

Hillsborough County Aviation Authority

JANITORIAL SERVICES  
FOR AIRPORT NON-TERMINAL FACILITIES CONTRACT

ASK SOLUTIONS INC. DBA ASK JANITORIAL PROFESSIONALS

Term Date: October 1, 2015 through September 30, 2020

Board Date: May 7, 2015

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HILLSBOROUGH COUNTY AVIATION AUTHORITY  
Contract for Janitorial Services for Airport Non-Terminal Facilities

This Contract for Janitorial Services for Airport Non-Terminal Facilities (hereinafter referred to as Contract) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2015 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and Ask Solutions Inc. dba Ask Janitorial Professionals, a Florida corporation, authorized to do business in the State of Florida, (hereinafter referred to as Company), (collectively hereinafter referred to as the Parties).

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

ARTICLE 1  
DEFINITIONS

Section 1.01     Definitions

The following terms will have the meanings set forth below:

- A. Cleanable Square Footage. Areas within the Airport Non-Terminal Facilities that are assigned by Authority for cleaning by Company as detailed in Exhibit B, Airport Non-Terminal Facilities Drawings, which may be revised from time to time by letter with no formal amendment to this Contract. The Cleanable Square Footage rate applies to flooring square footage and includes all cleaning tasks for the entire month within that square footage required to maintain the cleaning standards defined in Exhibit A, Scope of Work.
- B. Cleaning Agents. Includes all chemical materials such as liquids, powders, sprays, pastes or granules.
- C. Cleaning Rate. Includes all equipment, materials, supplies, labor, overhead and any other costs associated with completing the required cleaning.
- D. Cleaning Schedule. A detailed monthly schedule to accomplish all tasks identified in Exhibit A, Scope of Work.
- E. Contract Manager. Authority's representative responsible to coordinate and oversee this Contract.
- F. Company Representative. The individual with Company responsible for monitoring this Contract, coordinating the cleaning services and ensuring compliance with the terms and conditions of this Contract.

- G. Customs and Border Protection (CBP) Federal Inspection Service (FIS). The international customs inspection areas operated by the Federal government.
- H. Director of Maintenance. Authority's senior-level executive responsible for all matters regarding Airport maintenance.
- I. Extra Work. Cleaning tasks not included in the Scope of Work which are found by Authority to be necessary to provide the required janitorial services.
- J. Garbage. Food waste which is sometimes disposed with trash but may be composted.
- K. Pay Application. Documentation submitted on a monthly basis by Company for payment of services as further described in Article 4, Fees and Payments.
- L. Personnel. Individuals providing janitorial services or assigned to this Contract who are directly employed by Company and/or employed by any Subcontractor.
- M. Receptacle. Any vessel used to "receive" Trash, Garbage, and/or Recyclables.
- N. Recyclables. Paper, cardboard, glass, plastic or metal products that may be collected and remanufactured into new products saving natural resources.
- O. Service Area. The following buildings and areas located on Airport property: Airport Support Facility, Cell Phone Waiting Lot, Central Warehouse, Federal Inspection Service at Air Cargo, Federal Inspection Service at General Aviation, Police Canine Facility, and Taxi Holding Area. Drawings depicting the Service Area square footage and the type of flooring are detailed in Exhibit B, Airport Non-Terminal Facilities Drawings.
- P. Subcontractor. A company hired by Company to perform portions of the work required in Exhibit A, Scope of Work. Company is responsible for and must manage all work performed by Subcontractors to ensure all work is executed and completed as specified in this Contract.
- Q. Trash. Litter and other disposable items, other than recyclable materials or chemical waste.
- R. Waste. Any product that no longer serves its intended purpose, such as food waste or chemical waste. These items should be disposed of in a responsible manner consistent with this Contract.

## Section 1.02 Contract

### A. Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Contract:

1. Exhibit A, Scope of Work
2. Exhibit B, Airport Non-Terminal Facilities Drawings
3. Exhibit C, Contractual Insurance Terms and Conditions
4. Exhibit D, Pay Application Form
5. Exhibit E, Customs and Border Protection Standard Operating Procedures

Exhibits A through D may be revised and updated periodically by Authority based on the addition or deletion of Airport Non-Terminal Facilities, changes to assigned cleaning areas within the Airport Non-Terminal Facilities, and/or other circumstances that required changes to the cleaning tasks, Cleaning Schedule, products and/or equipment. Such revised Exhibits will be provided to Company by letter without formal amendment to this Contract.

**B. Company's Response**

Company's Response to Solicitation No. 15-534-010, Janitorial Services for Airport Non-Terminal Facilities, and any subsequent information submitted by Company during the evaluation process as modified and accepted by Authority, are incorporated herein by reference (such response and subsequent information are collectively hereinafter referred to as Company's Response). Company and Authority acknowledge that Company's Response was a valuable consideration in the award of this Contract to Company and is an authoritative reference for understanding the intention of the Parties. Accordingly, Company will be obligated to meet all specifications described in Company's Response; provided, however, that where an express provision of this Contract conflicts with any provision of Company's Response, this Contract will control.

## ARTICLE 2

### SCOPE OF WORK

Company will provide janitorial services for the Airport Non-Terminal Facilities in accordance with this Contract. Exhibit A, Scope of Work, will be considered the minimum requirements to perform acceptable janitorial services at the Airport Non-Terminal Facilities.

#### Section 2.01 Authority Rights and Responsibilities

**A. Rights**

Authority reserves the right to:

1. Add or delete buildings and/or areas to the Service Area and modify cleaning requirements resulting from changes in occupancy or usage of the Airport Non-Terminal Facilities and/or other incidences that in Authority's opinion require modification to the Scope of Work. In such event, payment will be adjusted in accordance with Section 4.01.

