

CONTRACT

JANITORIAL SERVICES – NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT

THIS CONTRACTUAL AGREEMENT, made and entered into this 26 day of August, 2015, by and between the Panama City-Bay County Airport and Industrial District, hereinafter referred to as the “Airport Authority”, and Florida Association of Rehabilitation Facilities, Inc., a corporation authorized to do business in Florida, hereinafter referred to as “Contractor.”

WHEREAS, the Contractor is engaged in providing commercial janitorial services (hereinafter referred to as “Services”), and has agreed to provide the Airport Authority with such services at the facilities operated by the Airport Authority; and

WHEREAS, the Contractor agrees to perform for the Airport Authority the Services provided for herein subject to and in accordance with the terms and provisions hereof;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I – GENERAL INTENTION

It is the declared and acknowledged intention and meaning of this Contract to provide and secure timely responsive and satisfactory twenty-four hour janitorial services for the Northwest Florida Beaches International Airport. Objectives should be to provide a clean and healthy environment for users of the Airport by offering regularly scheduled, professional cleaning services and providing extra services as needed to maintain the highest level of cleanliness.

ARTICLE II – SUPPLIES, MATERIALS AND EQUIPMENT

It is the responsibility of the Contractor to furnish all services, labor, materials, equipment, tools, insurance, permits, fees (if any), and supplies necessary to render the services according to the scope of services set forth by the Airport Authority.

All supplies, materials, and equipment used in the performance of this Contract shall be of the type and quality used in large scale janitorial services. Equipment shall be maintained in good operating condition at all times. It is the responsibility of the Contractor to ensure that equipment is being operated properly and that all recommended safety precautions are being followed in the operation of such equipment. The Contractor shall coordinate with the Airport Authority when using any powered equipment which uses an energy source other than electricity. This shall include, but not be limited to propane or gasoline powered equipment. Should the Airport Authority determine that a piece of equipment cannot be used in a certain area, the Contractor shall continue to be required to clean the area in accordance with the enclosed specifications. If the Contractor continues to use a piece of equipment after being given notice by the Airport Authority to stop doing so, the Contractor may be held in violation of this Contract and shall be required to reimburse the Airport Authority for any expense incurred as a result of this continued usage.

Cleaning materials shall remain readily identifiable at all times by preserving the original label or stencil as to contents, manufacturer, and brand names on the bulk container or package. Power driven floor scrubbing, waxing, and polishing machines shall be the industrial type, mechanically sound, safe to operate, and in a condition so as not to harm or excessively wear existing surfaces or finishes and preserve manufacturer’s warranty. Contractor shall only use supplies, chemicals and cleaning agents which have been approved by all Federal and State agencies specifically for such use and which Contractor is licensed to use. Restricted-use chemicals shall not be used. Contractor shall maintain OSHA approved Material Safety Data Sheets (MSDS) within the work/storage area assigned to the Contractor by the Airport Director. A MSDS will be kept on file for each chemical product, cleaning agent and pertinent supplies and shall be made available for review by the Airport Director or Airport Staff upon request.

The Contractor shall be responsible for determining a minimum amount of supplies needed to ensure that all areas covered are properly maintained. Said quantity of minimum supplies shall be kept on hand at the Airport at all times. If properly maintained, any deficient item shall be restocked from the Contractor's supply the same day as it is noted.

Minimum supplies shall include: toilet tissue, multi-fold hand towels, toilet seat covers, liners for the baby changing stations, soap for bathroom dispensers, feminine sanitary products, sanitary product disposal liners, and trash can liners.

The Contractor shall be permitted to use certain Airport Authority owned areas within the terminal building for the storage of its supplies and equipment. Specifically, the Contractor shall have the use of the Janitorial Supply Room located on the ground floor and the storage area located on the ground floor of the concourse off the elevator lobby. Airport Authority shall designate an additional seven hundred (700) square feet of secure area with electrical service for Contractor to store equipment and a small office area if feasible. Airport Authority may relocate these areas from time to time as necessary for the operations of the airport. The Contractor shall be required to keep these areas in a clean and neat condition at all times, and not allow the accumulation of debris or trash. The Contractor shall keep these areas locked at all times. The Contractor shall not store its equipment in areas other than these areas without first obtaining written permission from the Airport Authority to do so.

The Airport Authority does not assume liability for fire, theft, accident, or any other cause resulting in damage or loss of stored Contractor's supplies, materials, equipment, or of personal property or belongings of Contractor's employees.

ARTICLE III – TERM

Services shall be for a period beginning October 1, 2015 and shall continue for a five year period ending September 30, 2020, with each year contingent upon budget approval as outlined in the Article IV, Rentals, Fees, and Charges.

Notwithstanding the above, the Airport Authority shall have the absolute right to cancel this Contract upon giving the Contractor thirty (30) days written notice to that effect should the Airport Authority determine the Contractor's services under this Contract have become unsatisfactory after Termination Rights have been applied per Article XXIV.

