4.5.6.1.9. USE STAINLESS STEEL CLEANER/POLISH ON ALL STAINLESS-STEEL SURFACES AFTER REMOVING SOIL.
- 4.5.6.1.10. CLEAN HANDRAILS AND PUSH BUTTONS.

2. WEEKLY

- 4.5.6.2.1. VACUUM ALL AREAS OF CARPETED FLOORS (TO INCLUDE AREAS UNDER AND AROUND FURNITURE AND ALONG THE EDGES OF THE WALLS).
- 4.5.6.2.2. EDGE ALL CARPETED AREAS.
- 4.5.6.2.3. LOW AND HIGH DUSTING. DUST SURFACES USING A LIGHTLY TREATED DUST CLOTH OR A SHORT-HANDLED DUSTER.
- 4.5.6.2.4. SPRAY BUFF TILE FLOORS.
- 4.5.6.2.5. MACHINE SCRUB TILE FLOORS.

3. MONTHLY

4.5.6.3.1. CLEAN FLOOR GROUT.

4.5.6.3.2. BURNISH TILE FLOORS.

4. QUARTERLY

4.5.6.4.1. SPEAKER GRILLS, FLUORESCENT LIGHT DIFFUSERS OR OTHER LIGHTING FIXTURES SHALL BE CLEANED QUARTERLY OR MORE FREQUENTLY IF NECESSARY.

4.5.6.4.2. OVERHEAD DUSTING.

4.5.6.4.3. SCRUB AND RECOAT TILE FLOORS.

4.5.6.4.4. REMOVE ANY INCRUSTATION OR BUILD UP ON TILE FLOORS.

5. SEMI-ANNUALLY

4.5.6.5.1. CLEAN ALL CARPET FLOORS WITH HOT WATER EXTRACTION.

4.5.6.5.2. SEAL FLOOR GROUT (SOME FACILITIES MAY REQUIRE MORE FREQUENCY).

4.5.6.5.3. STRIP, SEAL AND REFINISH TILE FLOORS.

4.5.7. **ESCALATORS**

1. DAILY

4.5.7.1.1. WASH HANDRAILS WITH NON-IRRITATING, NON-TOXIC SOLUTION, AND WIPE DRY.

4.5.7.1.2. WASH PANELS, SKIRTS AND MOLDING WITH A SPONGE OR CLOTH AND A DETERGENT SOLUTION.

4.5.7.1.3. WIPE DRY AND POLISH METAL WITH APPROPRIATE POLISH.

4.5.7.1.4. POLISH HANDRAILS WITH APPROPRIATE POLISH.

4.5.7.1.5. SWEEP STEPS TO REMOVE DEBRIS AND LOOSE DIRT.

4.5.7.1.6. MOP STEPS TO REMOVE ADHERED DIRT

4.5.8. **STAIRWELLS**

THIS INCLUDES ALL STAIRWELLS IN THE FACILITY THAT ARE USED BY EMPLOYEES OR THE PUBLIC FOR MOVEMENT THROUGH THE FACILITY FOR EMERGENCY OR NON-EMERGENCY REASONS. IT ALSO INCLUDES ANY EXTERIOR LANDINGS THAT CONNECT THE OCCUPIED PORTIONS OF THE FACILITY TO THE STAIRWELL.

1. DAILY

4.5.8.1.1. SPOT CLEAN WALLS AND STAIRWELL DOORS ON EACH FLOOR WITH A CLOTH AND NEUTRAL DETERGENT SOLUTION.

4.5.8.1.2. CLEAN RISERS AND BASEBOARDS (AND ON OCCASION SCUFFMARKS) WITH A NEUTRAL DETERGENT SOLUTION.

4.5.8.1.3. COLLECT ALL LITTER AND TRASH FROM THE STAIRWELL AND DUST MOP STAIRS.

4.5.8.1.4. REMOVE GUM AND OTHER RESISTANT MATERIALS.

- 4.5.8.1.5. 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.
- 4.5.8.1.6. REPORT ANY LOOSE HANDRAILS, BAD OR LOOSE STEP TREADS, OR ANY OTHER ITEM REQUIRING MAINTENANCE (AND WHICH MAY PRESENT A SAFETY HAZARD TO ANYONE USING THE STAIRS) TO COUNTY FOR FURTHER ACTION.

2. WEEKLY

- 4.5.8.2.1. VACUUM ALL AREAS OF CARPETED FLOORS (TO INCLUDE AREAS UNDER AND AROUND FURNITURE AND ALONG THE EDGES OF THE WALLS).
- 4.5.8.2.2. EDGE ALL CARPETED AREAS.
- 4.5.8.2.3. CLEAN INTERIOR ENTRYWAY SYSTEMS WITH HOT WATER EXTRACTION.
- 4.5.8.2.4. CLEAN ALL HANDRAILS AND BANISTERS WITH A CLOTH WET WITH CLEANER/DISINFECTANT SOLUTION. RINSE WITH A CLOTH DAMPENED WITH CLEAR WATER.
- 4.5.8.2.5. LOW AND HIGH DUSTING. DUST SURFACES USING A LIGHTLY TREATED DUST CLOTH OR A SHORT-HANDLED DUSTER.
- 4.5.8.2.6. DUST PICTURE FRAMES WITH A LIGHTLY TREATED DUST CLOTH OR SHORT-HANDLED DUSTER.
- 4.5.8.2.7. SPRAY BUFF TILE FLOORS.
- 4.5.8.2.8. MACHINE SCRUB TILE FLOORS.
- 4.5.8.2.9. REPORT ANY EQUIPMENT, SUPPLIES OR OTHER MATERIAL STORED IN STAIRWELLS TO THE COUNTY FOR REMOVAL.

3. MONTHLY

- 4.5.8.3.1. DAMP WIPE BLINDS.
- 4.5.8.3.2. CLEAN FLOOR GROUT.
- 4.5.8.3.3. BURNISH TILE FLOORS.

4. QUARTERLY

- 4.5.8.4.1. SPEAKER GRILLS, FLUORESCENT LIGHT DIFFUSERS OR OTHER LIGHTING FIXTURES SHALL BE CLEANED QUARTERLY OR MORE FREQUENTLY IF NECESSARY.
- 4.5.8.4.2. OVERHEAD DUSTING.
- 4.5.8.4.3. CLEAN HIGH TRAFFIC AREAS OF CARPET FLOORS WITH HOT WATER EXTRACTION.
- 4.5.8.4.4. SCRUB AND RECOAT TILE FLOORS.
- 4.5.8.4.5. REMOVE ANY INCRUSTATION OR BUILD UP ON TILE FLOORS.

5. SEMI-ANNUALLY

- 4.5.8.5.1. CLEAN ALL CARPET FLOORS WITH HOT WATER EXTRACTION.
- 4.5.8.5.2. SEAL FLOOR GROUT.

4.5.8.5.3. STRIP, SEAL AND REFINISH TILE FLOORS.

4.5.9. JANITORIAL CLOSETS AND EQUIPMENT

1. DAILY

- 4.5.9.1.1. CLEAN ALL HOUSEKEEPING EQUIPMENT AND STOREROOMS SO THAT THE HOUSEKEEPING EQUIPMENT AND ROOMS ARE PRESENTABLE.
- 4.5.9.1.2. EMPTY ALL WASTE COLLECTION CONTAINERS.
- 4.5.9.1.3. SPOT CLEAN THE DOORS, WALLS, AND SHELVES WITH A NEUTRAL DETERGENT CLEANER.
- 4.5.9.1.4. CLEAN SINKS AND WALLS ADJACENT TO SINK WITH CLEANER/DISINFECTANT SOLUTION.
- 4.5.9.1.5. ARRANGE SUPPLIES ON SHELVES IN A NEAT AND ORDERLY MANNER.
- 4.5.9.1.6. CHECK SUPPLIES AND NOTIFY SUPERVISOR IF ANY CLEANING SUPPLIES OR CHEMICALS ARE NEEDED.
- 4.5.9.1.7. SWEEP OPEN FLOOR AREA AND DAMP MOP WITH CLEANER DISINFECTANT SOLUTION.

2. WEEKLY

- 4.5.9.2.1. RESTOCK CLOSET WITH CONSUMABLE JANITORIAL SUPPLIES.

4.5.10. **NON-SPECIFIC TASKS**

- 1. THE SECOND PARTY MAY BE ASKED TO PERFORM MISCELLANEOUS ACTIVITIES AS DIRECTED BY THE CONTRACT ADMINISTRATOR USING SECOND PARTY'S STAFF ON SHIFT. THESE ACTIVITIES MAY INCLUDE BUT ARE NOT LIMITED TO PREPARING SPACE FOR NEW TENANTS OR CLEANING AN AREA AFTER THE SPACE HAS BEEN VACATED. SHOULD A TASK REQUIRE ADDITIONAL STAFF OR EQUIPMENT THEN PRICING SUBMITTED ON THE SECOND PARTY'S BID SHEET SHALL BE USED FOR CALCULATING SUCH SERVICE.

END OF SECTION

PART 1

GENERAL SPECIFICATIONS AND REQUIREMENTS

JANITORIAL SERVICES FOR VARIOUS BROWARD COUNTY FACILITIES

SECTION 5 – BARC & NJCC SPECIFIC FREQUENCIES & PROCEDURES

5. **JANITORIAL NEEDS FOR BROWARD ADDICTION RECOVERY CENTERS AND NANCY J COTTERMAN CENTER INCLUDE ALL THE JANITORIAL REQUIREMENTS FOR COUNTY FACILITIES, AND IN ADDITION, INCLUDE THE FOLLOWING SPECIFICS FOR HOSPITAL LEVEL HEALTHCARE FACILITIES:**

- 5.1. **THE BROWARD ADDICTION RECOVERY CENTER (BARC) AND NANCY J COTTERMAN RAPE CRISIS CENTER AND CHILDREN’S ADVOCACY SEXUAL ASSAULT TREATMENT CENTER (NJCC) ARE DIVISIONS OF THE HUMAN SERVICES DEPARTMENT. BARC PROVIDES ALCOHOL AND SUBSTANCE USE SERVICES FOR BROWARD COUNTY RESIDENTS EIGHTEEN YEARS AND OLDER. BARC PROVIDES SERVICES AT THREE TOBACCO/SMOKING FREE LOCATIONS. NJCC IS BROWARD COUNTY’S CHILDREN’S ADVOCACY CENTER AND CERTIFIED RAPE CRISIS CENTER AND PROVIDES SERVICES AT ONE LOCATION.**

- 5.2. **CENTRAL**
1000 SW 2ND STREET, FORT LAUDERDALE, FL 33312

SERVICES: TRIAGE AND DETOXIFICATION SERVICES, ASSESSMENT AND ADMISSIONS, AND NON- RESIDENTIAL DAY TREATMENT

- 5.2.1. TRIAGE AND DETOXIFICATION SERVICES – 24 HOURS/7 DAYS
- 5.2.2. ASSESSMENT AND ADMISSIONS – MONDAY – FRIDAY 8:00AM TO 5:00PM
- 5.2.3. NON-RESIDENTIAL DAY TREATMENT – MONDAY – FRIDAY 8:00AM TO 4:30PM
- 5.2.4. MEDICAL RECORDS UNIT – MONDAY – FRIDAY 8:00AM TO 4:30PM
- 5.2.5. ADMINISTRATION – MONDAY – FRIDAY 8:00AM TO 5:00PM
- 5.2.6. ADMISSIONS – TUESDAY 7:00AM TO 7:00PM AND MONDAY, WEDNESDAY, THURSDAY, AND FRIDAY 7:00AM TO 5PM

- 5.3. **EDGAR P. MILLS MULTI-PURPOSE CENTER**
900 NW 31ST AVENUE, SUITE 2000, FORT LAUDERDALE, FL 33311

SERVICES: OUTPATIENT TREATMENT SERVICES – MONDAY – FRIDAY 8:00AM TO 8:30PM.

- 5.4. **STEPHEN R. BOOHER FACILITY**
3275 NW 99TH WAY, CORAL SPRINGS, FL 33065

SERVICES: INTENSIVE RESIDENTIAL TREATMENT PROGRAM AND PERINATAL ADDICTION PROGRAM – 24 HOURS/7

DAYS.

5.5. NANCY J. COTTERMAN CENTER (NJCC)
400 NE 4TH STREET, FORT LAUDERDALE, FL 33301

SERVICES: OUTPATIENT TREATMENT SERVICES – 24 HOURS/7 DAYS; FORENSIC MEDICAL EXAMINATIONS FOR VICTIMS OF SEXUAL ABUSE/ASSAULT AND CHILD ABUSE.

5.6. INTRODUCTION TO STANDARDS IC.02.01.01 THROUGH IC.02.03.01 – IMPLEMENTATION

- 5.6.1. THE ACTIVITIES OF INFECTION PREVENTION AND CONTROL SHOULD BE PRACTICAL AND INVOLVE COLLABORATION AMONG STAFF. EVERYONE WHO WORKS IN THE BEHAVIORAL HEALTH CARE ORGANIZATION HAS A ROLE. IMPORTANT INFECTION PREVENTION AND CONTROL INFORMATION SHOULD BE AVAILABLE TO STAFF, INDIVIDUALS SERVED, AND THEIR FAMILIES. PRECAUTIONS NEED TO BE TAKEN CONSISTENT WITH THE ORGANIZATION'S SETTING, SERVICES, AND INDIVIDUALS SERVED (INCLUDING, WHERE NECESSARY, USING PERSONAL PROTECTIVE EQUIPMENT SUCH AS GLOVES AND MASKS); AND ANY INFECTION THAT SPREADS WITHIN THE ORGANIZATION SHOULD BE INVESTIGATED. VENDORS STAFF SHOULD OBSERVE GOOD HAND HYGIENE PRACTICES AND RESPIRATORY ETIQUETTE (FOR EXAMPLE, COUGHING AND SNEEZING INTO A TISSUE OR YOUR ELBOW) WITH INDIVIDUALS SERVED AND THEIR COLLEAGUES. THIS WILL REDUCE RISKS FROM HAND-TO-HAND SPREAD, AS WELL AS WHEN HANDLING PENS, DOOR HANDLES, TOYS, ASSISTIVE DEVICES, AND OTHER ITEMS IN THE OFFICE OR WHEREVER INDIVIDUALS ARE SERVED. CLEANING AND DISINFECTING SURFACES AND COMMON ITEMS, SUCH AS TABLETOPS, KEYBOARDS, DOORKNOBS, AND ALL HIGH-TOUCH SURFACES WILL FURTHER MINIMIZE INFECTION RISKS.
- 5.6.2. SURVEILLANCE ACTIVITIES ARE DESIGNED TO GUIDE THE ORGANIZATION IN IDENTIFYING RISKS OR OCCURRENCES OF INFECTIONS, HELP VENDOR DETERMINE THE MOST REASONABLE AND EFFECTIVE ACTIONS TO ADDRESS THE RISKS AND OCCURRENCES, AND GENERATE FEEDBACK ON THE EFFECTIVENESS OF THE PREVENTION AND CONTROL STEPS THAT WERE IMPLEMENTED.
- 5.6.3. THE ORGANIZATION USES STANDARD PRECAUTIONS, * INCLUDING THE USE OF PERSONAL PROTECTIVE EQUIPMENT (SUCH AS GLOVES AND FACE SHIELDS), TO REDUCE THE RISK OF INFECTION.
- 5.6.4. IN ADDITION TO STANDARD PRECAUTIONS, THE ORGANIZATION TAKES OTHER PRECAUTIONS IN RESPONSE TO THE WAY SUSPECTED OR IDENTIFIED INFECTIONS ARE SPREAD WITHIN THE ORGANIZATION'S SETTING OR POPULATION OF INDIVIDUALS SERVED. *
- 5.6.5. NOTE: "OTHER PRECAUTIONS" ARE INFECTION PREVENTION AND CONTROL MEASURES USED IN RESPONSE TO THE SPECIFIC WAY SUSPECTED OR IDENTIFIED INFECTIONS ARE SPREAD. THESE "OTHER

PRECAUTIONS" ARE ALSO KNOWN AS "TRANSMISSION-BASED" PRECAUTIONS. TRANSMISSION-BASED PRECAUTIONS INCLUDE CONTACT, DROPLET, AIRBORNE, OR A COMBINATION OF THESE PRECAUTIONS.

5.6.6. FOOTNOTE *: FOR FURTHER INFORMATION REGARDING TRANSMISSION-BASED PRECAUTIONS, REFER TO THE WEBSITE OF THE CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC) AT [HTTP://WWW.CDC.GOV/HAI/](http://www.cdc.gov/hai/) (INFECTION CONTROL IN HEALTHCARE SETTINGS).

5.6.7. FOR 24-HOUR CARE SETTINGS: THE ORGANIZATION COMMUNICATES TO STAFF, AND INDIVIDUALS SERVED AND, WHEN PERMITTED BY INDIVIDUALS SERVED, THEIR FAMILIES ABOUT THEIR RESPECTIVE ROLES IN PREVENTING AND CONTROLLING INFECTION. (SEE ALSO HR.01.04.01, EP 4; IC.01.05.01, EP 7).

5.6.8. NOTE: THE COMMUNICATION CAN BE VERBAL OR WRITTEN, USING POSTERS, BROCHURES, OR OTHER RESOURCES.

5.6.9. RATIONALE FOR IC.02.02.01

5.6.10. INDIVIDUALS SERVED ARE AT RISK OF DEVELOPING AN INFECTION FROM CONTACT WITH MEDICAL SUPPLIES AND DEVICES. FAILURE TO PROPERLY CLEAN OR DISINFECT, AND USE OR STORE, MEDICAL SUPPLIES AND DEVICES NOT ONLY POSES RISKS FOR THE INDIVIDUAL SEEKING SERVICES, BUT ALSO CARRIES THE RISK FOR PERSON-TO-PERSON SPREAD OF INFECTIONS.

5.6.11. THERE ARE SEVERAL STEPS INVOLVED IN THE CLEANING AND DISINFECTING OF MEDICAL SUPPLIES AND DEVICES. IT IS CRITICAL THAT VENDORS STAFF FOLLOW STANDARDIZED PRACTICES TO MINIMIZE INFECTION RISKS RELATED TO MEDICAL SUPPLIES AND DEVICES. IN ORDER TO MAINTAIN A RELIABLE SYSTEM FOR CONTROLLING THIS PROCESS, ORGANIZATIONS PAY ATTENTION TO THE FOLLOWING:

1. ORIENTATION, TRAINING, AND COMPETENCY OF HEALTH CARE WORKERS WHO ARE PROCESSING MEDICAL SUPPLIES AND DEVICES.
2. SUPERVISION OF THE HEALTH CARE WORKERS WHO ARE PROCESSING MEDICAL SUPPLIES AND DEVICES.
3. STANDARDIZATION OF PROCESS REGARDLESS OF WHETHER IT IS CENTRALIZED OR DECENTRALIZED.
4. REINFORCING THE PROCESS (FOR EXAMPLE, THE USE OF PLACARDS WHICH LIST THE STEPS TO BE FOLLOWED, ACCORDING TO MANUFACTURER'S GUIDELINES).
5. ONGOING QUALITY MONITORING.

5.7. BARC

5.7.1. TRIAGE AND DETOXIFICATION SERVICES

1. APPROXIMATELY 4,300 CLIENTS ARE SEEN AT TRIAGE AND DETOXIFICATION SERVICES. NURSING CONDUCTS A FULL ASSESSMENT TO VERIFY WHETHER THE CLIENT MEETS THE CRITERIA FOR DETOXIFICATION SERVICES WHICH IS A 52-BED UNIT. CLIENTS ARE TYPICALLY ILL AND UNSTABLE DURING THE FIRST DAYS OF THEIR CARE. FOOD SERVICES ARE PROVIDED AT THIS LOCATION. INFECTION CONTROL IS A MUST IN THIS UNIT.

5.7.2. CLEANING PROCEDURES

1. SPECIFIC PROCEDURES FOR CLEANING TOILETS, SINKS, DOORKNOBS, TERMINAL CLEANING.

5.7.3. EDUCATE WORKERS REGARDING

1. TERMINAL CLEANING, --CLEANING ENTIRE UNIT NEED TO UNDERSTAND THE HIGH TOUCH AREAS.
2. PPE-WHEN TO WEAR AND NOT WEAR—KNOWLEDGE ABOUT CLEANING BODILY FLUIDS, AS NECESSARY.
3. HAZARDOUS WASTE AND HOW TO PROTECT THEMSELVES FROM BLOOD BORNE PATHOGENS.
4. NEED TO DISPOSE OF SANITARY NAPKIN TRASH APPROPRIATELY AND REPLACE FRESH BAGS IN DISPENSERS.
5. WORKER MUST COORDINATE WITH CHARGE NURSE OR DESIGNEE BEFORE ENTERING AN OCCUPIED PATIENT ROOM OR ANY ROOM CONTAINING MEDICATION OF ANY FORM. WORKER MAY BE ACCOMPANIED BY A BARC STAFF MEMBER.

5.7.4. CLEANING SCHEDULES AND STAFFING PATTERNS 365 DAYS/YEAR

1. LAUNDRY SHOWER CURTAINS AND CURTAINS IN THE TRIAGE AREA, CLEANED MONTHLY.
2. NEED TO BE KNOWLEDGEABLE ABOUT DIFFERENT KIND OF CLEANING SUPPLIES USED WHEN AND HOW.
3. USE MICROFIBER MOPS TO CLEAN FLOORS NO BUCKETS TO EMPTY—CHANGE PAD IN BETWEEN EVERY ROOM TO PREVENT CROSS-CONTAMINATION.
4. THREE TIMES PER DAY TO FULLY CLEAN NURSES' STATION AND TRIAGE WAITING ROOM, TRIAGE STATIONS, PATIENT/STAFF BATHROOMS.
5. ALL PATIENT BATHROOMS IN DETOX CLEANED TWO TIMES PER SHIFT ON DAYS AND EVENINGS, ONCE ON OVERNIGHTS.
6. DUSTING OF AIR CONDITIONING VENTS WEEKLY.
7. CLEANING AIR VENTS QUARTERLY—WIPING THEM DOWN—NOTIFYING STAFF WHEN NEW FILTERS ARE NECESSARY.
8. CLEANING WATER DISPENSERS—HANDLES / SPOUTS / WATER-CATCH TRAYS DAILY.
9. CLEANING OUT OF TRASH CANS—ALWAYS LEAVING EXTRA BAG.
10. MED ROOM TO BE CLEANED AND TRASH EMPTIED 1/SHIFT FOR DAYS AND EVENINGS (NURSE MUST BE PRESENT WHEN CLEANING MEDICATION ROOM)

11. CLEANING UTILITY CART NIGHTLY, KEEPING TRASH COVERED AND NOT LEAVING CART UNATTENDED.
12. CLEANING TRIAGE SHOWER ONCE/DAY.
13. OFFICES—NIGHTLY EMPTYING TRASH. WEEKLY MOPPING AND DUSTING
14. MEDICAL DIRECTOR’S TREATMENT ROOM CLEANED 1XSHIFT TO INCLUDE CLEANING SINK AND TABLE.
15. CLEANING WINDOWSILLS WEEKLY.
16. IN AN EMERGENCY (NO CLEAN LINEN AVAILABLE) LAUNDRY.
17. CLEANING SUPPLIES— COUNTY APPROVED, KNOWLEDGE OF “KILL TIMES” FOR ELIMINATING VIRUSES/BACTERIA OFF SURFACES.
18. DEODORIZERS FOR URINALS-DISSOLVING TABLETS, AS NECESSARY.
19. AIR FRESHENERS KEPT FILLED.
20. CLEANING BEHIND FURNITURE ONCE A WEEK.
21. KEEP SHAMPOO/BODY WASH FILLED.
22. DISPOSABLE REFILLS OF SOAP CANNOT BE REFILLED.
23. IN THE EVENT OF A HAZARDOUS/BIOHAZARDOUS WASTE SPILL OR ACCIDENT, WHILE WEARING APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT, CLEAN WITH COUNTY APPROVED, DISINFECTANTS FOR ELIMINATING VIRUSES/BACTERIA AND DISPOSE OF IN RED BAG BIOHAZARD WASTE RECEPTACLE.

5.7.5. ASSESSMENT AND ADMISSIONS

1. APPROXIMATELY, 2500 CLIENTS ARE SEEN ANNUALLY. IT IS IMPORTANT THAT THE BATHROOM ESPECIALLY WHERE CLIENTS PROVIDE URINE TOXICOLOGY IS SANITIZED AND CLEANED AT LEAST TWICE ON DAYS AND EVENINGS, AND ONCE ON OVERNIGHT SHIFT. APPROXIMATELY 50-60 CLIENTS ATTEND INDIVIDUAL AND GROUP SESSIONS.
2. NEED TO BE KNOWLEDGEABLE ABOUT DIFFERENT KIND OF CLEANING SUPPLIES USED WHEN AND HOW.
3. USE MICROFIBER MOPS TO CLEAN FLOORS NO BUCKETS TO EMPTY—CHANGE PAD IN BETWEEN EVERY ROOM TO PREVENT CROSS-CONTAMINATION.
4. ALL PATIENT BATHROOMS IN DETOX CLEANED TWO TIMES PER SHIFT ON DAYS AND EVENINGS, ONCE ON OVERNIGHTS.
5. CLEANING AIR VENTS QUARTERLY—WIPING THEM DOWN—NOTIFYING STAFF WHEN NEW FILTERS ARE NECESSARY.
6. CLEANING WATER DISPENSERS—HANDLES / SPOUTS / WATER-CATCH TRAYS DAILY.
7. CLEANING OUT OF TRASH CANS—ALWAYS LEAVING EXTRA BAG.
8. OFFICES—NIGHTLY EMPTYING TRASH. WEEKLY MOPPING AND DUSTING “A”
9. CLEANING WINDOWSILLS WEEKLY.
10. CLEANING SUPPLIES— COUNTY APPROVED, KNOWLEDGE OF “KILL TIMES” FOR CLEANING VIRUSES/BACTERIA OFF SURFACES.

11. DEODORIZERS FOR URINALS-DISSOLVING TABLETS, AS NECESSARY.
12. AIR FRESHENERS KEPT FILLED.
13. CLEANING BEHIND FURNITURE ONCE A WEEK.
14. DISPOSABLE REFILLS OF SOAP CANNOT BE REFILLED.
15. IN THE EVENT OF A HAZARDOUS/BIOHAZARDOUS WASTE SPILL OR ACCIDENT, WHILE WEARING APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT, CLEAN WITH COUNTY APPROVED, DISINFECTANTS FOR CLEANING VIRUSES/BACTERIA AND DISPOSE OF IN RED BAG BIOHAZARD WASTE RECEPTACLE.
16. REQUIRE DAILY BUSINESS OFFICE CLEANING.

5.7.6. RESIDENTIAL TREATMENT SERVICES

1. APPROXIMATELY, 800 CLIENTS ARE ADMITTED ANNUALLY FOR APPROXIMATELY 30 DAY STAY. FOOD SERVICES ARE PROVIDED AT THE LOCATION. THIS LOCATION MUST RECEIVE THE SIMILAR JANITORIAL SERVICES AS SPECIFIED IN TRIAGE AND DETOXIFICATION SERVICES. IN ADDITION TO THE SERVICES SPECIFIED IN TRIAGE AND DETOXIFICATION SERVICES: CLEAN CLIENT PRIVATE RESTROOMS/SHOWERS WEEKLY
2. LAUNDER SHOWER CURTAINS CLEANED MONTHLY.
3. NEED TO BE KNOWLEDGEABLE ABOUT DIFFERENT KIND OF CLEANING SUPPLIES USED WHEN AND HOW.
4. USE MICROFIBER MOPS TO CLEAN FLOORS NO BUCKETS TO EMPTY—CHANGE PAD IN BETWEEN EVERY ROOM TO PREVENT CROSS-CONTAMINATION.
5. THREE TIMES PER DAY TO FULLY CLEAN NURSES' STATION AND TRIAGE WAITING ROOM, TRIAGE STATIONS, PATIENT/STAFF BATHROOMS.
6. ALL PATIENT BATHROOMS IN DETOX CLEANED TWO TIMES PER SHIFT ON DAYS AND EVENINGS, ONCE ON OVERNIGHTS.
7. CLEANING AIR VENTS QUARTERLY—WIPING THEM DOWN—NOTIFYING STAFF WHEN NEW FILTERS ARE NECESSARY.
8. CLEANING WATER DISPENSERS—HANDLES / SPOUTS / WATER-CATCH TRAYS DAILY.
9. CLEANING OUT OF TRASH CANS—ALWAYS LEAVING EXTRA BAG.
10. MED ROOM TO BE CLEANED AND TRASH EMPTIED 1/SHIFT FOR DAYS AND EVENINGS.
11. CLEANING UTILITY CART NIGHTLY, KEEPING TRASH COVERED AND NOT LEAVING CART UNATTENDED.
12. OFFICES—NIGHTLY EMPTYING TRASH. WEEKLY MOPPING AND DUSTING.
13. MEDICAL DIRECTOR'S TREATMENT ROOM CLEANED 1XSHIFT TO INCLUDE CLEANING SINK AND TABLE.
14. CLEANING WINDOWSILLS WEEKLY.
15. CLEANING SUPPLIES— COUNTY APPROVED, KNOWLEDGE OF "KILL TIMES" FOR CLEANING VIRUSES/BACTERIA OFF SURFACES.
16. DEODORIZERS FOR URINALS-DISSOLVING TABLETS, AS NECESSARY.

17. AIR FRESHENERS KEPT FILLED.
18. CLEANING BEHIND FURNITURE ONCE A WEEK.
19. KEEP SHAMPOO/BODY WASH FILLED.
20. DISPOSABLE REFILLS OF SOAP CANNOT BE REFILLED.
21. IN THE EVENT OF A HAZARDOUS/BIOHAZARDOUS WASTE SPILL OR ACCIDENT, WHILE WEARING APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT, CLEAN WITH COUNTY APPROVED, DISINFECTANTS FOR CLEANING VIRUSES/BACTERIA AND DISPOSE OF IN RED BAG BIOHAZARD WASTE RECEPTACLE.
22. REQUIRE DAILY BUSINESS OFFICE CLEANING.