2. Establish the specifications for supplies such as paper and soap dispenser refill products. Additionally, Authority may require specific brands of soap supplies in order to retain dispenser warranties. Reference Exhibit A, Scope of Work.
3. Review and inspect the Cleaning Agents, materials, supplies and equipment and, as necessary, obtain samples and/or conduct independent testing to verify the effectiveness of Cleaning Agents, materials, supplies and equipment and the accuracy of the material safety data sheets (MSDS). Testing may be conducted by a third party. If inspections and/or testing identify Cleaning Agents, materials, supplies and/or equipment that, in Authority's opinion, does not provide effective sanitation or cleanliness of the Airport Non-Terminal Facilities or are not performing properly, Authority may require alternate Cleaning Agents, materials, supplies or equipment which meets Authority's standards at no additional cost to Authority.
4. Conduct inspections of the janitorial services at any time. Authority inspection discrepancies will be documented in a report format to include any janitorial services not meeting minimum cleaning standards as defined in Exhibit A, Scope of Work. Such report will be provided by Authority to Company as discrepancies are identified. Payments will be made for successful cleaning only or adjusted for non-acceptable cleaning or pro-rated for areas not acceptable utilizing rates established for Extra Work.
5. Assess fees in accordance with Article 4, Fees and Payments, of this Contract.
6. Request adjustments to the Cleaning Schedule as necessary to meet the minimum cleaning standards at no additional cost to Authority.
7. Conduct custodial cleaning effectiveness assessments that include soliciting feedback from occupants of Airport Non-Terminal Facilities regarding the cleanliness of Airport Non-Terminal Facilities on a regular basis via surveys and/or a complaint system. Results of any such assessment will be addressed with Company and Company will make modifications to the cleaning procedures, processes and/or schedule, Cleaning Agents, materials, supplies, equipment, and/or Personnel training as necessary and as directed by Contract Manager.
8. Approve Company's employees that will service Authority areas within Airport Non-Terminal Facilities deemed sensitive by Authority.
9. Require the immediate termination of any Personnel as determined by the Director of Maintenance, including the immediate termination/replacement of Company Representative. Company will appoint an Authority approved interim Company Representative until a permanent replacement is identified by Company and approved by Authority.

10. Withhold from any payment otherwise due and payable to Company such sums as Authority deems necessary or desirable to protect itself against failure or delay in performance by Company of its obligation hereunder, which right may be exercised by Authority with or without revoking or terminating this Contract.
11. Perform the janitorial services or hire others to perform such services and invoice Company for any costs in excess of the normal Contract prices if any type of strike, boycott, picketing or work stoppage is directed against Company at the Airport which results in the discontinuance of services performed hereunder. Authority will prorate payments for work completed but not invoiced by Company up until the time of any strike, boycott, picketing or work stoppage.

B. Responsibilities

Authority will be responsible for:

1. Providing electricity and water generally available in the Airport Non-Terminal Facilities as required to perform the Scope of Work, at no cost to Company.
2. Providing access to the Service Areas as necessary for performance of this Contract.
3. Providing janitorial storage closets that are currently available at each facility. The janitorial storage closets will be kept clean and neat by Company.

Section 2.02 Contract Manager

Authority will designate a Contract Manager responsible for:

- A. The day-to-day communication with Company's Representative.
- B. Monitoring, interpreting and overseeing Company's Scope of Work with regard to, but not limited to, quality of work performed, the manner of performance, rate of progress of the work, acceptability of Cleaning Agents, materials, supplies and equipment furnished by Company, compliance with minimum cleaning standards and Authority satisfaction with performance levels.
- C. Coordinating any adjustments to the janitorial services and required remediation.
- D. Authorizing minor changes or alterations in the Scope of Work not involving extra costs and not inconsistent with the overall intent of this Contract.
- E. Monitoring and verifying Pay Applications.
- F. Reporting any issue that cannot be resolved with Company to the Director of Maintenance for final determination.

Section 2.03 Company Responsibilities



#### A. General

1. Comply with all terms and conditions of this Contract to achieve and maintain the highest level of cleaning at the Airport Non-Terminal Facilities.
2. Comply with all federal, State and local laws, executive orders, rules and regulations applicable to the provision of janitorial services.
3. Obtain and maintain all licenses required to perform the janitorial services at the Airport Non-Terminal Facilities.
4. Obtain and maintain a Type 1 bond for access to the Customs and Border Protection regulated area as detailed in Exhibit E, Customs and Border Protection Standard Operating Procedures.
5. Provide all labor, Cleaning Agents, materials, supplies, equipment, tools, vehicle transportation, uniforms and any other items or services necessary to coordinate, supervise, administer and perform the janitorial services required herein.
6. Display Company's business name and/or logo prominently on the doors of all vehicles used in the performance of this Contract.
7. Manage the activities of all Subcontractors and Personnel.
8. Conduct re-cleaning for completed cleaning that is determined unacceptable to Authority at no cost to Authority.

#### B. Company Representative

Company has designated Anne Carter Jones as the Company Representative as defined in Section 1.01(F) of this Contract. Company must not remove or replace the Company Representative without approval of Authority. The Company Representative will respond to any concerns from Authority with respect to performance of the janitorial services and any terms and conditions of this Contract and will be available via phone during normal business hours and will respond to the Airport as needed to discuss and determine the appropriate action needed to address Authority's concerns.

#### C. Deficiencies, Incidents, Accidents and Complaints

1. Correct all Authority or third party identified deficiencies, including immediately responding to remediate any janitorial services hazard created or discovered that could cause damage or injury to personnel, property or the public such as tripping or slip and fall hazards, and/or failure to properly meet Occupational Safety and Health Administration (OSHA) requirements which result from inspections or tests. A written response will be sent to Authority that addresses all deficiencies within 30 days of receipt of the written inspection or test report, except instances requiring an

immediate response, as determined by Authority. In the event Company does not agree with the findings of Authority, Company will provide specific evidence to substantiate its disagreement.

2. Resolve all claims arising out of any incident or accident during the performance of this Contract that involves property damage and/or injury.
3. Remediate any issue identified by Authority and any complaints by any user of the Airport Non-Terminal Facilities.

#### D. Reporting and Documentation

Develop, maintain, update and provide the required reports as detailed below in sufficient detail so Authority can determine that Company is in full compliance with all Contract requirements and all applicable laws. All plans and reports and any other records and documentation provided to Authority will become the property of Authority.

##### 1. Cleaning Schedule

- a. Company will provide a Cleaning Schedule that includes, at a minimum:
  - 1) Days, times and frequencies for cleaning for each Facility.
  - 2) Workers names and supervisor names and phone numbers.
- b. Company will update the Cleaning Schedule periodically upon agreement of the Company Representative and the Contract Manager and provide to the Contract Manager immediately upon request.
- c. Janitorial services will be scheduled and completed in such a way that they do not disrupt the functions and normal day-to-day operations of the Airport Non-Terminal Facilities.

##### 2. Notification

- a. Notify the Contract Manager via telephone immediately regarding life-safety incidents.
- b. Notify the Contract Manager via e-mail of:
  - 1) Workforce changes, changes to service times and schedules, and issues, incidents and/or complaints when occurring.
  - 2) Personnel issues, incidents, accidents, problems, outages or malfunctions, and any other unusual occurrences, by 7:30 a.m., Monday through Friday, unless agreed otherwise. Notice must include an assessment of any damage or resulting or potential injury.