ARTICLE IV – RENTALS, FEES & CHARGES

For the first year of the contract term, the Airport Authority shall pay the contractor a fee of \$636,656.02 ("Contract Amount"). For each subsequent year, the Contractor shall submit to the Airport Authority, ninety (90) days prior to each anniversary of the contract, an annual budget for the subsequent year. Said budget shall detail the amount proposed for chemicals and supplies, equipment, labor, and other costs. The Airport Authority shall review the Contractor's proposed budget for reasonableness of cost and the quality of work provided. Should the Airport Authority find the proposed budget acceptable, the Airport Authority shall provide written notice of same to Contractor and this Contract shall be continued for the subsequent year.

Airport Authority and Contractor acknowledge the original tile issue has been resolved and Respect and its sub-contractor understand the cleaning and maintenance requirements of the tile and shall follow the established procedures to ensure the original intended look of the tile. If it is determined that there is a better more efficient method of maintenance the Contractor will present it to the Airport Authority and a determination as to moving forward will be determined by the Executive Director.

Airport Authority and Contractor acknowledge that the traffic at Northwest Florida Beaches International Airport ("ECP") for the next year is unpredictable, and that traffic may increase substantially with the addition of departing and arriving flights, the addition of airlines and other opportunities for expansion. Accordingly, Contractor and Executive Director shall review the Contract Amount six (6) months from the date of this Contract to

determine if such an increase in passenger traffic has occurred or is scheduled to occur that the Contract Amount must be adjusted to provide for additional supplies and/or labor. If so, the parties shall agree to an adjusted Contract Amount in writing (the "Adjusted Contract Amount") and the Monthly Contract Payment shall be adjusted accordingly.

ARTICLE V – METHOD OF PAYMENT

The sum of \$53,054.67 ("Monthly Contract Payment") shall be paid by the Airport Authority on or before the 10th of every month to:

RESPECT of Florida
2475 Apalachee Pkwy, Suite 205
Tallahassee, Florida 32301 – 4946

ARTICLE VI – RULES AND REGULATIONS

It is expressly understood that the Contractor agrees to conform to all Federal, State, or local laws and regulations, as well as all Airport Authority rules and regulations, all of which may apply to the services to be performed and that the Airport Authority is to be held free and harmless from any act or failures by the Contractor to do so.

The Contractor shall obtain and maintain in force at all times and shall ensure that all subcontractors obtain and maintain in force at all times during the term of this Contract, all licenses, permits and other certificates required by Federal, State, County, or Municipal authorities for its operation under the terms of this Contract, and shall provide the Airport Authority with copies of all required licenses, permits, and other certificates prior to commencing work.

The Contractor agrees to observe all security requirements of Transportation Security Administration 49 (CFR 1542), and the Airport Security Program, as may be applicable, and as the same may, from time to time, be amended, and to take such steps as may be necessary or directed by the Airport Authority to ensure that employees, invitees, agents and guests observe these requirements. All personnel working under the provisions of this contract must qualify for, wear and exhibit a security identification badge issued by the airport. Individuals requiring badges will submit fingerprints for verification of past criminal history. All security badges remain the property of the Airport Authority and shall be surrendered upon termination of employment or upon the termination of this contract. Contractor is responsible for costs associated with background checks and producing said badges.

If the Airport Authority incurs any fines and/or penalties imposed by Federal, State, County, or Municipal authorities, either during the term of this Contract or anytime thereafter, as a result of the acts or omissions of Contractor, Its employees, invitees, agents, guests, or sub-contractors, then Contractor shall be responsible to pay or reimburse the Airport Authority for all such costs and expenses.

ARTICLE VII – INSURANCE AND INDEMNIFICATION

Before starting and until termination of work for, or on behalf of, the Airport Authority, the Contractor shall procure and maintain insurance of the types and to the limits specified.

The term Airport Authority as used in this section of the Contract is defined to mean the Panama City-Bay County Airport and Industrial District itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the Airport Authority, for the Airport Authority's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

1. WORKER'S COMPENSATION

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

2. COMMERCIAL GENERAL, AUTOMOBILE AND UMBRELLA LIABILITY COVERAGES

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The Airport Authority shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this contract. The Airport Authority shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with \$3,000,000 aggregate annually insurance coverage.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, contractual, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this specific contract, as well as personal injury liability and broad form property damage liability. The coverage shall be written on occurrence-type basis.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

3. CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the Airport Authority shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The Airport Authority shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the Airport Authority, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the Airport Authority an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the Airport Authority an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the Airport Authority and shall file with the Airport Authority Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the Airport Authority, the Contractor shall, upon instructions of the Airport Authority, cease all operations under the Contract until directed by the Airport Authority, in writing, to resume operations. The "Certificate Holder" address should read: Panama City-Bay County Airport and Industrial District, 6300 West Bay Parkway, Panama City Beach, FL 32409. An additional copy should be sent to the Northwest Florida Beaches International Airport, Attn: Executive Director, 6300 West Bay Parkway, Panama City Beach, FL 32409.