5.7.7. NON-RESIDENTIAL DAY TREATMENT

1. APPROXIMATELY, 1,000 CLIENTS ARE ADMITTED ANNUALLY. IT IS IMPORTANT THAT THE BATHROOM ESPECIALLY WHERE CLIENTS PROVIDE URINE TOXICOLOGY IS SANITIZED AT LEAST TWICE A DAY. APPROXIMATELY 60-80 CLIENTS ATTEND INDIVIDUAL AND GROUP SESSIONS.
2. NEED TO BE KNOWLEDGEABLE ABOUT DIFFERENT KIND OF CLEANING SUPPLIES USED WHEN AND HOW.
3. USE MICROFIBER MOPS TO CLEAN FLOORS NO BUCKETS TO EMPTY—CHANGE PAD IN BETWEEN EVERY ROOM TO PREVENT CROSS-CONTAMINATION.
4. ALL PATIENT BATHROOMS IN DETOX CLEANED TWO TIMES PER SHIFT ON DAYS AND EVENINGS, ONCE ON OVERNIGHTS.
5. CLEANING AIR VENTS QUARTERLY—WIPING THEM DOWN—NOTIFYING STAFF WHEN NEW FILTERS ARE NECESSARY.
6. CLEANING WATER DISPENSERS—HANDLES / SPOUTS / WATER-CATCH TRAYS DAILY.
7. CLEANING OUT OF TRASH CANS—ALWAYS LEAVING EXTRA BAG.
8. OFFICES—NIGHTLY EMPTYING TRASH. WEEKLY MOPPING AND DUSTING “A”
9. CLEANING WINDOWSILLS WEEKLY.
10. CLEANING SUPPLIES— COUNTY APPROVED, KNOWLEDGE OF “KILL TIMES” FOR CLEANING VIRUSES/BACTERIA OFF SURFACES.
11. DEODORIZERS FOR URINALS-DISSOLVING TABLETS, AS NECESSARY.
12. AIR FRESHENERS KEPT FILLED.
13. CLEANING BEHIND FURNITURE ONCE A WEEK.
14. DISPOSABLE REFILLS OF SOAP CANNOT BE REFILLED.
15. IN THE EVENT OF A HAZARDOUS/BIOHAZARDOUS WASTE SPILL OR ACCIDENT, WHILE WEARING APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT, CLEAN WITH COUNTY APPROVED, DISINFECTANTS FOR CLEANING VIRUSES/BACTERIA AND DISPOSE OF IN RED BAG BIOHAZARD WASTE RECEPTACLE.
16. REQUIRE DAILY BUSINESS OFFICE CLEANING.

5.7.8. OUTPATIENT SERVICES

1. APPROXIMATELY, 1750 CLIENTS ARE SEEN ANNUALLY. IT IS IMPORTANT THAT THE BATHROOM ESPECIALLY WHERE CLIENTS PROVIDE URINE TOXICOLOGY IS SANITIZED AT LEAST TWICE A DAY. APPROXIMATELY 50-60 CLIENTS ATTEND INDIVIDUAL AND GROUP SESSIONS.
2. NEED TO BE KNOWLEDGEABLE ABOUT DIFFERENT KIND OF CLEANING SUPPLIES USED WHEN AND HOW.
3. USE MICROFIBER MOPS TO CLEAN FLOORS NO BUCKETS TO EMPTY—CHANGE PAD IN BETWEEN EVERY ROOM TO PREVENT CROSS-CONTAMINATION.
4. ALL PATIENT BATHROOMS IN DETOX CLEANED TWO TIMES PER SHIFT ON DAYS AND EVENINGS, ONCE ON OVERNIGHTS.
5. CLEANING AIR VENTS QUARTERLY—WIPING THEM DOWN—NOTIFYING STAFF WHEN NEW FILTERS ARE NECESSARY.
6. CLEANING WATER DISPENSERS—HANDLES / SPOUTS / WATER-CATCH TRAYS DAILY.
7. CLEANING OUT OF TRASH CANS—ALWAYS LEAVING EXTRA BAG.
8. OFFICES—NIGHTLY EMPTYING TRASH. WEEKLY MOPPING AND DUSTING “A”.
9. CLEANING WINDOWSILLS WEEKLY.
10. CLEANING SUPPLIES— COUNTY APPROVED, KNOWLEDGE OF “KILL TIMES” FOR CLEANING VIRUSES/BACTERIA OFF SURFACES.
11. DEODORIZERS FOR URINALS-DISSOLVING TABLETS, AS NECESSARY.
12. AIR FRESHENERS KEPT FILLED.
13. CLEANING BEHIND FURNITURE ONCE A WEEK.
14. DISPOSABLE REFILLS OF SOAP CANNOT BE REFILLED.
15. IN THE EVENT OF A HAZARDOUS/BIOHAZARDOUS WASTE SPILL OR ACCIDENT, WHILE WEARING APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT, CLEAN WITH COUNTY APPROVED, DISINFECTANTS FOR CLEANING VIRUSES/BACTERIA AND DISPOSE OF IN RED BAG BIOHAZARD WASTE RECEPTACLE.
16. REQUIRE DAILY BUSINESS OFFICE CLEANING.

5.7.9. ADMINISTRATION AND MEDICAL RECORDS UNIT

1. REQUIRE DAILY BUSINESS OFFICE CLEANING.

5.8. NJCC

APPROXIMATELY 3,500 CLIENTS ARE PROVIDED SERVICES. OVER 2,000 FORENSIC MEDICAL EXAMINATIONS ARE CONDUCTED ON A YEARLY BASIS TO ASSESS FOR INJURIES AND COLLECT EVIDENCE FOR PROSECUTION OF CRIME. MAJOR PURPOSE OF EXAMINATIONS IS TO: EVALUATING AND TREAT INJURIES; CONDUCT PROMPT EXAMINATIONS; PROVIDING SUPPORT, CRISIS INTERVENTION, AND ADVOCACY; PROVIDING PROPHYLAXIS AGAINST SEXUALLY

TRANSMITTED INFECTIONS; ASSESSING PATIENTS FOR PREGNANCY RISK AND DISCUSSING OF TREATMENT OPTIONS; PROVIDE FOLLOW-UP CARE FOR MEDICAL AND EMOTIONAL NEEDS. INFECTION CONTROL IS A MUST IN THIS AGENCY.

5.8.1. CLEANING SCHEDULES AND STAFFING PATTERNS

1. LAUNDER SHOWER CURTAIN (S) CLEANED MONTHLY.
2. NEED TO KNOW DIFFERENT KIND OF CLEANING SUPPLIES USED WHEN AND HOW.
3. USE MICROFIBER MOPS-NO BUCKETS TO EMPTY—CHANGE EVERY PAD FOR EVERY ROOM.
4. ALL FLOORS CLEANED NIGHTLY STRIPPING AND WAXING FLOORS 2X/YEAR.
5. CLEANING AIR VENTS—WIPING THEM DOWN—NOTIFYING STAFF WHEN NEW FILTERS ARE NECESSARY.
6. CLEANING WATER DISPENSERS—HANDLES EVERY DAY.
7. CLEANING OUT OF TRASH CANS—ALWAYS LEAVING EXTRA BAG(S).
8. MEDICAL EXAMINATION ROOMS TO BE CLEANED 1/SHIFT.
9. CLEANING UTILITY CART NIGHTLY.
10. BUFFING FLOORS WEEKLY.
11. CLEANING OF THE MATS WEEKLY.
12. CLEANING SHOWER ONCE/DAY.
13. OFFICES—NIGHTLY EMPTYING TRASH.
14. CLEANING WINDOWSILLS WEEKLY.
15. CLEANING SUPPLIES— COUNTY APPROVED, KNOWLEDGE OF “KILL TIMES” FOR CLEANING VIRUSES/BACTERIA OFF SURFACES.
16. DEODORIZERS FOR URINALS-DISSOLVING TABLETS.
17. CLEANING BEHIND FURNITURE ONCE A WEEK.
18. KEEP SHAMPOO/BODY/HAND WASH FILLED.
19. DISPOSABLE REFILLS OF SOAP CANNOT BE REFILLED.

5.9. IF THERE IS A DISCREPANCY IN MINIMUM FREQUENCIES FOR A TASK LISTED IN SECTION 4 AND A TASK LISTED IN SECTION 5, THE MORE FREQUENT REQUIREMENT WILL PREVAIL AT THE BUILDINGS LISTED IN THIS SECTION.

5.10. SPECIAL CONDITIONS TO GENERAL SPECIFICATIONS AND REQUIREMENTS

THE SPECIAL CONDITIONS IN THIS SECTION ARE IN ADDITION TO THE GENERAL SPECIFICATIONS AND REQUIREMENTS FOR THE JANITORIAL NEEDS FOR HOSPITAL LEVEL HEALTHCARE FACILITIES:

5.10.1. SCHEDULED SERVICES REQUIREMENTS:

1. BARC REQUIRES SERVICES AT AN INTERVAL OF 3 SHIFTS/DAY, 365 DAYS/YEAR. THE AGREED UPON SCHEDULE MAY BE CHANGED TO MEET THE OPERATIONAL NEEDS OF THE COUNTY. HOURS MUST ADAPT TO COMPLY WITH ANY SECURITY STANDARDS.

5.10.2. DISINFECTING:

1. ALL POTENTIAL RISK SURFACES SHALL BE CLEANED USING AN EPA REGISTERED DISINFECTANT SPRAY FOR RESTROOMS AND OTHER POTENTIAL CONTAMINATED SURFACES, INCLUDING ALL SURFACES IN PATIENT-CARE AREAS.

5.10.3. FURNITURE, UPHOLSTERED:

1. 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, INCLUDING BACKS AND SEATS OF ALL HARD CHAIRS IN SITTING AREAS, CONFERENCE ROOMS, WAITING ROOMS AND CLIENT AREAS.

5.10.4. MOPPING:

1. USE A MICROFIBER PAD; ONE PER ROOM, TO CLEAN ALL AREAS AND ROOMS IN PATIENT-CARE FACILITIES TO PREVENT TRANSMISSION OF BACTERIA, VIRUSES, ETC. AND REDUCE THE SPREAD OF INFECTION.

5.10.5. STRIPPING/SEALING/FINISHING:

1. IN PATIENT-CARE AREAS, STRIPPING/SEALING/FINISHING MUST BE COMPLETED ON ONE SIDE OF THE HALLWAY, THEN COMPLETE THE OTHER SIDE AFTER THE FIRST SIDE HAS DRIED.

5.10.6. SWEEPING:

1. THE PROCESS CAN BE ACCOMPLISHED WITH A DUST MOP OR MICROFIBER PADS.

5.10.7. CONTRACTOR RESPONSIBILITIES - HOLIDAYS:

1. BARC AND NJCC - THE SECOND PARTY SHALL PERFORM SERVICES SEVEN (7) DAYS PER WEEK, AND EACH WEEK OF THE YEAR INCLUDING ALL HOLIDAYS OBSERVED BY THE FEDERAL, STATE AND COUNTY GOVERNMENTS.

5.10.8. CONTRACTOR RESPONSIBILITIES - SMOKE FREE ENVIRONMENT:

1. BARC IS A SMOKE FREE FACILITY, BOTH INSIDE AND OUTSIDE ITS BUILDINGS. SECOND PARTY'S STAFF CANNOT SMOKE IN THE PARKING LOTS, IN THEIR CARS OR ANYWHERE IN SIGHT OF THE BUILDING. ADDITIONALLY, SECOND PARTY'S STAFF CANNOT SMELL LIKE CIGARETTES, AS THIS IS A TRIGGER FOR MANY WHO ARE IN THE PROCESS OF QUITTING.

5.10.9. PERSONNEL REQUIREMENTS - UNIFORMS:

1. THE UNIFORM MUST MEET OR EXCEED ALL SAFETY RELATED STANDARDS SUCH AS STEEL TOE SHOES OR OTHER SAFETY RELATED UNIFORM MATERIALS AS DETERMINED BY THE COUNTY.

5.10.10. PERSONNEL REQUIREMENTS - TRAINING SUBJECTS:

1. THE SECOND PARTY SHALL ALSO PROVIDE EACH EMPLOYEE WITH THE FOLLOWING TRAINING WITHIN THE FIRST MONTH OF EMPLOYMENT AND AGAIN DURING EACH TWELVE-MONTH PERIOD DURING THE EMPLOYEE'S TENURE:
2. HIPAA

3. 42 CFR

4. INFECTION PREVENTION AND CONTROL INCLUDING PROPER HAND WASHING

5.10.11. GREEN CLEANING:

1. PURCHASE/UTILIZE COLOR-CODED MICROFIBER MOPS, TOWELS, AND OTHER SIMILAR WIPING MATERIALS TO ELIMINATE CROSS CONTAMINATION. ONE COLOR WILL BE DESIGNATED FOR RESTROOMS AND ANOTHER COLOR FOR OTHER AREAS. MOPS, TOWELS, AND OTHER SIMILAR WIPING MATERIALS USED TO CLEAN RESTROOMS WILL NOT BE USED TO CLEAN OTHER AREAS AND VICE VERSUS. MOP PADS CHANGED IN BETWEEN ROOMS TO HAVE CLEAN PAD FOR EACH ROOM TO REDUCE CROSS CONTAMINATION.

5.10.12. CLEANING PRODUCTS, PAPER PRODUCTS AND TRASH BAGS - PROHIBITED CHEMICALS:

1. CHEMICALS THAT DO NOT COMPLY WITH THE LEED CRITERIA IN PART 1, SECTION 10, EXCEPT AS NECESSARY TO KILL VIRUSES/BACTERIA IN PATIENT CARE AREAS OR AS APPROVED BY THE CONTRACT ADMINISTRATOR.

5.10.13. CLEANING PRODUCTS, PAPER PRODUCTS AND TRASH BAGS - GERMICIDAL PROPERTIES:

1. THE SECOND PARTY SHALL USE A GERMICIDAL DETERGENT THAT BEARS THE ENVIRONMENTAL PROTECTION AGENCY REGISTRATION NUMBER AND KILLS THE MRSA VIRUS, HIV AND HEPATITIS WHERE NECESSARY TO COMPLY WITH HEALTH REGULATIONS OR AS APPROVED BY THE CONTRACT ADMINISTRATOR.

END OF SECTION

PART 1

GENERAL SPECIFICATIONS AND REQUIREMENTS

JANITORIAL SERVICES FOR VARIOUS BROWARD COUNTY FACILITIES

SECTION 6 – PERFORMANCE STANDARDS

6.1.1. PERFORMANCE STANDARDS

6.1.2. THIS SOLICITATION IS A PERFORMANCE-BASED AGREEMENT. SECOND PARTY IS REQUIRED TO PROVIDE ALL SERVICES AND SUPPLIES OF SUFFICIENT QUANTITY AND QUALITY TO ACHIEVE THE QUALITY PERFORMANCE STANDARDS PRESCRIBED IN THE SPECIFICATIONS HEREIN AT THE PRICES STATED IN THE PRICE SHEETS. SPECIFIC TASKS AND THE FREQUENCY OF THEIR PERFORMANCE ARE PROPOSED IN THE FREQUENCY AND PROCEDURES FOR CLEANING SECTION. THESE FREQUENCIES ARE PROPOSED AS THE MINIMUM REQUIREMENTS TO ACHIEVE THE PERFORMANCE DESIRED. IN PREPARING ITS PRICE SHEETS PROPOSAL, THE SECOND PARTY IS REQUIRED TO USE ITS PROFESSIONAL EXPERIENCE AND BEST JUDGMENT TO DETERMINE THE ACTUAL QUANTITIES OF LABOR AND MATERIALS REQUIRED TO MEET THE PERFORMANCE SPECIFICATIONS FOUND IN THIS SOLICITATION. DUE TO CONDITIONS FOUND AT PARTICULAR LOCATIONS, SECOND PARTY MAY NEED TO INCREASE THE FREQUENCY OF THE TASKS IN ORDER TO KEEP THE FACILITIES NEAT AND CLEAN IN ACCORDANCE WITH THE PERFORMANCE STANDARDS PROVIDED HEREIN. ANY INCREASE IN LABOR AND MATERIALS THAT MAY BE REQUIRED TO MEET THE PERFORMANCE SPECIFICATIONS SHALL BE AT NO ADDITIONAL COST TO THE COUNTY.

6.1.3. THE FACILITY AREAS REFERENCED BELOW ARE DEFINED IN THE GRADING FORMAT SUB-SECTION OF THIS SECTION.

6.1.4. THE CONTRACT ADMINISTRATOR WILL EVALUATE THE SECOND PARTY'S PERFORMANCE BASED ON WHETHER OR NOT SECOND PARTY ACHIEVES THE MINIMUM PERFORMANCE STANDARDS LISTED BELOW BY TASKS AND SURFACES/COMPONENTS. IF A BUILDING SURFACE/COMPONENT DOES NOT COMPLY WITH THE LISTED PERFORMANCE STANDARD, IT WILL BE COUNTED AS A DISCREPANCY ASSOCIATED WITH THE TASK THAT IS NEEDED TO CORRECT IT.

TABLE 5: PERFORMANCE STANDARDS			
FACILITY AREAS 1 - 10			
	TASK	SURFACE	STANDARD
1	BURNISHING	HARD FLOORS	ABSENCE OF SCRATCHES, SCUFF MARKS, WORN AREAS AND DULL AREAS. THE PRESENCE OF A "LIKE NEW" APPEARANCE.
2	DAMP/WET WIPING	BLINDS AND SHADES	ABSENCE OF ANY SURFACE MARKS, INCLUDING FINGERPRINTS, SPILLS OR OTHER UNDESIRABLE ADHERED SURFACE RESIDUE THAT CAN BE ELIMINATED BY APPROPRIATE DAMP OR WET CLEANING TECHNIQUES.
3	DAMP/WET WIPING	BRIGHT METAL	ABSENCE OF MARKS, STREAKS, SPOTS, STAINS FROM ALL STAINLESS STEEL, CHROME, BRASS, AND OTHER BRIGHT METAL SURFACES. ALL WORK SHALL BE POLISHED TO A DRY SHEEN.
4	DAMP/WET WIPING	DEBRIS RECEPTACLES	ABSENCE OF ANY SURFACE MARKS, INCLUDING FINGERPRINTS, SPILLS OR OTHER UNDESIRABLE ADHERED SURFACE RESIDUE THAT CAN BE ELIMINATED BY APPROPRIATE DAMP OR WET CLEANING

			TECHNIQUES. ABSENCE OF SOIL, LITTER, DUST, INCRUSTATION, AND ODORS AND SHALL BE CLEANED AS NEEDED.
5	DAMP/WET WIPING	DISPENSERS	ABSENCE OF ANY SURFACE MARKS, INCLUDING FINGERPRINTS, SPILLS OR OTHER UNDESIRABLE ADHERED SURFACE RESIDUE THAT CAN BE ELIMINATED BY APPROPRIATE DAMP OR WET CLEANING TECHNIQUES.
6	DAMP/WET WIPING	FURNITURE	ABSENCE OF ANY SURFACE MARKS, INCLUDING FINGERPRINTS, SPILLS OR OTHER UNDESIRABLE ADHERED SURFACE RESIDUE THAT CAN BE ELIMINATED BY APPROPRIATE DAMP OR WET CLEANING TECHNIQUES. ALL WORK SHALL BE POLISHED TO A DRY SHEEN.
7	DAMP/WET WIPING	GLASS/MIRRORS/WINDOWS	ABSENCE OF ANY SURFACE MARKS, INCLUDING FINGERPRINTS, SPILLS OR OTHER UNDESIRABLE ADHERED SURFACE RESIDUE THAT CAN BE ELIMINATED BY APPROPRIATE DAMP OR WET CLEANING TECHNIQUES.
8	DAMP/WET WIPING	OTHER BUILDING SURFACES	ABSENCE OF ANY SURFACE MARKS, INCLUDING FINGERPRINTS, SPILLS OR OTHER UNDESIRABLE ADHERED SURFACE RESIDUE THAT CAN BE ELIMINATED BY APPROPRIATE DAMP OR WET CLEANING TECHNIQUES. IF APPROPRIATE, WORK SHALL BE POLISHED TO A DRY SHEEN.
9	DAMP/WET WIPING	SINKS/TOILETS/URINALS	ABSENCE OF ANY SURFACE MARKS, INCLUDING FINGERPRINTS, SPILLS OR OTHER UNDESIRABLE ADHERED SURFACE RESIDUE THAT CAN BE ELIMINATED BY APPROPRIATE DAMP OR WET CLEANING TECHNIQUES. ABSENCE OF STREAKS, SOIL, OTHER RESIDUE OR LATENT ODOR.
10	DESCALING	SINKS/TOILETS/URINALS	THE ABSENCE OF ANY STAINS, BACTERIA GROWTH, SPORE FORMATIONS AND GRIME THAT CAN BE ELIMINATED BY THE APPROPRIATE WET, HAND SCRUBBING TECHNIQUES.
11	DISINFECTING	BUILDING SURFACES	THE ABSENCE OF INFECTIOUS ORGANISMS, WHICH IS ACHIEVED BY APPLYING A PRODUCT THAT KILLS THEM.
12	DRY COMPOUND METHOD	CARPET FLOORS	ABSENCE OF STAINS AND OTHER ADHERED IN-FIBER ACCUMULATION.
13	DUSTING	HIGH	ABSENCE OF LOOSE DUST, DIRT, LINT, OR SPIDER WEBS ON ANY SURFACE OF ANY ITEM 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.
14	DUSTING	LOW	ABSENCE OF LOOSE DUST, DIRT, LINT, SPIDER WEBS OR LITER ON ANY SURFACE OF ANY ITEM FROM AND INCLUDING THE GENERAL LEVEL OF A DESK OR COUNTERTOP DOWN TO FLOOR HEIGHT.
15	DUSTING	OVERHEAD	THE ABSENCE OF LOOSE DUST, DIRT, LINT, OR SPIDER WEBS ON ANY SURFACE OF ANY ITEM ABOVE 8 FEET IN HEIGHT.
16	EDGING	CARPET FLOORS	ABSENCE OF DUST, LINT, AND OTHER LOOSE IN-FIBER ACCUMULATION.
17	FILLING	DISPENSERS/URINAL SCREENS	PRESENCE OF SUFFICIENT PRODUCT TO LAST UNTIL NEXT SCHEDULED SERVICE.
18	FILLING	FLOOR DRAINS	PRESENCE AT ALL TIMES OF A GERMICIDAL SOLUTION TO FILL THE DRAIN TRAP AND PREVENT THE ESCAPE OF SEWER GAS.
19	GROUT CLEANING	HARD FLOORS	ABSENCE OF ANY SOIL, WAX OR OTHER UNDESIRABLE ADHERED BUILD-UP WHICH CAN BE ELIMINATED BY APPROPRIATE HEAVY DUTY, CYCLE, OR PROJECT CLEANING TECHNIQUES.
20	GROUT SEALING	HARD FLOORS	PRESENCE OF APPROPRIATE SURFACE PROTECTION WITHOUT STREAKS, SWIRLS, OR DEBRIS.
21	GUM REMOVAL	BUILDING SURFACES	ABSENCE OF CHEWING GUM AND OTHER SIMILAR SUBSTANCES

			FROM FLOORS, CARPET, SIDEWALKS, STAIRWELLS, OR ANY OTHER SURFACES.
22	HAND SCRUBBING	DRINKING FOUNTAINS	ABSENCE OF ANY STAINS, BACTERIA GROWTH, SPORE FORMATIONS AND GRIME THAT CAN BE ELIMINATED BY THE APPROPRIATE WET, HAND SCRUBBING TECHNIQUES.
23	HAND SCRUBBING	FLOOR DRAINS	ABSENCE OF ANY STAINS, BACTERIA GROWTH, SPORE FORMATIONS AND GRIME ON SURFACES THAT CAN BE ELIMINATED BY APPROPRIATE HAND SCRUBBING TECHNIQUES.
24	HAND SCRUBBING	GRAFFITI	ABSENCE OF GRAFFITI FROM ALL CONTRACT COVERED SURFACES.
25	HAND SCRUBBING	OTHER BUILDING SURFACES	ABSENCE OF ANY STAINS, BACTERIA GROWTH, SPORE FORMATIONS AND GRIME ON SURFACES THAT CAN BE ELIMINATED BY APPROPRIATE HAND SCRUBBING TECHNIQUES.
26	HAND SCRUBBING	SINKS/TOILETS/URINALS	THE ABSENCE OF ANY STAINS, BACTERIA GROWTH, SPORE FORMATIONS AND GRIME THAT CAN BE ELIMINATED BY THE APPROPRIATE WET, HAND SCRUBBING TECHNIQUES.
27	HOT WATER EXTRACTION	CARPET FLOORS	ABSENCE OF STAINS AND OTHER ADHERED IN-FIBER ACCUMULATION.
28	INCRUSTATION/BUILD-UP REMOVAL	HARD FLOORS	ABSENCE OF ANY SOIL, WAX, OR OTHER UNDESIRABLE ADHERED BUILD UP WHICH CAN BE ELIMINATED BY APPROPRIATE HEAVY DUTY, CYCLE, OR PROJECT CLEANING TECHNIQUES.
29	MACHINE SCRUBBING	HARD FLOORS	ABSENCE OF TIGHTLY ADHERED DIRT BUILD-UP.
30	MOPPING	HARD FLOORS	ABSENCE OF ADHERED DIRT BUILD-UP.
31	POLICING	BUILDING SURFACES	ABSENCE OF LITTER OR UNDESIRABLE DEBRIS THAT CAN BE REMOVED BY APPROPRIATE POLICING TECHNIQUES.
32	PRESSURE WASHING	BUILDING SURFACES	ABSENCE OF LOOSE DUST, DIRT, LINT OR SPIDER WEBS AND THE ABSENCE OF ANY SURFACE MARKS, INCLUDING FINGERPRINTS, SPILLS, OR OTHER UNDESIRABLE ADHERED SURFACE RESIDUE.
33	PROCESSING	RECYCLABLES	ABSENCE OF RECYCLABLES IN THE BUILDING. RECYCLABLES SHALL BE COLLECTED AND REMOVED TO DESIGNATED AREA, WHICH SHALL BE MAINTAINED IN A NEAT AND TIDY CONDITION.
34	PROCESSING	TRASH	ABSENCE OF TRASH IN THE FACILITY. TRASH SHALL BE COLLECTED AND REMOVED TO DESIGNATED AREA WHICH SHALL BE MAINTAINED IN NEAT AND TIDY CONDITION.
35	SANITIZING	CARPET FLOORS	ABSENCE OF ODORS IN CARPETED AREAS.
36	SCRUBBING/RECOATING	HARD FLOORS	PRESENCE OF APPROPRIATE SURFACE GLOSS, PROTECTION, OR REFLECTIVE CAPACITY IN LINE WITH "LIKE NEW" OR DESIGNATED GLOSS LEVELS WITHOUT STREAKS, SWIRLS, OR DEBRIS.
37	SLIP RESISTANT	HARD FLOORS	PRESENCE OF APPROPRIATE FINISHES APPLIED IN THE APPROPRIATE MANNER TO PRODUCE A SLIP RESISTANT SURFACE.
38	SPINNING BONNET	CARPET FLOORS	PROHIBITED.
39	SPOT CLEANING	CARPET FLOORS	ABSENCE OF STAINS AND OTHER ADHERED IN-FIBER ACCUMULATION.
40	SPOT CLEANING	OTHER BUILDING SURFACES	ABSENCE OF ANY SURFACE MARKS, INCLUDING FINGERPRINTS, SPILLS OR OTHER UNDESIRABLE ADHERED SURFACE RESIDUE THAT CAN BE ELIMINATED BY APPROPRIATE CLEANING TECHNIQUES.
41	SPOT CLEANING	UPHOLSTERY	ABSENCE OF STAINS AND OTHER ADHERED IN-FIBER ACCUMULATION AND THE ABSENCE OF ODORS IN FABRIC.
42	SPRAY BUFFING	HARD FLOORS	ABSENCE OF SCRATCHES, SCUFF MARKS, WORN AREAS AND DULL AREAS.
43	STANDING WATER REMOVAL	HARD FLOORS	ABSENCE OF STANDING WATER RELATED TO JANITORIAL SERVICES.
44	STRIPPING/SEALING/	HARD FLOORS	PRESENCE OF APPROPRIATE SURFACE GLOSS, PROTECTION, OR

	REFINISHING		REFLECTIVE CAPACITY IN LINE WITH “LIKE NEW” OR DESIGNATED GLOSS LEVELS WITHOUT STREAKS, SWIRLS, OR DEBRIS.
45	SWEEPING	HARD FLOORS	ABSENCE OF LOOSE DUST, DIRT, LINT, OR SPIDER WEBS.
46	VACUUMING	CARPET FLOORS	ABSENCE OF DUST, LINT, AND OTHER LOOSE IN-FIBER ACCUMULATION.
47	VACUUMING	ELEVATOR TRACKS	ABSENCE OF DUST, LINT, AND OTHER LOOSE ACCUMULATION.
48	VACUUMING	UPHOLSTERY	ABSENCE OF DUST, LINT, AND OTHER LOOSE IN-FIBER ACCUMULATION.
FACILITY AREA 11: ADMINISTRATIVE			
	STANDARD		
49	SECOND PARTY FLOOR FINISH, FLOOR FINISH REMOVER, FLOOR SEAL, SPRAY BUFF SOLUTION, DETERGENT, AND SEALS ARE COMPATIBLE AND/OR BY THE SAME MANUFACTURER.		
50	SECOND PARTY CHEMICALS ON-SITE ARE IN ORIGINAL CONTAINERS AND SOLUTION AND SPRAY BOTTLES ARE SAFETY CONTAINERS.		
51	SECOND PARTY GERMICIDAL PRODUCTS BEAR THE ENVIRONMENTAL PROTECTION AGENCY REGISTRATION NUMBER AND KILL THE MRSA VIRUS.		
52	SECOND PARTY LABELS DELICATE/FRAGILE ITEMS AS SUCH, NECESSARY PRECAUTIONARY WARNING LABELS ARE AFFIXED, AND MANUFACTURER’S LABELS ARE AFFIXED TO CONTAINERS, SOLUTION, AND SPRAY BOTTLES.		
53	SECOND PARTY LABELS DELICATE/FRAGILE ITEMS AS SUCH, NECESSARY PRECAUTIONARY WARNING LABELS ARE AFFIXED, AND MANUFACTURER’S LABELS ARE AFFIXED TO CONTAINERS, SOLUTION, AND SPRAY BOTTLES.		
54	SECOND PARTY CHEMICALS, MATERIALS, PRODUCTS, AND SUPPLIES COMPLY WITH LEED v4 FOR BUILDING OPERATIONS AND MAINTENANCE INDOOR ENVIRONMENTAL QUALITY (EQ) CREDIT: GREEN CLEANING – PRODUCTS AND MATERIALS.		
55	SECOND PARTY EQUIPMENT COMPLIES WITH LEED v4 FOR BUILDING OPERATIONS AND MAINTENANCE INDOOR ENVIRONMENTAL QUALITY (EQ) CREDIT: GREEN CLEANING – EQUIPMENT.		
56	SECOND PARTY HAS NO CHLORINATED SOLVENTS, OPTICAL BRIGHTENERS, AMMONIA, BLEACH, POWDERED CLEANSER, OR OTHER SIMILAR TYPE CHEMICALS ON-SITE.		
58	SECOND PARTY FLOOR FINISHES, SEALS, SPRAY BUFF SOLUTIONS AND OTHER SUCH CHEMICALS APPLIED TO HARD FLOORS HAVE A .5 ASTM SLIP COEFFICIENT OR BETTER.		
59	SECOND PARTY HAS FUNCTIONAL, SAFE, AND CLEAN JANITORIAL EQUIPMENT.		
59	SECOND PARTY HAS FUNCTIONAL, SAFE, AND CLEAN JANITORIAL STORAGE AREAS.		
60	SECOND PARTY HAS AND USES COLOR CODED MOPS, TOWELS, ETC. TO AVOID CROSS-CONTAMINATION BETWEEN RESTROOMS AND OTHER AREAS.		
61	SECOND PARTY HAS EXTRA PAPER AND JANITORIAL PRODUCT QUANTITIES ON-SITE THAT ARE ADEQUATE TO PREVENT DEPLETION OF THESE SUPPLIES IN THE FACILITY BEFORE THE NEXT ROUTINE SERVICING.		
62	SECOND PARTY HAS AND USES THE REQUIRED COMMUNICATION EQUIPMENT.		
63	SECOND PARTY COMMUNICATES APPROPRIATELY WITH COUNTY.		
64	SECOND PARTY COMMUNICATES APPROPRIATELY WITH THEIR SUB-CONTRACTORS.		
65	SECOND PARTY REPORTS MAINTENANCE ISSUES TO COUNTY.		
66	SECOND PARTY RESPONDS TO REQUESTS FOR SERVICE.		
67	SECOND PARTY FOLLOWS SIGN-IN AND SIGN-OUT PROCEDURES.		
68	SECOND PARTY HAS AND FOLLOWS THEIR QUALITY CONTROL INSPECTION PROCESS.		
69	SECOND PARTY PROVIDES AND FOLLOWS SERVICE SCHEDULES.		
70	SECOND PARTY HAS AN AIR QUALITY CLEANING SCHEDULE ON-SITE FOR THE YEAR.		
71	SECOND PARTY MAINTAINS A CURRENT MSDS/SDS LOGBOOK ON-SITE.		
72	SECOND PARTY MAINTAINS A CURRENT QUALITY CONTROL INSPECTION REPORT LOG ON-SITE.		
73	SECOND PARTY MAINTAINS A CURRENT EQUIPMENT MAINTENANCE LOG ON-SITE.		
74	SECOND PARTY WEARS SHIRTS WITH THE COMPANY NAME ON THEM.		
75	SECOND PARTY WEARS THEIR COUNTY ISSUED CONTRACTOR ID.		
76	SECOND PARTY LEAVES DOORS LOCKED OR UNLOCKED AS REQUIRED.		
77	SECOND PARTY ACTIVATES SECURITY ALARM IS ACTIVATED, IF APPLICABLE.		
78	SECOND PARTY TURNS OFF ALL LIGHTS EXCEPT THOSE REQUIRED TO BE LEFT ON.		
79	SECOND PARTY FOLLOWS GREEN CLEANING POLICY AND PROTOCOLS.		

