

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into this ____ day of _____, 2019 (the "Effective Date") by and between the Leon County Research and Development Authority, a public Authority created pursuant to Chapter 159, Part V, Florida Statutes, having its principal place of business in Tallahassee, Florida (the "Authority"), and _____, a State of Florida corporation having its principal place of business in Tallahassee, Florida (the "Contractor").

WHEREAS, the Authority issued RFP Number 19-03 Janitorial Services on June 7, 2019, and;

WHEREAS, the Authority wishes to allow for the Contractor to provide janitorial services independent of the Authority, and the Contractor desires to provide such services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Contractor hereby agree as follows:

1. SERVICES. The Authority hereby allows the Contractor to provide the services described in Exhibit "A" attached hereto and made a part hereof (the "Services"), upon the terms and subject to the conditions of this Agreement.
2. TERM. The Agreement shall become effective for one (1) year commencing September 1, 2019, and terminate on August 31, 2020, unless terminated in accordance with the provisions of paragraphs 8 or 9.
3. OPTION TO EXTEND. The Authority shall have the option to extend the contract for two (2) additional one (1) year terms upon sixty (60) days written notice prior to the end of the then expiring term and any extensions thereof. This agreement may be extended in additional one (1) year terms by mutual agreement of the parties.
4. COMPENSATION. The amount of compensation payable by the Authority to Contractor shall be based on the rates and schedules described in Exhibit "B" attached hereto and made a part hereof. Unless otherwise specifically provided in Exhibit "B", payment shall be made within thirty (30) days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the Authority require one to be performed.
5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. Contractor shall, in its performance of this Agreement, comply fully with all federal, state, county and other municipal laws and regulations, as they may be amended from time to time.
6. INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless the Authority, its partners, officers, directors, shareholders, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or

destruction or loss of any property arising out of, resulting from or in connection with (i) the performance or non-performance of the Services contemplated by this Agreement which is or is alleged to be directly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or subcontractors (collectively referred to as "Contractor") or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the Indemnitites, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its subcontractors, as provided above, for which the Contractor's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. The indemnity set forth herein shall be in addition to those indemnities otherwise provided by law.

7. INSURANCE. Contractor shall, at all times during the term hereof, maintain the insurance coverages as set forth in Exhibit "C" attached hereto and made a part hereof.

8. CANCELLATION OR DEFAULT. In the event the Contractor's performance is deficient, the Authority shall notify the Contractor in writing of the deficiencies and the Contractor shall have ten (10) days to correct such deficiencies. Should the Contractor fail to take appropriate action (acceptable to the Authority in its sole discretion) to correct such deficiencies, the Authority, in addition to all remedies available to it by law, may immediately upon written notice to Contractor by U.S. Mail terminate this Agreement whereupon all payments, advances or other compensation paid by Authority to the Contractor while Contractor was in default shall be immediately returned to the Authority. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination.

9. AUTHORITY'S RIGHT TO TERMINATE. The Authority shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Contractor at least thirty (30) days prior to the effective date of such termination. In such event, the Authority shall pay to Contractor compensation for Services rendered and expenses incurred prior to the effective date of termination. In no event shall the Authority be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

10. TERMINATION OF PARTICULAR LOCATIONS. The Authority reserves the right to terminate at will, any particular location(s). Should it become necessary to add new locations to the Agreement, a new Agreement amount shall be negotiated to include such new location(s) and shall coincide with the existing Agreement terms. Should the Authority and Contractor fail to agree upon an amount to be charged for new location, the Authority reserves the right to award such location(s) as it deems necessary.

11. STRIKES OR LOCKOUTS. In the event the Contractor should become involved in a labor dispute, strike or lockout, it shall be required to make whatever arrangements that may be necessary to ensure that the conditions of the Contract are met in their entirety. Should the Contractor be unable to fulfill the Contract requirements, the Authority reserves the right to make alternative arrangements to insure the satisfactory completion of work Contractor is unable

to perform. Any costs, provided those costs would have been covered under this Agreement, incurred by the Authority as a result of such job action shall be the responsibility of the Contractor.

Under no circumstances, shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, fires, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, malicious mischief or act of God. However, in connection with any causes, if the Contractor has a duty to take certain actions, it shall be responsible for the losses caused by the Contractor's negligent acts or omissions.

Under no circumstances, shall either party be liable for special, indirect or consequential damages of any kind including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise, notwithstanding any indemnity provision to the contrary.

12. NOTICES. All notices or other communications required under this Agreement shall be in writing and shall be given by hand delivery, by U.S. Mail, or by recognized overnight courier at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or if by mail, on the fifth day after being posted or the date of actual delivery, whichever is earlier, or if by courier, on the date of receipt.

If to Contractor:

[NEED CONTRACTOR INFO]

If to Authority:

Leon County Research and Development Authority
c/o Talcot Commercial Real Estate Services Inc.
1018 Thomasville Rd, Suite 200A
Tallahassee, FL 32303
Attention: Stephanie Shoulet
stephanie@talcot.com

With copies to:

Leon County Research and Development Authority
1736 West Paul Dirac Drive
Tallahassee, FL 32310
Attention: Ron Miller, Executive Director
Rmiller@inn-park.com

Nelson Mullins Broad and Cassell
Attention: Melissa VanSickle
215 South Monroe Street, Suite 400
Tallahassee, FL 32301
mvansickle@broadandcassesel.com