4. INSURANCE OF THE CONTRACTOR PRIMARY

The Contractor required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Contractor's coverage. The Contractor's policies of coverage will be considered primary as relates to all provisions of the contract.

LOSS CONTROL AND SAFETY: The Contractor shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the Airport Authority. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property, The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected. It is agreed that Contractor takes full responsibility for all security measures or controls needed for the safe use of the subject premises and that the Airport Authority does not represent that the security measures taken by the Contractor are adequate for the purpose intended.

HOLD HARMLESS: The Contractor shall indemnify and hold harmless the Airport Authority, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision or exclusion or omission form any policy of insurance.

PAY ON BEHALF OF THE AIRPORT AUTHORITY: The Contractor agrees to pay on behalf of the Airport Authority, as well as provide a legal defense for the Airport Authority, both of which will be done only if and when requested by the Airport Authority, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the Airport Authority shall be in addition to any and all other legal remedies available to the Airport Authority and shall not be considered to be the Airport Authority's exclusive remedy.

THIRD PARTY FIDELITY OR JANITORIAL BOND coverage must be provided, with Limits of Liability of not less than \$25,000. Such coverage will be subject to the requirements set forth in the "Certificates of Insurance" section listed previously. Coverage must be written on a "Commercial Blanket" basis, as defined by, or equal to, a policy issued under Insurance Service Office (ISO) or Surety Association of America Guidelines.

ARTICLE VIII – NOTICE TO THE AIRPORT AUTHORITY OF LABOR DISPUTES

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance for this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Airport Director.

ARTICLE IX – CHANGE IN WORK REQUIREMENTS

The Contractor shall not make any changes to the work requirements of the Contract without written authorization from the Airport Director.

ARTICLE X – NATURE OF WORK

All work will be performed in a safe manner and in accordance with the most modern and effective techniques. Should the Contractor perform work in an unsafe manner after having been given notice by the Airport Authority of such unsafe practices, the Airport Authority may cancel this Agreement.

The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings, in a manner acceptable to the Airport Director, necessary to protect the public and the work being performed or the work area.

ARTICLE XI – SUPERVISION

It is the responsibility of the Contractor to provide adequate and competent supervision to ensure compliance with the provisions contained herein. The supervisor shall have the necessary knowledge and ability to direct the proper prosecution of the services and shall ensure that employees do not engage in activities not directly connected to providing the services required under this contract.

Adequate and competent supervision shall be provided at all hours, day or night, to check work done by the Contractor's employees to assure performance and accomplishment in strict accordance with the provisions contained in the Contract. To that end, the site manager shall adhere to the core hours of Monday through Friday, 8 am to 5 pm, should situations arise requiring the site manager's and/or supervisors' absence from the airport premises (such as meetings, training, etc.), and this absence will be agreed upon in advance with the airport representation. The intent of this article is to have an on-site supervisor present to the maximum extent possible.

The Contractor's representative, or site manager, and supervisor(s) names, including a written statement of the authority of each and an organization chart, will be submitted to the Airport Director. Additional duties shall include but not be restricted to the following:

- A. Ensure employees do not gamble, engage in athletic events, lounge, sleep, play cards or participate in any other activity not directly connected to providing the services required under this Contract.
- B. Train personnel properly in performing work in accordance with proper cleaning methods.
- C. Prevent general carelessness in cleaning operations and abuse of facilities, and instruct employees to abide by safety rules and regulations for the protection of tenants, visitors, public and themselves. Train employees regarding all regulations set out in the United States Occupational Safety and Health Act (OSHA) and assure compliance with all such rules.
- D. Indoctrinate employees to report fires, hazardous conditions and items requiring immediate repair.
- E. Prevent wasteful practices in connection with the Airport Authority furnished utilities.
- F. Instruct employees not to disturb papers on desks, not to open desk drawers or cabinets, not to use Airport Authority telephone service.
- G. Assure that employees lock restricted areas after cleaning and return the keys immediately to personnel in charge of said areas.
- H. Instruct employees to turn found items in to the Airport Director or his Representative for safekeeping.
- I. Arrange for access to women's washrooms when janitorial work is to be performed by male personnel or access to men's washrooms when work is performed by female personnel.
- J. Provide adequate labor force including replacements for personnel.
 - 1. On leave
 - 2. Out because of sickness
 - 3. Dismissed or suspended for cause
 - 4. Resigned

All employees assigned by the Contractor to the performance of work under this Contract shall be physically able to do their assigned work and shall be free from any communicable disease. Employees shall be capable and experienced in the type of work to be performed under this Contract. Employees working in security areas as defined by the Airport Director shall be subject to a law enforcement agency background investigation. The Airport Director or his Representative, may, in writing, require the Contractor to remove from the airport work force any employee that he deems incompetent, careless, or otherwise objectionable. Employees shall not be allowed to carry firearms or any other type of weapons on airport premises regardless of the possession of any

license or permit by such employee. Any employee who operates a vehicle on airport premises shall possess a current legal and valid Florida Driver's License whether such license would otherwise be required to operate a vehicle on airport premises or not.