80	SECOND PARTY USES CHEMICALS IN THE CORRECT METHOD AND IN THE CORRECT AREAS.

6.2. COMPLIANCE WITH TASK PERFORMANCE STANDARDS

- 6.2.1. SECOND PARTY SHALL BE REQUIRED TO CLEAN EACH FACILITY SUBJECT TO THIS SOLICITATION TO A NEAT AND CLEAN CONDITION SATISFACTORY TO THE COUNTY AND IN ACCORDANCE WITH THE SPECIFICATIONS, TASKS AND STANDARDS SET FORTH IN THIS AGREEMENT. THE CONTRACT ADMINISTRATOR WILL MONITOR SECOND PARTY'S PERFORMANCE UNDER THIS SOLICITATION USING THE QUALITY CONTROL PROCEDURES SPECIFIED BY COUNTY.
- 6.2.2. ALL QUESTIONS OF SECOND PARTY CONCERNING THE QUALITY OR ACCEPTABILITY OF MATERIALS USED, WORK PERFORMANCE, THE MANNER OF PERFORMANCE AND PROGRESS MEETING THE REQUIREMENTS OF THE SOLICITATION SHOULD BE TAKEN TO THE CONTRACT ADMINISTRATOR.

6.3. PERIODIC QUALITY CONFORMANCE EVALUATION

- 6.3.1. ALL WORK PERFORMED UNDER THIS SOLICITATION WILL BE INSPECTED ON A REGULAR BASIS. THE INSPECTION FREQUENCY WILL GENERALLY BE DETERMINED BY THE SUCCESS THE SECOND PARTY ACHIEVES IN MEETING THE REQUIRED QUALITY STANDARDS FOR THE SOLICITATION TASKS. THE CONTRACT ADMINISTRATOR MAY PERFORM A QUALITY CONFORMANCE EVALUATION AT ANY TIME INCLUDING IF THE QUALITY OF SERVICE APPEARS TO DETERIORATE.
- 6.3.2. A QUALITY CONFORMANCE EVALUATION WILL BE PERFORMED FOR EACH BUILDING COVERED BY THE CONTRACT. IN SITUATIONS WHERE THERE ARE MULTIPLE BUILDINGS AT ONE LOCATION, LIKE THE BROWARD COUNTY JUDICIAL COMPLEX, A SEPARATE EVALUATION WILL BE DONE FOR EACH BUILDING.
- 6.3.3. ALL WORK WILL BE ASSIGNED A NUMERICAL RATING BASED ON A 5-POINT SCALE.
- 6.3.4. MINIMUM INSPECTION FREQUENCY BASED ON RATING:
1. 4.00-5.00 REQUIRES INSPECTION EVERY 3 MONTHS
 2. 3.50-3.99 REQUIRES INSPECTION EVERY 2 MONTHS
 3. 3.00-3.49 REQUIRES INSPECTION EVERY MONTH
 4. 0.00-2.99 REQUIRES INSPECTION EVERY WEEK/Written NOTICE
- 6.3.5. FOUR (4) CONSECUTIVE INSPECTIONS RESULTING IN A RATING OF 3.0 OR BELOW, DETERMINED INDIVIDUALLY OR CUMULATIVELY, COULD BE DEEMED BY THE COUNTY, IN THE COUNTY'S SOLE DISCRETION, TO BE AN EVENT OF DEFAULT AND SUBJECT TO TERMINATION FOR NON-PERFORMANCE UNDER ARTICLE 7 OF THIS AGREEMENT.

6.4. GRADING FORMAT

- 6.4.1. COUNTY WILL INSPECT AND EVALUATE SECOND PARTY'S PERFORMANCE IN ACCORDANCE WITH THE FREQUENCY SCHEDULE DESCRIBED ABOVE. INSPECTIONS MAY BE MORE FREQUENT IF NECESSARY, TO ENSURE COMPLIANCE WITH SOLICITATION SPECIFICATIONS.

6.4.2. THE FACILITY AREAS TO BE RATED WILL BE:

1. ARRIVAL/PUBLIC ACCESS AREAS
2. INTERIOR PUBLIC/SERVICE AREAS
3. EMPLOYEE/GROUP WORK AREAS
4. ADMINISTRATIVE/PRIVATE OFFICES
5. EMPLOYEE/JOINT USE AREAS
6. SUPPORT/SERVICE AREAS
7. SPECIALTY AREAS INCLUDING PATIENT-CARE AREAS
8. RESTROOMS
9. CARPET FLOORS
10. HARD FLOORS
11. ADMINISTRATIVE DUTIES

“ALSO KNOWN AS” IDENTIFICATIONS MAY BE USED ON THE PERIODIC QUALITY CONFORMANCE EVALUATION TO IDENTIFY THESE AREAS MORE SPECIFICALLY TO THE FACILITY.

6.4.3. NUMERICAL RATINGS SHALL BE SCORED AS FOLLOWS:

1. A NUMERICAL RATING OF 5.0 SIGNIFIES THE CONDITION OF THE SPACE IS FULLY IN COMPLIANCE WITH THE PERFORMANCE STANDARDS.
2. A NUMERICAL RATING OF 4.75 SIGNIFIES THE SPACE HAS 1 DISCREPANCY.
3. A NUMERICAL RATING OF 4.50 SIGNIFIES THE SPACE HAS 2 DISCREPANCIES.
4. A NUMERICAL RATING OF 4.25 SIGNIFIES THE SPACE HAS 3 DISCREPANCIES.
5. A NUMERICAL RATING OF 4.00 SIGNIFIES THE SPACE HAS 4 DISCREPANCIES.
6. A NUMERICAL RATING OF 3.67 SIGNIFIES THE SPACE HAS 5 DISCREPANCIES.
7. A NUMERICAL RATING OF 3.33 SIGNIFIES THE SPACE HAS 6 DISCREPANCIES.
8. A NUMERICAL RATING OF 3.00 SIGNIFIES THE SPACE HAS 7 DISCREPANCIES.
9. A NUMERICAL RATING OF 2.00 SIGNIFIES THE SPACE HAS 8 OR MORE DISCREPANCIES IDENTIFIED AS NOT MEETING THE PERFORMANCE STANDARDS AND REQUIRES IMMEDIATE SIGNIFICANT ADDITIONAL EFFORT BY SECOND PARTY TO BRING THE AREA INTO COMPLIANCE. THIS RATING REQUIRES AN IMMEDIATE WRITTEN NOTICE TO SECOND PARTY THAT IMPROVEMENT IS REQUIRED WITHIN 5 SERVICE DAYS OF THE DATE OF THE NOTICE.

10. A NUMERICAL RATING OF 1.00 SIGNIFIES THE SPACE HAS CONTINUED TO RECEIVE 8 OR MORE DISCREPANCIES IDENTIFIED AS NOT MEETING THE PERFORMANCE STANDARDS AND HAS NOT BEEN BROUGHT INTO COMPLIANCE DESPITE A PREVIOUS WRITTEN NOTIFICATION. THIS RATING REQUIRES A SECOND IMMEDIATE WRITTEN NOTICE TO SECOND PARTY THAT IMPROVEMENT IS REQUIRED WITHIN 5 SERVICE DAYS OF THE DATE OF THE SECOND NOTICE.
11. A NUMERICAL RATING OF 0.00 SIGNIFIES THE SPACE HAS CONTINUED TO RECEIVE 8 OR MORE DISCREPANCIES IDENTIFIED AS NOT MEETING THE PERFORMANCE STANDARDS AND HAS NOT BEEN BROUGHT INTO COMPLIANCE DESPITE TWO PREVIOUS WRITTEN NOTIFICATIONS. THIS RATING REQUIRES A THIRD WRITTEN NOTICE TO SECOND PARTY THAT COUNTY WILL BE USING OTHER RESOURCES TO CORRECT THE DISCREPANCIES AND THE COST OF THOSE OTHER RESOURCES WILL BE DEDUCTED FROM SECOND PARTY'S MONTHLY PAYMENT.
12. ON THE CARPET FLOORS AND HARD FLOORS FACILITY AREAS LINE, THE CONTRACT ADMINISTRATOR CAN CITE THE SAME CARPET OR HARD FLOOR RELATED PERFORMANCE STANDARD MULTIPLE TIMES, IF THAT PERFORMANCE STANDARD IS NOT MET IN MULTIPLE FACILITY AREAS. FOR EXAMPLE, IF FACILITY AREAS 1 THROUGH 7 ALL HAVE CARPET FLOORS AND THE ONLY CARPET FLOOR RELATED DISCREPANCY IN EACH AREA IS THE LACK OF SPOT CLEANING TO REMOVE SPOTS FROM THE CARPET IN 5 OF THOSE AREAS, THE CONTRACT ADMINISTRATOR COULD CITE SPOT CLEANING – CARPET FIVE TIMES ON THE CARPET FLOORS RATING LINE IN ORDER TO RELAY THE MAGNITUDE OF THE CARPET SPOT CLEANING ISSUE.

6.5. REMEDIES FOR NON-PERFORMANCE BY SECOND PARTY

6.5.1 IN THE EVENT OF NON-PERFORMANCE BY SECOND PARTY, THE FOLLOWING OPTIONS ARE AVAILABLE TO THE COUNTY:

1. THE DESIGNATED CONTRACT ADMINISTRATOR MAY NOTIFY SECOND PARTY OF NONPERFORMANCE AND ALLOW SECOND PARTY TO CORRECT SUCH ITEMS OF NONPERFORMANCE WITHIN A REASONABLE AMOUNT OF TIME BUT NOT TO EXCEED FORTY-EIGHT (48) HOURS. COUNTY SHALL MAKE NO DEDUCTION FOR SUCH ITEMS IF THEY ARE PROPERLY CORRECTED.
2. IF SECOND PARTY FAILS TO PROMPTLY PERFORM THE SERVICES WITHIN THE TIME SPECIFIED BY THE CONTRACT ADMINISTRATOR, NOT TO EXCEED FORTY-EIGHT (48) HOURS, OR IF SECOND PARTY FAILS TO TAKE THE NECESSARY ACTION TO ENSURE FUTURE PERFORMANCE IS IN CONFORMITY WITH SOLICITATION REQUIREMENTS, THE COUNTY, MAY PERFORM THE SERVICES (BY CONTRACT OR OTHERWISE) AND DEDUCT PAYMENT TO SECOND PARTY FOR ANY COST INCURRED BY COUNTY RELATED TO THE PERFORMANCE OF SUCH SERVICE.
3. IF SECOND PARTY FAILS TO MAINTAIN SCHEDULES AS APPROVED BY THE CONTRACT ADMINISTRATOR, OR IF IN THE OPINION OF THE DESIGNATED CONTRACT ADMINISTRATOR, THE SECOND PARTY'S WORK METHODS ARE NOT ADEQUATE TO ASSURE COMPLETION OF THE WORK PER THE ALLOTTED SCHEDULE, THE CONTRACT ADMINISTRATOR MAY DIRECT THE SECOND PARTY, AT NO ADDITIONAL COST TO THE COUNTY, TO REVISE THE WORK SCHEDULE AND/OR USE ADDITIONAL PERSONNEL TO ENSURE COMPLETION OF THE WORK IN A TIMELY MANNER. SECOND PARTY WILL BE REQUIRED TO HAVE ADEQUATE CLEANING AND JANITORIAL PERSONNEL FOR EACH FACILITY.

- 6.5.2 DEFICIENCIES IN SERVICE REPORTED BY TENANTS ARE TO BE CORRECTED WITHIN FIVE (5) CALENDAR DAYS OF NOTIFICATION. IF REQUESTED BY THE DESIGNATED CONTRACT ADMINISTRATOR, SECOND PARTY SHALL PROVIDE WRITTEN RESPONSE TO DEFICIENCIES REPORTED.
- 6.5.3 DEFICIENCIES IN SERVICE THAT ARE NOT CORRECTED BY THE TIME OF THE NEXT INSPECTION MAY BE REFLECTED ON THE COUNTY'S PERFORMANCE EVALUATION FORM.
- 6.5.4 DEFICIENCIES IN SERVICE THAT ARE NOT CORRECTED WITHIN THE TIMEFRAMES ESTABLISHED IN THIS SUB-SECTION MAY RESULT IN CANCELLATION OF THIS CONTRACT.

6.6. RENEWAL EVALUATION

- 6.6.1. RESULTS ACHIEVED BY SECOND PARTY ON THE PERIODIC PERFORMANCE EVALUATION MAY BE CONSIDERED BY THE PURCHASING DIRECTOR WHEN MAKING A RECOMMENDATION TO RENEW THE CONTRACT WITH THE COUNTY, OR WHEN EVALUATING SECOND PARTY FOR CONSIDERATION FOR FUTURE CONTRACTS.

END OF SECTION

PART 1

GENERAL SPECIFICATIONS AND REQUIREMENTS

JANITORIAL SERVICES FOR VARIOUS BROWARD COUNTY FACILITIES

SECTION 7 – COUNTY RESPONSIBILITIES

7. COUNTY RESPONSIBILITIES

7.1. GENERAL

- 7.1.1. THE ADMINISTRATION OF THIS SOLICITATION IS VESTED IN THE CONTRACT ADMINISTRATOR. THE CONTRACT ADMINISTRATOR SHALL HAVE COMPLETE AUTHORITY TO REQUIRE SECOND PARTY TO COMPLY WITH ALL PROVISIONS OF THE SOLICITATION. HOWEVER, THE PROVISIONS OF THIS SOLICITATION SHALL NOT BE ALTERED, WAIVED, OR REVOKED BY THE CONTRACT ADMINISTRATOR AND/OR ANY DESIGNEE.
- 7.1.2. THE CONTRACT ADMINISTRATOR MAY REQUEST SECOND PARTY TO REMOVE ANY EMPLOYEE IF IT IS DETERMINED THAT SERVICES ARE NOT BEING PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SOLICITATION.
- 7.1.3. ONE OR MORE EMPLOYEES OF THE COUNTY MAY BE DESIGNATED BY THE CONTRACT ADMINISTRATOR AS "DESIGNATED CONTRACT ADMINISTRATORS" TO MONITOR AND INSPECT THE PERFORMANCE AND PROGRESS OF THE SERVICES PROVIDED UNDER THIS SOLICITATION.
- 7.1.4. ANY FAILURE OF THE SECOND PARTY TO COMPLY WITH THE PROVISIONS OF THIS SOLICITATION WILL BE CALLED TO THE ATTENTION OF THE SECOND PARTY BY THE CONTRACT ADMINISTRATOR OR BY A DESIGNATED CONTRACT ADMINISTRATOR.
- 7.1.5. A DESIGNATED CONTRACT ADMINISTRATOR SHALL HAVE THE AUTHORITY TO SUSPEND THE PERFORMANCE OF THE SERVICES UNTIL THE CONTRACT ADMINISTRATOR CAN DECIDE ANY QUESTIONS AT ISSUE.
- 7.1.6. A CONTRACT ADMINISTRATOR AND DESIGNATED CONTRACT ADMINISTRATOR SHALL IN NO INSTANCE HAVE THE AUTHORITY TO ACT AS FOREMAN OR SUPERVISOR FOR THE SECOND PARTY AND SHALL NOT INTERFERE WITH THE SECOND PARTY IN THE SUPERVISION OR DIRECTION OF THE EMPLOYEES OF THE SECOND PARTY.
- 7.1.7. ANY ADVICE PROVIDED TO THE SECOND PARTY BY THE DESIGNATED CONTRACT ADMINISTRATOR OR THE CONTRACT ADMINISTRATOR SHALL IN NO WAY BE CONSTRUED AS AMENDING ANY PROVISION OF THIS SOLICITATION OR RELEASING THE SECOND PARTY FROM FULFILLING THE PROVISIONS OF THIS SOLICITATION.

7.2. COORDINATION OF SERVICES

- 7.2.1 THE COUNTY WILL MAKE REASONABLE EFFORT TO COORDINATE THE OPERATIONS AND ACTIVITIES OF THE FACILITIES TO ATTEMPT TO MINIMIZE INTERFERENCE WITH PERFORMANCE BY THE SECOND PARTY AS COVERED BY THIS SOLICITATION.

7.3 EMPLOYEE FOOD SERVICE

- 7.3.1 THE SECOND PARTY SHALL NOT BE ALLOWED TO BRING ON TO COUNTY PROPERTY ANY FOOD OR BEVERAGE CATERING TRUCKS, OR OTHER SERVING FACILITIES.

7.4 STORAGE SPACE

- 7.4.1 THE COUNTY WILL PROVIDE SECOND PARTY A REASONABLE AMOUNT OF STORAGE SPACE (AS DETERMINED BY THE CONTRACT ADMINISTRATOR) TO STORE SUPPLIES AND EQUIPMENT USED TO FULFILL THE REQUIREMENTS OF THIS SOLICITATION.
- 7.4.2 SPACE FOR ON-SITE STORAGE OF SUPPLIES IS LIMITED. SECOND PARTY MUST ARRANGE FOR FREQUENT REPLENISHMENT OF SUPPLIES TO MAINTAIN STOCKS REQUIRED.
- 7.4.3 SECOND PARTY AGREES TO KEEP THESE AREAS NEAT AND CLEAN AT ALL TIMES.
- 7.4.4 SECOND PARTY WILL BE RESPONSIBLE AND TAKE ALL RISK OF LOSS, DAMAGE OR THEFT OF ANY SUPPLIES AND EQUIPMENT STORED AT EACH LOCATION.
- 7.4.5 SECOND PARTY ACCEPTS RISK OF LOSS OR DAMAGE FOR EQUIPMENT STORED ON COUNTY PROPERTY.

7.5 UTILITIES

- 7.5.1 THE COUNTY WILL PROVIDE WATER AND ELECTRIC NECESSARY TO PERFORM SERVICES REQUIRED FOR THIS SOLICITATION AT NO COST TO THE SECOND PARTY.

END OF SECTION

PART 1

GENERAL SPECIFICATIONS AND REQUIREMENTS

JANITORIAL SERVICES FOR VARIOUS BROWARD COUNTY FACILITIES

SECTION 8 – CONTRACTOR RESPONSIBILITIES

8 CONTRACTOR RESPONSIBILITIES

8.1 PERFORMANCE AND WORK HOURS

- 8.1.1 SECOND PARTY SHALL PERFORM THE WORK WITH ITS OWN ORGANIZATION AND APPROVED SUBCONTRACTOR, IF APPLICABLE, AMOUNTING TO NOT LESS THAN ONE HUNDRED PERCENT (100%) OF THE VENDOR'S PRICE.
- 8.1.2 THE SECOND PARTY WILL BE RESPONSIBLE FOR THE COMPLETE AND TIMELY PERFORMANCE OF ALL THE SERVICES UNDER THIS SOLICITATION.
- 8.1.3 THE WORK SHALL BE COMPLETED NO LATER THAN THE SCHEDULE THAT IS PROVIDED BY THE SECOND PARTY.
- 8.1.4 IF THE SECOND PARTY FAILS TO MAINTAIN SCHEDULES AS APPROVED BY THE CONTRACT ADMINISTRATOR, OR IF IN THE OPINION OF THE CONTRACT ADMINISTRATOR, THE SECOND PARTY'S WORK METHODS ARE NOT ADEQUATE TO ASSURE COMPLETION OF THE WORK PER THE ALLOTTED SCHEDULE, THE CONTRACT ADMINISTRATOR MAY DIRECT THE SECOND PARTY, AT NO ADDITIONAL COST TO THE COUNTY, TO REVISE THE WORK SCHEDULE AND/OR THE WORK IN A TIMELY MANNER.

8.2 ACCESS

- 8.2.1 ACCUSE ADDITIONAL PERSONNEL TO ENSURE COMPLETION OF ACCESS ROUTES, ENTRANCE GATES OR DOORS, PARKING, AND STORAGE AREAS, ETC. AND ANY IMPOSED TIME LIMITATIONS SHALL BE DESIGNATED BY THE CONTRACT ADMINISTRATOR. THE SECOND PARTY SHALL CONDUCT ITS OPERATIONS IN STRICT OBSERVATION OF THE ACCESS ROUTES AND OTHER AREAS ESTABLISHED AS DESCRIBED ABOVE.
- 8.2.2 THE SECOND PARTY SHALL ENSURE THAT UNDER NO CIRCUMSTANCES SHALL ANY OF THE EMPLOYEES OF THE SECOND PARTY ENTER OR MOVE UPON ANY AREA NOT AUTHORIZED BY THE CONTRACT ADMINISTRATOR FOR ACCESS BY THE SECOND PARTY.

8.3 ACCIDENT, INCIDENT AND DAMAGE REPORTING

- 8.3.1 THE SECOND PARTY WILL IMMEDIATELY NOTIFY THE DESIGNATED CONTRACT ADMINISTRATOR OF ANY ACCIDENTS OR INCIDENTS ARISING FROM THE PERFORMANCE OF THE SOLICITATION INVOLVING BODILY INJURY TO WORKERS, FACILITY OCCUPANTS, VISITORS, OTHER PERSONS, OR ANY PROPERTY OF THE SAME.
- 8.3.2 SECOND PARTY SHALL PROMPTLY COMPLETE ANY REPORT FORMS REQUIRED BY THE COUNTY DESCRIBING THE INCIDENT OR ACCIDENT. THE REPORT SHOULD INCLUDE THE TYPE OF INCIDENT AND

AN ASSESSMENT OF ANY PROPERTY DAMAGE AND/OR PERSONAL INJURY. THE REPORT WILL BE PROVIDED TO THE DESIGNATED CONTRACT ADMINISTRATOR.

8.3.3 CONTRACTOR SHALL BE RESPONSIBLE FOR CLAIMS RESULTING FROM THE INCIDENT OR ACCIDENT.

8.3.4 CONTRACTOR SHALL REPORT ANY OBSERVED SECURITY VIOLATIONS, INCLUDING ALARM ACTIVATIONS TO COUNTY SECURITY FOR THE AFFECTED FACILITY AS SOON AS SUCH INCIDENT IS NOTICED BY CONTRACTOR.

8.3.5 THE CONTRACT ADMINISTRATOR WILL PROVIDE INFORMATION NECESSARY CONCERNING WHOM TO CONTACT AND THE SPECIFIC FORM TO UTILIZE WHEN PROVIDING WRITTEN NOTICE.

8.4 ATTENDANCE

8.4.1 ALL OF THE SECOND PARTY'S EMPLOYEES MUST DOCUMENT THEIR PRESENCE ON THE JOB SITE.

THE VENDOR WILL MAINTAIN A LOG FOR EACH EMPLOYEE DOCUMENTING THE ARRIVAL AND DEPARTURE OF THE SECOND PARTY'S PERSONNEL AT HIS/HER RESPECTIVE ASSIGNED WORK AREAS.

8.4.2 THE SECOND PARTY WILL SUBMIT MONTHLY REPORTS PROVIDING THE NAME OF EMPLOYEE(S) WORKING DAILY AND WEEKLY FOR EACH LOCATION UNDER THIS SOLICITATION.

8.5 COMMUNICATIONS AND COORDINATION

8.5.1 THE SECOND PARTY WILL PROVIDE ITS KEY EMPLOYEES CELL PHONES AND PROVIDE THE DESIGNATED CONTRACT ADMINISTRATOR WITH TELEPHONE NUMBERS AND E-MAIL ADDRESSES FOR SECOND PARTY'S PERSONNEL RESPONSIBLE FOR IMPLEMENTING ALL THE REQUIREMENTS OF THE SOLICITATION, INCLUDING WEEKENDS AND HOLIDAYS. AT A MINIMUM, THE PROJECT MANAGER AND ASSISTANT PROJECT MANAGER MUST HAVE CELL PHONES.

8.5.2 SECOND PARTY SHALL MAINTAIN A CELLULAR PHONE CONTACT NUMBER 24-HOURS A DAY FOR EMERGENCY SERVICE AT NO COST TO THE COUNTY. REQUIRED EMERGENCY SERVICE RESPONSE TIMES ARE DETAILED IN SECTION 2.

8.5.3 SECOND PARTY SHALL ALSO MAINTAIN AN ACTIVE E-MAIL ADDRESS AT ALL TIMES FOR ELECTRONIC COMMUNICATIONS.

8.5.4 SECOND PARTY SHALL HAVE COMMUNICATION WITH SECOND PARTY'S ON-SITE SUPERVISOR, EITHER BY RADIO OR CELLULAR TELEPHONE FOR IMMEDIATE CONTACT WITH COUNTY SECURITY OR MANAGEMENT PERSONNEL.

8.5.5 **BROWARD COUNTY JUDICIAL COMPLEX (BCJC) ONLY** - EACH CREW SUPERVISOR MUST HAVE A RADIO CAPABLE OF COMMUNICATION WITH THE SITE SUPERVISOR AND COUNTY QUALITY SUPERVISOR. CONTRACTOR TO PROVIDE RADIO TO COUNTY QUALITY SUPERVISOR.

8.5.6 DAY/NIGHT PORTERS AND LEAD WORKERS ASSIGNED TO COUNTY FACILITIES SHALL ALWAYS BE AVAILABLE TO BE CONTACTED BY CELL PHONE OR RADIO BY COUNTY REPRESENTATIVES.

8.6 CONDUCT STANDARDS

- 8.6.1 THE SECOND PARTY SHALL BE RESPONSIBLE FOR MAINTAINING SATISFACTORY STANDARDS OF EMPLOYEES' COMPETENCY, CONDUCT, COURTESY, APPEARANCE, HONESTY, AND INTEGRITY, AND SHALL BE RESPONSIBLE FOR TAKING SUCH DISCIPLINARY ACTION WITH RESPECT TO ANY EMPLOYEE, AS MAY BE NECESSARY.
- 8.6.2 PERSONAL CELL PHONE USE IS STRICTLY PROHIBITED UNLESS EMPLOYEE IS ON HIS/HER OFFICIAL DESIGNATED BREAK TIME IN THEIR DESIGNATED BREAK AREA.
- 8.6.3 SECOND PARTY'S EMPLOYEES WILL ALWAYS CONDUCT THEMSELVES IN A SAFE AND ORDERLY MANNER WHILE ON THE JOB SITE, WHETHER ON OR OFF DUTY.
- 8.6.4 FIGHTING, BEING UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, BRINGING AND/OR CONSUMING ALCOHOL AND/OR DRUGS, GAMBLING, SOLICITING, STEALING, TAKING PICTURES OR BRINGING CAMERAS OR OTHER PHOTOGRAPHIC DEVICES ANYWHERE ON THE PROPERTY (UNLESS APPROVED IN WRITING BY THE CONTRACT ADMINISTRATOR), AND ANY IMMORAL OR OTHERWISE UNDESIRABLE CONDUCT WILL NOT BE PERMITTED ON THE JOB SITE.

8.7 DAMAGE RESPONSIBILITY

- 8.7.1 THE SECOND PARTY IS RESPONSIBLE FOR THE REPAIR OF ANY AND ALL DAMAGES RESULTING FROM ITS ACTIVITIES WHILE WORKING ON-SITE INCLUDING DAMAGES CAUSED BY INCORRECT CLEANING TECHNIQUES AND ITEMS BROKEN DURING CLEANING.
- 8.7.2 IF THE SECOND PARTY IS NOT ABLE OR OTHERWISE FAILS TO MAKE SUCH REQUIRED REPAIRS, THE USING AGENCY WILL HAVE THE RIGHT TO ACCOMPLISH THESE REPAIRS AND DEDUCT THE COSTS FROM THE SECOND PARTY'S NEXT SCHEDULED PAYMENT.
- 8.7.3 IN ALL INSTANCES WHERE ANY PROPERTY AND/OR EQUIPMENT IS DAMAGED BY SECOND PARTY EMPLOYEES, A FULL REPORT, INCLUDING PICTURES OF THE INCIDENT AND EXTENT OF SUCH DAMAGE, WILL BE SUBMITTED IN WRITING TO THE DESIGNATED CONTRACT ADMINISTRATOR WITHIN 24 HOURS OF THE OCCURRENCE.
- 8.7.4 THE SECOND PARTY IS RESPONSIBLE FOR TAKING THE ACTION NECESSARY TO PROTECT ITS SUPPLIES, MATERIALS, AND EQUIPMENT AND THE PERSONAL PROPERTY OF ITS EMPLOYEES FROM LOSS, DAMAGE, OR THEFT.