13. MISCELLANEOUS

- a. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for all purposes shall be Leon County, Florida.
- b. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of the provisions of this Agreement.
- c. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- d. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- e. The filing of any petitions in bankruptcy whether voluntary or involuntary on the part of Contractor, shall give Authority the right to terminate this Agreement.
- f. No amendment, change or modification of this Agreement shall be valid or binding upon the parties unless same shall be in writing and signed by the parties.
- g. This agreement, including all attachments and exhibits thereto, constitutes the full agreement of the parties and there are no further or other agreements, statements or warranties, whether written or oral, relied upon or in between them relating to the subject matter hereof, except as expressly herein stated. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.
- h. This Agreement shall not be assigned by Contractor, in whole or in part, without the prior written consent of the Authority, which may be withheld or conditioned, in the Authority's sole discretion, and any such purported assignment in breach of this Agreement shall be null and void. The Authority reserves the right to assign this Agreement without first obtaining the consent of Contractor.
- i. The prevailing party in any action or proceeding to enforce this Agreement or for damages or declaratory relief in connection herewith shall be entitled to recover

its reasonable costs and expenses, including attorney's fees, and costs through litigation, all appeals and any bankruptcy proceedings. Authority's liability to pay such costs and expenses shall be limited to the extent provided in Section 768.28 Florida Statutes, as may be amended from time to time. Nothing herein shall be construed to be a waiver of Authority's sovereign immunity.

- j. Contractor shall be an independent contractor and not an employee, partner or joint venture of Authority under this Agreement. Contractor shall be responsible for all income taxes, social security taxes, self-employment taxes and any other taxes to which Contractor or Authority may be subject to as a result of this Agreement or Contractor's performance hereunder.
- k. Contractor shall comply with all Authority rules and regulations, as they may be amended from time to time, governing access to and conduct on the property.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

THE CONTRACTOR

[NEED CONTRACTOR NAME]

a State of Florida corporation

By: _____

Name: _____

Title: _____

THE AUTHORITY

Leon County Research and Development Authority,
a public Authority created pursuant to Chapter 159, Part V, Florida Statutes