ARTICLE XII – QUALITY OF WORK

To maintain the appearance of the areas desired by the Airport Authority, and for the safety of the public, high quality services are required. Hasty and careless performance of the work and the repeated necessity of calling to the attention of the Contractor unsatisfactory work will not be tolerated. Evidence of such unsatisfactory work will be called to the attention of the Contractor through the Airport Director or his Representative, with the request to take immediate measures to improve on the work to obtain responsive, timely, and satisfactory results. The Contractor shall carry out and supervise his operation so that it will not be necessary to bring such unsatisfactory matters to his attention.

ARTICLE XIII – UNSATISFACTORY WORK

In the event the Contractor fails to provide either services on schedule or satisfactory services to any part of the areas covered, the airport reserves the right to hire the services of another outside contractor to perform services left undone or performed unsatisfactorily, and the cost shall be deducted from the next month's payment to the Contractor.

At the discretion of the Airport Director, the Contractor may be given an opportunity to correct such unsatisfactory performance and conditions.

ARTICLE XIV – BREAKAGE AND DAMAGE

The Contractor shall be responsible for all breakage and damage to property (real and personal) that may occur as a result of the fault or negligence on the part of its partners, officers, agents, employees, contractors, subcontractors, or anyone acting under its direction and control in the prosecution of the work herein specified. All repairs for which the Contractor is liable shall be made by the Contractor unless the Airport Authority determines that it is more appropriate for the Airport Authority to make the repairs. In such a case, the Airport Authority shall make the repairs at the Contractor's expense. All repairs for which the Contractor is liable and which are not undertaken within two days after the Airport Authority has given the Contractor notice to so do shall be performed by the Airport Authority, in which event the Contractor shall reimburse the Airport Authority for the cost thereof, plus a ten percent (10%) administrative charge, and said amount shall be due by the 10th day of the following month. Unless otherwise agreed upon by the Airport Authority all replacement material used by the Contractor shall be the same as that being replaced. Repeated acts of breakage or vandalism may result in the Airport Authority requiring the Contractor to assign different personnel to perform the services at the location covered.

ARTICLE XV – CONSERVATION

The Contractor shall through its supervisory personnel, alert its employees to conserve utilities such as water, electricity, heat and air conditioning, to shut off faucets and turn off light when not in use or needed.

ARTICLE XVI – PERFORMANCE OF SERVICES

The Contractor shall not do anything or permit anything to be done which may interfere with the operation of the Airport. All waste material shall be promptly removed from the premises.

ARTICLE XVII – AREA TO BE SERVICED

The areas to be serviced under this contract shall include the Terminal Building, Loading Bridges, Control Tower, and the pedestrian walkways which border the west and southern ends along exterior of the terminal building at the Northwest Florida Beaches International Airport. The Business Center, the Military Welcome

Lounge, the two restaurant/food service areas and the two concession areas/gift shops shall not be provided Services pursuant to this Contract.

ARTICLE XVIII – SCOPE OF SERVICES

The following definitions are for the clarification and understanding of the scope of service:

DAMP WIPE:	Remove surface dirt with a damp cloth, chamois, mop or other similar item.
DISINFECT:	Wash or spray with a fluid containing disinfectant.
DUST:	Remove surface dirt with a treated cloth, lamb's wool duster or other similar item.
POLISH:	Clean with an approved polishing compound, or rub (waxed surface) with a dry cloth. When using any type of polish, apply product to cloth and not directly on to the surface to be polished.
SPOT CLEAN:	Remove spots, fingerprints and other isolated defacements by washing or by using a commercial cleaning compound.
SWEEP:	Remove surface dirt with a broom, treated mop or mechanical sweeper.
VACUUM CLEAN:	Remove surface dirt and/or imbedded dirt with a suction cleaner.
WASH:	Remove dirt and/or other accumulations with detergent, disinfectant or similar product.
WAX OR FINISH:	Apply wax or finish after the surface has been stripped, scrubbed or wet mopped.
WET MOP:	Remove dirt with a cotton, blend, or nylon mop and water by laying down cleaning solution and rinsing with clear water in two separate operations.
DAMP MOP:	Remove dirt with moist cotton, blend, or nylon mop.
SPOT MOP:	Clean isolated areas after spillage, etc. with damp cotton, blend, or nylon mop.
POLICE:	Remove cigarette butts, paper cups or other debris between regular cleaning activities.
WIPE:	Remove surface dirt with a soft cloth, chamois or other similar article.
SCRUB:	Clean with neutral detergent, scrub brush and/or floor machine.
STRIP:	Remove accumulations of wax or finish and dirt.
GENERAL CLEAN:	Applies to given areas (i.e.) office, rental roomettes, etc.). Includes dusting furniture and furnishings; empty and wipe ash trays and trash receptacles; spot clean walls, partitions, doors, etc.; sweep floors (hard surfaced) and/or vacuum (if carpeted).
CLEAN:	Remove dirt, stains, or other extraneous mater.
FINISH	Apply one or more coat of floor finish to floors after stripping operations.

SPRAY-BUFF: System of resilient floor maintenance (a cleaning-finish solution is applied in spray form and immediately buffed dry. Scuffs, marks, etc. are removed and gloss is restored.)

GROUT RESTORATION: System of grout maintenance (Apply a detergent solution to the floor, allow to work in, scrub grout areas with appropriate brush by hand or machine, pick up solution with wet vacuum, and thoroughly rinse floor and allow to dry.)

Under this Contract, the Contractor shall provide janitorial services to the Terminal Building, Terminal Building entry sidewalk and Concourses 24 hours per day, 7 days per week, as necessary to complete work outlined herein. Services will not be provided to commercial vendors other than airlines and rental areas.

The Contractor shall provide its supervisory staff with cellular phones to be used while they are working at the premises covered under this Contract or while "on call." Said cellular phones shall be kept in good working condition and shall be worn at all times by one of the on-duty supervisors. The Contractor shall provide the City with the cellular telephone number whereby the City may contact the on-duty janitorial supervisor.

Servicing of areas must be scheduled, taking into account peak periods in the Airport, so as not to interfere with passenger traffic. Frequency of MINIMUM janitorial servicing will be as follows:

TWO TIMES PER SHIFT: 6 TIMES PER 24 HOUR PERIOD – TO BE PROVIDED WITHIN 30 MINUTES OF PEAK TRAFFIC PERIODS, UNLESS OTHERWISE SPECIFIED:

- A. Public Restrooms – Men’s and Women’s: Restrooms are the most lasting impression of a public building and shall be service to the highest standards of cleanliness.
1. Frequency of service for restrooms may require that the services be provided more than twice per shift between the hours of 5 A.M. and 11:00 P.M. and less frequently during the other hours.
 2. Floors and baseboards shall be swept and wet mopped.
 3. Commodes, urinals, and wash basins shall be washed, and disinfected. No rust or encrustation shall remain.
 4. Mirrors, shelving, dispensers, and other bright fixtures such as water faucets shall be cleaned and no oily residue present.
 5. All other surfaces shall be spot cleaned and horizontal surfaces dusted.
 6. Paper dispensers shall be checked and stocked from Contractor’s stock.
 7. Soap dispensers shall be checked and stocked from Contractor’s stock.
 8. Seat cover dispensers shall be checked and stocked from Contractor’s stock.
 9. Baby changing station liners shall be checked and stocked from Contractor’s stock.
 10. Tampon and sanitary napkin dispensers shall be filled as required from Contractor’s stock.
 11. Sanitary product receptacles shall be emptied, cleaned, disinfected and provided with new bag liners from Contractor’s stock.
 12. Trash receptacles shall be emptied and cleaned.

13. As required, a plunger shall be used on stopped toilets in an attempt to correct problems before reporting problems to Airport Maintenance.

B. Lobbies and Concourse:

1. All areas shall be policed on a routine basis.
2. All trash receptacles shall be checked and cleaned, and the exteriors damp wiped. Trash receptacles shall be emptied when they become more than ½ full.
3. Drinking fountains shall be cleaned and disinfected.
4. Floors shall be spot mopped as required.
5. All waiting areas shall be cleaned and free of debris, dust and other unsightly materials.
6. All seating fixtures shall be vacuumed as to be kept free of dust and unsightly materials, spot cleaned as needed.

C. Exterior Entrance Ways:

1. All areas shall be policed on a routine basis.
2. Empty ash receptacles at all entrance doors and change sand as required.

THREE TIMES PER DAY:

- A. 1. Vacuum clean security checkpoint mats.

TWICE DAILY SERVICE:

A. Lobby and Concourse:

1. Sweep and mop stairs between escalators.
2. Sweep and damp mop floors to remove abrasives, debris, and spills as needed.

B. Exterior Entrance Ways:

1. All trash receptacles shall be checked and cleaned, and exteriors shall be damp wiped. Trash receptacles shall be emptied when they become more than ½ full.

DAILY SERVICE:

A. Public Restrooms:

1. Damp wipe all tile walls, dividers and stall doors inside and outside.
2. Check and, if necessary, change deodorizers.