8.8 DELIVERY OF SUPPLIES

- 8.8.1 THE SECOND PARTY WILL SCHEDULE ITS OWN SUPPLY DELIVERIES AND THE SUPPLY DELIVERIES OF ITS VENDORS AND SUBCONTRACTORS DURING TIMES THAT CAUSE MINIMUM DISRUPTION AND INCONVENIENCE TO THE COUNTY OR ITS TENANTS' OPERATIONS AS APPROVED BY THE DESIGNATED CONTRACT ADMINISTRATOR.

8.9 DISMISSAL OF EMPLOYEES

8.9.1 THE CONTRACT ADMINISTRATOR MAY REQUEST THE SECOND PARTY TO IMMEDIATELY REMOVE FROM THE PREMISES ANY EMPLOYEE FOUND UNFIT TO PERFORM DUTIES DUE TO ONE OR MORE OF THE FOLLOWING REASONS:

8.9.2 NEGLECT OF DUTY, ABSENTEEISM, OR SLEEPING ON THE JOB.

8.9.3 AN EMPLOYEE'S CONTINUED PRESENCE IS, IN THE OPINION OF THE CONTRACT ADMINISTRATOR, DEEMED NOT TO BE IN THE BEST INTEREST OF THE COUNTY.

8.9.4 DISORDERLY CONDUCT, USE OF ABUSIVE OR OFFENSIVE LANGUAGE, QUARRELING, INTIMIDATION BY WORDS OR ACTIONS, OR FIGHTING.

8.9.5 THEFT, VANDALISM, IMMORAL CONDUCT, OR ANY OTHER CRIMINAL ACTION.

8.9.6 SELLING, CONSUMING, POSSESSING, OR BEING UNDER THE INFLUENCE OF INTOXICANTS, ALCOHOL, OR ILLEGAL SUBSTANCES, WHICH PRODUCE SIMILAR EFFECTS WHILE ON DUTY.

8.10 ENERGY CONSERVATION

8.10.1 THE SECOND PARTY SHALL BE DIRECTLY RESPONSIBLE FOR INSTRUCTING EMPLOYEES IN UTILITIES CONSERVATION PRACTICES. THE SECOND PARTY SHALL BE RESPONSIBLE FOR OPERATING UNDER CONDITIONS THAT PRECLUDE WASTE OF UTILITIES, WHICH SHALL INCLUDE, BUT SHALL NOT NECESSARILY BE LIMITED TO ELECTRICITY, WATER, ETC.

8.10.2 LIGHTS IN NON-PUBLIC AREAS SHALL BE USED ONLY WHERE AND AT THE TIME WHEN WORK IS ACTUALLY BEING PERFORMED.

8.10.3 IN SITUATIONS WHERE ENERGY MANAGEMENT SYSTEMS HAVE AUTOMATIC SHUT OFF LIGHTING, THE SECOND PARTY MAY MANUALLY TURN ON THE LIGHTING, BUT IT IS EXPECTED THAT THE LIGHTING BE TURNED OFF AGAIN WHEN LEAVING THE AREA.

8.10.4 THE WORKERS WILL NOT ADJUST MECHANICAL EQUIPMENT, OR CONTROLS FOR HEATING, VENTILATION, AND AIR CONDITIONING SYSTEMS, EXCEPT IN CASES OF EMERGENCY TO SHUT OFF THE SYSTEMS.

8.10.5 WATER FAUCETS OR VALVES SHALL BE TURNED OFF AFTER THE REQUIRED USAGE HAS BEEN ACCOMPLISHED.

8.10.6 MALFUNCTIONING OR LEAKING FAUCETS, TOILETS, AND/OR URINALS SHALL BE REPORTED TO THE DESIGNATED CONTRACT ADMINISTRATOR AS SOON AS POSSIBLE. IF THE ISSUE THREATENS TO CAUSE DAMAGE TO THE FACILITY, THE ISSUE IS TO BE REPORTED TO THE GOVERNMENTAL CENTER EAST – SECURITY DESK AT 954-357-6000.

8.11 FIRE PREVENTION AND PROTECTION

8.11.1 FIRE PREVENTION AND PROTECTION OF COUNTY PROPERTY IS ESSENTIAL. SECOND PARTY WILL BE KNOWLEDGEABLE AND PROVIDE ADEQUATE AND APPROPRIATE TRAINING FOR ALL EMPLOYEES IN THE PROPER METHOD OF REPORTING FIRE AND EVACUATING PERSONNEL. ALL PERTINENT INFORMATION

REGARDING FIRE REPORTING PROCEDURES MAY BE OBTAINED FROM THE CONTRACT ADMINISTRATOR.

8.12 FRAUD, WASTE AND ABUSE

8.12.1 THE SECOND PARTY WILL BE RESPONSIBLE FOR MAINTAINING PROPER CONDUCT AND GOOD DISCIPLINE WITHIN SECOND PARTY OCCUPIED WORK AREAS. SECOND PARTY PERSONNEL WILL BE ENCOURAGED TO BE ALERT TO AND REPORT SUSPECTED SITUATIONS OF FRAUD, WASTE, AND ABUSE, OR OTHER INTENTIONALLY DISHONEST CONDUCT.

8.13 GREEN CLEANING – SEE GREEN CLEANING SECTION.

8.14 HOLIDAYS

8.14.1 ALL LOCATIONS SHALL BE SERVICED FOR THE NUMBER OF DAYS IN THE WEEK AS DESCRIBED IN FREQUENCY SCHEDULE. SHOULD AN OFFICIAL HOLIDAY FALL ON ONE OF THE REGULAR DAYS FOR SERVICE, THE CONTRACTOR SHALL MAKE-UP THE SERVICE IMMEDIATELY FOLLOWING THE HOLIDAY IF NEEDED OR AS ASSIGNED BY THE CONTRACT ADMINISTRATOR.

8.14.2 IF BROWARD COUNTY IS CLOSED IN OBSERVANCE OF A HOLIDAY, BUT THE 17TH JUDICIAL CIRCUIT IS NOT, THE VENDOR WILL PROVIDE FULL JANITORIAL SERVICES AT COURTHOUSES AND COURTHOUSE RELATED BUILDINGS ON THAT DAY.

8.15 KEY CONTROL

8.15.1 THE SECOND PARTY SHALL ESTABLISH AND IMPLEMENT METHODS OF INSURING THAT ALL KEYS ISSUED TO THE SECOND PARTY BY THE COUNTY ARE NOT LOST OR MISPLACED AND ARE NOT USED BY UNAUTHORIZED PERSONS.

8.15.2 WHEN THE SECOND PARTY ENTERS AN UNOCCUPIED/UNLOCKED AREA OF A FACILITY TO PROVIDE SERVICES, THE SECOND PARTY SHALL LOCK SAME BEFORE LEAVING. ALL EXTERIOR DOORS SHALL REMAIN LOCKED DURING THE WORK SHIFT AND SHALL BE CHECKED TO ENSURE SECURITY WHEN LEAVING THE SECURED AREA OF A FACILITY AT THE END OF THE WORK SHIFT.

8.15.3 THE SECOND PARTY SHALL MAINTAIN A RECORD OF THE KEY NUMBERS ISSUED TO ITS EMPLOYEES. THE SECOND PARTY SHALL NOT DUPLICATE AND SHALL NOT ALLOW SUCH ITEMS TO BE DUPLICATED.

8.15.4 THE SECOND PARTY SHALL DEVELOP PROCEDURES COVERING KEY CONTROL THAT WILL BE INCLUDED IN THE QUALITY CONTROL PLAN.

8.15.5 ANY SUCH ITEM WHICH BECOMES LOST, MISSING OR STOLEN SHALL BE IMMEDIATELY REPORTED TO THE DESIGNATED CONTRACT ADMINISTRATORS. THE SECOND PARTY MAY BE REQUIRED TO REPLACE, RE-KEY, OR TO REIMBURSE COUNTY FOR REPLACEMENT OF LOCKS OR RE-KEYING AS A RESULT OF SECOND PARTY LOSING KEYS. IN THE EVENT A MASTER KEY IS LOST OR DUPLICATED, COUNTY SHALL REPLACE ALL LOCKS AND KEYS FOR THAT SYSTEM, AND THE TOTAL COST SHALL BE DEDUCTED FROM THE MONTHLY PAYMENT DUE THE SECOND PARTY.

8.15.6 IT IS THE RESPONSIBILITY OF THE SECOND PARTY TO PROHIBIT THE USE OF KEYS ISSUED BY ANY PERSONS OTHER THAN THE SECOND PARTY'S EMPLOYEES.

8.16 LOST AND FOUND PROPERTY

- 8.16.1 THE SECOND PARTY SHALL DEVELOP, IMPLEMENT, AND MAINTAIN ADEQUATE PROCEDURES TO ENSURE THAT NO CONTRACT EMPLOYEE(S) SCAVENGE ANY ITEMS FROM ANY COUNTY FACILITIES OR PROPERTIES.
- 8.16.2 THE SECOND PARTY AND ITS EMPLOYEES WILL PROMPTLY TURN OVER ALL PROPERTY FOUND ON COUNTY PROPERTY. ANY VIOLATIONS OR DISREGARD OF THE RULES, REGULATIONS, AND POLICIES REGARDING FOUND PROPERTY MAY BE CAUSE FOR PERMANENT REMOVAL OF ALL INDIVIDUALS INVOLVED.
- 8.16.3 THE SECOND PARTY SHALL ENSURE THAT LOST OR APPARENTLY LOST ARTICLES THAT ARE FOUND BY SECOND PARTY EMPLOYEES IN OR AROUND COUNTY FACILITIES, ETC., SHALL BE TURNED IN TO THE DESIGNATED CONTRACT ADMINISTRATOR. ALL FOUND ITEMS SHALL BE IDENTIFIED WITH DATE, TIME, AND LOCATION OF WHERE ITEM WAS FOUND.
- 8.16.4 ANY SECOND PARTY EMPLOYEE WHO IS FOUND HIDING OR TAKING FROM THE COUNTY, PROPERTY ITEMS, WHICH ARE FOUND, SHALL BE IMMEDIATELY REMOVED BY THE SECOND PARTY AND THE COUNTY MAY HAVE THE INDIVIDUAL PROSECUTED.

8.17 NEEDED REPAIRS

- 8.17.1 THE SECOND PARTY SHALL PROMPTLY NOTIFY THE DESIGNATED CONTRACT ADMINISTRATOR, OR HIS/HER DESIGNATED REPRESENTATIVE, OF NEEDED REPAIRS AND/OR DAMAGE TO SOAP, PAPER TOWEL, AND OTHER REST ROOM DISPENSERS, AS WELL AS OTHER DAMAGED OR MALFUNCTIONING FIXTURES AND BUILDING APPURTENANCES WHICH ARE OBSERVED DURING THE PERFORMANCE OF SERVICES.
- 8.17.2 OBSERVATION BY SECOND PARTY'S EMPLOYEES OF MECHANICAL AND ELECTRICAL FAILURES, INCLUDING BURNED-OUT LIGHTS, PLUMBING PROBLEMS, AND SAFETY HAZARDS, SHALL BE IMMEDIATELY REPORTED TO THE DESIGNATED CONTRACT ADMINISTRATOR.
- 8.17.3 SECOND PARTY'S PERSONNEL SHALL NOT REPAIR INOPERABLE PLUMBING OR ELECTRICAL OR OTHER FACILITY COMPONENTS OTHER THAN WHAT IS CONSIDERED JANITORIAL.

8.18 PERSONNEL AWARENESS

- 8.18.1 THE SECOND PARTY'S ON-SITE SUPERVISORS AND EMPLOYEES WILL BE EXPECTED TO QUICKLY BECOME FAMILIAR WITH THEIR DESIGNATED AREAS. IN ADDITION, THEY WILL BE EXPECTED TO NOTIFY, DOCUMENT, AND IMMEDIATELY REPORT SUSPICIOUS ACTIVITY.
- 8.18.2 THE SECOND PARTY'S EMPLOYEES ARE TO INFORM THEIR RESPECTIVE SUPERVISORS ON THE JOB SITE OF ANY UNUSUAL OCCURRENCES OR PHYSICAL PROBLEMS SUCH AS BURNED OUT LIGHTS, BROKEN LOCKS, OR OPEN WINDOWS. THESE REPORTS ARE TO BE MADE IN WRITING TO THEIR RESPECTIVE SUPERVISORS AND TRANSMITTED THROUGH THE SECOND PARTY'S CHAIN OF COMMAND TO THE DESIGNATED CONTRACT ADMINISTRATOR PRIOR TO THE START OF THE NEXT REGULAR WORKDAY FOR THE COUNTY.

- 8.18.3 THE SECOND PARTY WILL ENCOURAGE EMPLOYEES TO LOOK OUT FOR EACH OTHER, THE COUNTY'S PROPERTY, AND FACILITY USERS. THE SECOND PARTY MUST IMPLEMENT, AT THE START OF THE CONTRACT, PROCEDURES TO KEEP ITS PERSONNEL SAFE.
- 8.18.4 SECOND PARTY SHALL AT ALL TIMES ENFORCE STRICT DISCIPLINE AND GOOD ORDER AMONG EMPLOYEES. NO CHILDREN, FRIENDS, OR RELATIVES, OR A PERSON NOT EMPLOYED AND ASSIGNED TO WORK SITE, ARE ALLOWED ON THE PREMISES FOR PERSONAL VISITATIONS.
- 8.18.5 UNAUTHORIZED USE OF COUNTY PROPERTY OR A COUNTY EMPLOYEE'S PROPERTY IS PROHIBITED.

8.19 RECORD KEEPING

SECOND PARTY SHALL BE RESPONSIBLE FOR MAINTAINING A PROJECT SITE LOGBOOK OR FILE. THIS RECORD SHALL BE KEPT ON COUNTY PROPERTY, MAINTAINED BY SECOND PARTY, AND UPDATED ON EACH VISIT. THE LOGBOOK OR FILE SHALL CONTAIN AT LEAST THE FOLLOWING ITEMS:

- 8.19.1 A COPY OF THE DAILY WORK ROSTER / SIGN IN SHEET FOR THE FACILITY OR SITE.
- 8.19.2 MSDS/SDS FOR ALL CHEMICALS AND SUPPLIES USED IN THE FACILITY.
- 8.19.3 SECOND PARTY'S SERVICE SCHEDULE FOR THE FACILITIES. DAILY CLEANING SCHEDULE FOR THE WEEK WILL BE SUPPLIED TO CONTRACT ADMINISTRATOR OR ITS DESIGNEE BY 7:00 A.M. ON MONDAY OF EACH WEEK FOR EACH FACILITY COVERED BY THIS AGREEMENT.
- 8.19.4 COPIES OF SECOND PARTY'S COMPLETED QUALITY CONTROL INSPECTION REPORTS SHALL BE MAINTAINED ON SITE.
- 8.19.5 SERVICE REQUEST / REPORT FORMS WILL BE SUPPLIED BY THE SECOND PARTY TO THE CONTRACT ADMINISTRATOR AND WILL BE USED TO ADVISE SECOND PARTY OF ROUTINE SERVICE REQUESTS AND TO DOCUMENT THE PERFORMANCE OF ALL WORK, INCLUDING EMERGENCY WORK. UPON COMPLETION OF EACH SERVICE VISIT TO THE FACILITY, THE SECOND PARTY'S REPRESENTATIVE PERFORMING THE SERVICE SHALL COMPLETE, SIGN, AND DATE THE REQUEST FORM AND RETURN IT TO THE LOGBOOK OR FILE ON THE SAME OR SUCCEEDING DAY OF THE SERVICES RENDERED. THE COUNTY MAY CHOOSE TO USE WORK REQUESTS GENERATED FROM ITS WORK MANAGEMENT SYSTEM FOR THIS PURPOSE.
- 8.19.6 A LOG SHALL BE KEPT FOR ALL POWERED CLEANING EQUIPMENT TO DOCUMENT THE DATE OF PURCHASE AND ALL REPAIR AND MAINTENANCE ACTIVITIES. VENDOR CUT SHEETS FOR ALL EQUIPMENT USED ONSITE SHALL BE STORED ONSITE. WHEN CLEANING EQUIPMENT REPLACEMENT IS NECESSARY, ACQUISITION DATES AND SUPPORTING DOCUMENTATION SHALL BE RETAINED TO DEMONSTRATE THAT ALL NEWLY ACQUIRED EQUIPMENT COMPLIES WITH THE SPECIFICATIONS.

8.20 SAFETY REQUIREMENTS

- 8.20.1 THE SECOND PARTY WILL PERFORM DAILY TASKS USING "SAFETY FIRST" PRACTICES AND COMPLY WITH ALL OSHA STANDARDS AS THEY APPLY TO THE JANITORIAL SERVICES CONTRACT. THE SECOND PARTY AND EACH OF ITS EMPLOYEES WILL COMPLY WITH ALL APPLICABLE OSHA RULES AND PRACTICES. THE SECOND PARTY WILL PROVIDE SAFETY DEVICES AND APPAREL AT NO COST TO ITS

EMPLOYEES AND WILL ENSURE EMPLOYEES WEAR ALL SAFETY DEVICES REQUIRED BY OSHA. THESE DEVICES AND APPAREL WILL INCLUDE, WITHOUT LIMITATION, RESPIRATORY PROTECTION, HEAD, EYE, HAND, AND FOOT PROTECTION, HEARING PROTECTION, AND TRAFFIC VESTS AS REQUIRED.

8.20.2 THE SECOND PARTY WILL FURNISH DOCUMENTATION, AS DIRECTED BY THE USING AGENCY, OF THE COMPLETION OF THE SAFETY TRAINING OF EQUIPMENT OPERATORS AND OTHER PERSONNEL. THE SAFETY TRAINING WILL COMPLY WITH ALL OSHA STANDARDS AND A SAMPLE PROGRAM WILL BE SUBMITTED TO THE CONTRACT ADMINISTRATOR.

8.20.3 THE COUNTY RESERVES THE RIGHT TO INSPECT ALL AREAS FOR SAFETY VIOLATIONS AT ITS DISCRETION, AND TO DIRECT THE SECOND PARTY TO MAKE IMMEDIATE IMPROVEMENT OF NECESSARY CONDITIONS AND PROCEDURES, OR STOP ONGOING WORK IF HAZARDS ARE DEEMED TO EXIST. IN THE EVENT THAT THE COUNTY ELECTS TO STOP WORK BECAUSE OF ANY TYPE OF EXISTING SAFETY HAZARD, THE SECOND PARTY WILL BEAR ALL COSTS FOR ELIMINATING THE HAZARDS AND WILL NOT BE GRANTED COMPENSATION FOR THE WORK STOPPAGE.

8.20.4 THE OPERATION OF THE SECOND PARTY'S VEHICLES OR PRIVATE VEHICLES BY THE SECOND PARTY'S EMPLOYEES ON OR ABOUT THE PROPERTY WILL CONFORM TO POSTED REGULATIONS AND SAFE DRIVING PRACTICES.

8.20.5 AISLES, PASSAGEWAYS, ALLEYWAYS, ENTRANCES OR EXITS TO FIRE PROTECTION EQUIPMENT MUST REMAIN UNOBSTRUCTED AT ALL TIMES.

8.20.6 SECOND PARTY WILL USE PROPER BARRICADES AND SIGNAGE WHILE COMPLETING TASKS.

8.21 SCHEDULING OF WORK

8.21.1 PRIOR TO THE COMMENCEMENT OF ANY WORK, THE SECOND PARTY WILL CONFER WITH THE CONTRACT ADMINISTRATOR TO ASSURE THAT THE SCHEDULING OF ACTIVITIES IN CONJUNCTION WITH TENANT OPERATIONS IS FULLY UNDERSTOOD.

8.21.2 ALL WORK WILL BE SCHEDULED TO MINIMIZE DISTURBANCES TO COUNTY OPERATIONS.

8.21.3 THE SECOND PARTY WILL NOT COMMENCE NON-ROUTINE WORK IN ANY AREA UNTIL:

8.21.3A THE PROPOSED WORK HAS BEEN PREVIOUSLY COORDINATED WITH AND APPROVED BY THE CONTRACT ADMINISTRATOR.

8.21.3B ANY AND ALL REQUIRED SECURITY AND SAFETY MEASURES AND TEMPORARY MARKINGS ARE IN PLACE.

8.22 SMOKE FREE ENVIRONMENT

8.22.1 ALL COUNTY FACILITIES ARE SMOKE FREE EXCEPT FOR EXTERIOR DESIGNATED SMOKING AREAS. THE SECOND PARTY AND ITS EMPLOYEES WILL ADHERE TO THE RULES AND REGULATIONS WITH REGARD TO THE COUNTY'S SMOKE FREE ENVIRONMENT.

8.23 STORAGE SPACE

- 8.23.1 THE COUNTY WILL PROVIDE STORAGE SPACE AND COMMON FACILITY UTILITIES TO BE USED IN THE PERFORMANCE OF THE SERVICES DEFINED IN THIS SOLICITATION.
- 8.23.2 THE SECOND PARTY SHALL STORE ITS SUPPLIES, MATERIALS, AND EQUIPMENT ONLY IN THE SPACES DESIGNATED BY THE CONTRACT ADMINISTRATOR.
- 8.23.3 JANITORIAL CLOSETS AND OTHER STORAGE AREAS WILL BE ASSIGNED TO THE SECOND PARTY BY THE COUNTY AND MUST BE KEPT CLEAN AND ARE SUBJECT TO INSPECTION AT ANY AND ALL TIMES.
- 8.23.4 OFF-SITE STAGING OF SUPPLIES AND INVENTORIES ARE THE RESPONSIBILITY OF THE SECOND PARTY.
- 8.23.5 ALL CONTAINERS OF CHEMICALS, SOLUTION, ETC., MUST HAVE LID OR TOP PROPERLY SECURED AND CORRECTLY MARKED WITH EPA APPROVED LABEL, INCLUDING ALL WARNINGS AND ANTIDOTE REQUIREMENTS. HANDWRITTEN, MAKESHIFT, OR UNPROFESSIONAL LABELS WILL NOT BE ALLOWED.
- 8.23.6 THE SECOND PARTY SHALL COMPLY WITH ALL NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) REQUIREMENTS.
- 8.23.7 SOILED, OILY, OR WET CLEANING RAGS SHALL NOT BE STORED ON COUNTY PROPERTY.
- 8.23.8 ALL STORAGE SPACE SURFACES WILL BE DISINFECTED WITH NO DETECTABLE STREAKS, MARKS, DETERGENT RESIDUE, DIRT ACCUMULATIONS, OR SOILING; AND STORAGE SPACES WILL BE AMPLY STOCKED WITH SUPPLIES UPON COMPLETION OF CLEANING AND RE-STOCKING JANITORIAL STORAGE SPACES.
- 8.23.9 SECOND PARTY MUST AT ALL TIMES KEEP THE SECOND PARTY'S STORAGE AREAS FREE FROM ACCUMULATION OF WASTE MATERIALS; FLOORS CLEANED AND HAVE A FRESH APPLICABLE FINISH; MOP SINKS FREE OF SCUM AND BUILD UP; AND AREA MUST BE READY FOR INSPECTION AT ALL TIMES.

8.24 SUBCONTRACTING

- 8.24.1 VENDOR WILL BE REQUIRED TO HAVE THE CONTRACT ADMINISTRATOR'S APPROVAL BEFORE SUBCONTRACTING WORK AT ANY TIER.
- 8.24.2 ALL SUB-CONTRACTORS OF CONTRACTOR SHALL BE CONSIDERED TO BE, AT ALL TIMES, THE SOLE EMPLOYEES OF CONTRACTOR, UNDER ITS SOLE DIRECTION AND NOT AN EMPLOYEE OR AGENT OF BROWARD COUNTY.

8.25 WORK SITE SAFETY/SECURITY

- 8.25.1 THE SECOND PARTY SHALL AT ALL TIMES GUARD AGAINST DAMAGE OR LOSS TO THE PROPERTY OF BROWARD COUNTY, THE SECOND PARTY'S OWN PROPERTY, AND/OR THAT OF OTHER CONTRACTORS, AND SHALL BE HELD RESPONSIBLE FOR REPLACING OR REPAIRING ANY SUCH LOSS OR DAMAGE.
- 8.25.2 WHEN APPLICABLE, THE SECOND PARTY SHALL PROVIDE FENCES, SIGNS, BARRICADES, FLASHING LIGHTS, ETC. NECESSARY TO PROTECT AND SECURE THE WORK SITE(S) AND ENSURE THAT ALL COUNTY, STATE OF FLORIDA, OSHA, AND OTHER APPLICABLE SAFETY REGULATIONS ARE MET.

- 8.25.3 SECOND PARTY SHALL PROVIDE FOR THE PROMPT REMOVAL OF ALL DEBRIS FROM BROWARD COUNTY PROPERTY.
- 8.25.4 THE COUNTY MAY WITHHOLD PAYMENT OR MAKE SUCH DEDUCTIONS AS DEEMED NECESSARY TO ENSURE REIMBURSEMENT OR REPLACEMENT FOR LOSS OR DAMAGE TO PROPERTY THROUGH NEGLIGENCE OF THE SECOND PARTY OR ITS AGENTS.

END OF SECTION

PART 1

GENERAL SPECIFICATIONS AND REQUIREMENTS

JANITORIAL SERVICES FOR VARIOUS BROWARD COUNTY FACILITIES

SECTION 9 – PERSONNEL REQUIREMENTS

9 PERSONNEL REQUIREMENTS

9.1 STAFFING

- 9.1.1 SECOND PARTY AFFIRMS THAT THE EMPLOYEES UTILIZED IN PREPARING THE TASK PRICING HEREIN WILL EFFECTIVELY ACHIEVE THE PERFORMANCE STANDARDS REQUIRED BY THIS AGREEMENT.
- 9.1.2 SECOND PARTY ACKNOWLEDGES THAT EFFECTIVENESS IN MEETING QUALITY STANDARDS WILL BE MEASURED BY SECOND PARTY'S SUCCESS IN ATTAINING AT LEAST A SCORE OF 4.0 ON THE PERIODIC QUALITY CONFORMANCE EVALUATION PROVIDED FOR IN THIS SOLICITATION.
- 9.1.3 SERVICES SHALL BE PROVIDED TO THE FACILITIES AS SPECIFIED IN EXHIBIT A. MONTHLY LABOR SUMMARY REPORTS FOR EACH GROUP/LOCATION MAY BE SUBMITTED UPON REQUEST TO CONTRACT ADMINISTRATOR FOR INFORMATIONAL PURPOSES WITH EACH INVOICE.
- 9.1.4 SUMMARIES SUBMITTED MUST BE PREPARED TO IDENTIFY TOTAL HOURS WORKED PER WEEK BY EMPLOYEE TASK CATEGORY IDENTIFIED AS ROUTINE, SPECIAL PROJECTS AND AIR QUALITY. FURTHER IDENTIFICATION IS REQUIRED BY SUPERVISORY AND NON-SUPERVISORY PERSONNEL SPECIFICALLY ASSIGNED TO THE LOCATION.
- 9.1.5 DETAIL RECORDS VERIFYING MONTHLY LABOR SUMMARY REPORT BY LOCATION MUST INCLUDE EMPLOYEE NAME, PAYROLL IDENTIFICATION NUMBER, HOURS WORKED, PAY RATE AND GROSS PAY.
- 9.1.6 SUPPORTING DETAIL AND SUMMARY MUST BE RETAINED BY SECOND PARTY FOR A THREE-YEAR PERIOD FROM THE END OF EACH CONTRACT YEAR AND IS SUBJECT TO VERIFICATION BY AUDIT OF THE SECOND PARTY'S PAYROLL RECORDS FOR COMPLIANCE WITH THIS SOLICITATION.

9.2 MINIMUM STAFFING REQUIREMENTS

- 9.2.1 SECOND PARTY SHALL PROVIDE TRAINED AND QUALIFIED PROJECT MANAGERS, ASSISTANT PROJECT MANAGERS, QUALITY CONTROL MANAGERS AND SUPERVISORS CAPABLE OF PROVIDING THE NECESSARY SUPERVISION TO SATISFY THE SOLICITATION.
- 9.2.2 ALL PROJECT MANAGERS, ASSISTANT PROJECT MANAGERS, QUALITY CONTROL MANAGERS AND SUPERVISORS MUST SPEAK, WRITE, AND COMMUNICATE IN ENGLISH AND BE ABLE TO EFFECTIVELY COMMUNICATE WITH THE SERVICE WORKERS. PERSONS IN THESE POSITIONS MUST BE ABLE TO COMMUNICATE WITH THE COUNTY ELECTRONICALLY.
- 9.2.3 SECOND PARTY SHALL BE RESPONSIBLE FOR THE SUPERVISION AND DIRECTION OF THE WORK PERFORMED BY ITS EMPLOYEES AND SUBCONTRACTORS AND SHALL, AT ALL TIMES, PROVIDE A FULL TIME PROJECT MANAGER OR ASSISTANT PROJECT MANAGER TO CARRY OUT THIS RESPONSIBILITY.
- 9.2.4 ALL EMPLOYEES WILL HAVE AN UNDERSTANDING OF VERBAL AND SIGNAGE WARNINGS AS TO SAFETY

AND SECURITY.