By: _____

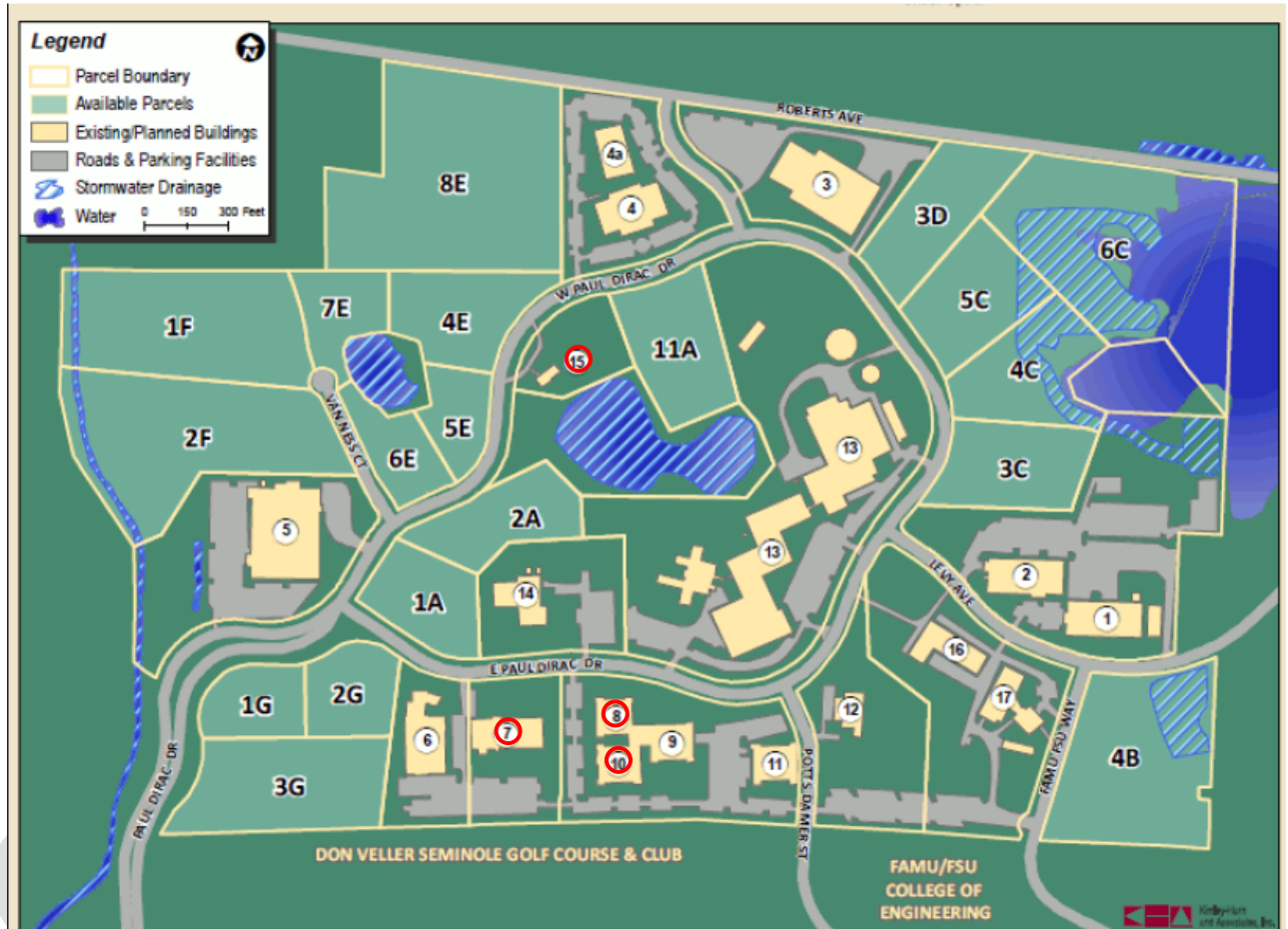
Name: David B. Ramsay

Title: Chair

SAMPLE

EXHIBIT A SCOPE OF SERVICES

A. **LOCATIONS:** This Agreement shall apply to the follow locations:



| Bldg # | PROPERTY NAME | PROPERTY ADDRESS |
|--------|---------------|----------------------|
| 8 | Morgan | 2035 E Paul Dirac Dr |
| 10 | Johnson | 2035 E Paul Dirac Dr |
| 7 | Collins | 2051 E Paul Dirac Dr |
| 15 | Knight | 1736 W Paul Dirac Dr |

B. SERVICE SPECIFICATIONS

1. PERFORMANCE STANDARDS

The Authority shall be the sole determinant of all standards referenced in these specifications, including but not limited to, standards of cleanliness and the measurement thereof (performance standards), standards of green cleaning products and methods, standards of conduct, dress

standards, standards for management response and cooperation, etc. complaints, concerns, or comments presented by the Authority regarding any of these standards and the measure of the Contractor's performance thereunder shall not be subject to debate.

2. INDEPENDENT CONTRACTORS

The Contractor will not be allowed to treat employees as independent contractors. No individuals or subcontractors classified as independent contractors, pursuant to the United States Internal Revenue Service definition, shall be permitted to work on any part of this contract, or in or on the premises of any Authority building, as an express term and condition of this proposal. The Contractor shall accept full responsibility for ensuring that adequate Worker's Compensation Insurance is available for each of his employees.

3. PERSONNEL

a. Contract Manager

The Contractor shall arrange for a contract manager (which may be the Contractor himself) and an alternate to be the primary contacts for services. The contract manager or alternate must respond within 30 minutes.

The contract manager will receive notices, reports, or requests for service from the Property Manager of the Authority or her representative, (herein after referred to as the "Property Manager") and shall be available at all times when the contract work is in progress. It is the policy of the Authority that Authority direction or supervision of Contractor's employees, directly or indirectly, shall not be exercised.

b. Employees

The Contractor, at its sole cost, shall furnish all labor necessary to properly perform all services according to the specifications set forth in this Agreement. The Contractor shall provide a current FDLE (Florida Department of Law Enforcement) background check on each individual that will be working in the buildings no later than five (5) working days prior to the individual beginning work. The background check will be reviewed and approved by the Property Manager before any Contractor employee may begin work. The Contractor may access the FDLE site themselves to perform this check online. The Contractor is responsible for any costs associated with this action. The address for the site is: <https://web.fdle.state.fl.us/search/app/default>. If the individual has not been a resident in Florida for 12 months, then a check should be done from their previous residence. The Authority reserves the right to reject any proposed custodial personnel based on background check information.

All employees assigned by the Contractor to perform the work as outlined under this contract shall be physically able to do their assigned work. It shall be the Contractor's responsibility to ensure that all employees meet the physical standards to perform the work assigned. All personnel will receive close and continuing first line supervision. All crew supervisors must have a minimum of one (1) year of experience in the commercial janitorial field.

4. PERSONNEL EXPERIENCE REQUIREMENTS

All site managers engaged in directing the work to be accomplished under this contract shall possess at least one (1) year of recent (within the past 5 years) experience in directing cleaning type operations in a supervisory capacity for buildings of the approximate size of the building(s) to be cleaned under this contract.

5. OPERATIONS AND MANAGEMENT PLANS

Contractor shall conduct its operations in accordance with the “Operations and Management Plan” submitted as part of its proposal and attached hereto as Attachment 1, which plan may be amended from time to time, as necessary, with the concurrence of the Property Manager.

6. HOURS OF WORK

Most offices will be required to be cleaned between 5:30 p.m. and 12 midnight, Monday through Friday, unless other hours are agreed to by the Authority. **Currently there is approximately 27,294 SF at the Johnson Building, 10,438 SF at the Morgan Building, 4,269 SF at the Collins Building, and 2,700 SF at the Knight Building that for security purposes will require cleaning during normal office business hours.** The Contractor and the Authority’s Property Manager will agree to a schedule for the cleaning of these areas which may be either in the morning upon commencement of the normal workday or at the end of the work day prior to the offices being closed. The Authority reserves the right to modify the hours in which offices need to be cleaned, as needed, for security purposes. The Contractor has agreed that at least one staff person, that will be assigned to clean the offices required to be cleaned during normal office business hours, will inspect the restrooms and breakrooms in the Buildings and spot clean and stock same, as needed, at no additional cost.

As an optional service, the Contractor shall provide a porter to service the Facilities to provide emergency custodial services; monitor, clean and stock restrooms, and other related work, as necessary.