B. Lobbies and Concourse:

1. Dust all horizontal surfaces below 80", including all baseboards as needed.
2. All interior glass below 80" shall be cleaned including the glass on the sliding doors. Sweep door tracks to remove material.

3. All wall surfaces, including columns, shall be spot cleaned up to 80’’.
4. Clean, vacuum, spot clean, and wipe all gate areas to include stairwells and landings.
5. Clean elevators by vacuuming, spot cleaning, and polishing, to include tracks, walls, doors, and ceilings. Polish used will be meant for stainless steel maintenance.
6. Clean, dust, and wipe Security screening area.
7. Wipe down and disinfect telephone handsets.
8. Machine scrub hard floor traffic lanes including bathrooms.
9. Spot mop hard floors as needed during peak periods.
10. Damp mop concourse entrance stairs.
11. Remove all gum from all surfaces covered under contract.
12. Wet mop service corridors flooring and spot clean walls and doors as needed.
13. Damp wipe escalator handrails.
14. Wipe metal on escalators.
15. Vacuum and spot clean as needed carpeted areas.
16. Polish stainless steel on stair wells between escalators.

C. Exterior Entrances:

1. Sweep all main entrance areas.
2. Spot mop exterior entrance areas for spills as needed.

D. Administration Spaces:

1. The Administration Spaces shall be cleaned after 6:00 P.M., or other such time as agreed upon by Contractor and Executive Director, 5 days per week (Monday thru Friday)
2. The Administration Spaces shall include Airport Administration and Board Room, Air Carrier Administrative Offices, Airport Security offices, and TSA Office.
3. Dust all horizontal surfaces below 80’’, including all baseboards.
4. Vacuum Carpeting
5. Spot clean carpet using small area/spot clean machine as required
6. All interior glass, including window in reception area, shall be cleaned.
7. All wall surfaces shall be spot cleaned up to 80’’.
8. Wipe down front of all kitchen cabinets and counters.

9. All trash receptacles shall be emptied and cleaned.
10. Clean Administration restrooms in accordance with the following:
 - a. Floors and baseboards shall be swept and wet mopped or scrubbed.
 - b. Commode and wash basin shall be washed, and disinfected. No rust or encrustation shall remain.
 - c. Mirrors, dispensers, and other bright fixtures such as water faucets shall be cleaned and no oily residue present.
 - d. All other surfaces shall be spot cleaned and horizontal surfaces dusted.
 - e. Paper dispensers shall be checked and stocked from Contractor's stock.
 - f. Soap dispensers shall be checked and stocked from Contractor's stock.
 - g. Seat cover dispensers shall be checked and stocked from Contractor's stock.
 - h. Trash receptacles shall be emptied and cleaned.
 - i. As required, a plunger shall be used on stopped toilet in an attempt to correct problems before reporting problems to Airport Maintenance.
11. Damp mop floor in kitchen.
12. Damp wipe conference room table tops and spot vacuum carpets as needed

TWICE A WEEK:

- A. Lobbies and Concourse:
 1. Clean baseboards.
 2. Machine scrub all hard floors, including bathrooms
 3. Damp wipe front of all ticket, rental and boarding agent counters.
 4. Damp wipe all plant containers.
 5. Damp wipe each bag belt exterior.
- B. Control Tower
 1. Trash receptacles emptied and cleaned
 2. Floors swept and damp mopped
 3. Damp wipe door jambs, hand plates and kick plates
 4. Clean elevator surfaces and elevator tracks
 5. Sweep stairs and stairwell, damp wipe hand rails, spot mop as needed
 6. Clean all fixtures and restock bathroom

C. Loading Bridges (all):

1. Damp wipe walls, doors, and control panel.
2. Police area and spot vacuum as needed.

D. Southwest and Delta Operations Area:

1. All trash receptacles shall be emptied and cleaned.
2. Dust all horizontal surfaces below 80'', including all baseboards.
3. Clean glass on interior entrance doors.
4. Sweep outside main entrance doors.
5. Sweep floors and then damp mop.
6. Wipe down front kitchen cabinets and counters.
7. Clean both restrooms in accordance with the following:
 - a. Floors and tile baseboards shall be swept and wet mopped or scrubbed.
 - b. Commodes, urinals, and wash basins shall be washed and disinfected. No rust or encrustation shall remain.
 - c. Mirrors, shelving, dispensers, and other bright fixtures such as water faucets shall be cleaned and no oily residue present.
 - d. All other surfaces shall be spot cleaned and horizontal surfaced dusted.
 - e. Paper dispensers shall be checked and stocked.
 - f. Soap dispensers shall be checked and stocked.
 - g. Seat cover dispensers shall be checked and stocked.
 - h. Trash and ash can receptacles shall be emptied and cleaned.
 - i. Sanitary products receptacles shall be emptied, cleaned, disinfected and provided with a new bag liner from Contractor's stock.