- 9.2.5 SECOND PARTY SHALL NOT USE EMPLOYEES OF ANY TEMPORARY EMPLOYMENT AGENCY.
- 9.2.6 ALL EMPLOYEES OF SECOND PARTY SHALL BE CONSIDERED TO BE, AT ALL TIMES, THE SOLE EMPLOYEES OF SECOND PARTY, UNDER ITS SOLE DIRECTION AND NOT AN EMPLOYEE OR AGENT OF BROWARD COUNTY.
- 9.2.7 THE CREW WILL REPORT TO THE TEAM LEADER, THE TEAM LEADER WILL REPORT TO THE SUPERVISOR, THE SUPERVISOR WILL REPORT TO THE PROJECT MANAGER/ASSISTANT PROJECT MANAGER. THE PROJECT MANAGER/ASSISTANT PROJECT MANAGERS WILL REPORT TO THE CONTRACT ADMINISTRATOR.
- 9.2.8 SECOND PARTY MUST HAVE AT LEAST ONE SUPERVISOR ON DUTY AT THE WORK SITE FOR EACH FIVE (5) JANITORIAL EMPLOYEES. ON SITES WITH LESS THAN FIVE (5) EMPLOYEES ON A SHIFT, SECOND PARTY MUST DESIGNATE A LEAD WORKER ON THE JOB SITE AND HAVE ONE SUPERVISOR AVAILABLE TO SUPPORT THE SITE.
- 9.2.9 THE FOLLOWING POSITIONS ARE MANDATORY UNDER THIS SOLICITATION.
 - 9.2.9.1 PROJECT MANAGER
 - 9.2.9.2 THIS POSITION MUST BE HELD BY A FULL-TIME PERSON RESPONSIBLE FOR THE DAY-TO-DAY OPERATIONS ACTS AS LIAISON BETWEEN THE SECOND PARTY AND THE CONTRACT ADMINISTRATOR, IS ACCEPTABLE TO THE CONTRACT ADMINISTRATOR, AND WORKS EXCLUSIVELY FOR THIS CONTRACT. FOR AVIATION, THIS PERSON MUST BE ON-SITE.
 - 9.2.9.3 THE PROJECT MANAGER SHALL HAVE A MINIMUM OF FIVE (5) YEARS MANAGEMENT/SUPERVISORY EXPERIENCE MANAGING SIMILAR SIZE CONTRACTS WITH AS MANY SERVICE WORKERS. PROJECT MANAGER SHALL BE ADEQUATELY TRAINED IN THE COMPLIANCE OF ALL APPLICABLE OSHA, EPA, AND OTHER FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS REGARDING MATERIALS THAT MAY BE ENCOUNTERED IN THE PERFORMANCE OF THE SERVICES.
 - 9.2.9.4 ON ALL MANAGER POSITION CHANGES, THE CONTRACT ADMINISTRATOR MUST GIVE WRITTEN APPROVAL TO THE PROJECT MANAGER BEFORE THAT CHANGE BECOMES EFFECTIVE.
 - 9.2.9.5 THE PROJECT MANAGER SHALL BE FAMILIAR WITH THE REQUIREMENTS OF THIS CONTRACT, BE ABLE TO MAKE SURE ALL CONTRACT SPECIFICATIONS ARE MET AND HAVE FULL AUTHORITY TO ACT FOR THE SECOND PARTY AT ALL TIMES TO CARRY OUT THE PROVISIONS OF THIS CONTRACT. THE WORK SCHEDULE OF THE PROJECT MANAGER SHALL BE SUBJECT TO APPROVAL BY THE CONTRACT ADMINISTRATOR.
 - 9.2.9.6 THE PROJECT MANAGER SHALL BE AVAILABLE TO THE CONTRACT ADMINISTRATOR TO DISCUSS PERFORMANCE OF THE SERVICES OR OTHER PROVISIONS OF THIS CONTRACT.
 - 9.2.9.7 **PROJECT MANAGERS ARE NOT TO PERFORM JANITORIAL TASKS.**
 - 9.2.9.8 ASSISTANT PROJECT MANAGER
 - 9.2.9.9 THIS POSITION MUST BE HELD BY A FULL-TIME EMPLOYEE WHO CAN WORK IN THE ABSENCE OF THE

PROJECT MANAGER AND HOLDS THE SAME RESPONSIBILITIES TO ENSURE THE PROVISIONS OF THE CONTRACT ARE CARRIED OUT. THIS EMPLOYEE WILL HAVE AT LEAST THREE (3) YEARS OF RELATED EXPERIENCE. FOR AVIATION, THIS PERSON WILL WORK AN ALTERNATE SHIFT FROM THE PROJECT MANAGER.

9.2.9.10 THE ASSISTANT PROJECT MANAGER SHALL BE FAMILIAR WITH THE REQUIREMENTS OF THIS CONTRACT, BE ABLE TO MAKE SURE ALL CONTRACT SPECIFICATIONS ARE MET AND HAVE FULL AUTHORITY TO ACT FOR THE SECOND PARTY AT ALL TIMES TO CARRY OUT THE PROVISIONS OF THIS CONTRACT. THE WORK SCHEDULE OF THE ASSISTANT PROJECT MANAGER SHALL BE SUBJECT TO APPROVAL BY THE CONTRACT ADMINISTRATOR.

9.2.9.11 ASSISTANT PROJECT MANAGERS ARE NOT TO PERFORM JANITORIAL TASKS.

9.2.9.12 QUALITY CONTROL MANAGER

9.2.9.13 THIS POSITION MUST BE HELD BY A FULL-TIME EMPLOYEE RESPONSIBLE FOR SECOND PARTY'S QUALITY CONTROL PROGRAM, WITH TWO (2) YEARS' EXPERIENCE IN QC, TO ASSURE THE REQUIREMENTS OF THE CONTRACT ARE PROVIDED AS SPECIFIED.

9.2.9.14 THE QUALITY CONTROL MANAGER SHALL BE FAMILIAR WITH THE REQUIREMENTS OF THIS CONTRACT, BE ABLE TO MAKE SURE ALL CONTRACT SPECIFICATIONS ARE MET AND HAVE FULL AUTHORITY TO ACT FOR THE SECOND PARTY AT ALL TIMES TO CARRY OUT THE PROVISIONS OF THIS CONTRACT. THE WORK SCHEDULE OF THE QUALITY CONTROL MANAGER SHALL BE SUBJECT TO APPROVAL BY THE CONTRACT ADMINISTRATOR.

9.2.9.15 THE PROJECT MANAGER OR ASSISTANT PROJECT MANAGER MAY ACT AS THE QUALITY CONTROL MANAGER, PROVIDING THE CONTRACT ADMINISTRATOR APPROVES. FOR AVIATION THIS MUST BE A SEPARATE POSITION.

9.2.9.16 QUALITY CONTROL MANAGERS ARE NOT TO PERFORM JANITORIAL TASKS.

9.2.9.17 THE QUALITY CONTROL PROGRAM WILL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

9.2.9.18 AN INSPECTION SYSTEM COVERING ALL THE SERVICES STATED IN THE SPECIFICATIONS AND REQUIREMENTS OF THIS DOCUMENT. IT SHALL SPECIFY AREAS TO BE INSPECTED ON EITHER A SCHEDULED OR UNSCHEDULED BASIS OR THE INDIVIDUALS WHO WILL CONDUCT THE INSPECTION. IT SHALL DEVELOP A PROJECT WORK COMPLETION REPORT METHOD.

9.2.9.19 A METHOD OF IDENTIFYING DEFICIENCIES IN THE QUALITY OF SERVICES PERFORMED BEFORE THE LEVEL OF PERFORMANCE IS UNACCEPTABLE.

9.2.9.20 A FILE OF ALL INSPECTIONS CONDUCTED BY THE SECOND PARTY AND THE CORRECTIVE ACTION TAKEN. THIS DOCUMENTATION SHALL BE MADE AVAILABLE AT ANY TIME TO THE COUNTY DURING THE TERM OF THE CONTRACT.

9.2.9.21 THE QUALITY CONTROL MANAGER SHALL MAKE SUFFICIENT INSPECTIONS TO ENSURE THE SERVICES ARE PERFORMED AS SPECIFIED. THE QUALITY CONTROL MANAGER SHALL CONDUCT A WRITTEN REVIEW OF AT LEAST ONE WRITTEN AREA ASSIGNMENT INSPECTION CONDUCTED BY EACH SUPERVISOR EACH WEEK. SUPERVISORS SHALL BE PRESENT DURING THE REVIEW OF THEIR INSPECTION. THE QUALITY CONTROL MANAGER SHALL ANNOTATE DISCREPANCIES ON EACH REVIEW. THE CONTRACT ADMINISTRATOR MAY, AT ANY TIME, REQUEST THE QUALITY CONTROL MANAGER

TO PROVIDE A COPY OF ALL SUCH REVIEWS AND OF ALL WRITTEN SUPERVISORY INSPECTIONS TO THE CONTRACT ADMINISTRATOR OR TO A REPRESENTATIVE DESIGNATED BY THE CONTRACT ADMINISTRATOR AND TO THE PROJECT/OPERATIONS MANAGER, PRIOR TO THE END OF THE SHIFT ON WHICH THE REVIEW OR INSPECTION WAS CONDUCTED.

9.2.9.22 SUPERVISOR

9.2.9.23 THIS POSITION MUST BE AN EMPLOYEE REPORTING DIRECTLY TO THE PROJECT MANAGER OR THE ASSISTANT PROJECT MANAGER. THE SECOND PARTY SHALL PROVIDE AN ADEQUATE NUMBER OF TRAINED, QUALIFIED SUPERVISORS CAPABLE OF PROVIDING ADEQUATE SUPERVISION TO ACCOMPLISH THE SERVICES. EACH SUPERVISOR SHALL HAVE A MINIMUM OF TWO (2) YEARS' EXPERIENCE SUPERVISING A SIMILAR SIZE CONTRACT WITH AS MANY SERVICE WORKERS. FOR AVIATION, THIS MUST BE A FULL-TIME POSITION.

9.2.9.24 SUPERVISORS ARE NOT TO PERFORM JANITORIAL TASKS.

9.2.9.25 EACH SUPERVISOR WILL WORK WITH AS MANY CLEANERS AS IS NECESSARY TO ACCOMPLISH THE CLEANING FUNCTION REQUIRED BY THE CONTRACT.

9.2.9.26 THE CONTRACT ADMINISTRATOR MAY REQUEST THE SECOND PARTY TO REMOVE ANY SUPERVISOR IF IT IS DETERMINED THE INDIVIDUAL IS NOT PERFORMING THE SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

9.2.9.27 ON ALL SUPERVISOR POSITION CHANGES, THE CONTRACT ADMINISTRATOR MUST GIVE WRITTEN APPROVAL TO THE PROJECT/OPERATIONS MANAGER BEFORE THAT CHANGE BECOMES EFFECTIVE.

9.2.9.28 EACH SUPERVISOR SHALL CONDUCT A DAILY INSPECTION AND EVALUATION OF ALL ASSIGNED AREAS OF WORK. NOTE ALL DISCREPANCIES AND ASSURE THEY ARE CORRECTED, MONITOR SERVICE WORKERS TO ENSURE THEY ARE PERFORMING ASSIGNED DUTIES.

9.2.9.29 ALL "IMMEDIATE ACTION CALLS" SHALL BE DIRECTED TO THE SUPERVISOR BY THE, CONTRACT ADMINISTRATOR OR ITS DESIGNEE. THE SUPERVISOR MUST RESPOND TO SUCH CALLS IMMEDIATELY OR ASSIGN A SERVICE WORKER TO RESPOND IMMEDIATELY. RESPONSE TIME SHALL BE WITHIN THIRTY (30) MINUTES.

9.2.9.30 TEAM LEADER

A TEAM LEADER IS A REGULAR CUSTODIAN WITH SOME LEADERSHIP QUALIFICATIONS. EACH ASSIGNED AREA WILL HAVE A TEAM LEADER WHEREAS REGULAR CUSTODIANS CAN SEEK DIRECTION AND/OR ADVICE ON JANITORIAL PRACTICES AND PROCEDURES.

9.2.9.31 JANITORIAL WORKER

THE SECOND PARTY WILL PROVIDE A SUFFICIENT NUMBER OF FULLY TRAINED JANITORIAL WORKERS TO ACCOMPLISH THE CLEANING FUNCTIONS AS OUTLINED IN THE CONTRACT. ALL EMPLOYEES WILL HAVE AN UNDERSTANDING OF VERBAL AND SIGNAGE WARNINGS AS TO SAFETY AND SECURITY.

9.2.9.32 PROJECT WORKER

THE SECOND PARTY WILL PROVIDE A SUFFICIENT NUMBER OF FULLY TRAINED PROJECT WORKERS TO ACCOMPLISH ASSIGNED PROJECT FUNCTIONS. ALL EMPLOYEES WILL HAVE AN UNDERSTANDING OF VERBAL AND SIGNAGE WARNINGS AS TO SAFETY AND SECURITY.

9.2.9.33 PROJECT WORK

1. WORKED PERFORMED BY PROJECT WORKERS WILL MAINLY BE COMPLETED DURING THIRD SHIFT AND WILL INCLUDE, BUT NOT BE LIMITED TO, WALL WASHING, CARPET CLEANING, MACHINE SCRUBBING OF HARD FLOORS (INCLUDING RESTROOM FLOORS), STRIPPING AND REFINISHING OF HARD FLOORS, SPRAY BUFFING, PRESSURE WASHING, GLASS CLEANING, CLEANING LIGHT DIFFUSERS, OVERHEAD DUSTING, POLISHING FURNITURE, CLEANING STAIRS AS REQUIRED, AND ANY OTHER CLEANING AS MAY BE REQUESTED BY THE CONTRACT ADMINISTRATOR. SECOND PARTY'S EMPLOYEES UTILIZED FOR PROJECT WORK WILL RECEIVE ADDITIONAL TRAINING. IT WILL BE THE SECOND PARTY'S RESPONSIBILITY TO MAINTAIN EVIDENCE THAT EMPLOYEES ARE PROPERLY TRAINED.
2. AVIATION-THE SECOND PARTY WILL ASSIGN ITS PERSONNEL TO SPECIFIC AREAS FOR PERFORMANCE OF THE WORK. THE SECOND PARTY WILL IDENTIFY THE EMPLOYEES ASSIGNED WORK AREAS ON A WEEKLY ORGANIZATIONAL CHART AND PROVIDE A COPY TO THE CONTRACT ADMINISTRATOR OR ITS DESIGNEE. THE SECOND PARTY'S ORGANIZATIONAL CHART MUST BE KEPT UPDATED AND SHOW ASSIGNED WORK AREAS FOR EACH EMPLOYEE BY NAME AND POSITION. THIS IS TO ASSIST THE CONTRACT ADMINISTRATOR AND AVIATION STAFF IN IDENTIFYING SECOND PARTY EMPLOYEES WHO ARE NOT COMPLETING THEIR ASSIGNMENTS ADEQUATELY.
3. THE SECOND PARTY'S PERSONNEL WILL BE IN THEIR ASSIGNED WORK AREA PROPERLY EQUIPPED AND READY TO BEGIN WORK AT THE BEGINNING OF THE WORK SHIFT AND WILL REMAIN IN THEIR ASSIGNED WORK AREA DURING THE ENTIRE WORK SHIFT, EXCLUSIVE OF SCHEDULED BREAKS.

9.3 RELIEF FOR ABSENTEEISM AND VACATION

THE SECOND PARTY SHALL PROVIDE RELIEF PERSONNEL AS NECESSARY TO ENSURE THAT THE LEVEL OF SERVICE IS MAINTAINED AND NOT COMPROMISED.

9.4 UNIFORMS

- 9.4.1 SECOND PARTY'S EMPLOYEES WILL BE DRESSED IN A UNIFORM THAT MUST MEET THE APPROVAL OF THE CONTRACT ADMINISTRATOR AND IS ACCEPTABLE TO THE COUNTY. THE SECOND PARTY SHALL SUBMIT SAMPLES OF THE UNIFORMS TO THE CONTRACT ADMINISTRATOR FOR APPROVAL PRIOR TO BEGINNING THE SERVICES.
- 9.4.2 UNIFORMS SHALL CONSIST OF A SHIRT OR BLOUSE OR SMOCK/VEST AND LONG PANTS OR A DRESS/SKIRT.
- 9.4.3 THE SHIRT OR BLOUSE WILL HAVE THE SECOND PARTY'S NAME PRINTED ON THE FRONT AT A VISIBLE POSITION. OUTERWEAR FOR INCLEMENT WEATHER WILL BE THE SAME COLOR AS THE UNIFORM AND WILL HAVE THE COMPANY LOGO, AFFIXED THEREON IN A PERMANENT OR SEMI-PERMANENT MANNER SUCH AS A BADGE, PATCH OR MONOGRAM THAT IS VISIBLE AND OBVIOUS. ANY HATS WILL BE THE SAME COLOR AS THE UNIFORM AND MUST ALSO HAVE THE COMPANY LOGO IN THE FRONT.
- 9.4.4 NO ADVERTISING AND/OR SLOGANS WILL BE PRINTED ON UNIFORMS.
- 9.4.5 ALL SUB-CONTRACTED EMPLOYEES SHALL WEAR A NAME TAG WITH THEIR EMPLOYER'S COMPANY NAME ON THE OUTSIDE OF THE UPPER LEFT CHEST AREA OF THE PRIME CONTRACTOR'S APPROVED UNIFORM.

- 9.4.6 THE SECOND PARTY WILL ENSURE EVERY EMPLOYEE WEARS THE APPROPRIATE UNIFORM IN A PROFESSIONAL MANNER WITH THE SHIRT TAIL TUCKED IN AT ALL TIMES WHILE WORKING ON THE JOB SITE.
- 9.4.7 THE UNIFORM MUST MEET OR EXCEED ALL SAFETY RELATED STANDARDS SUCH AS STEEL TOE SHOES OR OTHER SAFETY RELATED UNIFORM MATERIALS.
- 9.4.8 AS PART OF THEIR UNIFORM, THE SECOND PARTY'S EMPLOYEES MUST DISPLAY THE AIRPORT PHOTO IDENTIFICATION SECURITY BADGE ON THEIR OUTER MOST GARMENTS. THESE UNIFORMS MUST BE SUPPLIED AND MAINTAINED BY THE SECOND PARTY AT NO COST TO THE COUNTY. AN EMPLOYEE MAY BE SENT HOME IF IT IS DETERMINED THAT HE OR SHE IS NOT DRESSED IN FULL UNIFORM.

9.5 **EMPLOYEE CONDUCT**

- 9.5.1 SECOND PARTY'S EMPLOYEES WILL CONDUCT THEMSELVES IN A SAFE AND ORDERLY MANNER AT ALL TIMES WHILE ON THE JOB SITE, WHETHER ON OR OFF DUTY. PERSONAL CELL PHONE USE IS STRICTLY PROHIBITED UNLESS EMPLOYEE IS ON HIS/HER OFFICIAL DESIGNATED BREAK TIME IN HIS/HER DESIGNATED BREAK AREA.
- 9.5.2 FIGHTING, BEING UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, BRINGING AND/OR CONSUMING ALCOHOL AND/OR DRUGS, GAMBLING, SOLICITING, STEALING, TAKING PICTURES OR BRINGING CAMERAS OR OTHER PHOTOGRAPHIC DEVICES ANYWHERE ON THE PROPERTY, UNLESS APPROVED IN WRITING BY THE CONTRACT ADMINISTRATOR, AND ANY IMMORAL OR OTHERWISE UNDESIRABLE CONDUCT WILL NOT BE PERMITTED ON THE JOB SITE.
- 9.5.3 THE SECOND PARTY SHALL PREVENT ANY OF ITS EMPLOYEES FROM OPENING, TAMPERING WITH, USING OR MOVING ANY ITEM OF EQUIPMENT, SUCH AS CALCULATORS, COMPUTERS, TELEPHONES, STORAGE CONTAINER, DESKS, ETC. OR ENTERING ANY AREA UNLESS REQUIRED IN THE PERFORMANCE OF THE SERVICES. ANY ITEM MOVED FOR THE PURPOSE OF CLEANING SHALL BE PUT BACK IN PLACE AFTER CLEANING.
- 9.5.4 THE SECOND PARTY SHALL ESTABLISH, IMPLEMENT, AND MAINTAIN PROCEDURES AND CONTROLS TO ENSURE EACH EMPLOYEE OF THE SECOND PARTY COMPLIES WITH ALL APPLICABLE PROVISIONS OF THE CONTRACT AND ALL SITE RULES AND PRACTICES OF THE COUNTY.
- 9.5.5 SECOND PARTY WILL IMMEDIATELY, AFTER RECEIPT OF WRITTEN NOTICE FROM THE CONTRACT ADMINISTRATOR, REMOVE ANY EMPLOYEE OR OTHER REPRESENTATIVE OF SECOND PARTY FROM PREMISES WHO PARTICIPATES IN IMPROPER OR ILLEGAL ACTS, OR WHOSE CONTINUED PRESENCE IS, IN THE OPINION OF THE CONTRACT ADMINISTRATOR, DEEMED NOT TO BE IN THE BEST INTEREST OF THE COUNTY.
- 9.5.6 THE SECOND PARTY'S PERSONNEL WILL NOT EAT OR TAKE BREAKS WITHIN THEIR ASSIGNED WORK AREAS.
- 9.5.7 CORRECTIVE ACTION WILL BE DETERMINED AND ENFORCED IN INSTANCES OF NON-COMPLIANCE WITH THIS AND ALL OTHER CONTRACTUAL REQUIREMENTS.

9.6

PERSONNEL TRAINING

9.6.1 THE SECOND PARTY WILL PROVIDE ENVIRONMENTAL HEALTH AND SAFETY TRAINING TO ENSURE COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS OR REGULATIONS. IT IS IMPERATIVE THAT EACH EMPLOYEE RECEIVES PROPER AND ADEQUATE TRAINING PRIOR TO COMMENCEMENT OF WORK. UNTRAINED EMPLOYEES WILL NOT BE PERMITTED TO PERFORM THE SERVICES SPECIFIED WITHIN THE CONTRACT. IT WILL BE THE SECOND PARTY'S RESPONSIBILITY TO MAINTAIN EVIDENCE THAT EMPLOYEES ARE BEING PROPERLY TRAINED. SECOND PARTY'S EMPLOYEES UTILIZED FOR PROJECT WORK SUCH AS STRIPPING AND REFINISHING FLOORS, AND OVERHEAD CLEANING ABOVE EIGHT FEET, WILL RECEIVE ADDITIONAL TRAINING.

9.6.2 TRAINING RECORD

9.6.2.1 THE SECOND PARTY SHALL MAINTAIN A TRAINING RECORD FOR EACH EMPLOYEE. THE TRAINING RECORD SHALL SHOW, AT A MINIMUM, EACH EMPLOYEE'S NAME, DATE OF EMPLOYMENT, THE TYPE AND DATE OF EACH TRAINING CLASS ATTENDED, AND THE CLASS INSTRUCTOR.

9.6.2.2 THE SECOND PARTY SHALL HAVE AVAILABLE SUCH RECORDS FOR INSPECTION IN THE WEEKLY REPORT TO THE CONTRACT ADMINISTRATOR. THE CONTRACT ADMINISTRATOR OR ITS DESIGNEE, MAY, FROM TIME TO TIME, MONITOR THE CONDUCT FOR SUCH TRAINING CLASSES.

9.6.3 TRAINING SUBJECTS

AT A MINIMUM, THE SECOND PARTY SHALL PROVIDE EACH EMPLOYEE WITH THE FOLLOWING TRAINING WITHIN THE FIRST MONTH OF EMPLOYMENT AND AGAIN DURING EACH TWELVE-MONTH PERIOD DURING THE EMPLOYEE'S TENURE:

1. ORIENTATION TO HOUSEKEEPING OPERATIONS.
2. GREEN CLEANING POLICIES AND PROCEDURES.
3. HOUSEKEEPING CHEMICALS - PROPER USE AND DILUTION.
4. TOOLS AND EQUIPMENT - PROPER USE AND CARE.
5. REST ROOM CLEANING AND DISINFECTIONS.
6. OFFICE AND RELATED AREA CLEANING.
7. REPETITIVE FLOOR CARE.
8. PROJECT FLOOR CARE.
9. TRASH COLLECTION AND RECYCLING.
10. COMMON CLEANING MISTAKES.
11. BODY MECHANICS.
12. QUALITY CONTROL.
13. INSPECTION TECHNIQUES (SUPERVISORS).
14. SAFETY & SECURITY TO INCLUDE ASBESTOS, BLOOD BORNE PATHOGENS, HAZARDOUS MATERIALS – HAZCOM.

15. EMERGENCY PROCEDURES & EVACUATIONS.
16. INCIDENT/ACCIDENT REPORTING.
17. PERSONAL PROTECTIVE EQUIPMENT.
18. HIPAA PRIVACY TRAINING. MUST BE COMPLETED BEFORE A SECOND PARTY EMPLOYEE STARTS WORK AT BARCs OR NJCC.
19. OCCUPATIONAL HEALTH AND ADMINISTRATION INFECTION CONTROL TRAINING. MUST BE COMPLETED BEFORE A SECOND PARTY EMPLOYEE STARTS WORK AT BARCs OR NJCC.
20. 42 CFR FEDERAL ALCOHOL AND DRUG ABUSE CONFIDENTIALITY REGULATIONS TRAINING. MUST BE COMPLETED BEFORE A SECOND PARTY EMPLOYEE STARTS WORK AT BARCs.

9.6.4 SYLLABUS

AT THE REQUEST OF THE CONTRACT ADMINISTRATOR, THE SECOND PARTY WILL PRESENT SCHEDULE OF SUBJECTS AND TIMES OF TRAINING.

9.6.5 TRAINING MATERIALS

- 9.6.5.1 THE COUNTY WILL HAVE THE OPTION OF MAKING TRAINING MATERIALS AND SCRIPTS AVAILABLE FOR THE USE OF THE SECOND PARTY. THE TRAINING MATERIALS AND SCRIPTS SHALL REMAIN THE SOLE AND EXCLUSIVE PROPERTY OF THE COUNTY AND SHALL NOT BE REMOVED FROM THE SITE. PROVISION OF ANY TRAINING MATERIALS BY THE COUNTY IN NO WAY RELIEVES THE SECOND PARTY FROM ANY RESPONSIBILITY FOR TRAINING ITS EMPLOYEES IN THE PROPER METHODS AND USE OF TOOLS, CHEMICALS, EQUIPMENT, AND SUPPLIES OR ANY OTHER SKILLS OR KNOWLEDGE NEEDED BY THE SECOND PARTY IN ORDER TO COMPLY WITH THE SPECIFICATIONS CONTAINED HEREIN.
- 9.6.5.2 IF THE COUNTY ELECTS TO PROVIDE THE SECOND PARTY WITH TRAINING MATERIALS, THEN, THE COUNTY SHALL PROVIDE THE EQUIPMENT NECESSARY TO PRESENT THE TRAINING MATERIALS.
- 9.6.5.3 IF THE COUNTY ELECTS NOT TO PROVIDE THE SECOND PARTY WITH TRAINING MATERIALS, THEN THE SECOND PARTY SHALL BE RESPONSIBLE FOR PROVIDING ANY EQUIPMENT NECESSARY TO PRESENT THE TRAINING MATERIALS.

9.7 **EMPLOYEES CONFIDENTIALITY TRAINING AND CERTIFICATIONS**

ALL PERSONNEL PROVIDING SERVICE TO THE AIRPORT AND SOME PERSONNEL PROVIDING SERVICE TO OTHER COUNTY FACILITIES ARE SUBJECT TO JC AND HIPAA CONFIDENTIALITY STANDARDS AND MUST HAVE COMPLETED TRAINING AND CERTIFICATION FOR SUCH. THE ADDITIONAL COUNTY FACILITIES WILL BE IDENTIFIED TO THE SECOND PARTY. THE CONTRACT ADMINISTRATOR MAY REQUEST PROOF OF AN EMPLOYEE'S OR ALL EMPLOYEES' TRAINING RECORDS AT ANY TIME DURING THE TIME PERIOD OF THIS CONTRACT.

9.8 **EMPLOYEE SAFETY TRAINING**

- 9.8.1 SECOND PARTY, AT ITS OWN EXPENSE, SHALL PROVIDE EACH OF ITS EMPLOYEES WHO WILL BE WORKING ON THE JOB SITE, WITH THE TRAINING NEEDED TO SAFELY AND COMPETENTLY PERFORM THE SERVICES REQUIRED BY THIS SOLICITATION, INCLUDING COMPLIANCE WITH GREEN CLEANING PRACTICES.

- 9.8.2 SECOND PARTY MUST BE FAMILIAR WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, CITY AND LOCAL LAWS, REGULATIONS OR CODES AND BE GOVERNED ACCORDINGLY AS IT APPLIES TO THIS SERVICE AND MUST BE AWARE OF THE SAFETY STANDARDS CONCERNING MATERIALS USED. SECOND PARTY SHALL DEVELOP AND IMPLEMENT PROCEDURES TO ENSURE ITS EMPLOYEES USE CHEMICALS IN ACCORDANCE WITH THE INSTRUCTIONS OF THE CHEMICAL MANUFACTURERS. SECOND PARTY SHALL PROVIDE TO THE CONTRACT ADMINISTRATOR MATERIAL SAFETY DATA SHEETS (MSDS)/SAFETY DATA SHEETS (SDS) FOR CHEMICALS AND CLEANING PRODUCTS USED.
- 9.8.3 SECOND PARTY EMPLOYEES SHALL BE TRAINED IN ACCIDENT PREVENTION AND PROVIDE BARRICADES NECESSARY TO PROTECT PERSONS OR PROPERTY AGAINST INJURY OR DAMAGE, AND AT ALL TIMES, BE RESPONSIBLE FOR ANY SUCH DAMAGE OR INJURY THAT OCCURS AS A RESULT OF THEIR FAULT OR NEGLIGENCE.
- 9.8.4 SOME TASKS MAY REQUIRE WORKING WITH POTENTIALLY HAZARDOUS MATERIALS. SECOND PARTY IS OBLIGATED TO ENSURE EMPLOYEES ARE TRAINED AND MEDICALLY CLEARED FOR SUCH WORK. SECOND PARTY IS REQUIRED TO ASSESS THE NEED FOR AND PROVIDE ITS EMPLOYEES PERSONAL PROTECTIVE EQUIPMENT (PPE) AS REQUIRED.
- 9.8.5 SECOND PARTY MAY BE REQUESTED TO PROVIDE A COPY OF ITS SAFETY-TRAINING PROGRAM ANY TIME WITHIN THE DURATION OF THIS SOLICITATION.
- 9.8.6 SECOND PARTY WILL KEEP A RECORD OF ALL TRAINING FOR EACH EMPLOYEE. THE RECORD SHALL SHOW, AS A MINIMUM, THE EMPLOYEE'S NAME, DATE OF EMPLOYMENT, AND DATE AND TYPE OF TRAINING FOR EACH CLASS ATTENDED. A TRANSCRIPT OF THE TRAINING RECORDS WILL BE MADE AVAILABLE TO THE COUNTY ON REQUEST.

9.9 EMPLOYEE SAFETY PRACTICES

- 9.9.1 SECOND PARTY MUST TAKE PRECAUTIONS NECESSARY TO PROTECT PERSONS OR PROPERTY AGAINST INJURY OR DAMAGE AND BE RESPONSIBLE FOR ANY SUCH DAMAGE, OR INJURY THAT OCCURS AS A RESULT OF FAULT OR NEGLIGENCE OF SECOND PARTY'S EMPLOYEE OR SUB-CONTRACTOR.
- 9.9.2 SECOND PARTY SHALL PROVIDE AND USE ADEQUATE BARRICADES AND SIGNS TO CORDON OFF HAZARDOUS WORK AREAS AND/OR TO PROVIDE SUFFICIENT WARNING PRIOR TO, DURING AND AFTER THE PERFORMANCE OF SERVICES. ALL GENERALLY ACCEPTED AND GOVERNMENT REQUIRED SAFETY PRACTICES SHALL BE FOLLOWED.