7. SPECIAL SERVICES

a. Carpet Cleaning and Floor Refinishing

Upon request, **and subject to negotiating competitive pricing at the time service is requested,** the Authority may require the Contractor to provide carpet cleaning and floor refinishing services. These services will be billed as part of the next regularly scheduled Contractor’s invoice but will be listed separately on the invoice along with standard contract charges. Orders for carpet cleaning and/or floor refinishing services will be placed in writing by the Authority. In no event shall the Authority be liable to the Contractor for payments for any carpet cleaning and floor refinishing work performed by the Contractor, unless the Contractor performs such work by WRITTEN directive of the Authority.

b. Special or Unusual Conditions

In the event special or unusual conditions, the Property Manager, may require the Contractor to provide additional janitorial or cleaning services not covered by these specifications. Payment will be made at a rate negotiated with the Contractor. These services will be billed as part of the next regularly scheduled Contractor’s invoice but will be listed separately on the invoice along with standard contract charges. Orders for special services may be placed orally (in the event of an emergency) or in writing by the Property Manager. All written orders will describe the service to be provided and will state the negotiated fee which the Contractor will be compensated. Except in the event of an emergency, in no event shall the Authority be liable to the Contractor for payments for any extra work performed by the Contractor, unless the Contractor performs such work by WRITTEN directive of the Authority.

8. EMERGENCY SERVICES

If an emergency arises (such as flooding of a particular section of a building) the Contractor shall divert his force, or such part thereof as deemed necessary by the Property Manager, from their normal assigned duties to meet these conditions. When these employees are no longer needed,

they shall be directed by the Contractor to return to their normal duties. The Contractor shall not be penalized because the normal daily work which otherwise would have been performed had to be neglected, but every effort must be made to complete contract requirements.

9. SUPPLIES, MATERIALS, EQUIPMENT AND UTILITIES

- a. The Contractor, at its sole cost, shall furnish all supplies, materials, and equipment necessary for the proper performance of the janitorial service. Supplies and materials include, but are not limited to, brooms, brushes, dust cloths, microfiber mops, sponges, squeegees, porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish, waxes, stripper, metal and furniture polish, and any other compounds necessary to properly maintain the premises. The Contractor shall supply plastic bags and liners, including bags for sanitary disposal receptacles and wastebaskets. The Authority assumes no responsibility for equipment, tools, materials or any other items used in the performance of Contractor's work. This shall include any stored materials and supplies, if any. Authority property will not be used in any manner for personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.
- b. In order to minimize the health and environmental impacts of maintaining clean facilities, the Authority is requiring the use of environmentally preferable cleaning products and methods. Environmentally Preferable Cleaning Products are to be used during the entire term of the contract. Contractor shall use only environmental preferable products in the following categories:
 - General-purpose cleaners, floor cleaners, bathroom cleaners, glass cleaners, and carpet cleaners;
 - Disinfectants;
 - Other chemicals, as needed, to perform the duties of the particular job or function.

For purposes of this contract, the Authority defines an environmentally preferable cleaning product as one that is certified through Green Seal GS-37, DfE (EPA's Design for the Environment) or the EcoLogo (UL). Products that are not listed through one of these certification agencies will not be allowed to be used as part of this cleaning contract. For more information on the certification agencies and product lists, see the following websites: (1) Green Seal (GS-37) www.greenseal.org or (2) EPA Design for the Environment www.epa.gov/dfc, or (3) EcoLogo <https://industries.ul.com/environment/certificationvalidation-marks/ecologo-product-certification/>. Prior to contract award, the Contractor must provide a complete list of products, including Material Safety Data Sheets they will use. As stated above, the products must be certified through one of the three certifying agencies listed above with the exception of floor finishes and floor strippers. The use of any product not certified through one of the three certifying agencies shall require the prior approval of the Property Manager.

- c. Changes to any products and/or product lists used as part of this contract must be submitted in writing to the appropriate Building Operations Manager, along with any new Material Safety Data Sheets. Noncompliant chemicals must be removed immediately from the building. Chemicals used for disinfection of blood and other potentially infectious material shall be on EPA's list of registered antimicrobial products effective against blood borne/body fluid pathogens.
- d. Provide to the Authority and post in the janitorial area, Material Safety Data Sheets (MSDS) for all chemicals used or stored in the building. The Contractor shall not use any material or supplies, which the Authority determines, would be unsuitable for the

- purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.
- e. Provide all necessary cleaning equipment including, but not limited to, buffing machines, vacuum cleaners with HEPA filters, carpet extractors, etc., needed for the performance of the work of this contract. Such equipment shall be of the size and type customarily used in work of this kind and shall meet all OSHA and local standards. All equipment shall meet or exceed qualifications of GreenSeal (GS-42) or EcoLogo (UL). Equipment deemed by the Property Manager to be of improper type or design or inadequate for the purpose intended shall be replaced by the CONTRACTOR. GreenSeal standards may be found at www.GreenSeal.org and ECOLOGO standards may be found at: <http://industries.ul.com/environment/certificationvalidation-marks/ecologo-product-certification>.
 - f. All employees of the Contractor including supervisors shall be required to wear uniforms. The uniforms must be approved by the Authority. Employees of the Contractor not in uniform will not be allowed to work. At a minimum the uniforms will consist of a uniform shirt or smock. The uniforms shall have the Contractor's name affixed thereon in a permanent manner. The Contractor's name along with other designations such as the employee's name shall be easily identifiable. Any color or appropriate color combination may be used for the uniforms. Employees shall be required to dress neatly, in accordance with tasks being performed. Uniforms must be readily identifiable and not be hidden by any outerwear or other clothing when employee is on duty.
 - g. The Contractor must insure that all restrooms are fully stocked at all times including weekends and holidays. This is to include evenings when buildings are used for functions. The items to be fully stocked at all times are: toilet tissue, towels, seat covers, and liquid soap (with preference for use of foaming dispensers to minimize product use). Provision and installation of said supplies shall be the Contractor's sole responsibility regardless of perceived operating difficulties. Products must meet the specifications of GreenSeal, EcoLogo and/or CFPA Certified.
 - h. The Authority reserves the right to require Contractor to change products used, if in the Authority's opinion the products used do not achieve quality results.

10. SECURITY CLEARANCES

All employees, performing work under the contract must comply with all security and administrative requirements of the Authority. The Contractor shall ensure that all required background checks are provided prior to the employees obtaining access to provide services. The Authority may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Authority's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the contract.

The Authority reserves the right to exercise full and complete control over granting, denying, withholding, withdrawing, or terminating clearances for employees. The Authority may, as he/she deems appropriate, authorize and grant temporary clearance to employees of the Contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that a full clearance will follow as a result of the temporary clearance and the granting of either a temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the Property Manager.

11. IDENTIFICATION/BUILDING PASS

The Contractor, at his/her own expense shall provide for photo identification badges for all employees used on this contract. No employee of the Contractor shall be allowed to work on this

contract without a photo identification badge. Photocopies of all badges are to be supplied to the Property Manager, prior to starting of contract and before each new employee begins work.

The Contractor shall make sure that every new employee has a photo identification/building pass before the employee enters for duty. The Contractor shall sign each pass issued. The Contractor shall make sure that all passes are destroyed as employees are dismissed or terminated, or when the contract expires. All passes must contain an expiration date.

The Contractor shall make sure that all employees wear identification badges during duty hours. The Property Manager or other personnel designated shall periodically verify passes of Contractor employees along with their personal identification.

12. BUILDING SECURITY AND ACCESS CONTROL

- a. No employee will be allowed to work without a current identification badge.
- b. The Contractor shall be given means of access to all rooms requiring cleaning. Any keys or key cards issued to the Contractor for such use shall be in accordance with the Authority key policy and shall be produced on demand of the Property Manager. No keys will be given for rooms requiring cleaning during normal business hours.
- c. Any area to which Contractor is provided access by means of a key/key card, shall be opened for the purpose of cleaning only. Immediately upon completion of cleaning, the area shall be secured. No person or persons shall be permitted access to secured areas by any contract personnel.
- d. Upon completion of cleaning in a prescribed area, the Contractor's employees shall turn off all the lights in the area, so that upon completion of duties, all lights not required for insurance/safety purposes, i.e. night and exit lights, shall be turned off, and all doors and windows secured. The Contractor's site manager and/or crew supervisor shall check to ensure that all requirements are met, prior to release of work crew for the day/night, including the replacement of all furniture and equipment moved during the cleaning process. The Contractor shall be responsible for activating any alarm systems.
- e. Any conditions in the facility(ies) that may require repair shall be reported to the Authority in writing within 24 hours. For example, dripping faucets, damaged walls, burned out lights, etc.
- f. If keys/key cards are lost, the Contractor will pay for necessary lock changes, key re-issuance, and call-out charges for access, and such cost shall be deducted from the current invoice.
- g. No personal items, with the exception of jewelry and medication, will be allowed in the building during work hours. The Authority shall not be responsible to the Contractor or any of the Contractor's employees for loss of personal property.

13. STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to his employees as may be necessary. The Contractor is also responsible for ensuring that his/her employees do not disturb papers on desks, open desk drawers or cabinets, filing systems, or use Authority or tenant telephones or other equipment, except as authorized. If the Property Manager brings unacceptable work habits and appearance of the Contractor's employees to the attention of the Contractor, corrective action must be immediately taken. If needed action is not taken the Property Manager may instruct the Contractor to remove such individuals from the building or to not use such individuals for the work of this contract. When employees of the Contractor are determined to have misused Authority or tenant property the Contractor shall be notified, and appropriate action shall be taken by the Contractor. The

Contractor shall be required to reimburse the Authority or it's tenants when specific monetary loss can directly be attributed to the misuse of property/equipment by a Contractor employee.

14. TRASH AND WASTE REMOVAL PROCEDURES

The Contractor shall keep the elevator and surrounding areas clean. All waste placed into dumpsters shall be bagged or placed in closed containers before disposal. It shall be the Contractor's responsibility to provide said containers/bags. All cardboard containers must be broken down before disposal or deposit for recycling. The Contractor shall provide appropriate equipment for office trash removal so as to avoid the possibility of floor damage due to the dragging of trash bags through office areas. The Rubbermaid brand trash cart, or acceptable equivalent, is the required equipment for doing this work. Containers and bags must be of heavy duty strength and handled in a manner to avoid breakage and leakage. Any additional cleanup necessary, due to problems as described above, shall be performed immediately and at the Contractor's expense.

15. SENSITIVE EQUIPMENT AREAS

- a. The Contractor will ensure that special care is taken to maintain areas containing computer equipment as dust free as possible. This will entail vacuuming and/or dry mopping (with mop head treated with light oil-base cleaner) daily, and wet mopping once a week.
- b. The use of large numbers of electronic equipment, such as CRT's, executive work stations, personal computers, word processing equipment, communications equipment, etc., requires that the Contractor instruct his cleaning personnel on the proper manner in which to perform their duties around this type of sensitive equipment. This instruction shall include the identification and proper usage of electrical circuits for cleaning equipment in the areas of this sensitive electronic equipment.
- c. Extreme caution while cleaning will be given to the following:
 - Avoidance of power interruption to devices;
 - The use of the same circuit by cleaning equipment and sensitive devices at the same time. The Contractor shall consult with the Authority for identification of these areas;
 - The use of cleaning equipment near sensitive devices;
 - The use of only those cleaning products guaranteed not to damage sensitive electronic equipment;
 - The use of cleaning products on or around sensitive devices
- d. When breakers are tripped due to the Contractor's use of electrical outlets the Authority's on call person shall be notified immediately.

16. DUE CARE BY CLEANING PERSONNEL

- a. The Contractor will not allow smoking by his employees in Authority facilities.
- b. The Contractor will not allow the consumption of food or drink in any areas other than Authority approved locations.
- c. It shall be the Contractor's responsibility to clean up and/or rectify any damage to Authority or tenant's property caused by any individuals connected with the Contractor, to the satisfaction of the Authority.

17. WASTE RECYCLING PROGRAM. Upon implementation of a recycling program, as may be amended from time to time, Contractors will be required to participate in the such recycling program by collecting waste to be recycled and depositing it at designated locations without additional cost to the Authority. Items will include paper and co-mingled cans and bottles. During

the life of the contract, recycling containers will be marked for Recyclable Waste. The Contractor may not mix items from these containers. The waste must be segregated in the proper carts. Non-recycled trash may be disposed of into dumpsters.

18. ADDING AND DELETING SPACE

The Property Manager will give the Contractor a written notice no less than five (5) full working days in advance as to which areas are to be added or deleted from the routine cleaning schedule. Invoice adjustments will be made using a cost per square foot proposed by the Contractor. If space is added to the schedule it shall be cleaned in accordance with the specifications for similar space. The period for adding to or deducting from the payments will start on the effective date of the notice and continue for the time period specified in the notice.

19. CONTRACT DEDUCTIONS.

- a. It is the objective of the Authority to obtain full cleaning performance in accordance with the specifications, and at the quality standards of work set forth in this contract. To that end, the Authority is contracting for the complete performance of each cleaning job as identified in the specifications. In instances where any room is not satisfactorily cleaned or polished and serviced, as determined by the Property Manager in his/her discretion, an automatic deduction will be made for the entire room at a rate of two (2) times the unit (square foot) price established for the contract for the first occurrence.
- b. If any work which is scheduled for performance is omitted or unsatisfactorily performed, the attention of the Contractor will be called to this failure or omission, and a deduction can be made from any monies due or to become due the Contractor at the rate proposed by the Contractor.
- c. If the Contractor or employees of the Contractor bring unauthorized persons into any facility during contract working hours, a deduction will be assessed at a rate of 2 times the unit (square foot) price established for the contract for the entire facility and the Contractor shall accept all responsibility for damage, theft, loss or injury caused by, or inflicted upon the individual while in the facility.
- d. The Authority reserves the right to remove any building or portion thereof from the contract or to cancel the contract as a whole or in part, for non-performance or unsatisfactory performance, with a 30-day written notice.

20. QUALITY CONTROL

- a. The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the Contractor's basic quality control program shall be provided to the Authority prior to start of services under the contract. An updated copy must be provided to the Authority as changes occur. The program will include, but not be limited to the following:
 - b. An inspection system that assures the satisfactory execution of all the services specified and all of the conditions stipulated in this document.
 - c. A method of identifying deficiencies in the quality of services performed before the level of performance is deemed unacceptable.
 - d. A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the Property Manager upon request at any time during the life of the contract.
 - e. At least once each month at each facility, the Contractor will meet with the Property Manager or his/her designee to inspect the facility using a quality evaluation form (Sample Quality Evaluation form attached).

21. MISCELLANEOUS

- a. Employees must be briefed on fire and emergency procedures, including the location of fire equipment and safety exits.
- b. Report fires, hazardous conditions and items in need of repair.
- c. Close windows and turn off lights and fans when not in use.
- d. Close doors and lock room in security areas after cleaning.
- e. Turn in lost and found articles to the Authority's administrative offices.
- f. Inform all employees of the need to exercise a reasonable vigilance in implementing this policy and to notify the Property Manager when an unauthorized or suspicious person is seen on the premises.

22. GENERAL CLEANING STANDARDS

The Authority expects the Facilities specified herein to be cleaned and maintained at a level of quality commensurate with the highest standards of professional janitorial service. The minimum service will be as follows:

A. Restrooms

1. Daily
 - a. Clean, polish and dry all receptacles
 - b. Sweep floors
 - c. Damp mop floors with a solution of water and disinfectant
 - d. Clean and disinfect all fixtures (toilets, urinals and sinks)
 - e. Spot clean partition walls, doors, light switches and other horizontal surfaces.
 - f. Dust moldings and ledges
 - g. Empty and sanitize all trash and sanitary napkin receptacles and replace liners.
 - h. Stock all dispensers with soap, towels, tissue, toilet seat covers, sanitary napkin dispensers and related supplies.
 - i. Wet wipe and polish bright metal
 - j. Remove dust from louvers/grills
 - k. Clean and polish mirrors
 - l. Replace air fresheners as needed
2. Weekly
 - a. Damp mop and spray buff resilient floors.
 - b. Sweep to remove spray buff debris.
 - c. Damp mop ceramic and other pre-finish tile and polish with soft bristle brush.
 - d. Sweep to remove mop strings and related debris.
 - e. Wood and vinyl baseboards shall be clean and free of accumulations of old wax and mopping solutions. Ceramic baseboards should be cleaned and be free of old wax and mopping solutions. In addition, there should be no discoloration of ceramic as the tile rises above the floor surface up the wall.
 - f. Wash full surface area of all stall partitions and doors with solution of water and disinfectant.
 - g. High dust vents, frames and sills
3. Monthly
 - a. Clean ceramic tile surfaces so that tile and grout have a uniform color.
 - b. Machine scrub hard surface areas.
4. Quarterly
 - a. Machine scrub hard surface flooring
 - b. Damp wipe full surface area of stall partitions, doors, window frames and sills with solution of water and disinfectant.