WEEKLY SERVICE:

A. Administration Areas:

1. High speed buff all VCT floors
2. Spot clean doors, jambs, kick plates and hand plates

B. Loading Bridges:

1. Vacuum all carpeted areas, spot clean with extraction spotter

C. Lobbies and Concourse:

1. Buff/burnish hard floor traffic lanes, including bathrooms
2. Polish metal on escalators using an approved stainless steel cleaner.
3. Sweep and mop stairwells and damp wipe door jambs and hand plates.
4. Damp wipe all seats.
5. Damp mop floor in disabled passenger loading area.
6. Check for and remove as necessary mineral deposits from drinking fountains.

D. Exterior Entrance:

1. Scrub exterior trashcans along front of terminal.

MONTHLY SERVICE:

A. Administration Areas:

1. Sweep, mop, apply restorer and buff all VCT tile areas

B. Loading Bridges:

1. Extraction clean all carpeted areas

C. Exterior Entrance Areas:

1. Pressure wash apron to curb using an area pressure washing head, remove gum

D. Lobbies and Concourse

1. Scrub vinyl and tile baseboards as needed.
2. Polish/restore hard floor traffic lanes including bathrooms
3. Polish metal on oversized baggage holder and bag belts.
4. Polish metal frames around glass.
5. Polish metal on seats.
6. Polish metal on corner protectors, walls and surrounding all columns once installed.
7. Clean escalators using cleaning machine

QUARTERLY SERVICE:

A. Lobbies and Concourse:

1. Thoroughly clean all interior and exterior glass windows up to 12 feet

B. Administration Spaces:

1. Extraction clean all carpeted areas.
2. Top scrub and recoat VCT in high traffic areas.

ANNUAL SERVICE:

A. Lobbies, Concourse, Administration areas:

1. Strip and refinish VCT flooring.
2. Dust drop down gates at security checkpoint.

All trash and refuse collected during the course of the janitorial services shall be removed from the building in a clean and orderly manner in leak proof containers and placed in an area as designated by the City. The Contractor shall be responsible for removing any spillage resulting from the trash collection and removal activities. Contractor shall facilitate the recycling of materials to the extent such a program is available.

ARTICLE XIX – SCHEDULE

The minimum frequency of services to be provided by the Contractor shall conform to the schedule outlined above. However, this schedule is not specific as to actual dates or times that work is to be performed. The Contractor shall utilize this information to develop specific monthly schedules indicating actual dates and times and the tasks to be accomplished on these dates.

Each job or scheduled part of a job should not be left incomplete. Each job shall be started and completed on the scheduled dates. Should the Contractor be unable to complete the work on the scheduled date, then the Contractor shall complete the work the next day, even if this entails week-end work. Contractor should be prepared to provide airport representatives quality assurance (QA) records indicating when each janitorial staff member's work elements were accomplished as well as indicating the quality of the work performed.

ARTICLE XX – PERFORMANCE INSPECTIONS

During the course of the services, the Contractor shall schedule weekly inspections of the areas covered. Said inspections shall be performed with an Airport Authority representative present and shall be scheduled in dates and times that are mutually agreeable to both the Contractor and the Airport Authority.

ARTICLE XXI – REPORTING FORMS AND RECORD KEEPING

The Airport Authority will complete an inspection report during the course of the services. The purpose of this report is to document the overall condition of the janitorial services together with any potential problems and conditions related effective maintenance.

This report shall be completed during the weekly inspection tours with the Contractor and shall note any items not performed to the Airport Authority's satisfaction. Any items noted by the Contractor for Airport action shall also be documented.

Should the Airport Authority or Contractor discover a circumstance that requires immediate attention, an appropriate notation will be made on the report. Any in-house conditions or factors which become a problem to the extent that the services cannot be adequately performed shall also be noted by the Contractor on the report.

ARTICLE XXII – EXTRA SERVICES

During the course of the contact, janitorial work may arise that is outside of the scope of services set forth herein. Such services will be considered as extra and will be invoiced separately. The Contractor shall provide the Airport Authority with a telephone number whereby such extra services may be arranged.

ARTICLE XXIII – EMPLOYEES

The Contractor shall maintain sufficient personnel to accomplish, on schedule and to the satisfaction of the Airport Authority, all services as set forth herein in a timely, satisfactory, and responsive manner.

As the work specified herein is highly visible in nature, the Contractor shall ensure that his employees, invitees, agents, guests, and subcontractors conduct themselves in a professional and courteous manner. The Contractor shall provide its employees with distinctive uniforms and all employees shall be required to wear approved uniforms at all times while on duty. Uniforms shall be kept neat and clean at all times.

The Contractor will be obligated to control the actions of its employees and cooperate with the Airport Authority in controlling any employee whose conduct the Airport Authority feels is detrimental to the best interest of the Airport and public.