9.10 GRATUITIES/SOLICITATIONS

- 9.10.1 THE SECOND PARTY SHALL ESTABLISH, IMPLEMENT, AND MAINTAIN PROCEDURES AND CONTROLS ADEQUATE TO PREVENT ITS EMPLOYEES FROM PROVIDING ANY SERVICES OTHER THAN THAT WHICH IS DEFINED IN THE CONTRACT.
- 9.10.2 NO EMPLOYEE OF THE AGREEMENTS WILL SOLICIT OR ACCEPT ANY GRATUITIES IN THE FACILITIES OF THE COUNTY.

9.11 PERSONAL HYGIENE

- 9.11.1 SECOND PARTY SHALL ENSURE THAT ALL EMPLOYEES PRACTICE GOOD PERSONAL HYGIENE HABITS
- 9.11.2 EXCESSIVE USE OF PERFUMES AND/OR COLOGNES IS DISCOURAGED.

9.11.3 ALL BODY ODOR COMPLAINTS SHALL BE ADDRESSED IMMEDIATELY WITH SECOND PARTY'S EMPLOYEE BY SECOND PARTY AND DOCUMENTED ACCORDINGLY. SHOULD AN EMPLOYEE RECEIVE THREE DOCUMENTED OCCURRENCES, THE CONTRACT ADMINISTRATOR MAY REQUEST REMOVAL OF SAID EMPLOYEE FROM THE STAFFING TEAM.

9.12 **SCAVENGING**

THE SECOND PARTY SHALL DEVELOP, IMPLEMENT, AND MAINTAIN ADEQUATE PROCEDURES TO ENSURE THAT NO CONTRACT EMPLOYEE(S) SCAVENGE ANY ITEMS FROM ANY COUNTY FACILITIES OR PROPERTIES.

END OF SECTION

PART 1

GENERAL SPECIFICATIONS AND REQUIREMENTS

JANITORIAL SERVICES FOR VARIOUS BROWARD COUNTY FACILITIES

SECTION 10 – GREEN CLEANING

10. GREEN CLEANING

10.1. BROWARD COUNTY STRIVES TO MAXIMIZE ITS GREEN BUILDING INITIATIVES. THOUGH ALL FACILITIES ARE NOT LEED CERTIFIED, IT IS COUNTY'S PRACTICE TO USE GREEN CLEANING PROTOCOLS. SECOND PARTY IS REQUIRED TO BE OPERATIONALLY EFFICIENT WHILE MINIMIZING ENVIRONMENTAL IMPACTS TO THE COUNTY'S FACILITIES.

10.2. GREEN BUILDING: A BUILDING WITH EFFICIENT USE OF ENERGY, WATER, AND OTHER RESOURCES; PROTECTION OF OCCUPANT HEALTH AND IMPROVEMENT OF EMPLOYEE PRODUCTIVITY; REDUCTION OF WASTE, POLLUTION AND ENVIRONMENTAL DEGRADATION; USE OF ENVIRONMENTALLY SAFE CHEMICALS AND RECYCLED PAPER PRODUCTS; AND ANY OTHER ENVIRONMENTALLY RESPONSIBLE ACTIONS OR RESOURCES.

10.3. GREEN CLEANING PRACTICES: PROVIDING JANITORIAL SERVICES TO COUNTY FACILITIES BY UTILIZING LOW-EMITTING MATERIALS; RECYCLED CONTENT MATERIALS/SUPPLIES; AND ENVIRONMENTALLY FRIENDLY MAINTENANCE PRACTICES THAT ARE IMPLEMENTED THROUGH THE ADOPTION OF TRAINING PROGRAMS FOR JANITORIAL SUPERVISORS AND STAFF. THESE INITIATIVES ARE INTENDED TO REDUCE THE AMOUNT OF VOLATILE ORGANIC COMPOUNDS (VOCs) USED IN CLEANING WHILE ALSO ELIMINATING MANY OF THE INDOOR AIRBORNE PARTICULATES, WHICH MAY ADVERSELY IMPACT INDOOR AIR QUALITY.

10.4. SECOND PARTY WILL ESTABLISH A GREEN CLEANING POLICY FOR EACH LOCATION THAT ADDRESSES THE REQUIREMENTS LISTED BELOW.

10.5. GREEN CLEANING POLICY

10.5.1. PURCHASE/UTILIZE ONLY SUSTAINABLE CLEANING AND HARD FLOOR AND CARPET CARE PRODUCTS MEETING THE SUSTAINABILITY CRITERIA OUTLINED IN LEED v4 FOR BUILDING OPERATIONS AND MAINTENANCE INDOOR ENVIRONMENTAL QUALITY (EQ) CREDIT: GREEN CLEANING – PRODUCTS AND MATERIALS.

1. THE TERM "CLEANING PRODUCTS" ENCOMPASSES ALL CHEMICALS USED IN THE JANITORIAL PROCESS.
2. SEE ADDITIONAL COUNTY SPECIFICATIONS IN CLEANING PRODUCTS, PAPER PRODUCTS AND TRASH BAGS SECTION.

10.5.2. PURCHASE/UTILIZE ONLY SUSTAINABLE DISPOSABLE JANITORIAL PAPER PRODUCTS AND TRASH BAGS MEETING THE SUSTAINABILITY CRITERIA OUTLINED IN LEED v4 FOR BUILDING OPERATIONS AND MAINTENANCE INDOOR ENVIRONMENTAL QUALITY (EQ) CREDIT: GREEN CLEANING – PRODUCTS AND MATERIALS.

SEE ADDITIONAL COUNTY SPECIFICATIONS IN CLEANING PRODUCTS, PAPER PRODUCTS AND TRASH BAGS SECTION.

10.5.3. EXCEPTIONS TO THIS REQUIREMENT CAN ONLY BE MADE WITH THE APPROVAL OF THE CONTRACT ADMINISTRATOR AND BROWARD COUNTY RISK MANAGEMENT DIVISION WHEN NO SUSTAINABLE PRODUCT EXIST TO ACCOMPLISH A NECESSARY TASK.

10.5.4. PURCHASE/UTILIZE ONLY CLEANING EQUIPMENT MEETING THE SUSTAINABILITY CRITERIA OUTLINED IN LEED v4 FOR BUILDING OPERATIONS AND MAINTENANCE INDOOR ENVIRONMENTAL QUALITY (EQ) CREDIT: GREEN CLEANING – EQUIPMENT.

SEE ADDITIONAL COUNTY SPECIFICATIONS IN EQUIPMENT SECTION.

10.5.5. PURCHASE/UTILIZE COLOR-CODED MICROFIBER MOPS, TOWELS, AND OTHER SIMILAR WIPING MATERIALS TO ELIMINATE CROSS CONTAMINATION. ONE COLOR WILL BE DESIGNATED FOR RESTROOMS AND ANOTHER COLOR FOR OTHER AREAS. MOPS, TOWELS, AND OTHER SIMILAR WIPING MATERIALS USED TO CLEAN RESTROOMS WILL NOT BE USED TO CLEAN OTHER AREAS AND VICE VERSUS.

10.5.6. ESTABLISH STANDARD OPERATING PROCEDURES ADDRESSING HOW AN EFFECTIVE CLEANING AND HARD FLOOR AND CARPET MAINTENANCE SYSTEM WILL BE CONSISTENTLY UTILIZED, MANAGED, AND AUDITED. SPECIFICALLY ADDRESS CLEANING TO PROTECT VULNERABLE BUILDING OCCUPANTS.

10.5.7. DEVELOP STRATEGIES FOR PROMOTING AND IMPROVING HAND HYGIENE, INCLUDING BOTH HANDS WASHING AND THE USE OF HAND SANITIZERS.

10.5.8. DEVELOP AND IMPLEMENT GUIDELINES ADDRESSING THE SAFE HANDLING AND STORAGE OF CLEANING CHEMICALS USED IN THE BUILDING, INCLUDING A PLAN FOR MANAGING HAZARDOUS SPILLS OR MISHANDLING INCIDENTS.

10.5.9. DEVELOP AND IMPLEMENT REQUIREMENTS FOR STAFFING AND TRAINING OF PERSONNEL APPROPRIATE TO THE NEEDS OF THE BUILDING. IT MUST ADDRESS THE TRAINING OF PERSONNEL IN THE HAZARDS, USE, MAINTENANCE, DISPOSAL AND RECYCLING OF CLEANING CHEMICALS, DISPENSING EQUIPMENT, AND PACKAGING.

10.5.10. TRAIN STAFF TO SPRAY THE CLEANING PRODUCT ONTO THE CLEANING RAG AND NOT THE PIECE OF EQUIPMENT/SURFACE.

10.5.11. PROVIDE AN APPROPRIATE STAFFING PLAN.

10.5.12. USE CHEMICAL CONCENTRATES WITH APPROPRIATE DILUTION SYSTEMS TO MINIMIZE CHEMICAL USE WHEREVER POSSIBLE.

10.5.13. REMOVE ALL RECYCLABLES FROM EACH LOCATION AS REQUIRED. RECYCLABLES MUST BE REMOVED

SEPARATELY FROM TRASH TO AVOID CONTAMINATION AND PLACED IN DESIGNATED RECYCLE BINS AND TRANSPORTED TO DESIGNATED PICK-UP LOCATIONS IF APPLICABLE.

- 10.6. THE SECOND PARTY SHALL SUBMIT THEIR GREEN CLEANING TRAINING AND PROCEDURES MANUALS PRIOR OF CONTRACT BEING SUBMITTED TO THE APPROPRIATE DELEGATED AUTHORITY FOR APPROVAL OR BEING SUBMITTED FOR APPROVAL. THE MANUALS MUST COMPLY WITH LEED v4 FOR BUILDING OPERATIONS AND MAINTENANCE. THE MANUALS' COMPLIANCE WITH THE US GREEN BUILDING COUNSEL STANDARDS WILL BE DETERMINED BY COUNTY STAFF. APPROVAL OF MANUALS MUST BE ATTAINED PRIOR TO AWARD OF CONTRACT.
- 10.7. THE SECOND PARTY SHALL SUBMIT ITS CLEANING PRODUCT SHEETS, PAPER PRODUCT AND TRASH BAG PRODUCT SHEETS AND EQUIPMENT PRODUCT SHEETS PRIOR OF CONTRACT BEING SUBMITTED TO THE BOARD FOR APPROVAL. THE PRODUCT DATA SHEET MUST SHOW THAT THE PRODUCTS COMPLY WITH LEED v4 FOR BUILDING OPERATIONS AND MAINTENANCE. THE PRODUCTS' COMPLIANCE WITH THE US GREEN BUILDING COUNSEL STANDARDS WILL BE DETERMINED BY COUNTY STAFF. APPROVAL OF PRODUCTS MUST BE ATTAINED PRIOR TO AWARD OF THIS SOLICITATION.
- 10.8. LEED v4 FOR BUILDING OPERATIONS AND MAINTENANCE INDOOR ENVIRONMENTAL QUALITY (EQ) CREDIT: GREEN CLEANING – PRODUCTS AND MATERIALS.
- 10.8.1 THE CLEANING PRODUCTS MEET 1 OR MORE OF THE FOLLOWING STANDARDS FOR THE APPROPRIATE CATEGORY:
- 10.8.1.1 GREEN SEAL GS-37, FOR GENERAL-PURPOSE, BATHROOM, GLASS AND CARPET CLEANERS USED FOR INDUSTRIAL AND INSTITUTIONAL PURPOSES.
- 10.8.1.2 ENVIRONMENTAL CHOICE CCD-110, FOR CLEANING AND DEGREASING COMPOUNDS.
- 10.8.1.3 ENVIRONMENTAL CHOICE CCD-146, FOR HARD SURFACE CLEANERS.
- 10.8.1.4 ENVIRONMENTAL CHOICE CCD-148, FOR CARPET AND UPHOLSTERY CARE
- 10.8.1.5 GREEN SEAL GS-40, FOR INDUSTRIAL AND INSTITUTIONAL FLOOR CARE PRODUCTS.
- 10.8.1.6 ENVIRONMENTAL CHOICE CCD-147, FOR HARD-FLOOR CARE.
- 10.8.2 DISINFECTANTS, METAL POLISH OR OTHER PRODUCTS NOT ADDRESSED BY THE ABOVE STANDARDS MEET 1 OR MORE OF THE FOLLOWING STANDARDS FOR THE APPROPRIATE CATEGORY:
- 10.8.2.1 ENVIRONMENTAL CHOICE CCD-112, FOR DIGESTION ADDITIVES FOR CLEANING AND ODOR CONTROL.
- 10.8.2.2 ENVIRONMENTAL CHOICE CCD-113, FOR DRAIN OR GREASE TRAPS ADDITIVES.

- 10.8.2.3 ENVIRONMENTAL CHOICE CCD-115, FOR ODOR CONTROL ADDITIVES.
- 10.8.2.4 GREEN SEAL GS-52/53, FOR SPECIALTY CLEANING PRODUCTS.
- 10.8.2.5 CALIFORNIA CODE OF REGULATIONS MAXIMUM ALLOWABLE VOC LEVELS FOR THE SPECIFIC PRODUCT CATEGORY.
- 10.8.3 DISPOSABLE JANITORIAL PAPER PRODUCTS AND TRASH BAGS MEET THE MINIMUM REQUIREMENTS OF 1 OR MORE OF THE FOLLOWING PROGRAMS FOR THE APPLICABLE PRODUCT CATEGORY:
 - 10.8.3.1 ENVIRONMENTAL PROTECTION AGENCY (EPA) COMPREHENSIVE PROCUREMENT GUIDELINES FOR JANITORIAL PAPER AND PLASTIC TRASH CAN LINERS.
 - 10.8.3.2 GREEN SEAL GS-01, FOR TISSUE PAPER, PAPER TOWELS AND NAPKINS.
 - 10.8.3.3 ENVIRONMENTAL CHOICE CCD-082, FOR TOILET TISSUE.
 - 10.8.3.4 ENVIRONMENTAL CHOICE CCD-086, FOR HAND TOWELS.
 - 10.8.3.5 JANITORIAL PAPER PRODUCTS DERIVED FROM RAPIDLY RENEWABLE RESOURCES OR MADE FROM TREE-FREE FIBERS.
 - 10.8.3.6 FSC CERTIFICATION, FOR FIBER PROCUREMENT.
 - 10.8.3.7 EPA COMPREHENSIVE PROCUREMENT GUIDELINES, FOR PLASTIC TRASH CAN LINERS.
 - 10.8.3.8 CALIFORNIA INTEGRATED WASTE MANAGEMENT REQUIREMENTS, FOR PLASTIC TRASH CAN LINERS (CALIFORNIA CODE OF REGULATIONS TITLE 14, CHAPTER 4, ARTICLE 5, OR SABRC 42290-42297 RECYCLED CONTENT PLASTIC TRASH BAG PROGRAM).
- 10.8.4 HAND SOAPS AND HAND SANITIZERS MUST MEET 1 OR MORE OF THE FOLLOWING STANDARDS:
 - 10.8.4.1 NO ANTIMICROBIAL AGENTS (OTHER THAN AS A PRESERVATIVE) EXCEPT WHERE REQUIRED BY HEALTH CODES AND OTHER REGULATIONS (E.G., FOOD SERVICE AND HEALTH CARE REQUIREMENTS).
 - 10.8.4.2 GREEN SEAL GS-41, FOR INDUSTRIAL AND INSTITUTIONAL HAND CLEANERS.
 - 10.8.4.3 ENVIRONMENTAL CHOICE CCD-104, FOR HAND CLEANERS AND HAND SOAPS.
 - 10.8.4.4 ENVIRONMENTAL CHOICE CCD-170, FOR HAND SANITIZERS.
 - 10.8.4.5 EPA DESIGN FOR THE ENVIRONMENT PROGRAM'S STANDARD FOR SAFER CLEANING PRODUCTS.
- 10.9 LEED V4 FOR BUILDING OPERATIONS AND MAINTENANCE INDOOR ENVIRONMENTAL QUALITY (EQ)
CREDIT: GREEN CLEANING – EQUIPMENT

- 10.9.1 VACUUM CLEANERS ARE CERTIFIED BY THE CARPET AND RUG INSTITUTE SEAL OF APPROVAL/GREEN LABEL VACUUM PROGRAM AND OPERATE WITH A MAXIMUM SOUND LEVEL OF 70dBA OR LESS IN ACCORDANCE WITH ISO 11201.
- 10.9.2 CARPET EXTRACTION EQUIPMENT USED FOR RESTORATIVE DEEP CLEANING IS CERTIFIED BY THE CARPET AND RUG INSTITUTE'S SEAL OF APPROVAL DEEP CLEANING EXTRACTORS AND SEAL OF APPROVAL DEEP CLEANING SYSTEMS PROGRAM.
- 10.9.3 POWERED FLOOR MAINTENANCE EQUIPMENT, SUCH AS VACUUMS, GUARDS, OR OTHER DEVICES FOR CAPTURING FINE PARTICULATES, MUST OPERATE WITH A MAXIMUM SOUND LEVEL OF 70 dBA, IN ACCORDANCE WITH ISO 11201.
- 10.9.4 PROPANE-POWERED FLOOR EQUIPMENT IS NOT ALLOWED TO BE USED.
- 10.9.5 AUTOMATED SCRUBBING MACHINES MUST BE EQUIPPED WITH VARIABLE-SPEED FEED PUMPS AND EITHER (1) ON-BOARD CHEMICAL METERING TO OPTIMIZE THE USE OF CLEANING FLUIDS OR (2) DILUTION CONTROL SYSTEMS FOR CHEMICAL REFILLING. ALTERNATIVELY, SCRUBBING MACHINES MAY USE TAP WATER ONLY, WITH NO ADDED CLEANING PRODUCTS.

END OF SECTION

PART 1

GENERAL SPECIFICATIONS AND REQUIREMENTS

JANITORIAL SERVICES FOR VARIOUS BROWARD COUNTY FACILITIES

SECTION 11 – CLEANING PRODUCTS, PAPER PRODUCTS AND TRASH BAGS

11. CLEANING PRODUCTS, PAPER PRODUCTS AND TRASH BAGS

11.1. CLEANING PRODUCTS

11.1.1. PRODUCT DATA SHEETS FOR CHEMICALS TO BE USED ON THIS SOLICITATION WILL BE SUBMITTED TO THE CONTRACT ADMINISTRATOR FOR APPROVAL PRIOR TO COMMENCEMENT OF THE CONTRACT AND AT ANY TIME DURING THE TERM OF THE CONTRACT WHEN A SUBSTITUTE OR NEW PRODUCT IS INTENDED TO BE USED. THE SUBMITTAL MUST INCLUDE THE INTENDED USE OF THE CHEMICAL. ALL CHEMICALS SHALL BE OF EQUAL OR BETTER QUALITY THAN THOSE USED BY THE COUNTY PRIOR TO THIS SOLICITATION.

11.1.2. SECOND PARTY SHALL PURCHASE/UTILIZE ONLY SUSTAINABLE CLEANING AND HARD FLOOR AND CARPET CARE PRODUCTS MEETING THE SUSTAINABILITY CRITERIA OUTLINED IN LEED v4 FOR BUILDING OPERATIONS AND MAINTENANCE INDOOR ENVIRONMENTAL QUALITY (EQ) CREDIT: GREEN CLEANING PRODUCTS AND MATERIALS. THE TERM “CLEANING PRODUCTS” ENCOMPASSES ALL CHEMICALS USED IN THE JANITORIAL PROCESS.

11.1.3. HAND SOAP AND HAND SANITIZER PRODUCTS PROVIDED MUST BE THE PROPER SIZE AND TYPE FOR THE EXISTING DISPENSER(S).

11.1.4. AN ADDITIONAL ONE-DAY SUPPLY IS TO BE STORED ON-SITE AND AVAILABLE FOR USE BY BUILDING OCCUPANTS WHEN REQUIRED.

11.1.5. SECOND PARTY WILL USE CHEMICALS FORMULATED FOR LONG-LASTING SUPERLATIVE PERFORMANCE IN SEVERE DUTY ENVIRONMENTS.

11.1.6. CONTAINERS

ALL CHEMICALS SHALL BE PURCHASED, BROUGHT ON-SITE, AND STOCKED IN CLOSETS IN THEIR ORIGINAL CONTAINERS BY THE SECOND PARTY. THE CHEMICALS SHALL REMAIN IN SUCH CONTAINERS UNTIL DILUTED OR MIXED FOR USE. ALL SOLUTION BOTTLES AND SPRAY BOTTLES SHALL BE SAFETY CONTAINERS WHICH ARE SAFE FOR HANDLING AND THEIR INTENDED USE, AND THEY SHOULD ALSO BE PROPERLY LABELED.

11.1.7. LABELING

1. ALL CONTAINERS CONTAINING DELICATE OR FRAGILE ITEMS SHALL BE MARKED TO CLEARLY

IDENTIFY THIS CONDITION. THESE MARKINGS SHALL BE PLACED ON NOT LESS THAN ONE SIDE OR END OF THE CONTAINER.

2. MATERIAL THAT REQUIRES PRECAUTIONARY WARNINGS SHALL HAVE AFFIXED TO ALL CONTAINERS SUCH LABELS OR MARKINGS AS ARE PRESCRIBED AND APPROVED BY LAW, REGULATORY AGENCY, OR THIS SOLICITATION. THE MARKING OR LABELING OF MATERIAL CONTAINING HAZARDOUS OR TOXIC MATERIALS, SUBSTANCES, OR WASTES SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, RULES, AND REGULATIONS.
3. ALL CHEMICAL CONTAINERS SHALL BEAR THEIR ORIGINAL MANUFACTURER'S LABEL WHICH INCLUDES THE NAME AND ADDRESS OF THE MANUFACTURER, INSTRUCTIONS FOR USE AND ANY PERTINENT WARNINGS AND SAFETY INSTRUCTIONS. ALL CHEMICAL CONTAINERS MUST HAVE THE MANUFACTURER'S QUALITY CONTROL BATCH NUMBERS INCLUDED ON CASES OR CONTAINERS.
4. THE SECOND PARTY SHALL DEVELOP AND IMPLEMENT PROCEDURES TO INSURE ITS EMPLOYEES USE CHEMICALS IN ACCORDANCE WITH THE INSTRUCTIONS OF THE CHEMICAL MANUFACTURERS.
5. ALL SOLUTION BOTTLES AND SPRAY BOTTLES SHALL BE LABELED WITH A LABEL PROVIDED BY ITS MANUFACTURER OR WITH A PHOTOCOPY OF THE LABEL FROM THE CHEMICAL CONTAINER.

11.1.8. PROHIBITED CHEMICALS

1. CHEMICALS THAT DO NOT COMPLY WITH THE AFOREMENTIONED LEED CRITERIA.
2. CARPET CLEANING AGENTS CONTAINING CHLORINATED SOLVENTS ARE PROHIBITED.
3. CARPET CLEANING AGENTS CONTAINING OPTICAL BRIGHTENERS ARE PROHIBITED.
4. AMMONIA, LAUNDRY BLEACH, POWDERED CLEANSER, OR ANY OTHER SIMILAR TYPE OF CHEMICAL WITHOUT THE WRITTEN PERMISSION OF THE CONTRACT ADMINISTRATOR.

11.1.9. MANUFACTURER'S INSTRUCTIONS

THE SECOND PARTY SHALL FOLLOW THE INSTRUCTIONS OF THE CHEMICAL MANUFACTURERS IN EVERY INSTANCE.

11.1.10. SLIP RESISTANCE

THE SECOND PARTY SHALL VERIFY THAT ALL FLOOR FINISHES, SEALS, SPRAY BUFF SOLUTIONS AND OTHER SUCH CHEMICALS APPLIED TO HARD FLOORS HAVE A (.5) ASTM SLIP

COEFFICIENT OR BETTER. THE SECOND PARTY SHALL IMMEDIATELY POST WARNING SIGNS AND REPORT ANY OBSERVED INSTANCES OF SLIPPERY OR SLICK FLOORS TO THE COUNTY.

11.1.11. GERMICIDAL PROPERTIES

THE SECOND PARTY SHALL USE A GERMICIDAL DETERGENT THAT BEARS THE ENVIRONMENTAL PROTECTION AGENCY REGISTRATION NUMBER AND KILLS THE MRSA VIRUS.

11.1.12. CHEMICAL COMPATIBILITY

1. FLOOR FINISH, FLOOR FINISH REMOVER, FLOOR SEAL, SPRAY BUFF SOLUTION, DETERGENT, AND SEALS MUST ALWAYS BE COMPATIBLE AND/OR BE BY THE SAME MANUFACTURER.
2. SECOND PARTY SHALL ASCERTAIN THE APPROPRIATENESS OF ALL CHEMICALS FOR THEIR INTENDED USE ON A SURFACE OR MATERIAL BEFORE ANY ACTUAL USE.
3. COUNTY RESERVES THE RIGHT TO REFUSE THE USE OF OR DIRECT DISCONTINUANCE OF ANY PRODUCT IT DETERMINES NOT EFFECTIVE OR HARMFUL TO SURFACES, EQUIPMENT OR PERSONNEL. THE COST OF ANY DAMAGE CAUSED, OR CORRECTIVE MAINTENANCE REQUIRED, DEEMED TO BE THE RESULT OF THE USE OF INFERIOR OR INAPPROPRIATE PRODUCTS WILL BE DEDUCTED FROM SECOND PARTY'S MONTHLY INVOICE.

11.1.13. CHEMICALS – COST

1. ALL CHEMICALS WILL BE PURCHASED AND SUPPLIED BY SECOND PARTY AS PART OF THE MONTHLY CONTRACT PRICE.
2. THIS INCLUDES CHEMICALS USED BY COUNTY STAFF TO PROVIDE CUSTODIAL SERVICES DURING THE DAY.

11.1.14. MATERIAL SAFETY DATA SHEET (MSDS)/SAFETY DATA SHEETS (SDS)

1. THE SECOND PARTY SHALL PROVIDE THE DESIGNATED CONTRACT ADMINISTRATOR WITH A COPY OF A MATERIAL SAFETY DATA SHEET/SAFETY DATA SHEET AS REQUIRED BY OSHA FOR EACH TYPE AND BRAND OF CHEMICAL USED IN THE PERFORMANCE OF THE SERVICES.
2. SECOND PARTY SHALL MAINTAIN ON-SITE A LIBRARY OF MSDS/SDS, WITH DUPLICATE COPIES OF THE FORM(S), FOR ALL CHEMICALS AND HAZARDOUS SUBSTANCES USED BY SECOND PARTY AT LOCATION.

11.2. PAPER PRODUCTS AND TRASH BAGS

11.2.1. PRODUCT DATA SHEETS FOR PAPER PRODUCTS AND TRASH BAGS TO BE USED ON THIS SOLICITATION

WILL BE SUBMITTED TO THE CONTRACT ADMINISTRATOR FOR APPROVAL PRIOR TO COMMENCEMENT OF THE CONTRACT AND AT ANY TIME DURING THE TERM OF THE CONTRACT WHEN A SUBSTITUTE OR NEW PRODUCT IS INTENDED TO BE USED. THE SUBMITTAL MUST INCLUDE THE INTENDED USE OF THE PRODUCT.

- 11.2.2. PURCHASE/UTILIZE ONLY SUSTAINABLE DISPOSABLE JANITORIAL PAPER PRODUCTS AND TRASH BAGS MEETING THE SUSTAINABILITY CRITERIA OUTLINED IN LEED v4 FOR BUILDING OPERATIONS AND MAINTENANCE INDOOR ENVIRONMENTAL QUALITY (EQ) CREDIT: GREEN CLEANING - PRODUCTS AND MATERIALS.
- 11.2.3. PAPER PRODUCTS (PAPER TOWELS, TOILET SEAT LINERS, TOILET PAPER, EXT.) PROVIDED MUST BE THE PROPER SIZE AND TYPE FOR THE EXISTING DISPENSER(S).
- 11.2.4. AN ADDITIONAL ONE-DAY SUPPLY IS TO BE STORED ON-SITE AND AVAILABLE FOR USE BY BUILDING OCCUPANTS WHEN REQUIRED.
- 11.2.5. PURCHASE/UTILIZE ONLY 2-PLY TOILET TISSUE.
- 11.2.6. PAPER PRODUCTS AND TRASH BAGS – COST
 - 1. ALL PAPER PRODUCTS AND TRASH BAGS WILL BE PURCHASED AND SUPPLIED BY SECOND PARTY AS PART OF THE MONTHLY CONTRACT PRICE.
 - 2. THIS INCLUDES PAPER PRODUCTS AND TRASH BAGS USED BY COUNTY STAFF TO PROVIDE CUSTODIAL SERVICES DURING THE DAY.

END OF SECTION

PART 1

GENERAL SPECIFICATIONS AND REQUIREMENTS

JANITORIAL SERVICES FOR VARIOUS BROWARD COUNTY FACILITIES

SECTION 12 – EQUIPMENT SPECIFICATIONS & STANDARDS

12. EQUIPMENT SPECIFICATIONS & STANDARDS

- 12.1. PRODUCT DATA SHEETS FOR EQUIPMENT TO BE USED ON THIS SOLICITATION WILL BE SUBMITTED TO THE CONTRACT ADMINISTRATOR FOR APPROVAL PRIOR TO COMMENCEMENT OF THE SOLICITATION AND AT ANY TIME DURING THE TERM OF THE CONTRACT WHEN A SUBSTITUTE OR NEW PRODUCT IS INTENDED TO BE USED. THE SUBMITTAL MUST INCLUDE THE INTENDED USE OF THE EQUIPMENT. ALL EQUIPMENT SHALL BE OF EQUAL OR BETTER QUALITY THAN THOSE USED BY THE COUNTY PRIOR TO THIS SOLICITATION.
- 12.2. SECOND PARTY SHALL PURCHASE/UTILIZE ONLY CLEANING EQUIPMENT MEETING THE SUSTAINABILITY CRITERIA OUTLINED IN LEED v4 FOR BUILDING OPERATIONS AND MAINTENANCE INDOOR ENVIRONMENTAL QUALITY (EQ) CREDIT: GREEN CLEANING - EQUIPMENT.
- 12.3. VACUUM CLEANERS UTILIZED FOR CARPET CLEANING MUST ALSO BE TWO MOTOR UPRIGHTS WITH HIGH FILTRATION DISPOSABLE BAGS AND EQUIPPED WITH HEPA FILTERS. ALL VACUUM CLEANERS MUST MEET CARPET MANUFACTURERS' RECOMMENDATIONS FOR USE. GENERAL VACUUMING MUST BE DONE WITH AN UPRIGHT VACUUM.
- 12.4. BACKPACK TYPE VACUUM CLEANERS UTILIZED FOR CLEANING MUST ALSO BE EQUIPPED WITH HEPA FILTERS. SUPPLEMENTAL VACUUM CLEANING TASKS, LITTER PICK UP, CREVICE CLEANING ETC., MAY BE DONE WITH A BACKPACK VACUUM.
- 12.5. WET/DRY TANK VACUUM CLEANERS MUST ALSO BE EQUIPPED WITH HEPA FILTERS.
- 12.6. HOT WATER EXTRACTION MACHINES MUST COMPLY WITH CARPET MANUFACTURER RECOMMENDED CLEANING METHODS. THEY MUST ALSO BE AVAILABLE FOR USE IN REMOVING WATER CAUSED BY LEAKS OR SPILLS.
- 12.7. BRUTE BARRELS- BARRELS MAY NOT BE USED INSIDE THE BUILDINGS UNLESS EQUIPPED WITH WHEELS. BARRELS MAY BE USED ON SIDEWALKS AND GARAGE VESTIBULES.
- 12.8. ALL EQUIPMENT PROVIDED BY THE VENDOR WILL BE NEW OR LIKE-NEW WHEN THE PROJECT BEGINS.
- 12.9. SECOND PARTY WILL BE RESPONSIBLE FOR WARRANTY AND MAINTENANCE ON THE EQUIPMENT USED TO PERFORM REQUIRED SERVICES.
- 12.10. SECOND PARTY SHALL FURNISH ALL TOOLS AND EQUIPMENT NECESSARY FOR COMPLETE PERFORMANCE OF THIS SOLICITATION.
- 12.11. SECOND PARTY'S EQUIPMENT WILL INCLUDE, BUT NOT BE LIMITED TO: SAFETY SIGNS, VACUUM CLEANERS, FLOOR MACHINES FOR SURFACING HARD FLOORS, WET-DRY TANK VACUUM CLEANERS, SCRUBBERS, BUFFERS, PORTABLE EXTRACTORS, PRESSURE WASHERS, SWEEPERS, MOP BUCKETS, WRINGERS, MOPS, BROOMS, AND

BRUSHES. BATTERY HOLDING TRAYS WILL BE INSTALLED IN ALL BATTERY-POWERED EQUIPMENT. ALL BATTERIES WILL BE GEL CELL-TYPE BATTERIES.