##### 3. Personnel Information

Provide the following information for all Personnel via e-mail to the Contract Manager at the beginning of this Contract and provide regular updates as changes occur:

- a. Total number of Personnel.
  - b. Total number of part-time Personnel.
  - c. Total number of full-time Personnel.
  - d. List of managers and supervisors with title and phone numbers.
4. General Rules for Employee Conduct
- Develop and implement general rules for employee conduct that instruct Personnel to: be clean and neat; deal with customers in a prompt, polite, and businesslike manner; be able to communicate effectively in English to carry out their job requirements; comply with Authority Rules and Regulations; not use improper language, act in a loud, boisterous or improper manner; and not solicit or accept gratuities. The general rules for employee conduct will be part of this Contract and will be reviewed from time to time by the Contract Manager for modifications, as necessary.

E. Cleaning Agents, Materials, Supplies and Equipment

1. Provide a complete list of Cleaning Agents, supplies, materials and equipment to the Contract Manager at least 30 days prior to the commencement of this Contract. The list must include the product name, brand name, model number (if applicable), and catalog reference (name of catalog and item number). A copy of an MSDS must be attached to the list for each Cleaning Agent. The list and each MSDS must be kept current during the term of this Contract and available to the Contract Manager upon request.
2. Provide all required supplies to include but not be limited to toilet tissue, toilet seat covers, plastic liners, paper towels, white sand, hand soap, and hand sanitizer. Descriptions and/or suitable brand types are specified in Exhibit A, Scope of Work.
3. Ensure any Cleaning Agents, supplies, materials and equipment stored in the janitorial closets are stored in strict compliance with all applicable federal, state and local environmental and safety laws and regulations.
4. Use all Cleaning Agents, supplies, materials and equipment in strict compliance with all applicable federal, state and local environmental and safety laws and regulations.
5. Maintain all equipment in good, clean, total functional operating condition at all times.

6. Bear all risk of loss, damage or theft.
7. Perform the janitorial services in a manner to ensure the safety of its employees and employees at and users of the Airport Non-Terminal Facilities and the protection of property regarding any claims related to the Cleaning Agents, materials, supplies and equipment furnished and used under the terms and conditions of this Contract.
8. Not use chemicals containing ammonia, chlorine, bleach or powdered abrasive cleaners without permission from Authority.

F. Management and Disposal of Chemical Waste

Company is solely responsible for the management and disposal of all chemical wastes and other wastes that are generated through Company's cleaning actions and restricted from disposal in the sanitary system, including any associated costs. Solid wastes that exhibit no hazardous characteristics or contamination by regulated substances may be disposed of responsibly in available on-site Authority Receptacles or dumpsters. Recyclable materials should be collected and disposed of per the guidelines in Exhibit A, Scope of Work, Section D, Minimum Cleaning Standards, Paragraph 5, Recycling Program Collection Standards. No waste materials or effluent may be discharged outdoors or to Authority's storm water sewer system. Only wastewaters suitable for discharge to the sanitary sewer will be allowable. All sanitary sewer discharges will comply with Authority rules and regulations.

G. Personnel

1. Company will:

- a. Abide by all state and federal regulations on the wages and hours of its employees, to include, but not be limited to, the Florida Human Relations Act, the Federal National Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- b. Ensure its officers, Personnel, guests, Subcontractors, and those doing business with Company comply with the Rules and Regulations of Authority.
- c. Maintain sufficient staffing levels to provide the highest level of janitorial services at the Airport Non-Terminal Facilities and provide adequate supervision and inspections to assure that Personnel are correctly performing the work.
- d. Pay any fines levied against the Authority and/or Airport caused by Personnel, at no cost to Authority.
- e. Control Airport security badges issued to Personnel and pay all associated costs, fines and fees at no cost to Authority in accordance with Article 14, Security Badging. An individual who quits or is terminated must return the security badge

to Authority within one week of separation or termination. Notification of employee's change of status will be reported to the Authority Badging Office immediately. No Personnel will be allowed to work at the Airport Non-Terminal Facilities without a valid security badge. In cases where verification of background is difficult or impossible, the individual may NOT be hired on a temporary basis.

- f. Be solely responsible for the safety, conduct and performance of Personnel and take all necessary steps to terminate Personnel who participate in acts of misconduct. Immediately, upon written notice by Authority, Company will remove from its payroll at the Airport, any employee who participates in unsafe and/or illegal acts, who violates Authority Rules and Regulations or who, in the opinion of Company or Authority, is otherwise detrimental to the public.
- g. Maintain a drug-free workplace within the meaning of the Florida Drug-Free Workplace Act and require employee's to be drug tested upon reasonable suspicion of drug use.
- h. Repair any property damage caused by Personnel through abuse, neglect, or misuse of equipment or supplies and considered other than normal wear and tear, at no cost to Authority.
- i. Provide a formal training program at the sole cost of Company that will be documented and modified as necessary. Maintain a training log to track employee training and list, at a minimum, the employee's name, date of employment, type of training and date attended. The training program and training log will be provided to the Contract Manager when requested.

Training will include, at a minimum:

- 1) Specific training based on the assigned position to safely perform cleaning tasks such as:
  - a) Cleaning Agents usage and availability of MSDS and how to use them.
  - b) Tools and equipment operation and safety.
  - c) Safety issues, including compliance with OSHA Act of 1970.
  - d) Sexual harassment.
  - e) Work Place Violence.
  - f) Authority recycling program (as instituted).
- 2) How to identify and properly dispose of recyclable products.

2. Personnel will:

- a. Show proof of citizenship or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits and that they are legal aliens eligible to be employed in the United States.

- b. Be Airport security badged, as applicable, and meet all Authority and Homeland Security requirements as detailed in Article 14, Security Badging. Additionally, certain Personnel will have authorized access to service the Customs and Border Protection international arrivals processing areas. Such Personnel must meet Customs bonding requirements.
- c. Possess a valid Florida driver's license if operating a motor vehicle on Airport roadways and be covered by Company's insurance.
- d. Be clean and neat, deal with Airport Non-Terminal Facilities users in a polite manner, be able to communicate effectively in English to carry out assigned job requirements, comply with the Authority Rules and Regulations, and comply with Company's general rules for employee conduct.
- e. Not use improper language or act in a loud, boisterous or improper manner.
- f. Immediately turn in all items of value found in the Airport Non-Terminal Facilities to the respective Facility as directed by the Contract Manager.
- g. Not solicit or accept, for any reason whatsoever, any gratuity from the tenants, customers, or other persons using the Airport Non-Terminal Facilities.

#### H. Uniforms

Personnel will wear appropriate clothing with Company name or logo clearly displayed.

#### I. Keys

- 1. Secure all issued keys at all times.
- 2. Restrict access to keys to essential Personnel only.
- 3. Be responsible for all costs associated with replacing missing keys and/or installing new locks as a result of lost or misplaced keys. This cost will be paid by Company and will be withheld from the Pay Application.