The employees of the Contractor engaged in performing the services hereunder shall be considered employees of the Contractor for all purposes and shall under no circumstances be deemed to be employees of the Airport Authority. The Airport Authority shall have no supervision or control over any such Contractor employees and any complaint or requested change in procedure shall be transmitted in writing by the Airport Authority to the Contractor who shall in turn promptly give any necessary instruction to its own personnel.

ARTICLE XXIV – TERMINATION RIGHTS

The Airport Authority reserves the right to terminate this Contract in the event of the following circumstances:

1. Contractor fails to keep any covenant, agreement or obligation covered in the Contract after having received a written notice from the Airport Authority advising of its failure to conform and the Airport Authority giving the Contractor thirty (30) days to correct the agreed failures.
2. The management and/or ownership of the Contractor should change to such an extent that it would not be satisfactory perform.
3. The operation of the Contactor should change to such an extent that it would not satisfactory perform.
4. The repeated failure to keep any covenant, agreement or obligation covered in the Contract which shall be defined as the Contractor receiving three or more written notices in accordance with paragraph 1 above.

In the event the Airport Authority terminates this Contract for any reason, the airport shall purchase from Contractor the equipment more particularly described in Exhibit A, attached hereto and incorporated herein, at Contactor's cost, less prorated monthly depreciation, as indicated in Exhibit A.

ARTICLE XXV – ASSIGNMENT

The Contractor shall not assign the whole or any part of this Contract or any monies due or become due hereunder without written consent of the Airport Authority.

ARTICLE XXVI – SUBCONTRACTING

The Airport Authority reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The Contractor is encouraged to seek qualified minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform as required by this Contract and it is necessary to replace the subcontractor to complete the work specified herein, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the Airport Authority.

ARTICLE XXVII – ATTORNEY’S FEES

In the event of a breach of this Contract, the breaching party shall pay to the non-breaching party all reasonable attorney’s fees, costs and other expenses, incurred by the non-breaching party in enforcing its rights as a result of said breach. However, nothing herein shall constitute a waiver of the Airport Authority’s sovereign immunity or the provisions of section 768.28, Florida Statutes.

ARTICLES XXVIII – NOTICES

All notices by either party to the other shall be made by depositing such notices either registered or certified mail of the United States of America, postage prepaid, or with another delivery service requiring signature for receipt and such notice shall be deemed to have been delivered and received on the date of such depositing correctly addressed notices. All notices to the Airport Authority shall be mailed to:

Executive Director
Panama City- Bay County Airport and Industrial District
6300 West Bay Parkway, Box A
Panama City, Florida 32409

With a copy to:

Franklin Harrison, Esq.
Harrison, Sale, McCloy & Thompson
304 Magnolia Avenue
Panama City, FL 32401

All notices to Contractor shall be mailed to:

Harry Friends
RESPECT of Florida
2475 Apalachee Pkwy, Suite 205
Tallahassee, Florida 32301 – 4946

With a copy to :

Elizabeth J. Walters, Esq.
Burke Blue Hutchison Walters & Smith, P.A.
16215 Panama City Beach Pkwy.
Panama City Beach, FL 32413

The parties from time to time may designate in writing changes in the address stated.

ARTICLE XXIX – RELATIONSHIPS OF PARTIES

It is understood that the Airport Authority is not in any way, or for any purpose, a partner or joint venture with, or agent of, Contractor in the conduct of this Contract or for any other purpose.

ARTICLE XXX – NON-DISCRIMINATION

The Contractor agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, or disability.

ARTICLE XXXI – GOVERNING LAW

This Contract shall be interpreted in accordance with the laws of the State of Florida, with venue in Bay County.

ARTICLE XXXII – PARTIAL INVALIDITY

If any term or condition of this Contract or the application thereof to any person or event shall to any extent be invalid or unenforceable, the remainder of this Contract and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Contract shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XXXIV – TITLES

Article titles contained herein are inserted only as a matter of convenience and for reference. Such titles in no way define, limit, or describe the scope or extent of any provision of this Contract.

ARTICLE XXXV – ENTIRE CONTRACT

This writing is the entire contract of the parties. No representations, warranties, inducements, or oral agreements previously made between the parties shall continue unless stated herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Attest:

Panama City-Bay County Airport and Industrial District

Patsy Mitchell

By: *William R. Mathis*
Its: *Vice Chairman*

Attest:

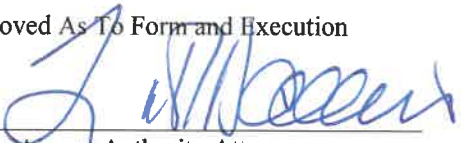
Florida ARF/RESPECT of Florida

[Signature]

By: *Suzanne Sewell*
Its: *President & CEO*

Approved As To Form and Execution

By:


Airport Authority Attorney

Approved As To Content:

By:


Airport Director