- 12.12. THE COUNTY RESERVES THE RIGHT TO REFUSE THE USE OF ANY TOOLS OR EQUIPMENT IT DEEMS INEFFECTIVE OR HARMFUL TO SURFACES AND FIXTURES. THE COST OF ANY DAMAGE CAUSED BY DEFECTIVE OR INFERIOR TOOLS AND EQUIPMENT OR BY THE USE OF SUCH DEFECTIVE OR INFERIOR TOOLS AND EQUIPMENT WILL BE DEDUCTED FROM THE SECOND PARTY'S MONTHLY INVOICE.
- 12.13. GENERAL CLEANING JANITORIAL PERSONNEL SHALL BE EQUIPPED WITH JANITORIAL CARTS. THE STYLE OF CART MUST BE APPROVED BY THE CONTRACT ADMINISTRATOR AND KEPT NEATLY STOCKED AT ALL TIMES. THE CART SHALL ALSO HAVE A RECEPTACLE FOR ACCEPTING THE RESIDUE OF WASTE CANS, CIGARETTE URNS, ASHTRAYS AND OTHER LITTER OR DEBRIS.
- 12.14. SECOND PARTY SHALL ENSURE THAT ALL TOOLS, EQUIPMENT, AND SUPPLIES USED BY ITS EMPLOYEES SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND GOOD SAFETY PRACTICES.
- 12.15. ALL TOOLS, EQUIPMENT AND SUPPLIES USED BY SECOND PARTY IN THE PERFORMANCE OF THE SERVICES SHALL MEET THE LOCAL, STATE, AND FEDERAL SAFETY REQUIREMENTS. ALL ELECTRICAL EQUIPMENT MUST OPERATE AT FULL RATE PERFORMANCE LEVELS USING EXISTING BUILDING ELECTRICAL CIRCUITS.
- 12.16. SECOND PARTY SHALL DEVELOP AND IMPLEMENT ADEQUATE PROCEDURES AND CONTROL TO ENSURE THAT ALL TOOLS, EQUIPMENT, AND SUPPLIES REMAIN AT ALL TIMES IN GOOD, CLEAN CONDITION.
- 12.17. THE COUNTY RESERVES THE RIGHT TO REQUEST THE REPLACEMENT OF EQUIPMENT BASED ON APPEARANCE, CLEANING ABILITY, AGE, AND TYPE. THE CONTRACT ADMINISTRATOR WILL REVIEW THE CONDITION OF EQUIPMENT SEMI-ANNUALLY AND RECOMMEND REPLACEMENTS, AS NECESSARY. IF THE EQUIPMENT IS FOUND TO BE UNSAFE OR NOT IN GOOD WORKING CONDITION, THE COUNTY HAS THE RIGHT TO DIRECT SECOND PARTY TO REMOVE IT FROM SERVICE AND TO REPAIR OR REPLACE IT PROMPTLY. HOWEVER, IF THE EQUIPMENT IS NOT REPAIRED OR REPLACED WITHIN 48 HOURS, SECOND PARTY MAY BE REQUIRED TO RENT EQUIPMENT, AT THEIR OWN EXPENSE, IN ORDER TO MEET THE SERVICE REQUIREMENTS OF THIS SOLICITATIONS.
- 12.18. EQUIPMENT AND TOOLS WILL BE USED IN MANNERS THAT WILL NOT SCAR OR MARK WALLS OR OTHER SURFACES. LARGER EQUIPMENT AND TOOLS WILL BE EQUIPPED WITH NON-MARKING RUBBER, VINYL, OR PLASTIC TIPS ON THE ENDS OF THE HANDLES TO PREVENT MARKING OR SCARRING OF WALLS. ALL WHEELED AND MOVEABLE EQUIPMENT WILL BE EQUIPPED WITH PROTECTIVE NON-MARKING BUMPERS OR GUARDS AROUND THE ENTIRE PERIMETER OF THE EQUIPMENT TO PREVENT DAMAGING THE BUILDING STRUCTURE OR OTHER OBJECTS. BUMPERS OR GUARDS WILL BE PROPERLY MAINTAINED. EQUIPMENT WITH IMPROPER BUMPERS OR GUARDS WILL BE IMMEDIATELY REMOVED.
- 12.19. THE SECOND PARTY SHALL MAINTAIN ADEQUATE QUANTITIES OF BACKUP EQUIPMENT AND TOOLS TO ENSURE THAT THE MINIMUM QUANTITIES ARE AVAILABLE AND IN SAFE AND PROPER OPERATING CONDITION AT ALL TIMES DURING THE PERFORMANCE OF THE SERVICE.
- 12.20. DAMAGE(S) CAUSED BY SECOND PARTY'S EQUIPMENT WILL BE REPAIRED AND PAID FOR BY THE SECOND PARTY.
- 12.21. ELECTRICAL EQUIPMENT WILL BE EQUIPPED WITH A NON-MARKING, 3-CONDUCTOR, GROUNDED PLUG ELECTRICAL CORD. ALL ELECTRICAL MACHINERY SHALL HAVE GROUND FAULT PROTECTION DEVICES ATTACHED

AT ALL TIMES. ALL ELECTRICAL EQUIPMENT WILL BE RATED TO OPERATE ON NORMAL 120V-20AMP CIRCUITS, UNLESS OTHERWISE APPROVED BY THE CONTRACT ADMINISTRATOR. SHOULD VOLTAGE AND AMPERAGE REQUIREMENTS FOR EQUIPMENT NOT BE AVAILABLE AT THE WORK SITE, SECOND PARTY IS RESPONSIBLE FOR PROVIDING SUCH AT ITS OWN EXPENSE.

- 12.22. APPROPRIATE EQUIPMENT, INCLUDING ANY REQUIRED ADDITIONAL SAFETY EQUIPMENT SUCH AS FLOOR SIGNS, TEMPORARY BARRICADES AND STANCHIONS MAY BE MADE AVAILABLE ON-SITE WHEN NEEDED.
- 12.23. WHEN APPLICABLE, PROTECTIVE EQUIPMENT WILL BE REMOVED FROM PUBLIC AREAS WHEN NOT IN USE OR NOT REQUIRED.
- 12.24. EQUIPMENT WILL BE PROPERLY MAINTAINED AND SECURED WHEN NOT IN USE OR NOT REQUIRED. CARTS, TRASH BRUTES, BROOMS, BRUSHES, PANS, AND MOPS WILL NOT BE LEFT OUT IN HALLWAYS OR PUBLIC AREAS UNATTENDED. ALL EQUIPMENT WILL BE CLEANED ON A CONSISTENT SCHEDULE.

END OF SECTION

PART 1

GENERAL SPECIFICATIONS AND REQUIREMENTS

JANITORIAL SERVICES FOR VARIOUS BROWARD COUNTY FACILITIES

SECTION 13 – QUALITY CONTROL

13. QUALITY CONTROL

13.1. SECOND PARTY QUALITY CONTROL PROGRAM

- 13.1.1. THE SECOND PARTY WILL DEVELOP AND MAINTAIN A QUALITY CONTROL PROGRAM TO ENSURE THE REQUIREMENTS OF THE SOLICITATION ARE PROVIDED AS SPECIFIED.
- 13.1.2. THE SECOND PARTY'S PROGRAM, AT A MINIMUM, WILL INCLUDE A DESCRIPTION OF HOW EACH OF THE WORK STANDARDS SPECIFIED WILL BE ACCOMPLISHED.
- 13.1.3. THE SECOND PARTY WILL PROVIDE THE PROGRAM WITH THE INITIAL PROPOSAL SUBMISSION AND PROVIDE UPDATES FIVE CALENDAR DAYS PRIOR TO IMPLEMENTING ANY CHANGES.
- 13.1.4. THE SECOND PARTY'S PROGRAM MUST DESCRIBE SPECIFIC MONITORING TECHNIQUES FOR ALL CONTRACT SERVICES. THE QUALITY CONTROL PROGRAM MUST ALSO DESCRIBE AN INSPECTION SYSTEM THAT COVERS ALL THE SERVICES STATED IN THE WORK SCHEDULE. IT MUST SPECIFY AREAS TO BE INSPECTED ON EITHER A SCHEDULED OR NON-SCHEDULED BASIS, HOW OFTEN INSPECTIONS WILL BE PERFORMED, OR THE POSITION OF THE INDIVIDUAL(S) WHO WILL PERFORM EACH INSPECTION.
- 13.1.5. THE PROGRAM MUST INCLUDE A METHOD OF IDENTIFYING AND CORRECTING DEFICIENCIES IN THE QUALITY OF SERVICES BEFORE THE SERVICE BECOMES UNACCEPTABLE.
- 13.1.6. THE SECOND PARTY WILL PROVIDE THE FMD'S BUILDING MANAGER A WEEKLY OPERATION AND INSPECTION REPORT OF THE WORK THAT WAS PERFORMED AND INSPECTED THE PREVIOUS WEEK AND WORK THAT IS PLANNED FOR THE NEXT WEEK. THE REPORT MUST INCLUDE THE AREAS WHERE DETAIL CLEANING WAS PERFORMED, PROBLEMS ENCOUNTERED, ITEMS REQUIRING MAINTENANCE AND/OR REPAIR, AND THE ACTION THAT WAS TAKEN ON ITEMS INCLUDED IN THE REPORT.
- 13.1.7. THE SECOND PARTY WILL MAINTAIN A FILE OF ALL INSPECTIONS CONDUCTED AND THE CORRECTIVE ACTIONS TAKEN. THE EXACT FORMAT OF THE REPORT WILL BE DEVELOPED BY THE CONTRACT ADMINISTRATOR AND THE SECOND PARTY DURING THE PHASE-IN PERIOD.
- 13.1.8. THE SECOND PARTY'S PROGRAM MUST DESCRIBE SPECIFIC MONITORING TECHNIQUES FOR ALL CONTRACT SERVICES. THE QUALITY CONTROL PROGRAM MUST ALSO DESCRIBE AN INSPECTION SYSTEM THAT COVERS ALL THE SERVICES STATED IN THE WORK SCHEDULE. IT MUST SPECIFY AREAS TO BE INSPECTED ON EITHER A SCHEDULED OR NON-SCHEDULED BASIS, HOW OFTEN INSPECTIONS WILL BE PERFORMED, OR THE POSITION OF THE INDIVIDUAL(S) WHO WILL PERFORM EACH INSPECTION. THE PROGRAM MUST INCLUDE A METHOD OF IDENTIFYING AND CORRECTING DEFICIENCIES IN THE QUALITY OF SERVICES BEFORE THE SERVICE BECOMES UNACCEPTABLE.
- 13.1.9. THE PROGRAM SHOULD INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

- 13.1.9.1 A METHOD OF IDENTIFYING DEFICIENCIES IN THE QUALITY OF SERVICES PERFORMED BEFORE THE LEVEL OF PERFORMANCE IS UNACCEPTABLE.
- 13.1.9.2 SECOND PARTY SHALL HAVE A PLAN IN PLACE TO PERIODICALLY CONDUCT FIELD AUDITS OF ALL PERSONNEL TO MAINTAIN QUALITY STANDARDS.
- 13.1.9.3 AN INSPECTION SYSTEM COVERING ALL THE SERVICES REQUIRED IN THIS DOCUMENT MUST BE PROVIDED.
- 13.1.10. THE DESIGNATED CONTRACT ADMINISTRATOR SHALL MONITOR THE SECOND PARTY'S PERFORMANCE UNDER THIS CONTRACT USING THE QUALITY CONTROL PROCEDURES AS SPECIFIED.
- 13.1.11. ALL QUESTIONS CONCERNING THE QUALITY ACCEPTABILITY OF MATERIALS USED, THE WORK PERFORMED, THE MANNER OF PERFORMANCE, AND PROGRESS BEING MADE IN MEETING SPECIFICATION REQUIREMENTS SHALL BE DETERMINED BY THE DESIGNATED CONTRACT ADMINISTRATOR.
- 13.1.12. THE DESIGNATED CONTRACT ADMINISTRATOR WILL GENERALLY COMMUNICATE DAILY WORK REQUESTS OR DAILY DEFICIENCY REPORTS TO THE SECOND PARTY VIA E-MAIL.
- 13.1.13. SECOND PARTY'S PERFORMANCE AND TIMELY RESPONSE TO EMERGENCY SERVICE CALLS SHALL BE RECORDED BY SECOND PARTY AND CAREFULLY MONITORED BY COUNTY. REQUIRED EMERGENCY SERVICE RESPONSE TIMES ARE DETAILED IN SECTION 2.
- 13.1.14. COMPLAINTS AGAINST THE SECOND PARTY PROCESSED UTILIZING A VENDOR COMPLAINT FORM ARE TO BE CORRECTED WITHIN TEN (10) CALENDAR DAYS OF FORMAL COMPLAINT. WRITTEN RESPONSE TO THE CONTRACT ADMINISTRATOR IS REQUIRED. FAILURE TO PROPERLY RESOLVE COMPLAINTS WITHIN TEN (10) CALENDAR DAYS MAY RESULT IN THE TERMINATION OF THIS CONTRACT.
- 13.1.15. EACH PHASE OF THE JANITORIAL SERVICES RENDERED UNDER THIS CONTRACT IS SUBJECT TO INSPECTION, BOTH DURING AND AFTER COMPLETION OF WORK.
- 13.1.16. THE COUNTY'S QUALITY CONTROL (INSPECTIONS/EVALUATIONS) IS NOT A SUBSTITUTE FOR ADEQUATE AND CONSISTENT QUALITY CONTROL (MANPOWER SUPERVISION/ CONTROL / RESOURCE MANAGEMENT) BY THE SECOND PARTY.
- 13.1.17. THE COUNTY HAS THE RIGHT, AT ALL TIMES, TO INSPECT THE SECOND PARTY'S RECORDS, SERVICES PERFORMED, WORKMANSHIP, AND MATERIALS FURNISHED AND UTILIZED IN THE PERFORMANCE OF SUCH JANITORIAL SERVICES TO THE EXTENT PRACTICABLE. HOWEVER, INSPECTIONS WILL BE CONDUCTED IN A MANNER THAT WILL NOT UNDULY INTERRUPT OR DELAY THE SECOND PARTY'S WORK.
- 13.1.18. THE COUNTY WILL HAVE THE RIGHT AT ALL TIMES TO APPOINT AUDITORS (BOTH INTERNAL AND INDEPENDENT), ADMINISTRATORS, AND SUCH OTHER PERSONNEL AND REPRESENTATIVES AS DEEMED APPROPRIATE TO EXAMINE, INSPECT, REVIEW, OR AUDIT PROCEDURES, METHODS, EQUIPMENT, MATERIALS, SUPPLIES, CONTROLS, AND RECORDS OF SECOND PARTY AND ITS AGENTS TO VERIFY COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT.

- 13.1.19. THE CONTRACT ADMINISTRATOR OR ITS DESIGNEE WILL NOTIFY THE SECOND PARTY IN WRITING OF ANY SUCH REQUESTED INSPECTION OF RECORDS LOCATED OFF THE PREMISES.
- 13.1.20. THE SECOND PARTY COVENANTS THAT IT WILL IMMEDIATELY MAKE AVAILABLE ALL SUCH EQUIPMENT, MATERIALS, SUPPLIES, CHEMICALS, RECORDS, AND OTHER INFORMATION FOR REVIEW AND/OR AUDIT.
- 13.1.21. THE SECOND PARTY'S SUPERVISORY PERSONNEL WILL MAKE THEMSELVES AVAILABLE ON ANY GIVEN DAY FOR AN INSPECTION TOUR OF THE PREMISES.
- 13.1.22. THE DESIGNATED CONTRACT ADMINISTRATOR WILL SCHEDULE MEETINGS AS NEEDED TO INCLUDE THE SECOND PARTY'S PROJECT MANAGER AND/OR SUPERVISORS, FOR SHARING WEEKLY AND/OR MONTHLY REPORTS, PROBLEM RESOLUTIONS AND A FACILITY TOUR.
- 13.1.23. FACILITY INSPECTIONS WILL BE MADE TO COMPARE SECOND PARTY'S PERFORMANCE TO CONTRACT SPECIFICATIONS AND PROCEDURES. THE METHODS OF INSPECTING MAY INCLUDE:
- 13.1.23.1 RANDOM SAMPLING
 - 13.1.23.2 100% INSPECTION
 - 13.1.23.3 UNSCHEDULED INSPECTION
 - 13.1.23.4 INSPECTIONS IN RESPONSE TO CUSTOMER COMPLAINTS
- 13.1.24. THE COUNTY IS NOT RESTRICTED TO ANY CERTAIN TYPE OF INSPECTION. THE DESIGNATED CONTRACT ADMINISTRATOR MAY ADOPT OR CHANGE INSPECTION METHOD(S), QUALITY SOLICITATION PROCEDURES, AND INCREASE OR DECREASE THE DEGREE OF INSPECTION BASED UPON CONTRACT MODIFICATIONS, LESSONS LEARNED, TECHNOLOGICAL CHANGES, INSPECTION DOCUMENTATION AND CHANGES TO SECOND PARTY'S QUALITY CONTROL SYSTEM.
- 13.1.25. PERFORMANCE OF A LISTED SERVICE WILL BE ACCEPTED WHEN SECOND PARTY'S WORK MEETS CONTRACT PROVISIONS, STANDARDS, AND SPECIFICATIONS.
- 13.1.26. NOTWITHSTANDING INSPECTION AND ACCEPTANCE BY THE DESIGNATED CONTRACT ADMINISTRATOR OR ANY PROVISION CONCERNING THE CONCLUSIVENESS THEREOF, THE SECOND PARTY BY ENTERING INTO THIS CONTRACT, WARRANTS THAT ALL SERVICES PERFORMED UNDER THE CONTRACT WILL, AT THE TIME OF ACCEPTANCE, BE FREE FROM DEFECTS IN WORKMANSHIP AND CONFORM TO THE REQUIREMENTS OF THE CONTRACT. THE DESIGNATED CONTRACT ADMINISTRATOR WILL GIVE NOTICE OF ANY DEFECT OR NONCONFORMITY TO THE SECOND PARTY. THIS NOTICE WILL STATE THAT THE SECOND PARTY WILL CORRECT OR RE-PERFORM ANY DEFECTIVE OR NONCONFORMING SERVICES.
- 13.1.27. IF THE SECOND PARTY IS REQUIRED TO CORRECT OR RE-PERFORM WORK, IT WILL BE AT NO COST TO THE COUNTY, AND ANY SERVICES CORRECTED OR RE-PERFORMED BY THE SECOND PARTY WILL BE SUBJECT TO THE PROVISIONS CONTAINED HEREIN TO THE SAME EXTENT AS WORK INITIALLY PERFORMED. CORRECTED OR RE-PERFORMED WORK WILL NOT RESULT IN A CORRECTED/ADJUSTED SCORE ON THE INSPECTION CONDUCTED.
- 13.1.28. A SECOND PARTY'S PERFORMANCE WILL BE DEEMED NOT TO MEET CONTRACT PROVISIONS WHEN SUCH IS NOT PERFORMED IN ACCORDANCE WITH APPROVED WORK SCHEDULES, TASKS ARE NOT

PERFORMED IN ACCORDANCE WITH STANDARDS OR SPECIFICATION, ROUTINES ARE NOT PERFORMED WITHIN THE ALLOWED TIME FRAME OR WORK IS NOT COMPLETED IN ITS ENTIRETY. UNDER SUCH CONDITIONS, SECOND PARTY'S PERFORMANCE WILL BE CONSIDERED TO BE DEFECTIVE AND WORK WILL BE REJECTED.

13.1.29 THE RIGHTS AND REMEDIES OF THE COUNTY, AS DESCRIBED HEREIN, ARE IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES CONTAINED IN THE CONTRACT OR WHICH ARE OTHERWISE AVAILABLE TO THE COUNTY AS A MATTER OF LAW. WITHOUT LIMITING ANY OTHER COUNTY REMEDY, THE COUNTY, THROUGH ITS DESIGNATED CONTRACT ADMINISTRATOR, SHALL HAVE THE RIGHT TO REQUIRE SECOND PARTY TO RE-PERFORM WORK NOT PERFORMED TO ITS SATISFACTION AT NO INCREASE IN THE CONTRACT AMOUNT. SECOND PARTY WILL NOT BE RELIEVED OF FULL PERFORMANCE OF THE WORK AND MAY BE TERMINATED FOR CAUSE BASED UPON INADEQUATE PERFORMANCE.

13.1.30 WHEN DEFECTS IN SERVICE MAY NOT BE OR ARE NOT CORRECTED BY PERFORMING THE SERVICE AGAIN, THE DESIGNATED CONTRACT ADMINISTRATOR MAY REQUIRE THE SECOND PARTY TO TAKE THE NECESSARY ACTION TO ENSURE THAT FUTURE PERFORMANCE CONFORMS TO CONTRACT REQUIREMENTS AND REDUCE THE MONTHLY PAYMENT TO REFLECT THE REDUCED VALUE OF THE SERVICES PERFORMED, AS DETERMINED BY THE CONTRACT ADMINISTRATOR.

13.2 REMEDIES FOR NON-PERFORMANCE BY SECOND PARTY – SEE PERFORMANCE STANDARDS SECTION.

END OF SECTION

PART 1

GENERAL SPECIFICATIONS AND REQUIREMENTS

JANITORIAL SERVICES FOR VARIOUS BROWARD COUNTY FACILITIES

SECTION 14 – PORT EVERGLADES RESTROOM AND GUARD-SHACK BOOTH CLEANING FREQUENCIES & PROCEDURES

14. JANITORIAL NEEDS FOR PORT EVERGLADES RESTROOMS AND GUARD-BOOTH INCLUDE THE FOLLOWING SPECIFICS:
- 14.1. ALL JANITORIAL WORKERS PERFORMING SERVICES AT PORT EVERGLADES MUST HAVE A VALID PORT EVERGLADES DEPARTMENT ISSUED ID.
- 14.2. ALL JANITORIAL WORKERS PERFORMING SERVICES AT PORT EVERGLADES MUST HAVE A VALID FEDERAL GOVERNMENT ISSUED TRANSPORTATION WORKER IDENTIFICATION CARD (TWIC).
- 14.3. RESTROOM AND GUARD-BOOTH CLEANING SERVICES AT PORT EVERGLADES WILL BE CONDUCTED BETWEEN THE HOURS OF 6:00 AM AND 6:00 PM, 7 DAYS PER WEEK.
- 14.4. THE NUMBER OF JANITORIAL WORKERS ENGAGED IN PERFORMING SERVICES FOR CRUISE SHIP RESTROOM FACILITIES AND FREQUENCY OF SERVICING THOSE FACILITIES WILL INCREASE IN DEMAND SEASONALLY. SECOND PARTY WILL BE PROVIDED WITH A LISTING OF DATES WHEN SEASONAL INCREASES WILL OCCUR.
- 14.5. PORT EVERGLADES RESTROOM AND GUARD-BOOTH CLEANING FREQUENCY

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>FREQUENCY</u>	<u>HRS</u>	<u>DAYS</u>	<u>ANNUAL</u>	<u>MONTH</u>	<u>M.A.</u>
<u>1</u>	<u>BUILDING 1 WAREHOUSE</u>	<u>1 X DAILY</u>	<u>0.5</u>	<u>365</u>	<u>183</u>	<u>15</u>	<u>30</u>
<u>2</u>	<u>BUILDING 2 - ACTIVE BERTH</u>						<u>120</u>
	<u>DOCKSIDE</u>	<u>4 X DAILY</u>	<u>1</u>	<u>125</u>	<u>500</u>	<u>42</u>	
	<u>CURBSIDE</u>	<u>4 X DAILY</u>	<u>1</u>	<u>125</u>	<u>500</u>	<u>42</u>	
	<u>BUILDING 2 - INACTIVE BERTH</u>						
	<u>DOCKSIDE</u>	<u>1 X DAILY</u>	<u>1</u>	<u>240</u>	<u>240</u>	<u>20</u>	
	<u>CURBSIDE</u>	<u>1 X DAILY</u>	<u>1</u>	<u>240</u>	<u>240</u>	<u>20</u>	
<u>3</u>	<u>BUILDING 4 - ACTIVE BERTH</u>						<u>90</u>
	<u>EAST CURBSIDE (2 OR 4 ACTIVE)</u>	<u>4 X DAILY</u>	<u>1</u>	<u>48</u>	<u>192</u>	<u>16</u>	
	<u>WEST CURBSIDE</u>	<u>4 X DAILY</u>	<u>1</u>	<u>48</u>	<u>192</u>	<u>16</u>	
	<u>BUILDING 4 - INACTIVE BERTH</u>						
	<u>EAST CURBSIDE</u>	<u>1 X DAILY</u>	<u>1</u>	<u>317</u>	<u>317</u>	<u>26</u>	
	<u>WEST CURBSIDE</u>	<u>1 X DAILY</u>	<u>1</u>	<u>317</u>	<u>317</u>	<u>26</u>	
<u>4</u>	<u>CHECKPOINT 3</u>	<u>2 X DAILY</u>	<u>0.25</u>	<u>365</u>	<u>182</u>	<u>15</u>	<u>30</u>
	<u>CHECKPOINT 3 – GUARD-SHACK BOOTH (2)</u>	<u>2 X MONTH</u>	<u>1.5</u>	<u>2</u>	<u>24</u>	<u>3</u>	

<u>5</u>	<u>CHECKPOINT 2</u>	<u>2 X DAILY</u>	<u>0.25</u>	<u>365</u>	<u>182</u>	<u>15</u>	<u>30</u>
	<u>CHECKPOINT 2 – GUARD-SHACK BOOTH (2)</u>	<u>2 X MONTH</u>	<u>1.5</u>	<u>2</u>	<u>24</u>	<u>3</u>	
<u>6</u>	<u>BUILDING 6</u>	<u>2 X DAILY</u>	<u>0.5</u>	<u>365</u>	<u>365</u>	<u>30</u>	<u>30</u>
<u>7</u>	<u>PIER 8</u>	<u>2 X DAILY</u>	<u>0.5</u>	<u>365</u>	<u>365</u>	<u>30</u>	<u>30</u>
<u>8</u>	<u>PIER 13</u>	<u>2 X DAILY</u>	<u>0.5</u>	<u>365</u>	<u>365</u>	<u>30</u>	<u>30</u>
<u>9</u>	<u>GATE 13</u>	<u>2 X DAILY</u>	<u>0.25</u>	<u>365</u>	<u>182</u>	<u>15</u>	<u>30</u>
	<u>GATE 13 – GUARD-SHACK BOOTH (1)</u>	<u>2 X MONTH</u>	<u>1.5</u>	<u>2</u>	<u>24</u>	<u>3</u>	
<u>10</u>	<u>BUILDING 18 - ACTIVE BERTH</u>						<u>150</u>
	<u>CURBSIDE</u>	<u>6 X DAILY</u>	<u>0.5</u>	<u>128</u>	<u>384</u>	<u>32</u>	
	<u>TRAILER WESTSIDE</u>	<u>4 X DAILY</u>	<u>1</u>	<u>128</u>	<u>512</u>	<u>42</u>	
	<u>DOCKSIDE</u>	<u>6 X DAILY</u>	<u>0.5</u>	<u>128</u>	<u>384</u>	<u>32</u>	
	<u>BUILDING 18 - INACTIVE BERTH</u>						
	<u>CURBSIDE</u>	<u>1 X DAILY</u>	<u>0.5</u>	<u>237</u>	<u>118</u>	<u>10</u>	
	<u>TRAILER WESTSIDE</u>	<u>1 X DAILY</u>	<u>1</u>	<u>237</u>	<u>237</u>	<u>20</u>	
	<u>DOCKSIDE</u>	<u>2 X DAILY</u>	<u>0.5</u>	<u>237</u>	<u>237</u>	<u>20</u>	
<u>11</u>	<u>BUILDING 19 - ACTIVE BERTH</u>						<u>120</u>
	<u>DOCKSIDE</u>	<u>4 X DAILY</u>	<u>1</u>	<u>62</u>	<u>248</u>	<u>20</u>	
	<u>SCREENING AREA</u>	<u>4 X DAILY</u>	<u>1</u>	<u>62</u>	<u>248</u>	<u>20</u>	
	<u>CURBSIDE</u>	<u>4 X DAILY</u>	<u>1</u>	<u>62</u>	<u>248</u>	<u>20</u>	
	<u>-</u>						
	<u>BUILDING 19 - INACTIVE BERTH</u>						
	<u>DOCKSIDE</u>	<u>1 X DAILY</u>	<u>1</u>	<u>303</u>	<u>303</u>	<u>25</u>	
	<u>SCREENING AREA</u>	<u>0 X DAILY</u>	<u>1</u>	<u>303</u>	<u>0</u>	<u>0</u>	
	<u>CURBSIDE</u>	<u>1 X DAILY</u>	<u>1</u>	<u>303</u>	<u>303</u>	<u>25</u>	
<u>12</u>	<u>BUILDING 21 - ACTIVE BERTH</u>						<u>30</u>
	<u>DOCKSIDE</u>	<u>4 X DAILY</u>	<u>0.5</u>	<u>54</u>	<u>108</u>	<u>9</u>	
	<u>CURBSIDE</u>	<u>4 X DAILY</u>	<u>0.5</u>	<u>54</u>	<u>108</u>	<u>9</u>	
	<u>BUILDING 21 - INACTIVE BERTH</u>						
	<u>DOCKSIDE</u>	<u>1 X DAILY</u>	<u>0.5</u>	<u>311</u>	<u>155</u>	<u>13</u>	
	<u>CURBSIDE</u>	<u>0 X DAILY</u>	<u>0.5</u>	<u>311</u>	<u>0</u>	<u>0</u>	
<u>13</u>	<u>BUILDING 22 - ACTIVE BERTH (22, OR 21)</u>						<u>30</u>
	<u>DOCKSIDE</u>	<u>4 X DAILY</u>	<u>0.5</u>	<u>100</u>	<u>200</u>	<u>16</u>	
	<u>BUILDING 22 - INACTIVE BERTH</u>						
	<u>DOCKSIDE</u>	<u>1 X DAILY</u>	<u>0.5</u>	<u>265</u>	<u>133</u>	<u>11</u>	
<u>14</u>	<u>BUILDING 24 - ACTIVE BERTH (24, OR 25)</u>						<u>30</u>
	<u>DOCKSIDE</u>	<u>4 X DAILY</u>	<u>0.5</u>	<u>100</u>	<u>200</u>	<u>16</u>	
	<u>BUILDING 24 - INACTIVE BERTH</u>						
	<u>DOCKSIDE</u>	<u>1 X DAILY</u>	<u>0.5</u>	<u>265</u>	<u>133</u>	<u>11</u>	
	<u>-</u>						
<u>15</u>	<u>BUILDING 25 - ACTIVE BERTH</u>						<u>30</u>
	<u>DOCKSIDE</u>	<u>4 X DAILY</u>	<u>0.5</u>	<u>100</u>	<u>200</u>	<u>16</u>	
	<u>BUILDING 25 - INACTIVE BERTH</u>						
	<u>DOCKSIDE</u>	<u>1 X DAILY</u>	<u>0.5</u>	<u>265</u>	<u>133</u>	<u>11</u>	