#### J. Spills

- 1. Spills of any type that are discovered by Personnel will be isolated and cleaned up immediately.
- 2. Spills reported to the Company Representative and/or Personnel will be isolated within five minutes to make the area safe and clean as soon as possible.

## 2.04 Company Representative

Company Representative will:

- A. Be assigned to supervise all work performed under this Contract.
- B. Communicate primarily with the Contract Manager.
- C. Designate a representative to be available to respond to Authority immediate cleaning needs for the Cell Phone Waiting Lot 24 hours per day, seven days per week. These cleaning services are in addition to the cleaning service times listed in Exhibit A, Scope of Work, Paragraph A, Service Area, Item 2, Cell Phone Waiting Lot, and are referred to as Extra Call Outs.
- D. Oversee and manage the janitorial services requirements in accordance with this Contract.
- E. Be responsible for the management and supervision of all maintenance and repairs to Company's equipment, training, Subcontractors, scheduling of Personnel, and inspection of all work.
- F. Be very knowledgeable of janitorial procedures and practices especially in the correct, effective and safe use of all the required Cleaning Agents, janitorial equipment, cleaning techniques, and supplies required to service this Contract.
- G. Act as liaison with Authority on all Contract matters.
- H. Be available for immediate communication with Authority by carrying a working cellular phone.
- I. Promptly notify the Contract Manager of any needed repairs or damages to the Airport Non-Terminal Facilities and its furnishings, fixtures and appurtenances.

## ARTICLE 3

### TERM

#### Section 3.01 Effective Date

This Contract will become effective upon execution by Company and approval and execution by Authority. This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

### Section 3.02 Term

The Term of this Contract commences on October 1, 2015 and will continue through September 30, 2020 unless terminated earlier as provided herein.

### Section 3.03 Commencement of Fees and Charges

All fees and charges hereunder will commence on October 1, 2015 and will continue for the term of this Contract.

### Section 3.04 Commencement of Operations

Company will begin providing janitorial services at the Airport Non-Terminal Facilities on October 1, 2015 at 12:00 a.m. and will continue until September 30, 2020 at 12:00 midnight.

### Section 3.05 Early Termination

Authority may cancel this Contract immediately, and without notice, for cause, and may terminate without cause at any time upon 30 days written notice to Company. In that event, Company will proceed to complete any part of the work, as directed by Authority, and will settle all its claims and obligations under this Contract, as directed by Authority. Company will be compensated by Authority for its costs, including reasonable profits earned to the date of termination, but excluding any anticipatory profits. Company must justify its claims as requested by Authority with accurate records and data.

### Section 3.06 Extension

In the event of a delay in awarding a subsequent contract, Authority reserves the right at its sole discretion to extend this Contract at the same terms and conditions on a month-to-month basis for a maximum of 12 months until a subsequent contract is awarded and commences or this Contract is otherwise terminated. Authority's Chief Executive Officer (CEO) is authorized to enter into such extension. Company will be notified of such extension at least 60 days prior to September 30, 2020.

### Section 3.07 Rights and Obligations upon Expiration or Termination

A. Company shall, upon termination or expiration of this Contract, with or without cause:

1. Surrender any janitorial closet to Authority in good order and condition, reasonable use and wear thereof and damage by casualty, which damage Company, its Personnel and its Subcontractors did not cause and are not required to repair or restore excepted.
2. Provide to Authority any and all keys to doors or any area of controlled access within the Airport Non-Terminal Facilities.
3. Remove all fixtures and equipment installed by Company and other personal property and leave the janitorial closets in broom clean condition.
4. Immediately repair any damage caused by removal of its fixtures and equipment at



Company's expense and to the satisfaction of Authority. If Company fails to remove such fixtures, equipment or property within 10 days from the date of termination of this Contract, Company shall be deemed to have abandoned same and Authority shall have the right, at its option, and in its sole discretion, to take title to said furniture, fixtures, equipment and/or personal property and sell, contract, salvage, or dispose of the same in any manner permitted by law. Company shall have no right, interest or claim in or to any proceeds of the sale or other disposition of such items. Any net expense Authority incurs in disposing of such items shall be immediately reimbursed by Company.

B. Authority shall be entitled to:

1. Exercise the non-judicial remedy of locking Company out of the janitorial closets as a means of enforcing Authority's right of possession.
2. De-activating Company's security badges or credentials.

#### Section 3.08 End of Term Transition

During the final year of this Contract, Authority plans to award and transition to a new contract for janitorial services that may include rights to the janitorial closets. If Company is not selected for the new contract, Company will cooperate fully with Authority and Company's successor to ensure an effective and efficient transition of the janitorial closets and janitorial services to the successor. As part of the transition, Company will remove all of its Cleaning Agents, materials, supplies and equipment. Company acknowledges its responsibility to continuously perform the janitorial services in and maintain the highest level of cleaning and customer service during the transition to the successor.

### ARTICLE 4

#### FEES AND PAYMENTS

##### Section 4.01 Pay Application

For performance of this Contract and in strict accordance with Article 2, Scope of Work, Authority will pay Company as specified herein, upon Pay Application, for work completed and accepted by Authority during the designated payment period, adjusted for non-acceptable work, and in accordance with Section 4.03, Payment Method, below. The Pay Application will be submitted no later than seven days after the end of each month with all required documentation. A sample Pay Application Form is attached hereto as Exhibit D, Pay Application Form, and may be modified from time to time. Non-acceptable work will be remedied by Company at no cost to Authority. Acceptability and payment for the work will be determined solely by Authority.

No amount will be payable by Authority for any portion of a Facility covered under this Contract that is taken out of service by Authority for a period exceeding 30 days. In such an event,

Company and Authority will adjust the Cleanable Square Footage to reflect the change.

Additionally, new Airport Non-Terminal Facilities, areas within the existing Airport Non-Terminal Facilities and/or Extra Work may be added as identified by Authority and at rates to be negotiated and similar to those listed in the tables below.

Company will enter the following applicable rates in the Pay Application to calculate the monthly payment.

Airport Non-Terminal Facilities	Monthly Cleanable Square Footage Rates				
	Year 1	Year 2	Year 3	Year 4	Year 5
Airport Support Facility	\$0.08	\$0.08	\$0.09	\$0.09	\$0.10
Cell Phone Waiting Lot	\$5.21	\$5.21	\$5.25	\$5.25	\$5.30
Central Warehouse	\$0.07	\$0.07	\$0.08	\$0.08	\$0.09
Federal Inspection Service at General Aviation	\$0.13	\$0.13	\$0.14	\$0.14	\$0.15
Federal Inspection Service at Air Cargo	\$0.13	\$0.13	\$0.14	\$0.14	\$0.15
Police Canine Facility	\$0.13	\$0.13	\$0.14	\$0.14	\$0.15
Taxi Holding Area	\$1.38	\$1.38	\$1.40	\$1.40	\$1.42

Extra Work (per square foot)	Extra Work Rates				
	Year 1	Year 2	Year 3	Year 4	Year 5
Stripping and Waxing	\$0.20	\$0.20	\$0.21	\$0.21	\$0.21
Carpet Deep Cleaning	\$0.08	\$0.08	\$0.09	\$0.09	\$0.09
Pressure Washing	\$0.08	\$0.08	\$0.09	\$0.09	\$0.09
Glass Cleaning	\$0.50	\$0.50	\$0.51	\$0.51	\$0.51
Restroom Detailed Cleaning	\$0.50	\$0.50	\$0.51	\$0.51	\$0.51

Extra Work (per cleaning)	Extra Work Rates				
	Year 1	Year 2	Year 3	Year 4	Year 5
Refrigerator Cleaning	\$8.00	\$8.00	\$8.50	\$8.50	\$9.00
Cell Phone Waiting Lot – Extra Call Out	\$50.00	\$50.00	\$55.00	\$55.00	\$55.00

#### Section 4.02 Assessed Fees

Authority will conduct inspections as outlined in Section 2.01(A)(4). The monthly Pay Application will be reduced by Authority in accordance with fees set out in the table below if assessed. Company agrees that such assessed fees are in lieu of damages, are uncertain and difficult to determine and are not a penalty. Such assessed fees are not in lieu of any consequential damages suffered by Authority resulting from the assessed fee cause.

Assessed Fee	Caused by	Assessed Fee Amount
Damage Repair	Damage to property within Airport Non-Terminal Facilities by	Documented repair or replacement cost

	Personnel	
Unreturned Security Badge	Personnel's security badge not returned to Authority within one week of the individual's separation from employment	\$50 per badge

#### Section 4.03 Payment Method

Company has elected to receive electronic payments via Automated Clearing House (ACH) payment method which is described below.

##### A. ePayables

Company has the option to receive payments utilizing an ePayables solution during the entire term of this Contract utilizing ePayables with Authority's Reverse Discount or ePayables under the Large Ticket Vendor Program. Payment will be processed by Accounts Payable utilizing the ePayable system upon Account Payable's receipt of a Pay Application. After the payment is processed, the Pay Application will be reviewed and verified by the Contract Manager. Any adjustments required resulting from verification of the Pay Application and any assessed fees will be adjusted on the next month's Pay Application. Company retains the right to request a review of the rejected or corrected Pay Application. Any further adjustment to the Pay Application resulting from the review will be made in the next billing period. Merchant services fees will apply and are determined by Company's agreement with its bank or financial institution that processes credit or debit card payments on behalf of Company (Merchant Acquirer). Authority is not responsible for any agreed upon terms between Company and Company's Merchant Acquirer. Company will receive a reverse discount of 75 basis points from Authority if Company does not utilize the Large Ticket Vendor program with its Merchant Acquirer. Authority reserves the right to suspend or discontinue the reverse discount in the event Company consistently overcharges Authority.

##### B. ACH

Company will receive payments via ACH. Payment will be issued within 20 days after Authority's verification and approval of a Pay Application including adjustment of any assessed fees. Authority may reject a Pay Application or correct the Pay Application when errors are found. Company retains the right to request a review of the rejected or corrected Pay Application. Any further adjustment to the Pay Application resulting from the review will be made in the next billing period.

Company may at any time during the term of this Contract elect to change its payment method to ePayables upon written notice to the Director of Maintenance and the completion of Authority's ePayables application process. If the payment method is changed to ePayables, the information and process described above in Paragraph A, ePayables, will apply.

#### Section 4.04 Place of Payment

Payments, reports, and statements required by this Contract shall be delivered to:

Hillsborough County Aviation Authority  
Attn: Director of Maintenance  
Post Office Box 22287  
Tampa, Florida 33622

The designated place of payment and filing may be changed at any time by Authority upon 10 days' written notice to Company.

#### Section 4.05 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Contract for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.

- A. All services performed prior to the effective date of termination.
- B. Expenses incurred by Company in effecting the termination of services and work, as approved in advance by Authority.

#### Section 4.06 Taxes

All taxes of any kind and character payable on account of the work done and materials furnished under this Contract will be paid by Company and will be deemed to be included in the fixed fee. The laws of the State of Florida provide that sales tax and use taxes are payable by Company upon the tangible personal property incorporated in the work and such taxes will be paid by Company and will be deemed to have been included in the fixed fee. Authority is exempt from all State and federal sales, use and transportation taxes.

#### Section 4.07 Prompt Payment

Company must pay its Subcontractor(s) who have submitted verified invoices for work already performed within ten calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay its Subcontractor(s) accordingly will be a material breach of this Contract.

## ARTICLE 5

### ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

#### Section 5.01 Books and Records

Company will maintain, during the term of this Contract, full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP), which will show all the costs of operation of such business upon or with the Airport.

#### Section 5.02 Financial Reports

Company will submit all financial reports required by Authority, in the form and within the time period required by Authority.

#### Section 5.03 Authority's Right to Perform Audits, Inspections, or Attestation Engagements

Authority or its representatives will be permitted to perform audits, inspections or attestation engagements of all or selected operations and examine all such books of accounts and records relating to Company's operations in accordance with the following:

- A. Company will provide Authority's duly-authorized representative free and unrestricted access to all records of Company or its parent or subsidiaries associated with or related to the operation of the janitorial services at the Airport Non-Terminal Facilities within 14 calendar days of the request at the initiation of the engagement and deliver or provide access to all other records requested during the engagement within 7 calendar days of each request. The parties recognize that Authority will incur additional costs if records requested by Authority's auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the parties agree that Company may be assessed liquidated damages of \$100.00, in addition to all other contractual financial requirements, for each item in a records request, per calendar day, for each time Company is late in submitting requested records to perform the engagement. Accrual of fee will continue until specific performance is accomplished.
- B. Records associated with or related to the operation of the janitorial services at the Airport Non-Terminal Facilities will be available for a period of five years following the end of this Contract. Company will not destroy any records pertaining to the operation of the janitorial services at the Airport Non-Terminal Facilities at the Airport without the express written permission of Authority. In those situations where Company's records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), Company agrees to provide Authority's representative with extracts of data files in a computer readable format on data disks or suitable alternative computer data exchange formats at no additional cost.
- C. Company will also allow Authority's representative to interview all current or former employees, owners and Subcontractors to discuss matters pertinent to the performance of this Contract. Company agrees to include these provisions granting Authority access to business records in its future contracts with Subcontractors relating to the janitorial services at the Airport Non-Terminal Facilities. Company agrees to allow Authority direct access to all Subcontractors and service providers and will allow these companies to correspond with Authority directly. If delays or additional costs are

incurred in connection with such engagement which are caused by Company, Company will be responsible for such additional costs.

- D. If an engagement performed in accordance with this Article reveals business expenses unallowable under the terms of this Contract by Company, Company will, upon written notice from Authority, reimburse Authority any such overpriced or unallowable expenses within 30 days from presentation of Authority's findings to Company. Authority may assess interest of up to 18% on the amount due from the date the overcharge initially occurred. If, as a result of such engagement, it is established that Company has overcharged for allowable expenses and/or charged for unallowable expenses in excess of one percent of the total amount reimbursed for any year during the Contract term, Authority may require Company to pay the entire expense of said engagement.

## ARTICLE 6

### OWNERSHIP OF DOCUMENTS

All statements, records, schedules, working papers, and memoranda made by Company or its employees incident to, or in the course of, professional services to Authority, will be and remain the property of Authority.

## ARTICLE 7

### QUALITY ASSURANCE

Company will be solely responsible for the quality of all work performed by Company, its employees and/or its Subcontractors under this Contract. All services furnished by Company, its employees and/or its Subcontractors must be performed in accordance with best management practices and professional judgment, in a timely manner, and must be fit and suitable for the purposes intended by Authority. Company's services and deliverables must conform to all applicable federal and State laws, regulations and ordinances.

## ARTICLE 8

### NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform work similar to or the same as that which is within Company's Scope of Work under this Contract. Company further acknowledges that this Contract is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority's discretion.

## ARTICLE 9

### DEFAULT AND TERMINATION RIGHTS

## Section 9.01 Events of Default

Company will be deemed to be in default of this Contract upon the occurrence of any of the following:

- A. The failure or omission by Company to perform its obligations under this Contract or the breach of any terms, conditions and covenants required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Contract or by any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within 30 days of receipt by Company of Authority's written notice to cease said business or acts.
- C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- E. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's violation of Florida Statute Section 287.133 – Concerning Criminal Activity on Contracts with Public Entities.

## Section 9.02 Authority's Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following 30 days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Contract and, in accordance with law, take possession of the janitorial closets. Authority will not be deemed to have thereby accepted a surrender of the janitorial closets, and Company will remain liable for all payments due, or other sums due under this Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of Contract; or
- B. Treat this Contract as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at 12 percent per annum, or to the

maximum extent permitted by law; or

- C. Declare this Contract to be terminated, ended, null and void, and reclaim possession of the janitorial closets whereupon all rights and interest of Company in the janitorial closets will end.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Authority to re-enter the janitorial closets or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the janitorial closets. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law.

#### Section 9.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of any covenant of this Contract. Furthermore, unless Authority elects to cancel this Contract, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Contract as set forth in this Contract or until this Contract is canceled by Company.

#### Section 9.04 Company's Remedies

Upon 30 days' written notice to Authority, Company may terminate this Contract and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Contract or in the payment of any fees or charges to Authority, and only upon or after the occurrence of any of the following events: the inability of Company to use Airport for a period of longer than 90 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of 90 consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

## ARTICLE 10

### INDEMNIFICATION



To the fullest extent permitted by law, Company agrees to protect, reimburse, indemnify and hold Authority, its Board Members, its agents, employees, officers and volunteers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Company's presence on or use or occupancy of Airport; Company's acts, omissions, negligence, activities, operations, professional negligence, or malpractice; Company's performance, non-performance or purported performance of this Contract; or any breach by Company of the terms of this Contract, or any such acts, omissions, negligence, activities, operations, professional negligence, or malpractice of Company's officers, employees, agents, Subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, that results in any bodily injury (including death) or any damage to any property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Company will have the duty to defend Authority, its Board Members, its agents, employees, officers and volunteers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Company, Authority, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Company.

Company recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of \$10.00 and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the State of Florida. This Article will survive the termination of this Contract. Compliance with insurance requirements under this Contract will not relieve Company of its liability or obligation to indemnify, hold harmless and defend Authority as set forth in this Article.

## ARTICLE 11

### INSURANCE

#### Section 11.01 Insurance

The following minimum limits and coverage will be maintained by Company throughout the term of this Contract. In the event of default on the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability

and property insurance policies, other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that Authority, members of Authority's governing body, and Authority's officers, volunteers and employees are included as additional insured.

## Section 11.02 Required Coverage – Minimum Limits

### A. Commercial General Liability

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) without exclusion for independent contractors, XCU, or broad form property damage covering the work performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Company under this Contract or the use or occupancy of the janitorial closets by, or on behalf of, Company in connection with this Contract. Coverage will be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage will be provided on a form no more restrictive than ISO Form CG 20 10 10 01.

	Contract Specific
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products and Completed Operations	\$1,000,000

### B. Workers' Compensation and Employer's Liability Insurance

The minimum limits of Workers' Compensation/Employer's Liability insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One (Workers' Compensation)	Florida Statutory
Part Two (Employer's Liability)	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

### C. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage will be provided on a form no more restrictive than ISO Form CA 00 01.

The minimum limits of Business Auto Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) are:

Each Occurrence – Bodily Injury and Property Damage combined	\$1,000,000
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- D. Umbrella Liability Insurance or Excess Liability Insurance may be used to reach the limits of liability required for the General Liability and the Business Automobile Policy. If applicable, the amounts specified as Contract specific will be an initial layer of coverage which will be applicable only to claims arising out of, or in connection with, the work performed or the use or occupancy of the janitorial closets in connection with this Contract and will not be reduced or diminished in any manner by claims resulting from other than the work performed or the use or occupancy of janitorial closets in connection with this Contract. The amounts specified as total limits will be the total minimum limits required, including the initial layer.
- E. Waiver of Subrogation: Company, for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required hereunder, waives all rights against Authority and members of Authority's governing body, Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company

#### Section 11.03 Conditions of Acceptance

The insurance maintained by Company throughout the Term must conform at all times with Exhibit C, Contractual Insurance Terms and Conditions, which may be amended from time to time.

### ARTICLE 12

#### DAMAGING ACTIVITIES

No goods or materials will be kept, stored, or used in or on janitorial closets that are flammable, explosive, hazardous (as defined below) or that may be offensive or cause harm to the general public or cause damage to janitorial closets. Nothing will be done on janitorial closets, other than as provided in this Contract that will increase the rate of or suspend the insurance on janitorial closets or on any structure of Authority. No machinery or apparatus will be used or operated on janitorial closets that will damage janitorial closets or adjacent areas; provided, however, that nothing in this Article will preclude Company from bringing or using on or about janitorial closets, with approval by Authority, such materials, supplies, equipment, and machinery as are appropriate or customary in the operation of Company's business under this Contract.

The term Hazardous will mean:

- A. Any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
- B. Any substance that is or becomes defined as a hazardous waste, hazardous material, hazardous substance, pollutant or contaminant under any federal, state, or local environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources

Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or

- C. Any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or
- D. Any substance that contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or
- E. Any substance that contains polychlorinated biphenyls, asbestos or urea formaldehyde foam insulation; or
- F. Any substance that contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

## ARTICLE 13

### COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, Subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Authority rules, regulations, policies, procedures and operating directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Company, its officers, employees, agents, Subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Aviation Administration (FAA) or Transportation Security Administration (TSA). If Company, its officers, employees, agents, Subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of the invoice or written notice.

## ARTICLE 14

### SECURITY BADGING

Any employee of Company, or any employee of its Subcontractors or agents that require

unescorted access to the Security Identification Display Area (SIDA) to perform work under this Contract, will be badged with an Airport identification badge (hereinafter referred to as "Badge") provided by Authority's ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). Company is responsible for all Badges issued to its employees, subcontractors or agents. A Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. All badged employees of Company and its contractors or agents will comply with Authority's regulations regarding the use and display of Badges.

Company will be assessed a fine for each Badge that is lost, stolen, unaccounted for or not returned to Authority at the time of Badge expiration, employee termination, termination of this Contract, or upon written request by Authority. This fine will be paid by Company within 15 days from the date of invoice. The fine is subject to change without notice, and Company will be responsible for paying any increase in the fine.

If any employee of Company is terminated or leaves Company's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly.

## ARTICLE 15

### NON-DISCRIMINATION/AFFIRMATIVE ACTION

Company assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 14 CFR Part 152, subpart E (Nondiscrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, *inter alia*, that no person will be excluded from participating in any employment, contracting or leasing activities covered by such regulations on the grounds of race, creed, color, national origin, or sex. Company, if required by such regulations, will provide assurances to Authority that Company will undertake an affirmative action program or steps for equal employment opportunity and will require the same of its sub-organizations.

Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the requirements of 49 CFR Part 21 (Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), as amended from time to time.

In the event of breach of any of the above nondiscrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate this Contract and to re-enter as if said Contract had never been made or issued. The provision will not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

## ARTICLE 16

### WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

#### Section 16.01 Authority's Policy

Authority is committed to the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities in accordance with Authority's W/MBE Policy and Program. Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Contract.

#### Section 16.02 Non-Discrimination

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Company will carry out applicable requirements of Authority's W/MBE Policy and Program in the award and administration of this Contract. Failure by Company to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.
- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.

#### Section 16.03 W/MBE Participation

- A. W/MBE Expectancy: No specific expectancy for W/MBE participation has been established for this Contract; however, Company agrees to make a good faith effort, in accordance with Authority's W/MBE Policy and Program, throughout the term of this Contract, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (FLUCP) pursuant to 49 CFR part 26 in the performance of this Contract.

- B. W/MBE Termination and Substitution: Company is prohibited from terminating or altering or changing the scope of work of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority's procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during the Contract will be a material violation of the Contract and will invoke the sanctions for non-compliance specified in this Contract and the W/MBE Policy and Program.
- C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to W/MBE participation, which Company will maintain for a minimum of three years following the end of this Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Company for the achievement of these goals.
- D. Prompt Payment: Company agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than 10 calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

## ARTICLE 17

### AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Chapter 11, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

## ARTICLE 18

### FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency will demand and take over the entire facilities

of the Airport or the portion thereof wherein the janitorial closets are located, for public purposes, for a period in excess of 90 consecutive days, then this Contract will hereupon terminate and Authority will be released and fully discharged from any and all liability hereunder. In the event of such termination, nothing herein will be construed as relieving either party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

## ARTICLE 19

### PROPERTY RIGHTS RESERVED

This Contract will be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which said janitorial closets are a part. Company understands and agrees that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

## ARTICLE 20

### ASSIGNMENT AND SUBCONTRACTING

Company may not assign, subcontract and/or sublease its rights, interests or obligations in whole or in part under this Contract without the prior written consent of Authority in Authority's sole and absolute discretion. Subject to the terms and conditions set forth in this Article, and only after it has received Authority's written approval and consent, Company will be permitted to subcontract with respect to all or any portions of the work and janitorial closets.

Each party to a subcontract and each subcontract, and any contemporaneous or subsequent addendum, amendment, modification or other agreement relating to any such subcontract, must be approved in advance by Authority and a copy provided to Authority immediately upon request. The subcontract must contain substantially the same business terms and conditions as those found in this Contract, and the subcontract must acknowledge the existence of this Contract and that the subcontracting parties are bound by the terms and conditions of this Contract, and state that the subcontracting parties will comply with the satisfy the requirements and obligations of Company hereunder. Company will be fully responsible for the Subcontractor's work.

## ARTICLE 21

### DISPUTE RESOLUTION

#### Section 21.01 Claims and Disputes



- A. A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.
- C. Written notice of intention to claim must be made within 10 days after the claimant first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Contract time is based has been completed, Company will, within 10 days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the work within time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:
  - 1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
  - 2. Failure of the work to comply with the requirements of this Contract;
  - 3. Terms of special warranties required by this Contract; and
  - 4. Latent defects.

#### Section 21.02 Resolution of Claims Disputes

- A. Authority will review claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim. Authority will notify Company in writing of the disposition of the claim within 21 days following the receipt of such claim or receipt of the required additional information.

- B. If Authority decides that the work relating to such claim should proceed regardless of Authority's disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.
- C. Mediation, with a mediator selected by Authority, shall be a condition precedent to litigation.

## ARTICLE 22

### COMPANY TENANCY

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto.

## ARTICLE 23

### NON-EXCLUSIVE RIGHTS

This Contract will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

## ARTICLE 24

### RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Company or its Subcontractors and without interference or hindrance.

## ARTICLE 25

### APPLICABLE LAW AND VENUE

This Contract is made in Florida and will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Contract will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

Company hereby waives any claim against Authority and its officers, Board members, agents, or employees or volunteers for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Contract or any part hereof, or by any judgment or award

in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 26  
RIGHT TO AMEND

In the event that the FAA, or its successors, requires modifications or changes in this Contract as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 27  
HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Contract. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 28  
NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three days after depositing such notice or communication in a postal receptacle, or one day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

**TO AUTHORITY:**  
(MAIL DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
P.O. Box 22287  
TAMPA, FLORIDA 33622-2287  
ATTN: CHIEF EXECUTIVE OFFICER

**TO COMPANY:**

ASK SOLUTIONS INC. DBA ASK  
JANITORIAL PROFESSIONALS  
4116 LAMSON AVE  
SPRING HILL, FLORIDA 34608  
ATTN: PRESIDENT

**OR**

(HAND DELIVERY)

ASK SOLUTIONS INC. DBA ASK

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
4160 GEORGE J. BEAN PARKWAY  
SUITE 2400, ADMINISTRATIVE OFFICES BUILDING  
2<sup>ND</sup> LEVEL, RED SIDE  
TAMPA, FLORIDA 33607  
ATTN: CHIEF EXECUTIVE OFFICER

JANITORIAL PROFESSIONALS  
4116 LAMSON AVE  
SPRING HILL, FLORIDA 34608  
ATTN: PRESIDENT

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is encouraged.

## ARTICLE 29

### SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its boards, agencies, commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

## ARTICLE 30

### SUBORDINATION TO TRUST AGREEMENT

This Contract and all rights of Company hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by Authority to secure financing. This Contract is subject and subordinate to the terms, covenants, and conditions of the Trust Agreement, made by Authority, authorizing the issuance of bonds by Authority. Conflicts between this Contract and the documents mentioned above will be resolved in favor of such documents.

## ARTICLE 31

## RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

## ARTICLE 32

### AUTHORITY APPROVALS

Except as otherwise specifically indicated elsewhere in this Contract, wherever in this Contract approvals are required to be given or received by Authority, it is understood that the Chief Executive Officer is hereby empowered to act on behalf of Authority.

## ARTICLE 33

### INVALIDITY OF CLAUSES

The invalidity of any part, portion, article, paragraph, provision, or clause of this Contract will not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Contract will be valid and enforced to the fullest extent permitted by law.

## ARTICLE 34

### TIME IS OF THE ESSENCE

Time is of the essence for this Contract.

## ARTICLE 35

### AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such

process out of this State, by the registered mailing of such complaint and process to Company at the address set out hereinafter in this Contract and that such service will constitute valid service upon Company as of the date of mailing and Company will have 30 days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the court, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

## ARTICLE 36

### COMPLIANCE WITH PUBLIC RECORDS LAW

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by Authority.
- B. Provide the public with access to public records on the same terms and conditions that Authority would provide the public records and at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to Authority all public records in possession of Company upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Authority in a format that is compatible with Authority's information technology systems.

## ARTICLE 37

### DATA SECURITY

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third party data that Company may gain access to or be in possession of in providing the services of this Contract. Company will not attempt to access, and will not allow its Personnel access to, Authority data or third party data that is not required for the performance of the services of this Contract by such Personnel.

Company will adhere to and abide by the security measures and procedures established by Authority. In the event Company or Company's Subcontractor (if any) discovers or is notified of

a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and
- B. If the applicable Authority data or third party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

## ARTICLE 38

### FLORIDA PUBLIC ENTITY CRIMES

Company attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

## ARTICLE 39

### HAZARDOUS SUBSTANCES AND OSHA COMPLIANCE

- A. No goods, merchandise or material will be kept or stored by Company at the Airport which are explosive or hazardous; and no offensive or dangerous trade, business or occupation will be carried on therein or thereon. Nothing will be done in the performance of this Contract which will increase the rate of or suspend any insurance policy or coverage of Authority.
- B. Company assures that all materials, equipment, and all other items used in the performance of this Contract are in compliance with OSHA.

## ARTICLE 40

### NON-DISCLOSURE

All written and oral information and materials (the Information) disclosed or provided by Authority to Company under this Contract will not be disclosed by Company unless required by law and then only after written notice to Authority, whether or not provided before or after the date of this Contract.

The Information will remain the exclusive property of Authority and will only be used by Company for purposes permitted under this Contract. Company will not use the Information for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or subsidiaries.

Company will prevent the unauthorized use, disclosure, dissemination or publication of the Information. Company agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Company will be responsible for the acts and omissions of its employees and representatives with respect to the Information.

Company agrees that any disclosure of the Information by Company's employees and/or representatives will be deemed a breach of this Contract. Company agrees that in the event of any breach or threatened breach by Company of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

The non-disclosure obligation imposed on Company under this Contract will survive the expiration or termination, as the case may be, of this Contract and the obligation will last indefinitely.

## ARTICLE 41

### WAIVERS

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or Contract herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by Authority will not impair its rights to any other right, power, option or remedy.

## ARTICLE 42

### WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.



## ARTICLE 43

### AIRPORT SECURITY

Company, its officers, authorized officials, employees, agents, Subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the FAA or TSA. If Company, its officers, authorized officials, employees, agents, Subcontractors or those under its control fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of the invoice or written notice.

## ARTICLE 44

### MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

## ARTICLE 45

### COMPLETE CONTRACT

This Contract represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. This Contract may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Contract.

## ARTICLE 46

### ORDER OF PRECEDENCE

The documents listed below are a part of this Contract and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- A. Terms and conditions as contained in this Contract;
- B. Solicitation No. 15-534-010, Janitorial Services for Airport Non-Terminal Facilities, dated January 23, 2015, and all its addenda;

- C. Company's response to Solicitation No. 15-534-010, Janitorial Services for Airport Non-Terminal Facilities, and any subsequent information submitted by Company during the evaluation process.

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**HILLSBOROUGH COUNTY  
AVIATION AUTHORITY**

ATTEST:

\_\_\_\_\_  
Victor D. Crist, Secretary

BY:

\_\_\_\_\_  
Robert I. Watkins, Chairman

Address: PO Box 22287  
Tampa FL

Address: PO Box 22287  
Tampa FL

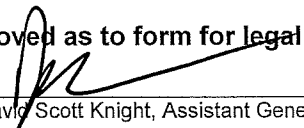
WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**Approved as to form for legal sufficiency:**

BY:

  
\_\_\_\_\_  
David Scott Knight, Assistant General Counsel

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Robert I. Watkins, in the capacity of Chairman of the Board of Directors, and Victor D. Crist, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Notary Commission Expires (if not on stamp or seal)

**ASK SOLUTIONS, INC. DBA ASK  
JANITORIAL PROFESSIONALS**

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

## ASK SOLUTIONS, INC. DBA ASK JANITORIAL PROFESSIONALS

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015,

by \_\_\_\_\_ in the capacity of \_\_\_\_\_,  
(Individual's Name) (Individual's Title)

at \_\_\_\_\_, a corporation, on its behalf \_\_\_\_\_  
(Company Name) (He is / She is)

\_\_\_\_\_ known to me and has produced \_\_\_\_\_  
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)