- c. Spray and wet wipe waste receptacles with solution of water and disinfectant/deodorizer.
- d. Thoroughly clean and polish all bright metal.
- e. Thoroughly clean all porcelain surfaces to remove all stains.
- f. Clean, scrub and disinfect baths and shower stalls.
- g. Wash full surface area of all window frames and sills with solution of water and disinfectant

B. Room Cleaning

1. Daily

- a. Empty trash receptacles, damp wipe trash receptacles daily, replace plastic liners in receptacles daily if necessary.
- b. Clean/wash basins (do not clean if dishes are left in the sink)
- c. Fill dispensers
- d. Solid waste collected from facilities shall be placed in the designated container
- e. Mirrors shall be cleaned/polished
- f. Clean edges of carpeting near baseboards and in areas not reached by vacuum. (Corn or synthetic bristle brooms are permitted)
- g. Spot clean carpeting
- h. Dust file cabinets and other fixtures
- i. Dust all horizontal surfaces, including wall moldings.
- j. Dust, vacuum and/or clean louvers, grills, etc.
- k. Dust mop hard surface flooring with treated medium. Clean corners and edges carefully so as to remove accumulations of dust and debris.
- l. Damp mop hard surface flooring in kitchen's and/or break rooms, leaving no streaking or mop debris.
- m. Clean and sanitize kitchen/lounge sinks and counter areas.
- n. Damp mop marble floor and other "pre-finished" hard surface flooring.
- o. Dust benches and chairs in all common areas.

2. Weekly

- a. Spray buff or mop buff hard surface flooring
- b. All chairs and vinyl furniture shall be vacuumed once a week.
- c. Janitorial closets must be kept odor free. Keep mop sinks drains open at all times.
- d. Dust office fixtures desks, credenzas, tables, chairs, etc., with treated material. If surface is a plastic laminate (Formica), utilize dust cloth. Do not move papers. Dust around office machines and communications equipment. Do not move equipment.
- e. High dust door frames, windowsills, ledges, fixtures, etc.
- f. Low dust chair and table bases, and baseboards.
- g. Dust blinds.
- h. Spot clean walls, doors, frames, and light switches.
- i. Pile brush all corridors, hallways and high density "open" carpeted areas with "Certified" pile brush.
- j. Thoroughly vacuum carpeted areas.

3. Monthly

- a. Spot clean wall surfaces.
- b. Clean storage closets.

- c. Spot clean carpeting. Report loose seams, strings and bubbles to the Property Manager.
 - d. Wash all base boards.
 - e. Machine scrub hard surface areas.
 - f. Dust or vacuum HVAC registers.
- 4. Semi-annually
 - a. Vacuum blinds or drapes.
 - 5. Annually
 - a. Clean all light fixture diffusers and dust light bulbs.

C. Common Areas

- 1. Daily
 - a. Wipe glass doors
 - b. Clean/wipe wood/ metal frames and remove accumulations of residue.
 - c. Damp mop, buff or spray buff resilient floors. Remove service debris.
 - d. Dust/vacuum louvers/grills.
 - e. Clean, vacuum elevator tracks and (door) foot plates.
 - f. Vacuum and clean edges of carpet.
 - g. Wipe, clean light plates and push plates using a soft cloth and mild soap.
 - h. Dust horizontal surfaces, including stairwell surfaces.
 - i. Sweep, dust mop or vacuum stairwells.
 - j. Dust mop resilient flooring. Clean corners and/or edges.
 - k. Remove dust/cobwebs, etc., from light fixtures within reach.
 - l. Report physical deficiencies to Authority.
 - m. Clean/dust elevators. Remove accumulations of residue, gum, etc. Wipe metal and remove smudges.
 - n. Clean, sanitize and polish drinking fountains
- 2. Weekly
 - a. Maintain ALL “pre-finished hard surface” floors using approved materials and methods. These materials and methods shall be of a quality that conforms to industry standards and cause no damage to property.
- 3. Quarterly
 - a. Damp wipe/polish marble wall surfaces, wainscoting and base boards.

D. Exteriors

- 1. Daily
 - a. Sweep entrances, and landings to building. Remove gum and other materials from entry areas. If day porter services are procured, day porter shall check during daytime to insure entrances are always clean.
 - b. Empty and clean all cigarette urns.
 - c. Empty and damp wipe all ashtrays.
 - d. Keep parking lot and surrounding grass areas free of trash.

E. Glass

- 1. Daily
 - a. Damp wipe/clean glass entrance doors and glass panels, partitions, bookcase glass and other office fixture glass.

2. Monthly
 - a. Wash (squeegee) both sides of entrance glass and adjacent glass paneling.
3. Quarterly
 - a. Wash (squeegee) all interior glass, including window glass, mirrors, vertical and horizontal panels, clocks, classroom glass and panels.

F. Horizontal/Vertical Blinds

1. Weekly
 - a. Dust with wool or feather duster. (If dusting does not clean, wash with general purpose cleaner.)
2. Quarterly
 - a. Thoroughly vacuum or dust with wool or feather duster.
 - b. Clean sills with dust cloth, wool, feather duster or vacuum.
3. Semi-Annually
 - a. Wash Venetian blinds. Clean cords and tapes.

G. Stairwells (if applicable)

1. Daily
 - a. Remove accumulated trash
 - b. Spot sweep as required
2. Weekly
 - a. Sweep
 - b. Dust mop to remove stains
 - c. Dust handrails, ledges, etc.
 - d. Spot clean walls and doors
3. Other various maintenance projects as assigned by management

H. Carpet Cleaning (upon written request)

1. Baseboards should be cleaned and free of spotting, streaking and debris, etc.
2. Extract all carpeting with warm water. Pre and post spotting if necessary. Cut all runners, strings and other loose carpet fiber.
3. Report poor seams to Authority.

J. Floor Refinishing (upon written request)

1. Strip, rinse and refinish resilient floor surfaces. (use minimum of two coats of floor finish)
2. Burnish or spray buff within seven days. Sweep/dust mop to remove debris.
3. Strip and rinse ceramic and other pre-finished bathroom tile.
4. Baseboards should be cleaned and free of spotting, streaking and debris, etc.
5. Strip, rinse and finish (use minimum of three coats of floor finish) all hard resilient flooring.
6. Buff or spray buff within seven days. Sweep and/or dust mop to remove debris, strings, etc.

**EXHIBIT B
COMPENSATION**

PRICE SCHEDULE

The Contractor shall be paid at the price per square feet rate(s) below. The cleanable square feet and total costs shall be adjusted in accordance with the scope of work in Exhibit A as necessary. All payments are subject to performance of the scope of work outlined in Exhibit A, and other terms of the agreement specified herein.

COST OF BASIC SERVICES

| | PROPERTY NAME | PROPERTY ADDRESS | PRICE PER SQUARE FEET/MONTH | CLEAN-ABLE SQUARE FEET (AS OF 6/1/18) | TOTAL COST PER MONTH | TOTAL COST PER YEAR |
|-------|---------------|----------------------|-----------------------------|---------------------------------------|----------------------|---------------------|
| 1 | Morgan | 2035 E Paul Dirac Dr | \$ 0.00 | 10,438 | \$ | \$ |
| 2 | Johnson | 2035 E Paul Dirac Dr | \$ 0.00 | 27,294 | \$ | \$ |
| 3 | Collins | 2051 E Paul Dirac Dr | \$ 0.00 | 4,269 | \$ | \$ |
| 4 | Knight | 1736 W Paul Dirac Dr | \$ 0.00 | 2,700 | \$ | \$ |
| Total | | | \$ 0.00 | 44,701 | \$ | \$ |

Annual % increase for additional option years 2 & 3: %

Carpet cleaning and resilient floor refinishing shall be quoted at the time service is requested, and the Authority may elect to contract with another provider for these services.

EXHIBIT C INSURANCE

- a. **CONTRACTOR'S INSURANCE.** Contractor shall, at its sole cost, maintain limits no less than the following throughout the Term:
- i. **General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a \$2,000,000 annual aggregate. Contractor's insurance shall include Authority as an additional insured as provided herein below.
 - ii. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage for non-owned, hired automobile. Contractor's insurance shall include Authority as an additional insured as provided herein below. The requirements of this provision may be waived upon submission by Contractor of a written statement that no automobiles are used to conduct business.
 - iii. **Worker's Compensation and Employers Liability:** Insurance covering all employees meeting statutory requirements in compliance with the applicable state and federal laws. In lieu of naming Authority as an additional insured, Contractor shall provide to Authority a waiver of all rights of subrogation against Authority with respect to losses payable under such workers' compensation policy(ies).
- b. **AMENDED INSURANCE REQUIREMENTS.** Authority reserves the right to reasonably amend the insurance requirements to standards reasonable and customary for the size and type of business being conducted by Contractor by the issuance of a notice in writing to Contractor. The Contractor shall provide any other insurance or security reasonably required by Authority.
- c. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions applicable to any of Contractor's policies required above shall be declared to and approved by Authority. Thereafter, at the request of Authority, Contractor shall cause its insurer to reduce or eliminate such deductibles or self-insured retentions as they may apply to Authority, its agents, officers, officials, employees and volunteers or, in lieu of such reductions or eliminations, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- d. **AUTHORITY AS ADDITIONAL INSURED.** Authority, its agents, officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of Contractor's insurance policies, other than workers' compensation policies, that include coverage for the following:
- i. liability arising from, or in connection with, activities performed by, or on behalf of, Contractor;
 - ii. products and completed operations of Contractor;
 - iii. premises owned, occupied, or used by Contractor; or
 - iv. automobiles owned, leased, hired, or borrowed by Contractor.

- e. **CONTRACTOR'S INSURANCE AS PRIMARY.** With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Contractor, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Authority, its agents, officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by Authority, its agents, officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. In such instances when Contractor's insurance coverage is primary, Contractor hereby waives all rights of subrogation against Authority with respect to losses payable under such insurance coverage.
- f. **CERTIFICATES OF INSURANCE.** Contractor shall furnish Authority with certificates of insurance and with any original endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Authority prior to the commencement of Contractor's services under this Agreement. Authority reserves the right to require complete, certified copies of all Contractor's required insurance policies at any time. Each of Contractor's required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Authority. All of Contractor's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.
- g. **OTHER ENDORSEMENTS REQUIREMENTS FOR CONTRACTOR'S INSURANCE.** Each of Contractor's required insurance policies shall contain endorsements for, or otherwise provide, the following:
- i. that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Authority, its agents, officers, officials, employees, or volunteers;
 - ii. that, to the extent of insurer's limits of liability, Contractor's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought; and
 - iii. that the companies issuing the insurance policy(ies) shall have no recourse against Authority for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of Contractor.