<u>16</u>	<u>BUILDING 26 FREESTANDING MIDPORT ACTIVE</u>	<u>4 X DAILY</u>	<u>1</u>	<u>200</u>	<u>800</u>	<u>67</u>	<u>90</u>
	<u>BUILDING 26 FREESTANDING MIDPORT INACTIVE</u>	<u>1 X DAILY</u>	<u>1</u>	<u>165</u>	<u>165</u>	<u>14</u>	
<u>17</u>	<u>BUILDING 26 - ACTIVE BERTH</u>						<u>90</u>
	<u>DOCKSIDE</u>	<u>4 X DAILY</u>	<u>1</u>	<u>100</u>	<u>400</u>	<u>33</u>	
	<u>CURBSIDE</u>	<u>4 X DAILY</u>	<u>1</u>	<u>100</u>	<u>400</u>	<u>33</u>	
	<u>BUILDING 26 - INACTIVE BERTH</u>						
	<u>DOCKSIDE</u>	<u>1 X DAILY</u>	<u>1</u>	<u>265</u>	<u>265</u>	<u>22</u>	
	<u>CURBSIDE</u>	<u>0 X DAILY</u>	<u>1</u>	<u>265</u>	<u>0</u>	<u>0</u>	
<u>18</u>	<u>BUILDING 29 - ACTIVE BERTH</u>						<u>60</u>
	<u>DOCKSIDE</u>	<u>4 X DAILY</u>	<u>1</u>	<u>40</u>	<u>160</u>	<u>13</u>	
	<u>BUILDING 29 - INACTIVE BERTH</u>						
	<u>DOCKSIDE</u>	<u>2 X DAILY</u>	<u>1</u>	<u>325</u>	<u>650</u>	<u>54</u>	
<u>19</u>	<u>CHECKPOINT 1</u>	<u>2 X DAILY</u>	<u>0.25</u>	<u>365</u>	<u>182</u>	<u>15</u>	<u>30</u>
	<u>CHECKPOINT 1 – GUARD-SHACK BOOTH (5)</u>	<u>2 X MONTH</u>	<u>1.5</u>	<u>2</u>	<u>24</u>	<u>3</u>	
<u>20</u>	<u>FTZ CURBSIDE</u>	<u>2 X DAILY</u>	<u>0.25</u>	<u>365</u>	<u>182</u>	<u>15</u>	<u>30</u>
	<u>FTZ CURBSIDE – GUARD-SHACK BOOTH (1)</u>	<u>2 X MONTH</u>	<u>1.5</u>	<u>2</u>	<u>24</u>	<u>3</u>	
<u>21</u>	<u>CHECKPOINT 4</u>	<u>2 X DAILY</u>	<u>0.5</u>	<u>365</u>	<u>365</u>	<u>30</u>	<u>30</u>
	<u>CHECKPOINT 4 – GUARD-SHACK BOOTH (4)</u>	<u>2 X MONTH</u>	<u>1.5</u>	<u>2</u>	<u>24</u>	<u>3</u>	
<u>22</u>	<u>BERTH 30 - 31 - 32 CRANE</u>	<u>4 X DAILY</u>	<u>1</u>	<u>365</u>	<u>1460</u>	<u>122</u>	<u>120</u>
<u>23</u>	<u>GATE 32</u>	<u>2 X MONTH</u>	<u>1.5</u>	<u>2</u>	<u>24</u>	<u>3</u>	
<u>24</u>	<u>SALLYPORT</u>	<u>2 X MONTH</u>	<u>1.5</u>	<u>2</u>	<u>24</u>	<u>3</u>	

END OF SECTION

EXHIBIT B
Payment Schedule

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal or extension term(s), 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.

Table A: Deliverables/Phases Payment

Description	Retainage	Total Deliverable Amount (including retainage)
Deliverable 1: _____	___%	\$ _____
Deliverable 2: _____	___%	\$ _____

Deliverables shall only be invoiced upon satisfactory completion of the applicable Deliverable as evidenced by written approval by the Contract Administrator. The invoice amount shall be the Total Deliverable Amount minus the applicable Retainage.

Table B: Hourly Services/Payment

Staff/Personnel	Rate per Hour
Title/Role	\$____/hour
Title/Role	\$____/hour

Table C: Deliverable Not to Exceed Amounts

Phase/Service	Deliverable	Rate	Retainage (if applicable)	Not-to-Exceed Amount (including retainage)
Phase I	Training	Hourly Fee per Table B	10%	\$_____
Phase I	Kick-off	Fixed Fee per Table A	10%	\$_____
Phase II				

Table D: Reimbursable Expenses (subject to Florida Statutes Section 112.061)

Reimbursable Expenses	Not-to-Exceed Amount
Travel	\$ _____
Per Diem (meals, lodging, etc.)	\$ _____
Printing, reproduction, or photography	\$ _____
Testing costs	\$ _____
Fees paid to regulatory agencies	\$ _____
Other miscellaneous expenses	\$ _____

EXHIBIT C
Minimum Insurance Requirements
(Document on Following Page)

INSURANCE REQUIREMENTS

Project: Janitorial Services for Various Broward County Facilities

Agency: Facilities Management Division

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	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$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"/>	<input checked="" type="checkbox"/>			
<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	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible:	\$10,000	Completed Value
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301

Risk Management Division

EXHIBIT D
WORK AUTHORIZATION FOR AGREEMENT _____

Contract Number: _____

Work Authorization No. _____

This Work Authorization is between Broward County and _____ (“Contractor”) pursuant to the Agreement, executed on _____. The provisions of the Agreement govern and control over any inconsistency between this Work Authorization and the Agreement.

Services to be provided: [DESCRIBE IN DETAIL]

[Simple summary]

See Exhibit A for additional detail.

Agreement at issue is ___ Lump Sum/ ___ Not-to-Exceed in the amount: \$ _____

The time period for this Work Authorization will be from the date of complete execution until ____ (___) days after County’s Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

Services	\$ _____
General Services	\$ _____
Goods or Equipment	\$ _____
Total Cost of this Work Authorization	\$ _____

The foregoing amounts shall be invoiced by Contractor upon written acceptance by County of all goods and services provided under this Work Authorization.

County

_____		Contract Administrator	Date
Project Manager	Date	Board or Designee	Date

Contractor

_____	Signed	Date
Attest	Typed Name	
	Title	

EXHIBIT E
LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT
 (THIS CERTIFICATION MUST BE PROVIDED PRIOR TO AWARD OF THE CONTRACT)

Covered Employer:					
Address:					
Phone Number:			Local Contact:		
Bid/Contract Number:			Address:		
Contract Amount:			Phone Number:		
Department Served:					
Bid/Contract Title:					
Please check one: By signing below I hereby certify that the covered employees listed below:					
A. ___ Receive a minimum pay of \$ _____ per hour and are provided health benefits valued at \$ _____ per hour.					
B. ___ Receive a minimum pay of \$ _____ per hour and are not provided health benefits.					
Provide names of employees and job classifications providing covered services for the above referenced contract:					
Name	Job Class	A or B	Name	Job Class	A or B
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
(ATTACH ADDITIONAL SHEETS IN THE FORMAT ABOVE, IF NEEDED)					
I, _____, _____ OF _____ HEREBY ATTEST THAT <div style="display: flex; justify-content: space-around; margin-top: 5px;"> (NAME) (TITLE) (COMPANY) </div>					
(1) I HAVE THE AUTHORITY TO SIGN THIS NOTARIZED COMPLIANCE AFFIDAVIT, (2) THE FOLLOWING INFORMATION IS TRUE, COMPLETE AND CORRECT AND (3) THE COMPANY CERTIFIES THAT IT SHALL: PAY ALL EMPLOYEES WORKING ON THIS CONTRACT/PROJECT, WHO ARE COVERED BY THE BROWARD COUNTY LIVING WAGE ORDINANCE, AS AMENDED, IN ACCORDANCE WITH WAGE RATES AND PROVISIONS OF THE LIVING WAGE ORDINANCE; PROVIDE THE APPLICABLE LIVING WAGE STATEMENT REGARDING WAGE RATES WITH THE EMPLOYEE'S FIRST PAYCHECK OR DIRECT DEPOSIT RECEIPT AS REQUIRED BY THE LIVING WAGE ORDINANCE, AS AMENDED; AND (IF APPLICABLE) IF HEALTH CARE BENEFITS ARE PROVIDED UNDER "A" ABOVE, THE HEALTH CARE BENEFIT MEETS THE STANDARD HEALTH BENEFIT PLAN AS DESCRIBED IN SECTION 627.6699 (12)(B)(4), FLORIDA STATUTES, AS AMENDED. AS A PRINCIPLE OFFICER OF THE COVERED EMPLOYER, THE UNDERSIGNED AFFIRMS THAT THE REFERENCED FLORIDA STATUTE HAS BEEN REVIEWED AND THE COVERED EMPLOYER'S HEALTH PLAN MEETS ALL THE ELEMENTS REQUIRED BY THE STATUTE, AS AMENDED.					
<div style="display: flex; justify-content: space-between;"> <div> _____ SIGNATURE </div> <div> _____ TITLE </div> </div>					
SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20__					
STATE OF _____ COUNTY OF _____					
_____ MY COMMISSION EXPIRES: _____ (SEAL)					
NOTARY PUBLIC (PRINT, TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC)					
PERSONALLY KNOWN _____ OR PRODUCED IDENTIFICATION _____					
TYPE OF IDENTIFICATION PRODUCED: _____					

EXHIBIT E (continued)

APPLICATION FOR EXEMPTION FROM LIVING WAGE ORDINANCE REPORTING REQUIREMENTS

IN ACCORDANCE WITH BROWARD COUNTY ORDINANCE No. 2008-45, AS AMENDED, "LIVING WAGE ORDINANCE" (LWO), ALL COVERED EMPLOYERS ARE SUBJECT TO THE LWO REQUIREMENT FOR PAYROLL REPORTING UNLESS AN EXEMPTION APPLIES AND HAS BEEN GRANTED. COVERED EMPLOYERS MAY SUBMIT THIS AFFIDAVIT WITH THEIR BID OR PROPOSAL TO APPLY FOR AN EXEMPTION FROM THESE REPORTING REQUIREMENTS. **EXEMPTIONS BASED ON THE CATEGORIES LISTED BELOW MAY BE GRANTED BY THE DIRECTOR OF PURCHASING PRIOR TO CONTRACT AWARD; HOWEVER, AN EXEMPTION MAY BE CANCELED AT ANY TIME BY WRITTEN NOTICE TO THE COVERED EMPLOYER. TO REQUEST AN EXEMPTION, THE COVERED EMPLOYER MUST COMPLETE AND SUBMIT THIS EXEMPTION APPLICATION PRIOR TO AWARD. THE REPORTING EXEMPTION DOES NOT APPLY TO ANY NEW COVERED EMPLOYEES HIRED AFTER THE DATE THE EXEMPTION WAS GRANTED. FOR NEWLY HIRED COVERED EMPLOYEES, THE COVERED EMPLOYER MAY SUBMIT AN ADDITIONAL EXEMPTION APPLICATION TO THE CONTRACT ADMINISTRATOR PRIOR TO THE RENEWAL OF THE CONTRACT BY THE COUNTY.**

SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)

COMPANY NAME: _____

CONTACT PERSON: _____

COMPANY ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE: _____

SECTION 2: USING AGENCY AND BID/CONTRACT INFORMATION

USING AGENCY: _____

BID/CONTRACT #:

BID/CONTRACT TITLE: _____

NAME OF AGENCY CONTACT: _____

AGENCY CONTACT'S PHONE: _____

BID/CONTRACT AMOUNT: \$ _____

SECTION 3: EXEMPTION BASIS (CHECK ONE OF THE OPTIONS BELOW AND SUBMIT SUPPORTING DOCUMENTATION AS REQUESTED)

- ☐ **(LWO 26.103(E)(1); WAGE HISTORY:** COVERED EMPLOYER DEMONSTRATES TO THE SATISFACTION OF THE DIRECTOR OF PURCHASING THAT ITS COVERED EMPLOYEES HAVE BEEN CONTINUOUSLY PAID THE APPLICABLE LIVING WAGE RATES OR HIGHER WAGES FOR AT LEAST ONE (1) YEAR PRIOR TO ENTERING INTO THE SERVICE CONTRACT.

REQUIRED DOCUMENTATION: PROVIDE OR ATTACH PRIOR PAYROLL RECORDS OR PAY SCALE RECORDS (BY JOB CLASSIFICATIONS) CONFIRMING THIS BASIS FOR EXEMPTION.

- ☐ **(LWO 26.103(E)(2): CONTRACTUAL:** COVERED EMPLOYER DEMONSTRATES TO THE SATISFACTION OF THE DIRECTOR OF PURCHASING THAT THE AMOUNTS PAID TO ITS COVERED EMPLOYEES ARE REQUIRED BY LAW OR ARE REQUIRED PURSUANT TO A CONTRACTUAL OBLIGATION, SUCH AS A COLLECTIVE BARGAINING AGREEMENT (CBA), UNION SCALE, ETC.

REQUIRED DOCUMENTATION: A COPY OF THE CBA OR OTHER CONTRACTUAL AGREEMENT MUST BE SUBMITTED WITH THIS APPLICATION WITH THE CONTROLLING LANGUAGE CLEARLY MARKED, OR A LETTER FROM THE UNION STATING THAT THE UNION CONTRACT REQUIRES THE CBA TO SUPERSEDE THE LWO OR OTHER RECOGNIZED COMPANY PAY SCHEDULE AS THE BASIS FOR COMPENSATION PROVIDED THAT IT EXCEEDS THE LWO WAGE RATE AMOUNTS.

EXHIBIT E (continued)

SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT

I, _____, _____ OF
_____, _____, _____
(NAME) (TITLE) HEREBY ATTEST THAT (COMPANY)

(1) I HAVE THE AUTHORITY TO SIGN THIS NOTARIZED COMPLIANCE AFFIDAVIT, (2) THE FOLLOWING INFORMATION IS TRUE, COMPLETE AND CORRECT AND (3) THE COMPANY CERTIFIES THAT ITS WAGES PAID TO EMPLOYEES PROVIDING COVERED SERVICES UNDER THIS CONTRACT/PROJECT ARE AT LEAST EQUAL TO OR GREATER THAN THE LIVING WAGE PER THE EXEMPTION BASIS SELECTED ABOVE AND IN ACCORDANCE WITH WAGE RATES AND PROVISIONS OF THE LIVING WAGE ORDINANCE, AS AMENDED.

SIGNATURE

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20__

STATE OF _____ COUNTY OF _____

NOTARY PUBLIC MY COMMISSION EXPIRES: _____ (SEAL)

(PRINT, TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC)

PERSONALLY KNOWN _____ OR PRODUCED IDENTIFICATION _____

TYPE OF IDENTIFICATION PRODUCED: _____

EXHIBIT F
CBE/SBE Subcontractor Schedule and Letters of Intent
[Applicable when agreement has assigned CBE or SBE goals]

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

EXHIBIT G
BUSINESS ASSOCIATE AGREEMENT BETWEEN
BROWARD COUNTY, FLORIDA AND BUSINESS ASSOCIATE _____

This Business Associate Agreement (“BAA”) is entered into by and between Broward County, Florida (“County”), and__, with its principal office located at_ (“Business Associate”) (each a “Party,” and collectively the “Parties”), in connection with the (the “Agreement”).

RECITALS

A. Business Associate provides services related to the operation of certain activities/programs that involve the use or disclosure of Protected Health Information (“PHI”).

B. The operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the American Recovery and Reinvestment Act of 2009 (“ARRA”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH”).

C. HIPAA, ARRA, and HITECH mandate that certain responsibilities of contractors with access to PHI be documented through a written agreement.

D. County and Business Associate desire to comply with the requirements of HIPAA, ARRA, and HITECH and acknowledge their respective responsibilities.

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

Section 1: Definitions

1.1 All terms used in this BAA not otherwise defined herein shall have the meanings stated in the Privacy and Security Rules, 45 CFR Parts 160, 162, 164, and 42 U.S.C. § 17921.

1.2 “HIPAA Laws” means collectively HIPAA, ARRA, HITECH, 42 CFR Part 2 (if applicable), and the related regulations and amendments.

1.3 When the term “PHI” is used in this BAA, it includes electronic Protected Health Information (also known as “EPI”).

1.4 “Penalties” as used in Section 4.21 below is defined as civil penalties that may be applied to the Business Associate and its workforce members by the Secretary (“Secretary”) of Health and Human Services (“HHS”). The amount of the penalties range depending on the type of violation. In determining penalties, the Secretary may take into account:

- a. the nature and extent of the violation;
- b. the nature and extent of harm resulting from such violation;

- c. the degree of culpability of the covered entity or business associate;
- d. the history of prior compliance with the administrative simplification provision including violations by the covered entity or business associate;
- e. the financial condition of the covered entity or business associate; and
- f. such other matters as justice may require.

Section 2: Effective Dates

This Agreement shall become effective the earlier of the date the Agreement is executed by the Parties or the date Business Associate begins to receive PHI for purposes of this Agreement (the "Effective Date").

Section 3: Confidentiality

3.1 County and Business Associate shall comply with all federal and state laws governing the privacy and security of PHI.

3.2 ☐ If this box is checked, County and Business Associate are required to comply with 42 CFR Part 2 with respect to patient identifying information concerning alcohol and substance abuse treatment.

Section 4: Obligations and Activities of Business Associate

Use and Disclosure of PHI

4.1 Business Associate shall not use or disclose PHI other than as permitted or required by this BAA or as required by law. Business Associate may:

- a. Use and disclose PHI only as necessary to perform its obligations under the Agreement, provided that such use or disclosure would not violate HIPAA Laws if done by County;
- b. Use the PHI received in its capacity as a Business Associate of County for its proper management and administration and to fulfill any legal responsibilities of Business Associate;
- c. Disclose PHI in its possession to a third party for the proper management and administration of Business Associate, or to fulfill any legal responsibilities of Business Associate, provided that the disclosure would not violate HIPAA Laws if made by County, or is required by law, and Business Associate has received from the third party written assurances that (i) the information will be kept confidential and used or further disclosed only for the purposes for which it was disclosed to the third party or as required by law; (ii) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have been breached; and (iii)

the third party has agreed to implement reasonable and appropriate steps to safeguard the information;

d. Use PHI to provide data aggregation activities relating to the operations of County; and

e. De-identify any and all PHI created or received by Business Associate under the Agreement, provided that the de-identification conforms to the requirements of the HIPAA Laws.

4.2 Business Associate is prohibited from selling PHI, using PHI for marketing purposes, or attempting to re-identify any PHI information in violation of HIPAA Laws. Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, the "Conditions on Certain Contracts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA, and related guidance issued by the Secretary from time to time.

4.3 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

Administrative, Physical, and Technical Safeguards

4.4 Business Associate shall implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of County. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to County, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.

4.5 Business Associate shall require all of its subcontractors, agents, and other third parties that receive, use, transmit, maintain, store, or have access to PHI to agree, in writing, to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this BAA and the HIPAA Laws.

Access of Information; Amendment of Information; Accounting of Disclosures

4.6 Business Associate shall make available to County all PHI in designated record sets within ten (10) days of County's request for County to meet the requirements under 45 CFR § 164.524.

4.7 Business Associate shall make any amendments to PHI in a designated record set as directed or agreed to by County pursuant to 45 CFR § 164.526, and in the time and manner reasonably designated by County.

4.8 Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

4.9 Business Associate agrees that, when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1), such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

4.10 Business Associate shall timely document maintain such disclosures of PHI and information related to such disclosures as would be required for County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Further, Business Associate shall provide to County an accounting of all disclosure of PHI during the term of this BAA within ten (10) days after termination of this BAA, or sooner if reasonably requested by County for purposes of any monitoring/auditing of County for compliance with HIPAA Laws.

4.11 Business Associate shall provide County, or an individual under procedures approved by County, information and documentation collected in accordance with the preceding section to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528 or HIPAA Laws.

Notification of Breach

4.12 Business Associate shall notify County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use, or disclosure (collectively and individually, a "Breach") of any Unsecured PHI within twenty-four (24) hours of Business Associate discovering such Breach. "Unsecured PHI" shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary that renders such PHI unusable, unreadable, or

indecipherable to unauthorized individuals. A Breach of Unsecured PHI shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to Business Associate, including any employee, officer, contractor, subcontractor, or other agent of Business Associate. In addition, Business Associate's notification under this section shall comply in all respects with each applicable provision the HIPAA Rules and all related guidance issued by the Secretary or the delegate of the Secretary from time to time.

4.13 Business Associate shall submit a written report of a Breach to County within ten (10) business days after initial notification, which shall document the following:

- a. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired, used, or disclosed during the Breach;
- b. A brief description of what occurred, including the date of the Breach and the date of the discovery of the breach, if known;
- c. A description of the types of Unsecured PHI that are involved in the Breach (such as full name, social security number, date of birth, home address, account number, diagnosis, etc.);
- d. A description of what is being done to investigate the Breach, to mitigate harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future breaches;
- e. Any steps County or the individual impacted by the Breach should take to protect himself or herself from potential harm resulting from the Breach;
- f. Contact procedures for the Business Associate to enable individuals to ask questions or learn additional information, which may include, in the discretion of County, a toll-free telephone number, e-mail address, website, or postal address, depending upon the available contact information that Business Associate has for the affected individuals; and
- g. Any other reasonable information requested by County.

4.14 County, in its sole discretion, will determine whether County or Business Associate shall be responsible to provide notification to individuals whose Unsecured PHI has been impermissibly accessed, acquired, used, or disclosed, as well as to the Secretary and the media. Such notification shall be provided as follows:

- a. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.

b. Information may be posted on County's and Business Associate's website(s) where the Business Associate experienced, or is reasonably believed to have experienced, an impermissible access, acquisition, use, or disclosure of Unsecured PHI that compromised the security or privacy of more than ten (10) individuals when no other current information is available to inform such individuals.

c. Notice shall be provided to prominent media outlets with information on an incident where the Business Associate experienced an impermissible access, acquisition, use or disclosure of Unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals within the same state or jurisdiction during the incident.

4.15 In the event of the impermissible access, acquisition, use, or disclosure of Unsecured PHI in violation of the HIPAA Laws, Business Associate bears the burden of demonstrating that all notification(s) required by Sections 3.10 – 3.12 (as applicable) was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

4.16 Business Associate shall pay the costs of providing all notification(s) required by Sections 4.12 – 4.14 (as applicable) of this BAA.

Mitigation of Breach

4.17 Business Associate shall mitigate to the extent possible, at its own expense, any harmful effect that is known to Business Associate of any access, use, or disclosure of Unsecured PHI in violation of the requirements of this BAA or applicable law.

4.18 Business Associate shall take appropriate disciplinary action against any members of its workforce who use or disclose Unsecured PHI in any manner not authorized by this BAA or applicable law.

4.19 Business Associate shall have established procedures to investigate a Breach, mitigate losses, and protect against any future breaches, and shall provide such procedures and any specific findings of the investigation to County in the time and manner reasonably requested by County.

4.20 In the event of a Breach, Business Associate shall, in consultation with and at the direction of County, assist County in conducting a risk assessment of the Breach and mitigate, to the extent practicable, any harmful effect of such breach known to Business Associate. Business Associate shall pay the costs for mitigating damages, including, but not limited to, the expenses for credit monitoring, if County determines that the Breach warrants such measures.

4.21 Business Associate is liable to County for any civil penalties imposed on County under the

HIPAA Laws in the event of a violation of the HIPAA Laws as a result of any practice, behavior, or conduct of Business Associate or its agents or employees.

Available Books and Records

4.22 Business Associate shall make its internal practices and books, related to the Agreement or the BAA, including all policies and procedures required by HIPAA Laws, available to the County Contract Administrator within five (5) business days after execution of the Agreement.

4.23 Business Associate shall make its internal practices, books, and records, including all policies and procedures required by HIPAA Laws, relating to the use and disclosure of PHI received from County or created or received on behalf of County, available to County or to the Secretary or its designee within five (5) business days after request for the purposes of determining the Business Associate's compliance with HIPAA Laws.

Section 5: Obligations of County

5.1 County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use of PHI.

5.2 County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use of PHI.

5.3 County shall notify Business Associate of any restriction to the use or disclosure of PHI to which County has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect Business Associate's use of PHI.

5.4 County shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Laws if done by County.

5.5 County may report, at least annually, any impermissible access, use, or disclosure of unsecured PHI by Business Associate to the Secretary as required by HIPAA Laws.

Section 6: Term and Termination

6.1 The term of this BAA shall be effective upon execution by all Parties, and shall terminate upon the later of (a) expiration or earlier termination of the Agreement, or (b) return or destruction of all PHI within the possession or control of the Business Associate as a result of the Agreement.

6.2 Upon County's knowledge of a material breach of this BAA by Business Associate, County may:

- a. Provide an opportunity for Business Associate to cure the breach within the time for cure set forth in County's written notice to Business Associate and terminate if Business Associate does not cure the breach within the time specified by County; or
- b. Immediately terminate this BAA and the Agreement if Business Associate has breached a material term of this BAA and a cure is not possible; or
- c. If neither termination nor cure is feasible, County's HIPAA Privacy Official shall report the violation to the Secretary of HHS.

6.3 Upon expiration or termination of the Agreement, Business Associate agrees, at County's option, to return to County or destroy all PHI gathered, created, received, or processed pursuant to the Agreement. No PHI related to the Agreement will be retained by Business Associate, or a contractor, subcontractor, or other agent of Business Associate, unless retention is required by law and specifically permitted in writing by County.

6.4 If returning or destroying PHI is infeasible, Business Associate shall provide to County a written statement that it is infeasible to return or destroy the PHI and describe the conditions that make return or destruction of the PHI infeasible. Under that circumstance, Business Associate shall extend the protections of this BAA to the PHI retained and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains the PHI. Business Associate's obligations under this section shall survive termination of this BAA.

Section 7: Miscellaneous

7.1 Amendment. County and Business Associate shall take such action as is necessary to amend this BAA for County to comply with the requirements of HIPAA Laws or other applicable law.

7.2 Interpretation. Any ambiguity in this BAA shall be resolved to permit County to comply with HIPAA Laws. Any inconsistency between the HIPAA Laws, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, and this BAA shall be interpreted in favor of the HIPAA Laws as interpreted by the HHS, the court, or the regulatory agency. Any provision of this BAA that differs from the requirements of the HIPAA Laws, but is nonetheless permitted by the HIPAA Laws, shall be adhered to as stated in this BAA.

7.3 Successors and Assignment. This BAA will be binding on the successors and assigns of County and Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void.

[IF THIS IS A STAND-ALONE AGREEMENT PLEASE INCLUDE OTHER STANDARD CONTRACTUAL TERMS SUCH AS INDEMNIFICATION; THIRD PARTY BENEFICIARIES; MERGER CLAUSE; WAIVER OF JURY TRIAL; JURISDICTION; ETC.]

**BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY,
FLORIDA, AND BUSINESS ASSOCIATE _____**

WHEREAS, the Parties have made and executed this Business Associate Agreement on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by its County Administrator, authorized to execute same, and BUSINESS ASSOCIATE, signing by and through its_____, duly authorized to execute same.

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 20

(Signature)

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

(Print Name of Witness)

By _____
(Date)

Assistant County Attorney

**BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY,
FLORIDA, AND BUSINESS ASSOCIATE _____**

BUSINESS ASSOCIATE

BUSINESS ASSOCIATE

By: _____

Name: _____

Title: _____

____ day of _____, 20____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notification this _____ day of _____, 20____, by _____
_____, as _____, of the _____.

Personally Known OR Produced Identification
Type of Identification Produced

Print Name:
Notary Public, State of
Commission No.

Commission Expires:

EXHIBIT H
Security Requirements

A. General Security Requirements and Criminal Background Screening:

1. All contractor and subcontractor 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 subcontractor throughout the contract period.

B. General Facilities:

1. Contractor and subcontractor 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 Form or assist the contractor in completing an online 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. Subcontractor personnel must also have Broward County issued contractor identification 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 nonpublic and employee work areas at both general facilities and facilities critical to security and public safety.

F. Port Everglades Locations

1. 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 projects. 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.
2. 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.

3. 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 online to <https://www.tsa.gov/for-industry/twic>.

G. Airport Security Program and Aviation Regulations:

1. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.
2. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative

proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

3. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
4. Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo1 goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering! aircraft sabotage, thefts, and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.
5. The provisions hereof shall survive the expiration or any other termination of this contract.

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 information1 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.

EXHIBIT I
Certification of Payments to Subcontractors and Suppliers

RLI/Bid/Contract No. _____

Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

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

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

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

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

Dated _____, 20____

Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF)

)

COUNTY OF)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

State of Florida at Large (Seal)

My commission expires: