



Attachment I
DRAFT AGREEMENT FOR
JANITORIAL SERVICES
Jacksonville and/or Tampa

This Agreement ("Agreement") is between CITIZENS PROPERTY INSURANCE CORPORATION ("**Citizens**"), a legislatively created Florida governmental entity, having its principal place of business at 2101 Maryland Circle, Tallahassee, Florida 32303, and [VENDOR NAME] ("**Vendor**") having its principal place of business at [VENDOR ADDRESS]. Citizens and Vendor shall each be known as a "Party," and collectively shall be known as the "Parties."

Recitals

On **January 27, 2016**, Citizens issued a Request for Proposal No. 16-0003 for Janitorial Services (the "Solicitation"). Vendor's response to the Solicitation was accepted by Citizens, subject to the terms set forth in this Agreement.

Citizens and the Vendor enter into this Agreement to provide Janitorial Services for Citizens' **Jacksonville and/or Tampa location(s)** as defined within this Agreement. The services provided in this Agreement are in support of Citizens' Facilities Management Business Unit and for additional needs throughout Citizens' offices.

In consideration of the mutual promises and restrictions stated in this Agreement, the Parties acknowledge and agree as follows:

Terms of Agreement

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:
 - 1.1 "Access" – means to approach, walk through, communicate with, store material in, retrieve material from, or otherwise make use of any property, be it tangible, intangible, real, owned by or in the custody of Citizens.
 - 1.2 "Business Day" means Monday through Friday, excluding Citizens' Holidays.
 - 1.3 "Business Hours" means Monday through Friday, 8:00AM – 5:00PM ET, excluding Citizens' Holidays.
 - 1.4 "Citizens Confidential Information" means all information, data, and documentation, whether marked as confidential or not, disclosed to Vendor in the course of this Agreement that is either: (a) Protected under any applicable state or federal law (including Chapter 119, Florida Statutes; Sections 501.171, and 627.351(6), Florida Statutes; Chapter 690-128, Florida Administrative Code; and, 15 U.S.C. § 6801 et seq.); (b) private information concerning Citizens' employees

or policyholders (including social security numbers, personal health information, personal credit information, banking information, drivers' license numbers, personal email addresses, personal phone numbers, and home addresses); or, (c) related to any Citizens' manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, or any business, governmental, and regulatory matters affecting Citizens. "Citizens Confidential Information" does not include any information, data or documentation that: (a) is publicly available through no fault of Vendor or Vendor Staff; or, (b) Vendor developed independently without relying in any way on Citizens Confidential Information.

- 1.5 "Common Areas" means lease space that Citizens is responsible for cleaning that is shared for common usage (e.g., lobbies, hallways, breakrooms, conference rooms, etc.) not designated or assigned to a specific unit. This space will be further clarified for Jacksonville as the building and leased space is unique for the EverBank Center Building.
- 1.6 "Day Porter" means a member of janitorial staff employed by Vendor assigned to provide janitorial services during a designated time during normal daytime operating hours.
- 1.7 "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
- 1.8 "Effective Date" means the date on which the last Party executes this Agreement and the date upon which this Agreement is effective and commences.
- 1.9 "Environmentally Friendly" means products and services deemed "green" and/or eco-friendly by current business industry standards and practices.
- 1.10 "Facility Manager" means the Citizens employee(s) who is primarily responsible for the oversight of the Vendor's performance of its duties and obligations pursuant to the terms of the Contract. The Facility Managers are currently located in Jacksonville and Tampa, Florida. Citizens may appoint a different Facility Manager, which will not constitute an amendment to the Contract, by sending notice to Vendor.
- 1.11 "Facilities" means Facilities Management Business Unit of Citizens Property Insurance Corporation.
- 1.12 "Green Products" means products, services and practices whose manufacturing, purchase and use are considered environmentally friendly.
- 1.13 "IT Spaces" means designated Information Technology (IT) spaces that are excluded from cleaning services (e.g., Main Equipment Room, Telecom Rooms).
- 1.13 "Services" means all services and Deliverables to be provided by Vendor to Citizens under this Agreement. If any service or Deliverable is not specifically described in this Agreement but is necessary for the proper performance and provisioning of the Services, that service or Deliverable shall be included within the definition of the Services to the same extent and in the same manner as if specifically described herein.
- 1.14 "Vacancy Credit Area" means area of space at one of Citizens' Facilities that is vacant and does not require daily janitorial services. An agreed Vacancy Credit Area will be designated per square foot and will result in a reduction or credit in Vendor's monthly charges. A Vacancy Credit Area is defined and agreed upon

between both parties and reviewed monthly.

- 1.15 "Vendor Staff" means any of Vendor's employees, agents, subcontractors or representatives who: (a) provide the Services; or, (b) have access to Citizens Confidential Information.
- 1.16 "Work Product" means each Deliverable and any drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Citizens by Vendor or Vendor Staff in the course of performing this Agreement.

2. Term and Renewals.

- 2.1 Term of Agreement. This Agreement shall commence on the Effective Date and, unless terminated as provided for herein, shall continue for three (3) years.
- 2.2 Renewals. This Agreement may be renewed for three (3), one (1) year renewal periods either: (a) by Citizens, at its discretion upon ninety (90) days prior written notice to Vendor; or, (b) by mutual written agreement of the Parties. Renewals shall be subject to the same terms and conditions set forth in this Agreement at the time of renewal, including any written amendments signed by the Parties. The combined renewals shall not exceed the original term of this Agreement.

3. Services; Service Requirements. NOTE: Location is dependent upon award.

- 3.1. Service Location(s). Vendor shall provide Services at the following location(s).

- 3.1.1 Jacksonville: Everbank Center Building.

- 3.1.1.1 301 West Bay Street: Approximately 221,059 square feet of space. This number reflects the storage and IT spaces that will not be cleaned. This is a 30 story building of which Citizens has eight (8) full floors (3, 5, 13, 15, 16, 17, 18, and 19) and half of the 12th floor. These occupied floors are mainly office space with hard offices and modular furniture throughout.

- 3.1.1.2 Citizens will provide one parking garage space for the designated Day Porter at no cost to Vendor. Vendor Staff supporting the evening janitorial services may park on the street or other public parking available. Generally, there is no parking fee for evening street parking after 6:00PM ET.

- 3.1.2 Tampa: Sabal Park Building.

- 3.1.2.1 3802 Coconut Palm Drive: Approximately 56,104 square feet of space. This is a two (2) story building, occupied as mainly office space with hard offices and modular furniture throughout.

Note: The IT Room(s) for both locations are excluded from these basic cleaning services.

Citizens reserves the right to add/subtract facilities or additional square feet as needed in Jacksonville, Tampa and/or Tallahassee. In the event of a Catastrophic Event, Citizens reserves the right to add additional sites and cities to support Citizens operational needs. If mutually agreed upon by both parties, new facilities

and/or square footage may be added via Contract Amendment at the fixed square foot price provided in Attachment A, Price Sheet.

- 3.2. Staffing Requirements. The Vendor agrees to assign only qualified employees and operators who are skilled in the performance of janitorial work to Citizens locations. All employees and operators must be able to speak, read and understand English in order to communicate and operate efficiently. The Vendor agrees that in the event it becomes necessary for the Vendor to change key personnel, written notice from the Vendor to the Facility Manager is required and should be submitted in advance. Citizens reserves the right to reject proposed personnel staffing.

- 3.2.1 Supervisor(s). On-site supervisors for the evening janitorial services must have a minimum of two (2) years supervisory experience in the institutional/commercial janitorial field. The on-site supervisor will be required to verify thoroughness and cleanliness of the facilities after each service prior to dismissal of Vendor's personnel. The on-site supervisors must perform a Quality Assurance check on a nightly basis for the evening services being performed. Documentation of Quality Assurances performed should be retained by the Vendor and provided to Citizens upon request. The on-site supervisor should have an intimate knowledge of this subsequent Contract and its various cleaning tasks, equipment and materials so as to be able to both properly train and direct personnel in their individual tasks, to maintain and control an effective inspection and follow up program.

Vendor's on-site supervisor or designee must also be available by appointment between the hours of 8:00AM ET and 5:00PM ET, Monday through Friday, to inspect the facility with the Facility Manager or designee and to handle special problems when required.

- 3.2.2 Personnel. Before any Vendor's employees can provide services under this Contract, the Vendor agrees, at its own expense, to conduct a background check as described in Section 3.12 below.

- 3.2.3 Training. Vendor will train all supervisors and personnel prior to job assignment at the facility. Vendor should submit within thirty (30) business days of contract execution verifiable documentation that supervisors have completed a minimum of eight (8) hours of Hazardous Materials Emergency Response "Operations Level" training and workers have completed a minimum of four (4) hours of Hazardous Materials "Awareness Level" training from an approved training provider. Refreshers and/or recertification should be completed as required.

- 3.2.4 Pre-Service Conference. Prior to the commencement of janitorial services, the Vendor will meet with the Facility Manager and other designated staff to discuss and develop mutual understandings relative to interpretation or questions concerning specifications, administering and scheduling work, material submittals, safety practices, and contract administration. The Vendor should submit at, or prior to this meeting:

- 3.2.4.1 Contact List of Vendor's key personnel, to include name, title and phone for:

A. Vendor Contract Manager;

- B. On-Site Supervisor;
- C. Evening team lead; and
- D. Day Porter.

- 3.2.4.2 Employee roster of Vendor's Staff assigned to Citizens' facilities;
- 3.2.4.3 List of cleaning supplies (Must be identified by brand name and manufacturer);
- 3.2.4.4 On-site MSDS binder to be assigned and kept in designated janitorial closet for easy reference; and
- 3.2.4.5 Background checks for personnel and request for approval of these employees as described in Section 3.12 below.

3.2.5 Employee Roster. The Vendor must provide an employee roster of approved employees prior to the start of services to the Facility Manager indicating the number of employees assigned to perform the work as specified herein. The roster will include all persons assigned to perform work as part of this Contract and list the employee name, the shift in which they are assigned and telephone numbers as applicable. This roster should be kept current at all times and submitted electronically to the Facility Manager any time personnel changes are made.

3.2.6 Uniforms/Identification. Upon commencement of services, Vendor will require employees to be dressed in appropriate work attire when reporting for work. Vendor's employees are to wear a Vendor supplied shirt/smock, etc. with company name or logo to make them easily identified in the workspace. Proper shoes should be worn at all times, no flip flops, high heels, or strapless sandals/clogs. Vendor staff must sign in/out at Citizens' main lobby entrance upon daily arrival and departure. At the conclusion of each day, all Vendor employees must return the Citizens issued access card and any keys provided or their use while performing their duties in all facilities to the security guard at the main lobby. It is preferred that Vendor provide a Vendor-issued photo ID badge that can be visibly worn by Vendor's employees while on site.

3.2.7 Communication. Vendor Contract Manager and Facility Manager will maintain open communications and ensure phone numbers of designated staff remain in working order. Vendor is to provide a 24/7 contact in the event emergency services are required. It is preferred that the on-site supervisor(s) carry a cell phone provided by the Vendor to allow for easy contact. Day porters that do not carry a cell phone/pager should check in periodically with the Facility Manager and/or designee, as well as review the Facilities' maintained cleaning log book, for any requests that can be addressed during their shift.

3.3. Security and Safety Requirements.

3.3.1 Security of Facility: No one other than Citizens approved Vendor employees will be permitted inside Citizens leased office space at any time. Unauthorized personnel including visitors, family members, and/or friends are strictly prohibited. Vendor's employees will be provided with an access card to navigate in and throughout the facility. It will be the Vendor's responsibility to immediately report and reimburse (\$20.00 each) Citizens

for replacement cards, or reimburse Citizens for any lock or security costs that are caused by the Vendor's negligence.

All Vendor's employees must scan their cards upon each entry to building(s) and as required when entering the lobby or other areas to be cleaned.

- 3.3.2 Access Control and Security System: The Vendor's Contract Manager and on-site supervisor, once trained by Citizens staff, will be responsible for training their janitorial staff on the use of the access control system. It is critical that staff adhere to the access control processes to minimize system false alarms. Vendor's authorized staff will not provide access into the building to anyone, including Citizens employees.
- 3.3.3 Key Management: The Vendor will be responsible for controlling any master keys or individual keys provided. If a master key is lost, the Vendor is responsible for the cost of any re-keying required by Citizens to maintain the security of the leased office space.
- 3.3.4 Responsibility: Citizens will not be responsible in any way for damage to the Vendor's stored supplies, materials or equipment kept throughout the building in janitor's closets or the Vendor's employees personal belongings brought into the building.
- 3.3.5 Exterior Doors: All exterior doors must be locked while work is being performed. No doors are to be propped open, unattended or left ajar for any reason.
- 3.3.6 Internal Doors: Internal doors with card readers should not be propped open unless required to complete cleaning services and should be kept to a minimum. Office doors that are routinely kept locked for security purposes are to be locked upon completion of work. Citizens has an internal color-coded program to assist with identifying which doors should remain locked and will be implemented with the awarded Vendor at the Pre-Service Conference.
- 3.3.7 Assigned Work Zones/Stations: The Vendor agrees that all of its personnel will keep within the limits of their assigned work zones/stations and will not enter any restricted areas during the performance of their assigned duties or any other time.
- 3.3.8 Citizens and Citizens Employee Property: The Vendor and their employees are prohibited from the use of Citizens' audio-visual equipment, computers, telephones, and all other equipment of Citizens. The Vendor will prohibit all employees from disturbing papers on desks, opening desk drawers or cabinets and any office equipment provided for official use. Any violation of these prohibited actions may be cause for Citizens to request the removal of the Vendor's personnel in violation and/or cancellation of the contract. The Vendor must at all time guard against damage or loss to the property of Citizens or Citizens employees. The Vendor will be responsible in the event of proven theft or damage of Citizens' property or personal property of Citizens employees is caused by Vendor's personnel. Citizens reserves the right to withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Vendor. When requested, the Vendor

must cooperate with any ongoing investigation involving economic loss or damage to the building or personal property.

- 3.3.9 Safety: Vendor will be responsible for instructing employees in safety measures considered appropriate. In addition, the Vendor will not permit placing or use of mops, brooms or equipment in traffic lanes or other locations in such manner as to create safety hazards and will provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. Vendor's employees will be required to interrupt their work at any time to allow passage or personnel. All supplies, equipment and machines must be kept free of traffic lanes and other areas where they might be hazardous and must be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes containing a residue of wax or combustible material subject to spontaneous ignition must be removed from the building and properly disposed of. Cleaning solutions will be disposed of in accordance with legal requirements (See 3.3.13. below). Vendor is to ensure safety practices are adhered to minimizing the risk of an incident.
- 3.3.10 Safety Requirements: The Vendor must comply with all applicable requirements of the "General Industry Standards" of OSHA (Occupational Safety & Health Administration). These requirements must include all primary and refresher training mandated under the OSHA guidelines. It is the responsibility of the Vendor to provide all employees with adequate personal protective equipment as required to fulfill service requirements. Vendor will maintain supporting documentation that proposed staff is trained in the clean-up and disposal of blood-borne pathogens.
- 3.3.11 Material Safety Data Sheet: The Vendor must provide MSDS's and description literature for each chemical/compound/mixture used in the performance of the scope of work to the Facility Manager before the commencement of any work hereunder. All MSDS's must be of the latest version and comply with 29 CFR 1910.1200. Hazardous products must not be used, except with prior approval of the Facility Manager, and must be disposed of properly by the Vendor in accordance with the U.S. Environmental Protection Agency (EPA) 40 CFR 260-265. The Vendor will maintain and have readily accessible on-site, a complete, up-to-date MSDS book of all chemicals, compounds/mixtures used in the execution of the scope of work that complies with applicable federal, state and local regulations. The Vendor is required to use all environmentally friendly "green" products where available.
- 3.3.12 Hazardous Substances / Hazardous Materials: The Vendor must provide MSDS's for approval of new products to be used to the Facility Manager prior to any use in the facility. The Vendor is not to use any product not approved by the Facility Manager anywhere in the facility. The Vendor is not permitted to use any product that the MSDS rates as "Flammable or Toxic" without approval from the Facility Manager.
- 3.3.13 Proper Disposal of Spent or Used Products: Certain chemicals, compounds, mixtures require proper disposal after they have been spent or used per the U. S. Environmental Protection Agency (EPA) and Florida DEP (Department of Environmental Protection). The Vendor is required to

establish discrete waste streams for any chemicals that require proper disposal according to 40 CFR 260-265.

At no additional cost to Citizens, the Vendor must make arrangements to have a licensed, "Part B Permit" Hazardous Waste & Universal Waste Vendor to properly characterize, manifest, dispose and transport waste or recyclable materials as applicable. The waste hauler must be licensed by the U.S. Department of Transportation as a Hazardous Waste / Universal Waste Hauler under the Series 49 CFR (Code of Federal Regulations).

3.3.14 Personal Protective Equipment (PPE's): All personnel must wear personal protective equipment in the execution of their duties to include gloves, protective eye wear or face shields, respiratory protection or other safety-wear as necessary. Any additional costs incurred resulting from these requirements will be the sole responsibility of the Vendor.

3.4. Schedule. Janitorial services for Citizens will be accomplished during and outside of normal business hours. The typical building operation hours are from 8:00AM ET - 5:00PM ET Monday through Friday, excluding Citizens holidays. A list of holidays will be provided to the awarded Vendor. In the event of a catastrophe, Citizens may have a need to increase business hours up to 24/7 operations, including the addition of weekends at which point additional janitorial services may be required. The EverBank Center Building location does have a small group of 24/7 staff located on the 15th floor.

3.4.1 Day Porter Service: The day porter must be able to work from 8:00AM ET - 4:30PM ET, with a ½ hour lunch break, excluding Citizens holidays. The day porter is required to check in and out with the respective Facilities Manager or designee on a daily basis. The on-site supervisor should monitor the day porter's scheduled work day on a periodic basis to ensure quality. In the event of a catastrophe event, Citizens may need porter services to be extended to a later time at night and or the weekends if necessary.

3.4.2 Evening Janitorial Service: Evening janitorial service will be provided Monday through Friday, between the hours of 5:30PM ET to 10:00 PM ET, excluding holidays. In some facilities there may be IT support functions ongoing 24/7, 365; however, no special janitorial service is required for IT support functions. Citizens employees occupy the facilities during regular work hours, Monday through Friday, 8:00AM ET to 5:00PM ET, except during Citizens' holidays.

The Vendor should complete night janitorial services and vacate the facility, with all lights out no later than 10:00PM ET or such other time as agreed upon by the Facility Manager. Citizens will be flexible where possible to ensure efficient and economical services can be performed. Citizens reserves the right to adjust work hours to serve the specific needs of the facility and will consult with Vendor to minimize impact to staffing requirements. Citizens expects the Vendor and its staff to be proactive in conserving energy by ensuring lights are out in offices, common areas, etc. as they work through each area/section of the facilities. In some cases, lights are automated through the use of occupancy sensors.

3.5. Service Requirements. Vendor shall provide the following Janitorial Service

Requirements.

NOTE: For Jacksonville EverBank Center Building – only freight elevators are allowed to be used for housekeeping services.

3.5.1 General:

- 3.5.1.1 Cleaning procedures and chemicals shall be used in accordance with manufacturer's recommendations and warranty conditions.
- 3.5.1.2 Maintain janitorial closets and equipment in a clean and odor free environment.
- 3.5.1.3 All supplies should be organized and kept sealed, with caps on when not in use.
- 3.5.1.4 All empty containers should be properly discarded.
- 3.5.1.5 MSDS sheets should be bound in an organized notebook and maintained in agreed upon designated location.
- 3.5.1.6 All mop buckets should be rinsed and drained. All mop heads should be cleaned and replaced as needed. All mop/utility sinks should be kept clean each day/night.

3.5.2 Nightly Services:

3.5.2.1 Office Areas:

- A. Remove all trash/waste, boxes and items marked as such and place in appropriate dumpsters. Spot clean trash cans, remove and replace trashcan liners as needed (i.e. if liquids or foods were discarded previously).
- B. Dust and spot clean exposed horizontal surfaces and pay attention to rings or spills on furniture. Wooden surfaces must be maintained with an appropriate polish to avoid residue or damage. Every effort should be made so no rings, spills or noticeable dust is visible on any surface.
- C. Countertop/laminate surfaces must be wet cleaned.
- D. Vacuum traffic areas and any visible debris on carpets.
- E. Spot clean carpets as needed within proper cleaning specifications and methods for the carpet type.
- F. Spot clean light switches, doors and walls, tops of modular furniture.

3.5.2.2 Common/Areas Interior and Exterior:

- A. Exterior: *Note: Jacksonville location has no exterior building cleaning requirements.*
 - i. Empty and clean all trash containers and ash urns, remove and replace trashcan liners as needed.

- ii. Clean outside door/windows at main entrance.
- iii. Sweep clean mats at main entrance and all landings to ingress/egress locations. Sweep freight loading zone areas.

B. Interior:

- i. Spot clean doors, walls and switches.
- ii. Clean, disinfect and polish drinking fountains; do not allow mineral deposits on bubbler or metal. No metal polish will be used.
- iii. Clean and wipe down all water bottle dispensers and/or water dispenser stations.
- iv. Clean all entrance glass doors and doorframes in all entryways and lobbies.
- v. Clean all glass surfaces on modular furniture as needed.
- vi. Remove all reachable cobwebs from walls, corners and ceilings of common areas.
- vii. Excluding Jacksonville, wet mop and clean, as needed, the stairwells to be free of debris and ensure overall cleanliness. Wipe handrails.
- viii. Excluding Jacksonville, clean elevators, leaving no debris in grates, tracks or corners. Vacuum/mop and clean inside elevator floor finish as appropriate to maintain clean appearance.
- ix. Vacuum/clean breakroom mats.

3.5.2.3 Food Service Areas/Breakrooms/Coffee Bars: The Vendor will perform all tasks as noted above in the common areas for these break use areas. Services also include wet mopping floors using a general purpose type cleaner, wiping down all cabinet surfaces, specifically countertops, and periodically wiping out any drawers or storage areas upon request.

3.5.2.4 Restroom Cleaning: Clean, disinfect and stock all restrooms daily **(excluding the EverBank Center Building 12th floor restrooms which is a shared floor with other tenants)**. Stocking of all restrooms may differ by site and will be further clarified during the mandatory on-site visit. Vendor is responsible for providing all restroom supplies. Typical supplies include: toilet paper, trashcan liners, soap, paper towels, and air fresheners.

- A. Maintain the level of appearance and cleanliness at the highest quality. Leave no streaks, discoloration, or visible dust or debris on floors, walls, ceilings,

vents, toilet partitions, reachable light fixtures and plumbing fixtures.

- B. All metal, porcelain and tiled surfaces will have a polished and clean appearance after each cleaning. Any painted surface will be clean and streak free. A registered germicidal cleaner must air dry to provide maximum effectiveness before buffing or polishing is performed.
- C. No mineral deposits will be allowed on any exposed surfaces, including under the rims of toilets and urinals.
- D. Floors will be mopped with clean mop heads/equipment and thoroughly edged cleaned to avoid buildup in corners and under/around toilets and urinals.
- E. Clean and empty all sanitary disposal containers and replace liners.
- F. Replace batteries in air fresheners, auto-flushers and other fixtures as needed. Citizens will provide batteries to vendor for this purpose with Vendor maintaining inventory and installing as needed.

3.5.3 Weekly Services:

- 3.5.3.1 Dust all wall hangings and light fixtures within reasonable reach in common areas.
- 3.5.3.2 Ensure carpets, edges, and baseboards are dust free and spot free throughout.
- 3.5.3.3 Lobby tile floors must be wet mopped weekly or more frequently if needed. Rainy days may require more mopping of the area.
- 3.5.3.4 Thoroughly clean all microwaves.
- 3.5.3.5 Wipe down door knobs, handles, push bars, handrails, etc. with disinfectant or sanitizer.
- 3.5.3.6 Vacuum offices, conference rooms, training rooms, modular furniture spaces and all carpeted areas weekly, or more often if needed during nightly inspections.
- 3.5.3.7 Exterior: Clean picnic tables, benches, exterior seating. Wet cleaning may be required with germicidal cleaner in order to maintain clean appearance.

3.5.4 Monthly Services:

- 3.5.4.1 Office and Common Areas: Detail clean any horizontal or vertical surface so that no visible dirt, dust, cobwebs, or streaks are visible, including all furniture, stands, edges, corners, baseboards, walls, air vents, door frames, and dusting in reachable spaces. Other areas include: janitorial closets, stairwells, handrails, entrance areas, lobbies, planters, around copier and printer

equipment and any other item or area within the scope of work. Vacuum and/or dust air supply and return vents. Clean all blinds at the same time interior windows are cleaned. After cleaning, all blinds shall operate properly and contain no visible streaks, smears or dust. An ultrasonic blind cleaner is recommended to clean Venetian blinds. Vertical blinds may be cleaned in place using chemicals designed for vinyl cleaning.

3.5.4.2 Hard Surface Flooring: Buff, scrub, strip, or refinish all hard flooring to maintain a uniform, high gloss, slip resistant, and clean surface. Perform subsequent complete stripping and refinishing according to the appearance of the floor and as mutually agreed upon with the Facility Manager and Vendor. Certain high traffic areas will need more frequent stripping, refinishing, and buffing to maintain required appearance.

3.5.4.3 Break Areas:

- A. Thoroughly clean, sanitize/wipe down all breakroom appliances (e.g. microwaves, ice machines, water dispensers).
- B. Refrigerators, including freezer areas, should be cleaned on the last Friday of each month unless others communicated and scheduled with the Facility Manager. Citizens will ensure employees are notified to clean out all items when cleaning is scheduled. Cleaning includes wiping down all shelving and container areas with a sanitizing cleanser. No lunch bags, dishes or personal items should be discarded during this process.
- C. Restrooms: At the first of each month, a minimum of one (1) gallon of clean water with a germicidal disinfectant will be poured down each restroom drain to maintain p-trap seals. (Excluding 12th floor of Jacksonville EverBank Center Building – See Section 3.5.2.4).

3.5.5 Quarterly Services:

3.5.5.1 Detail clean all restroom floors (except 12th floor restroom of Jacksonville EverBank Center Building) and grout to a clean and uniform appearance; machine scrub floors, and wipe down all reachable walls and doors by the end of the first quarter of the subsequent contract and quarterly thereafter. All services to be schedule with Facility Manager.

3.5.5.2 Maintain hard floors with no build up in corners, no discolored edges from improper finish application or cleaning, and no dull or dirty surfaces; provide a high gloss and uniform appearance. Buff, scrub, and re-coat as needed.

3.5.6 Semi-Annual and Annual Services:

3.5.6.1 Carpet Deep Cleaning: Vendor shall deep clean carpet in all high traffic areas two (2) times a year. High traffic areas will be cleaned during the first six (6) months of subsequent Contract award and semi-annually thereafter. All other areas will be cleaned

once a year as scheduled with the Facilities Manager. Deep cleaning carpet should be completed using an extractor and other proper industry techniques. Edges and baseboards must not have fibers, debris, or spills visible after cleaning.

3.5.6.2 All semi-annual/annual carpet cleaning and extraction should be scheduled with the Facility Manager in order to operate air handlers overnight in the section to be extracted to reduce drying time.

3.5.6.3 Vendor shall clean all interior windows every six months with the exception of the high lobby windows. After cleaning, window blinds, sills, trim, and other surroundings shall be free of drippings and other watermarks.

3.5.6.4 Strip and reseal steps and landings with floor finish where applicable on an annual basis.

3.5.6.5 Vendor must completely strip and refinish hard floors during the first six months of the subsequent Contract.

3.5.7 Other Services: Other services for which separate pricing is requested.

3.5.7.1 Carpet Deep Cleaning: In addition to the required annual cleaning, Vendor shall provide a unit price for a minimum of 5,000 square feet and up to 60,000 square feet, in increments of 5,000 square feet on Attachment A, Price Sheet.

3.5.7.2 Light Fixture Cleaning: Vendor shall provide separate price for light fixture cleaning per light fixture on Attachment A, Price Sheet. Method of cleaning to be discussed and approved with Citizens Facility Manager prior to this cleaning activity.

3.5.7.3 Steam cleaning of modular furniture, per panel (both sides). Provide general estimate on Attachment A, Price Sheet as panel size may vary.

3.5.7.4 Forensic and/or Specialty Cleaning: Please provide information as to any other specialty cleaning services your company is certified in and pricing. Provide costs for specialized sanitation and cleaning requests after hours for H1N1, blood-borne pathogens, etc.

3.5.7.5 Chair Upholstery Cleaning: Please provide separate pricing breakdown for cleaning office chairs individually and in bulk.

3.5.7.6 Additional Bacterial Wipes: Please provide separate pricing for additional bacterial wipes that may be requested.

3.6. Day Porter Service Requirements. All Vendor's employees must sign in/out at the lobby desk upon each visit. For day porter schedule and hours of operation, refer to Section 3.4 above. In the event the day porter is unexpectedly absent, the Vendor shall contact the Citizens Facility Manager to advise, and a suitable, trained replacement shall be provided within two (2) hours of the day porter's normal start time. When the day porter has planned absences, Citizens' Facility Manager shall be notified in advance and a trained replacement provided.

3.6.1 Daily General Services:

- 3.6.1.1 Exterior cleaning (Excluded in Jacksonville EverBank Center Building): maintain a general clean appearance in all common areas, including designated smoking areas and picnic areas. Clean and service outside ashtray urns.
- 3.6.1.2 Sweep/vacuum stairways as needed. Check for spills and clean during the day (excluded in Jacksonville).
- 3.6.1.3 Disinfect and wipe down all doors, frames, light switches, kick and push plates, handles and water fountains.
- 3.6.1.4 Spot clean walls and baseboards.
- 3.6.1.5 Sweep, vacuum and mop flooring as needed throughout the day to maintain a neat and clean appearance. Special attention should be given to entryways especially during wet weather days.
- 3.6.1.6 Respond to cleaning requests throughout day as needed to support Facilities.
- 3.6.2 Daily Restroom Services: Excluding Jacksonville 12th floor (Per Section 3.5.2.4):
 - 3.6.2.1 Wipe down all fixtures including toilet bowls, urinals, countertops, sinks, etc. as needed during each check of all restrooms throughout the day.
 - 3.6.2.2 Spot clean and sanitize toilet seats (both sides).
 - 3.6.2.3 Clean all glass and mirrors.
 - 3.6.2.4 Empty all containers and disposals and insert replacement liners.
 - 3.6.2.5 Spot clean partitions as needed.
 - 3.6.2.6 Refill all dispensers to normal levels, including soap, tissue, toilet paper, paper towels, seat covers, air fresheners, etc. as needed throughout the day.
- 3.6.3 Daily Breakroom, Training Room and Coffee Station Services:
 - 3.6.3.1 Empty all trash containers and provide liners as needed. Trash cans should be checked after 2:00PM in each breakroom and emptied as needed.
 - 3.6.3.2 Wipe out microwave ovens daily and as needed/requested.
 - 3.6.3.3 Check sinks in coffee station areas, clean and wipe down as needed.
- 3.7. Cleaning Standards. Quality cleaning is expected and required of the Vendor. All cleaning will be accomplished in such a way as to prevent discoloration, damage or disfigurement of the surface being cleaned and surrounding areas. The Vendor is responsible for the prompt removal of all debris that is a result of the contractual service. This section outlines some of the minimum acceptable standards:
 - 3.7.1 Floor Maintenance – General: For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or other similar items will be stacked on desks, tables or window sill. Upon completion of

work, all furniture and equipment must be returned to its original position. Baseboards, wall, fixtures, furniture and equipment should in no way be splashed, disfigured or damaged during floor care operations.

- 3.7.2 Floor Maintenance: Proper precautions such as the posting of wet floor signs should be taken to advise building occupants of wet and/or slippery floor conditions. All tools and equipment should be maintained in clean condition at all times and neatly stored each night in the assigned storage area/rooms. All buckets used for cleaning will be emptied and cleaned at the end of each shift. Cleaning of hard floor services should be done to prevent damage or disfigurement of furniture, doors, or trim.
- 3.7.3 Dusting – General: When dusting, dust should not be allowed to fall from high areas onto furniture and equipment below. After the completion of each dusting task, there should be no dust streaks and all corners, crevices, molding and ledges should be free of all dusts. Any items moved during dusting should be returned to its original position.
- 3.7.4 Clean Up: Citizens will provide dumpster facility for normal trash (compactor at loading dock in Jacksonville). The Vendor should collect and remove all surplus, discarded materials and any other trash that is not considered normal trash/waste to a proper dumpsite. No separate payment will be made for removal, disposal, or cleanup, but all costs thereof must be included in the unit prices shown on Attachment A, Price Sheet. See also Section 3.3.13, Proper Disposal of Spent or Used Products.
- 3.7.5 Notification of Damage and Repair: The Vendor will report to the Facilities Manager or designee, in writing, any damages to the facilities as a result of the Vendor's operations. The notification will be completed by the next business day and include, at a minimum, the type of damage, location, time and date of occurrence. The Vendor further agrees to repair or replace, to the satisfaction of the Facilities Manager, any surfaces, fixtures, or furnishings or other property damaged by the service employee while on the premises.
- 3.7.6 Quality Control: It is the responsibility of the on-site supervisor to conduct a nightly inspection of the required services to ensure all areas of responsibility are performed. Any special requests or areas requiring specific cleaning not performed by day porter services will be requested through a work order system implemented between the awarded Vendor and the Facility Manager. In addition, quality control will be addressed in periodic meetings between Vendor and Facility Manager and/or designee. See Section 3.2.1.
- 3.7.7 Emergency Building and Maintenance Problems: The Facilities Manager, or other designee, will be the primary point of contact in case of an emergency. In addition, on-site security guards are available for assistance. If at any point an emergency requires janitorial staff to call 911, then they must also notify the on-site security guard and the appropriate Facility Manager as soon as possible. In the event of a building or maintenance problem, the Citizens Facility Manager or designee should be notified immediately. Citizens' on-call staff for each site will be provided to the Vendor. Additionally, the Vendor should report to the Facility Manager at each site any items in need of repair that is not as a result of Vendor's

services. (e.g., plumbing in restrooms).

- 3.8. Supplies, Inventory and Equipment. Vendor is responsible for providing and maintaining all Vendor owned equipment used in the performance of this Contract. The Vendor must furnish all cleaning supplies, paper products and consumables necessary to perform janitorial services needed throughout each facility in all areas. Upon request, product samples, should be made readily available for review and approval by the Facility Manager. All supplies and chemicals must be green, environmentally friendly and nationally recognized in the janitorial profession. All supplies and chemicals are subject to Citizens approval prior to the start of services. Supplies may include but are not limited to: paper towels, toilet paper, toilet seat covers, air freshener, garbage bags, receptacle liners, disinfectant, hand sanitizer/foam for restrooms, toilet cleaning products and mild antibacterial non-scented foam hand soap.

In the event that additional supplies / materials are required within the scope of providing Janitorial services and that are not listed above, Citizens retains the ability to compensate the Vendor for the cost of any additional supplies/materials required/requested by Citizens, above and beyond what is currently required after the start of the Contract.

Vendor should submit a list of all cleaning chemicals, with MSDS, at the Pre-Service Conference. Label data must be transferred to smaller containers and spray bottles to ensure personnel safety and proper use, per 29 CFR 1910.1200.

All restroom dispensers are installed and established in each Facility. Vendors should plan to use all existing dispensers; however, Citizens is open to alternate dispensers if provided by Vendor at no cost and mutually agreed upon in writing, through the solicitation process. Citizens is responsible for replacing any dispensers.

The Vendor will use cleaning supplies in accordance with the manufacturers' instructions. Germicidal disinfectants will be certified, U.S. Environmental Protection Agency (EPA) registered, hospital-strength quaternary ammonium-type disinfectant effective against the HIV and TB viruses. Vendor will only use sodium hydrochloride (bleach), abrasive cleaners or other acids, except phosphoric acid cleaner when necessary and approved by a Citizens representative. All other cleaners must be industry-standard environmentally friendly/green products, with low flammability and low toxicity. No flammable products, including gasoline, may be stored in the Facility. Any additional costs incurred resulting from these requirements will be the sole responsibility of the Vendor.

- 3.8.1 Inventory Levels: The Vendor is responsible for providing a minimum one week inventory supply on hand at the location of the services provided. Storage area will be provided by Citizens and identified during the site visit at each location.
- 3.8.2 Waste Minimization Programs: The U.S. Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP) require the minimization of waste by the use of water-soluble materials. Vendor is expected to utilize to the extent feasible the use of water-soluble products that are available.

3.9. Additional Requirements.

3.9.1 Professional Requirements: Vendor must be registered to conduct business in the State of Florida.

3.9.2 Insurance Requirements: During the term of this Agreement, Vendor agrees to maintain at its sole expense, the following insurance purchased from an insurer licensed to transact business in the state of Florida:

3.9.2.1 Workers' Compensation policy which provides coverage to Vendor's employees, regardless of the state of hire, in at least the minimum statutory limits required by the state of Florida, and Employers' Liability with limits of \$1,000,000;

3.9.2.2 Commercial General Liability with minimum limits of \$1,000,000 per occurrence (to include contractual liability on a blanket basis for liability assumed hereunder) and \$2,000,000 in the aggregate;

3.9.2.3 Hired and non-owned automobile Liability with combined single limits of not less than \$1,000,000 per accident;

3.9.2.4 Excess liability insurance with minimum limits of \$1,000,000 in the aggregate; and

3.9.2.5 Janitorial Services Bond in the amount of \$100,000.

A certificate of insurance satisfactory to Citizens and evidencing the above coverage must be presented to Citizens at least five (5) business days prior to start of services and subsequent certificates prior to their expiration. Vendor further agrees that it will maintain insurance to cover any indemnity obligation that it has assumed under this Contract. All policies of insurance referenced herein will be primary and will include Citizens as an additional insured with the exception of Workers' Compensation. Vendor shall provide copies of its policies upon request by Citizens. All policies will include provisions that the insurers waive the rights of recovery or subrogation against Citizens. Citizens shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any of the aforementioned insurance policies. The payment of such deductible shall be the sole responsibility of the Vendor.

Specific to the EverBank Center Building in Jacksonville only, the landlord has the following insurance requirements:

Vendor must name Amkin as an additional insured under Vendor's Commercial General Liability and Automobile Liability policies as follows:

Additional Insured Parties: *Vendor's Commercial General Liability and Automobile Liability policies will name Citizens, Amkin West Bay, LLC and Amkin Management, LLC, their affiliates and/or successors, as additional insured, but only with respect to and to the extent of Vendor's negligence in the performance of the services, and to the extent of minimum insurance limits required hereunder of:*

Commercial General Liability per occurrence limit of \$2,000,000

Automobile Liability Insurance limit of \$2,000,000.

Completed coverage and contracted products of \$1,000,000

- 3.9.3 Employees, Subcontractors, and Agents: All employees, subcontractors, or agents performing work under the subsequent Contract must comply with all security and administrative requirements of Citizens and should comply with all controlling laws and regulations relevant to the services they are providing under the Contract.
- 3.9.4 Special Permits, License & Product Notifications: The Vendor is responsible for obtaining any necessary licenses and permits prior to start of services and throughout the term of the subsequent Contract.
- 3.9.5 Periodic Meetings with Facility Manager: Within fifteen (15) calendar days following the effective date of the subsequent Contract, the Vendor and the Facility Manager will mutually determine an appropriate set of periodic meetings to be held between Citizens and the Vendor to ensure quality control and satisfaction of the performance of services. The Vendor will not be entitled to additional compensation for meeting preparation or attendance.
- 3.10. Temporary Suspension of Services. Citizens may, in its sole discretion, temporarily suspend all or certain portions of the Services at any time by providing written notice to Vendor. Upon receiving a suspension notice, Vendor shall cease performing the Services in accordance with the suspension notice. Within ninety (90) days after Citizens provides the suspension notice, or any longer period agreed to by Vendor, Citizens shall either: (a) issue a notice authorizing resumption of the Services, at which time the Services shall resume; or, (b) exercise its right under Section 11.1 to terminate this Agreement without cause. Nothing in this Section allows Citizens to withhold or delay any payment for Services satisfactorily performed prior to the suspension. However, Vendor shall not be entitled to any additional compensation for the suspension of Services.
- 3.11. Pre-Assignment Background Screening. Except as specifically exempted in this Contract, and in addition to any Background Screening, as detailed below in Section 3.12, which will be required by the Vendor as a condition of employment, the Vendor warrants that it will conduct, prior to Access, a background screening of, or ensure that such a screening is conducted for any Vendor Staff, whether natural or legal status, with Access as a result of Vendor having Access, including each of its employees, subcontractors, subcontractor personnel, independent contractors, leased employees, volunteers, licensees or other Vendor Staff.
- The Vendor is responsible for any and all costs and expenses in obtaining and maintaining the background screening information for each Vendor Staff described above. The Vendor shall maintain a copy of the documentation of the background screening completed on each Vendor Staff. The Vendor shall abide by all applicable laws, rules and regulations including, but not limited to the Fair Credit Reporting Act and/or any equal opportunity laws, rules, regulations or ordinances.
- 3.12. Background Screening Requirements. The minimum background check process shall include:
- 3.12.1. A check of the following through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

- 3.12.1.1. Social Security Number Trace; and
- 3.12.1.2. Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available).
- 3.12.2. Before allowing Access, if it is determined that a Vendor Staff has a criminal "Conviction" (misdemeanor or felony) regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last ten (10) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Vendor is required to not allow that individual Access until the requirements of Section 3.3.2 have been met. The Potentially Disqualifying Offenses are crimes (in any jurisdiction within and/ or outside of the United States of America) where the nature of the criminal activity is such that a reasonable Vendor would agree that the Vendor Staff's employment would create a risk of injury, loss, or damage to people and/or property of Citizens. Examples of these types of Potentially Disqualifying Offenses or crimes include, but may not be limited to, the following:
 - 3.12.2.1. All Felony Convictions;
 - 3.12.2.2. Burglary/Robbery;
 - 3.12.2.3. Aggravated assault;
 - 3.12.2.4. Sexual Battery;
 - 3.12.2.5. Kidnapping/False imprisonment;
 - 3.12.2.6. Identity theft;
 - 3.12.2.7. Murder/Manslaughter/Theft;
 - 3.12.2.8. All misdemeanor Convictions involving intentional injury or loss, to person or property;
 - 3.12.2.9. All misdemeanor Convictions involving endangerment to others while under the influence of alcohol or other substances; and
- 3.12.3. If the Vendor finds a Potentially Disqualifying Offense for a Vendor Staff within the last ten (10) years from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Vendor Staff should have Access. The Vendor shall consider the following factors in making the determination: a.) nature and gravity of the offense, b.) the amount of time that lapsed since the offense, c.) the rehabilitation efforts of the Vendor Staff, and d.) relevancy of the offense to the Vendor Staff's Access. During the process of collecting the information and making a decision, the Vendor shall not allow the Vendor Staff to have Access until the Citizens' Contract Manager, as identified in Section 10.2, concurs with the decision to allow Access.
- 3.12.4. The Vendor shall ensure that all Vendor Staff(s) on Assignment have a responsibility to self-report to the Vendor, within three (3) calendar days, any criminal activity of a nature that a reasonable Vendor would agree that the Vendor Staff's continued employment would create a risk of injury, loss, or damage to people and/or property of Citizens. The Vendor shall notify the Contract Manager, within twenty-four (24) hours of receipt of knowledge

of any Potentially Disqualifying Offense and all details concerning any report of same. The Vendor shall immediately assess whether to disallow that Vendor Staff access until such time as the criminal activity is no longer pending. The Vendor shall consider the following factors in making the determination: a.) the nature and gravity of the offense and, b.) the relevancy of the offense to the Vendor Staff's Direct or Indirect Access.

3.12.5. The Vendor shall ensure that all Vendor Staff(s) on Assignment have a responsibility to self-report within three (3) calendar days to the Vendor any updated court disposition of any Potentially Disqualifying Offense regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Vendor shall immediately reassess whether to disallow that Vendor Staff Access. Additionally, the Vendor shall require that the Vendor Staff complete an annual certification that they have not received any additional criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) and shall maintain that certification in the employment file.

3.12.6. The Vendor is required to submit a written report to Citizens within fifteen (15) days from the end of each month listing those Vendor Staff who have been screened, those Vendor Staff(s) with documented criminal activity such that a reasonable Vendor would agree that the Vendor Staff's employment would create a risk of injury, loss, or damage to people and/or property of Citizens who have been removed from having Access, and those Vendor Staff with adjudications for Potentially Disqualifying Offenses that the Vendor has allowed to continue having Access through the process described in 3.12.2 above. The monthly reporting by the Vendor shall at a minimum include the following:

- name of the Vendor Staff;
- the title of the Vendor Staff position;
- a description of the job;
- the name of and date of the Potentially Disqualifying Offense;
- whether or not the Vendor Staff continues to have Access (see Section 3.12.2 above)
- if the Vendor Staff continues to have Access, the reason for that decision.

The Vendor shall also include in the monthly report a list of those Vendor Staff(s) who have reported criminal activity such that a reasonable Vendor would agree that the Vendor Staff's employment would create a risk of injury, loss, or damage to people and/or property of Citizens as well as providing an update on the status of the court's proceedings and ultimate disposition for all Vendor Staff included on the monthly report.

3.12.7. During a Catastrophic event, Citizens may, at its sole discretion, allow a Vendor Staff to begin an Assignment while the results of the background screening are still pending. However, if the background investigation results are obtained and do not meet Citizens' minimum requirements, Citizens reserves the right to require the Vendor to immediately remove the Vendor Staff and Vendor may be required to provide an immediate replacement Vendor Staff.

4. Service Warranties and Standards.

- 4.1. General Warranty. Vendor warrants that the Services will be performed and delivered in a professional, first-class manner in accordance with this Agreement and the standards prevailing in the industry. To this end, Vendor will undertake the following actions without additional consideration during the term of this Agreement and for one (1) year thereafter: (a) promptly make necessary revisions or corrections to resolve any errors and omissions on the part of Vendor; and, (b) confer with Citizens as Citizens deems appropriate for the purpose of interpreting any of the Services or information furnished. Acceptance of or payment for the Services by Citizens shall not relieve Vendor of these responsibilities. The warranties and covenants in this Section will extend to and bind Vendor's subcontractors, if any.
- 4.2. Ability to Perform. As of the Effective Date, Vendor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Vendor's ability to perform the Services or satisfy its contractual obligations. During the term of this Agreement, Vendor shall notify Citizens of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its contractual obligations.
- 4.3. Monitoring of Performance. Vendor shall continuously monitor and record its performance to ensure that all of Vendor's responsibilities and obligations hereunder are being met and fulfilled. Citizens may conduct programmatic and other administrative contract monitoring during the term of this Agreement. The purpose of this monitoring is to ensure that all of Vendor's responsibilities and obligations are being met and fulfilled. Such monitoring may include on-site visits, report reviews, invoice reviews, compliance reviews, and a review of any other areas reasonably necessary.
- 4.4. Trained and Qualified Vendor Staff. Vendor warrants that all Vendor Staff shall be properly trained and qualified. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualification. All Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling laws and regulations relevant to the Services.
- 4.4.1. Removal and Replacement of Vendor Staff. Without limiting Citizens' other rights and remedies under this Agreement, including suspension of Services and termination of this Agreement, where any Vendor Staff fails to comport to any of the training or qualification requirements in this Agreement or, in Citizens' determination, is unsuitable for the performance of the Services, Citizens has the right, at Citizens' sole election, to disallow such Vendor Staff from performing the Services. Upon Citizens' request, Vendor shall promptly provide qualified replacement Vendor Staff reasonably acceptable to Citizens.
- 4.5. Service Level Standards.
- 4.5.1. Description. In addition to all other requirements of this Agreement, Vendor shall use reasonable and good faith efforts to meet the Service Level Standards, which are defined as both (i) Vendor's monthly report of its compliance with the following Services; Service Requirements as outlined within Section 3.5, Day Porter Service Requirements as outlined

within Section 3.6, Cleaning Standards as outlined within Section 3.7, and Supplies as outlined within Section 3.9 of this Agreement, and (ii) Vendor reporting its compliance with the Background Screening Requirements contained within Section 3.11 and 3.12 of this Agreement. Together these two groups of reporting Deliverables encompass the Service Level Standards. Both of these reporting requirements are also found within Section 5, Deliverables of this Agreement.

- 4.5.2. Service Level Standards Reporting. Listed as a Deliverable within Section 5 of this Agreement, are Quality Assurance Checks. For each Business Day in which Services are performed by Vendor, Vendor's on-site supervisors (3.2.1) shall complete a report, which shall be provided to the Citizens' Facility Manager (via email or other mutually agreed method) upon request verifying the thoroughness and cleanliness of the facility in compliance with the Service Requirements as outlined within this Agreement. On a monthly basis, in arrears and no later than the fifteenth (15th) calendar day of the month following the reporting month, Vendor shall provide a monthly written report (via email or other mutually agreed method) to Citizens describing the performance of the Services as compared to the Services as outlined within Section 3 of this Agreement. The monthly written report shall be in a form agreed to by Citizens and contain no less than the following information: (a) actual performance compared to the Service Requirements; (b) the cause or basis for not meeting the Service Requirement; (c) the specific remedial actions Vendor has undertaken or will undertake to ensure that the Service Requirement will be subsequently achieved; (d) any Service Credit due to Citizens; and, (e) if requested, a rolling six-month Service Requirement trend report for any individual Service Requirement. Vendor and Citizens will meet as often as reasonably requested by Citizens, but no less than monthly, to review Vendor's performance as it relates to the Service Requirements. Vendor shall, without charge, make Citizens' historical Service Requirements reports available to Citizens upon request.

The second Deliverable, listed in Section 5, which forms the basis of the Service Level Standards, is the timely reporting of the Background Checks required under Sections 3.11 and 3.12 of this Agreement. The specifics of this reporting is detailed under Section 3.12.6 of this Agreement.

- 4.5.3. Failure to Meet Service Level Standards. Time is of the essence in meeting the Service Level Standards. If Vendor does not meet a Service Level Standard, in addition to any other remedy allowed by law, Vendor shall issue the applicable Financial Consequence under Section 5 of this Agreement. The Financial Consequences will be issued on Vendor's next invoice to Citizens for the Services. The Financial Consequences are intended only to cover the diminished value of a Service that is delivered to Citizens. The acceptance of a Financial Consequence does not waive Citizens' right to pursue other remedial actions or claims under this Agreement. To the extent the underlying acts or omissions constitute an event of default under another Section of this Agreement, Citizens may declare an event of default under that section. Notwithstanding the

issuance of a Financial Consequence, Vendor will use its best efforts to minimize the impact or duration of any outage, interruption or degradation of Service. In no case shall Citizens be required to notify Vendor that a Financial Consequence is due as a condition of payment of the same.

4.5.4. Termination for Repeated Failures. Citizens shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Vendor fails to meet any Service Level Standard for four (4) months out of any rolling twelve (12) month period.

4.5.5. Temporary Suspension of Service Level Standards. Vendor will be excused for failing to meet any Service Level Standard if and to the extent such failure is excused under Section 15.16. Vendor shall advise Citizens in writing as soon as possible of any circumstance or occurrence which would excuse or affect Vendor's ability to achieve any of the Service Level Standards. In all such cases, Vendor will continue to make all reasonable efforts to achieve the Service Level Standards. Suspension of a Service Level Standard shall not excuse Vendor from accumulating data relevant to that Service Level Standard and reporting such data to Citizens as part of the reports required herein.

4.5.6. Audits. No more than quarterly, Citizens or Citizens' agent shall have the right to audit Vendor's books, records, server logs and other measurement and auditing tools to verify Service Level Standard achievement and to determine correct payment of any Financial Consequence. Where it is determined that any Financial Consequence was due to Citizens but not paid, Vendor shall immediately owe to Citizens the applicable Financial Consequence.

5. Deliverables and Work Product.

5.1. Deliverables. Each Deliverable must be delivered by Vendor to Citizens in the time and manner specified in this Agreement. Failure to do so will entitle Citizens to: (a) withhold any payment associated with the Deliverable until such delivery is made; and / or, (b) terminate this Agreement for cause in accordance with the notice and cure provisions set forth in Section 12.2 below.

In addition, the following financial consequences shall apply if the Vendor fails to deliver the following Deliverables as specified in this Agreement.

Deliverable	Description	Due Date	Financial Consequences if not met
Supplies List	Vendor must submit a list of all cleaning chemicals, with MSDS, at the Pre-Service Conference and continuously as modifications are made.	At the Pre-Service Conference and on-going throughout the life of the Agreement.	A service credit of 1% will be deducted from the monthly invoice if this supporting documentation is not received timely, with or

			before receipt of the invoice.
Background Checks	The Vendor is required to submit a written report to Citizens within fifteen (15) days from the end of each month listing those Vendor Staff who have been screened	As outlined within Section 3.12.6.	A service credit of 5% will be deducted from the monthly invoice if this supporting documentation is not received timely.
Employee Roster	Vendor's employee roster of approved employees prior to the start of services to the Facility	Prior to the start of services and as staff changes are made. See Section 3.2.5, Employee Roster.	A service credit of 1% will be deducted from the monthly invoice if this supporting documentation is not received timely, with or before receipt of the invoice.
Hazardous Materials Emergency Response Training Documents	See Section 3.2.3, Training.	At least seven (7) business days prior to start of services and as staff changes are made	A service credit of 1% will be deducted from the monthly invoice if this supporting documentation is not received timely, with or before receipt of the invoice.
Quality Assurance Checks	On a nightly basis, the on-site supervisor will verify thoroughness and cleanliness of the facilities after each service prior to dismissal of Vendor personnel for the evening services being performed. This then forms the basis of the required monthly written report.	Monthly (Please see Section 4.5)	A service credit of 1% will be deducted from the monthly invoice if this supporting documentation is not received timely upon request, with or before receipt of the invoice.
Certificate of Insurance	See Section 3.9.2, Insurance Requirements.	At least five (5) business days prior to start of services.	N/A

The Citizen's Contract Manager or designee can waive financial consequences, upon recommendation of the Citizens Contract Manager, if extenuating circumstances exist.

5.2. Title to Work Product. With the exception of the Pre-Existing Materials described in Section 5.3, Citizens will have all right, title and interest in and to each Work Product and

any derivative works relating thereto (including ownership of copyrights). The use of these Work Products in any manner by Citizens shall not support any claim by Vendor for additional compensation. Each Work Product, and any portion thereof, shall be a "work made for hire" for Citizens pursuant to federal copyright laws. To the extent any of the Work Product is not deemed a work made for hire by operation of law, Vendor hereby irrevocably assigns, transfers, and conveys to Citizens, or its designee, without further consideration all of its right, title, and interest in such Work Product, including all rights of patent, copyright, trade secret, trademark, or other proprietary rights in such materials. Vendor acknowledges that Citizens shall have the right to obtain and hold in its own name any intellectual property right in and to the Work Product. Vendor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Citizens may reasonably request, to perfect or evidence Citizens' ownership of the Work Product. This Section shall survive the termination of this Agreement.

5.3. Pre-Existing Materials.

- 5.3.1. Citizens acknowledges that, in the course of performing the Services, Vendor may use materials, software, reports, routines, language, instructions, methods, techniques, trade secrets, patents or copyrights that have been previously developed by Vendor or by third parties (collectively, the "Pre-Existing Materials"), and that such Pre-Existing Materials shall remain the sole and exclusive property of Vendor or the third parties. Where Vendor seeks to embody Pre-Existing Materials in the Work Product, Vendor must first obtain written approval from Citizens.
- 5.3.2. If and to the extent any Pre-Existing Materials of Vendor are embodied or reflected in the Work Product, Vendor hereby grants to Citizens the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to: (a) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such Pre-existing Materials and any derivative works thereof for Citizens' internal business purposes only; and, (b) authorize others to do any or all of the foregoing for Citizens' internal business purposes only.
- 5.3.3. If and to the extent any Pre-Existing Materials of third parties are embodied or reflected in the Work Product, Vendor shall secure for Citizens an irrevocable, perpetual, non-exclusive, worldwide, royalty-free and fully paid-up right to use, execute, display, and perform such Pre-Existing Materials. Vendor shall secure such right at its expense and prior to incorporating any such Pre-Existing Materials into any Work Product, and such right must include, if practicable, a right to: (a) copy, modify, and create derivative works based upon such Pre-Existing Materials; and, (b) sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider of Citizens. This Section does not apply to standard office software (e.g., Microsoft Office).
- 5.3.4. The provisions of this Section shall survive the termination of this Agreement.

6. Changes.

- 6.1. Citizens may unilaterally require changes altering, adding to, or deducting from the Services (each, a "Change"), provided that a Change is within the general scope

of this Agreement. Citizens will make an equitable adjustment in this Agreement price or delivery date if a Change materially affects the cost or time of performance of the Services. Such equitable adjustments require the written consent of Vendor, which consent shall not be unreasonably withheld, delayed or conditioned. The Parties will cooperate in good faith to determine the scope and nature of a Change, the availability of Vendor Staff, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

- 6.2. A Change resulting in an increase or decrease to the Agreement price or the scope of Services must be evidenced by a formal amendment to this Agreement. All other changes shall be evidenced by either a writing signed by the Contract Manager or designee of each Party or a formal amendment to this Agreement.

7. Acceptance.

- 7.1. Acceptance Period. For all Services provided under this Agreement, Vendor grants to Citizens a thirty (30) day acceptance period ("Acceptance Period") commencing on the date completed Services are delivered to Citizens. Citizens shall have the right to reject the Services, in whole or in part, during the Acceptance Period for Vendor's failure to meet the specifications associated with the delivered Services, with such determination to be made in Citizens' reasonable judgment. At the end of the Acceptance Period, if Citizens has not rejected the Services, the Services shall be deemed to be accepted by Citizens; provided, however, that Citizens' acceptance of the Services shall not be deemed a waiver of any of Citizens' warranty rights as expressly provided in this Agreement.
- 7.2. Opportunity to Cure. Upon being advised of Citizens' rejection of Services within the Acceptance Period, Vendor shall have thirty (30) days to cure any deficiency identified by Citizens. In the event Vendor is unable to cure said deficiency within this thirty (30) day period, Citizens may, in its sole discretion, terminate this Agreement in whole or in part for cause and pursue such other rights and remedies allowable in law or equity. This thirty (30) day cure period applies only to the failure to deliver Services as specified in this Agreement and is a limited exception to the general cure period set forth in Section 11.2.
- 7.3. Corrective Action Plan. At any stage during the thirty (30) day cure period provided above or whenever Citizens identifies a deficiency in Vendor's performance of this Agreement, Citizens may require Vendor to take the following actions: (a) perform a cause analysis to identify the cause of the deficiency; (b) provide a written plan (the "Corrective Action Plan") detailing the cause of, and procedure for, correcting such deficiency (Citizens will be afforded the time necessary to review and approve the proposed Corrective Action Plan or require Vendor to make revisions); (c) implement the Corrective Action Plan as approved by Citizens; and, (d) provide Citizens with satisfactory assurance that such deficiency will not reoccur following the implementation of the Corrective Action Plan. In the case of a deficiency identified by Citizens during an Acceptance Period, completion of the cause analysis and implementation of the Corrective Action Plan by Vendor must occur before the end of the thirty (30) day cure period provided above, unless otherwise agreed to by Citizens in its sole discretion.

8. Compensation.

- 8.1. Maximum Compensation. Citizens' obligation to pay Vendor for all Services and reimbursable expense under this Agreement shall not exceed a total dollar amount of **[\$DOLLAR AMOUNT TBD]**. Notwithstanding the foregoing, in the event of a

State of Florida or federal government declared emergency or catastrophe, Citizens may authorize the purchase of Services in excess of the maximum compensation set forth in this Section. Vendor acknowledges and agrees that the Services provided during such declared emergency or catastrophe will be paid at the same rates set forth in this Agreement.

- 8.2. Compensation Schedule. Vendor will be paid on a monthly basis for the Services accepted by Citizens in the preceding month according to Attachment A, Price Sheet.
- 8.3. Vacancy Credits. Citizens Facility Managers, or their designee, will provide the Vendor with documentation to support the vacancy credit amount sought on or by a mutually agreed upon date each month so the Vendor can in turn provide an accurate invoice. This documentation may include .pdf copies of facility drawings highlighting vacant spaces and a corresponding spreadsheet document, and/or other documentation as mutually agreed upon.
- 8.4. Invoices. Vendor must timely submit all requests for compensation for Services or expenses, where permitted, in sufficient detail for a pre- or post-audit. Vendor shall also submit a copy, marked as duplicate, of the original, legible, signed, dated, page-numbered invoice to Citizens' Contract Manager or designee.

All invoices must be submitted to Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 on a monthly basis and must include, at a minimum, the following:

- Agreement/Contract number, if applicable;
- Purchase Order number, if applicable;
- Vendor's name and address;
- Vendor's Federal Employment Identification Number;
- Itemized Services for which compensation is being sought;
- Services period;
- Service location;
- Invoice date;
- Citizens' Contract Manager's name

Citizens may require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under this Agreement and Vendor agrees that it will provide such information as reasonably requested by Citizens. Payment shall be due net thirty (30) days of Citizens' actual receipt of a complete and undisputed invoice. Where Citizens submits payment to Vendor net ten (10) days of Citizens' actual receipt of a complete and undisputed invoice, Citizens shall be entitled to reduce the invoiced amount by two-percent (2%) in consideration of Citizens' early payment. Where a submitted invoice is incomplete, such as not containing the information described in this Section, Citizens will return the incomplete invoice to Vendor for correction within thirty (30) days of Citizens' actual receipt of such invoice. Where Citizens reasonably disputes any part of a complete invoice, such as the amount of the compensation request, Citizens shall pay any undisputed portion of the invoiced amount within (30) days of Citizens' actual receipt of the complete invoice and will describe the basis for the disputed portion of the invoiced amount. Where Vendor disagrees with Citizens dispute of any invoice, the Parties shall seek to resolve the dispute in accordance with the Dispute Resolution Process further described in this Agreement. In no case shall Citizens be subject to late payment interest charges where Vendor has submitted

an incomplete invoice or where Citizens has reasonably disputed an invoice. Where Vendor fails to submit an invoice within twelve (12) calendar months of the Services for which compensation is being requested, Vendor acknowledges and agrees that any payment due for such Services is forfeited by Vendor for its failure to timely submit an invoice.

- 8.5. Travel-related Expenses. Citizens will not reimburse Vendor for travel-related expenses.
- 8.6. No Additional Charges. Except for the compensation described in the Compensation Schedule and travel-related expenses, if permitted, Citizens shall not be billed for or be obligated to pay to Vendor any charges, expenses, or other amounts for the Services or otherwise.
- 8.7. Offsets and Credits. Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) days following Citizens' request.
- 8.8. Taxes. Citizens is a State of Florida, legislatively created, governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Vendor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Vendor agrees that Citizens is not responsible to collect or withhold any federal, state, or local employment taxes, including personal property tax, income tax withholding, and social security contributions, for Vendor or Vendor Staff. Any and all taxes, interest or penalties, including personal property tax or any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Vendor or, if assessed against and paid by Citizens, shall be immediately reimbursed by Vendor upon demand by Citizens.

9. Indemnification.

- 9.1 Indemnification. Vendor shall be fully liable for the actions of Vendor Staff and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents and employees (each, an "Indemnatee" and collectively, the "Indemnitees") from suits, actions, damages, liabilities, demands, claims, fines, penalties, fees, and costs of every name and description (collectively, "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from an Indemnatee arising out of or relating to any act, error or omission, or misconduct of Vendor or Vendor Staff during the performance of this Agreement. The foregoing obligation applies, without limitation, to Claims arising out of or relating to: (a) a violation of federal, state, local, international, or other laws or regulations for the protection of persons or members of a protected class or category of persons; (b) sexual discrimination or harassment based upon any protected characteristic; (c) bodily injury (including death) or damage to tangible personal or real property; (d) breaches of any representations made by Vendor under this Agreement; (e) any claim that any Work Product violates or infringes upon a trademark, copyright, patent, trade secret or intellectual property right; or, (f) Vendor's failure to timely forward a public records request to Citizens for handling.

9.1.1 Vendor's obligations of indemnification with respect to any Claim are

contingent upon Citizens (or other Indemnitee) providing Vendor: (a) written notice of the Claim; (b) the opportunity to settle or defend against the Claim at Vendor's sole expense; and, (c) assistance in defending against or settling the Claim at Vendor's sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred or made by an Indemnitee in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld.

- 9.1.2 Notwithstanding anything in this Agreement to the contrary, Vendor shall not indemnify for that portion of a Claim proximately caused by: (a) a negligent act or omission of an Indemnitee; or, (b) an Indemnitee's misuse or modification of the Service or Work Product.
- 9.1.3 The obligations in this Section are separate and apart from, and in no way limit Citizens' rights under any insurance provided by Vendor pursuant to this Agreement or otherwise.
- 9.1.4 The provisions of this Section shall survive the termination of this Agreement.

10. Contract Administration.

- 10.1 Contract Administrator. Citizens shall name a Contract Administrator during the term of this Agreement whose responsibility shall be to maintain this Agreement. All legal notices and contractual documents shall be sent to the Contract Administrator in addition to the Citizens Contract Manager named below. As of the Effective Date, the Contract Administrator is:

Lori Newman, Vendor Management Office
301 West Bay Street, Suite 1300
Jacksonville, Florida 32202
(904) 407-0225
Lori.Newman@citizensfla.com

Citizens shall provide written notice to Vendor of any changes to the Contract Administrator; such changes shall not be deemed Agreement amendments.

- 10.2 Contract Managers. Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Agreement. As of the Effective Date, Citizens' and Vendor's Contract Managers are as follows:

Citizens' Contract Manager

Name

Department

Citizens Property Insurance

Address

City, State Zip

Phone

Email

Vendor's Contract Manager

Name

Company Name
Address
City, State Zip
Phone
Email

Vendor shall provide written notice to Citizens of any changes to the Contract Manager; such changes shall not be deemed Agreement amendments.

11. Agreement Termination; Transition Assistance.

- 11.1 Termination without Cause. By thirty (30) days advance written notice, Citizens may terminate this Agreement in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of this Agreement will be thirty (30) days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). Where Citizens elects to terminate this Agreement in part, Vendor shall continue to provide Services on any portion of the Agreement not terminated. Vendor shall be entitled to payment for Services satisfactorily performed through the Termination Date but shall not be entitled to recover any cancellation charges or damages, including lost profits or reliance damages. Vendor shall not have a reciprocal right to terminate without cause; it being understood that Citizens' payment for Services forms the consideration for Vendor not having this right. In the event of Citizens' termination without cause, Citizens, at Citizens' sole election, may also require Vendor to provide the Transition Assistance as further described in this Agreement.
- 11.2 Termination for Cause. Either Party may terminate this Agreement if the other Party fails to honor its material obligations under this Agreement. Unless otherwise provided herein, before terminating this Agreement, the Party that believes the other Party is failing to perform this Agreement shall notify the other Party, in writing, of the nature of the failure to perform and provide a reasonable time certain for correcting the failure (such time should not generally be less than ten (10) days from receipt of the notice). If the other Party does not correct its failure to perform within the time provided, and its failure is not legally excusable, the Party claiming failure to perform may thereafter notify the other Party, in writing, that it considers the other Party in default and may terminate this Agreement and pursue any remedies allowed in law or equity. Instead of terminating this Agreement in whole, Citizens may elect to terminate this Agreement in part, in which case Vendor shall continue to provide Services on any portion of the Agreement not terminated. If after termination it is determined that Vendor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued without cause under Section 11.1.
- 11.3 Transition Assistance. At any time prior to the date this Agreement expires or terminates for any reason (either, the "Termination Date"), Citizens may request Vendor to provide transition assistance services ("Transition Assistance"). Vendor shall provide such Transition Assistance until Citizens notifies Vendor that Citizens no longer requires such Transition Assistance, which shall in no event be more than one-hundred and eighty (180) days or other specified period following the Termination Date.

- 11.3.1 Transition Assistance shall mean any transition services, functions, or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a vendor are fully transitioned in a smooth and efficient manner to the purchaser or to a successor vendor. Transition Assistance includes the development and implementation of a detailed transition plan, if requested. To the extent the Transition Assistance will involve a successor vendor, Vendor agrees that it will cooperate with such successor vendor. As reasonably required by Vendor, Citizens shall cause any successor vendor to execute Vendor's non-disclosure agreement.
- 11.3.2 Transition Assistance rendered before the Termination Date shall be provided at no additional cost to Citizens. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the Parties prior to the rendering of the post-termination Transition Assistance, which rates shall not exceed the standard market rates Vendor charges to government entities for comparable services; provided however, that if Citizens terminates this Agreement because of a breach by Vendor, then the post-termination Transition Assistance shall be provided at no cost to Citizens. Vendor may withhold Transition Assistance after the Termination Date if Citizens does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Vendor.

12. Disputes.

- 12.1 Dispute Resolution Process. Vendor acknowledges that Citizens is not an agency for purposes of the Florida Administrative Procedure Act, Chapter 120, Florida Statutes. Prior to commencing any litigation relating to this Agreement, the Parties agree that they will attempt to resolve any dispute through non-binding mediation. The Parties agree that, if a disagreement arises as to the terms or enforcement of any provision of this Agreement, each Party shall in good faith attempt to resolve the disagreement prior to the filing of a lawsuit or commencing a legal action. Vendor acknowledges that any dispute or disagreement under this Agreement relating to Citizens Confidential Information shall not be subject to the foregoing dispute resolution process.
- 12.2 Jurisdiction and Venue; Waiver of Jury Trial. This Agreement shall be deemed to have been made in the State of Florida and shall be subject to, and governed by, the laws of the State of Florida, and no doctrine of choice of law shall be used to apply any law other than that of the State of Florida. Each Party hereby irrevocably consents and submits to the exclusive jurisdiction of the Circuit Court of Leon County, Florida, for all purposes under this Agreement, and waives any defense to the assertion of such jurisdiction based on inconvenient forum or lack of personal jurisdiction. The Parties also agree to waive any right to jury trial.
- 12.3 The provisions of this Section shall survive the termination of this Agreement.

13. Records; Audits.

- 13.1 Vendor's Records. Vendor shall retain all records relating to this Agreement for the longer of: (a) three (3) years after the termination of this Agreement; or, (b) the period required by the General Records Schedules maintained by Citizens' Records Management. Citizens' follows the GS1-SL state schedule for records

retention.

13.2 Right to Audit Records. Citizens, as required by law shall have reasonable access to the Vendors facilities and the right to review and audit any of Vendor's records related solely to this Agreement, upon written notice to Vendor of at least three (3) business days. Vendor shall not unreasonably delay or inhibit Citizens' right to audit as set forth in this Section. The Vendor shall cooperate with auditor(s), providing requested documentation in a timely manner (preferably within five (5) business days). Vendor must resolve any deficiencies discovered during the audit within ninety (90) calendar days from being reported. Citizens may extend the response time period in its sole discretion. Citizens has the right to conduct follow-up audit procedures to assess Vendor's corrective action(s). Any entity performing auditing services pursuant to this Section shall execute a non-disclosure agreement with regard to Vendor's proprietary information, unless precluded from doing so by law. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor's compliance with this Agreement which result in termination for cause or in regulatory or criminal penalties in connection with performance of this Agreement. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; expert witness fees and, documentary fees.

13.3 Public Records. Vendor acknowledges that Citizens is subject to Chapter 119, Florida Statutes, and Section 627.351(6)(j), Florida Statutes; therefore, any information provided to Citizens or maintained by Vendor in connection with this Agreement may fall within the disclosure requirements of Chapter 119, Florida Statutes. Section 627.351(6)(x)1.e., Florida Statutes, provides that proprietary information licensed to Citizens under a contract providing for the confidentiality of such information is confidential and exempt from the provisions of Section 119.07(1), Florida Statutes, and Section 24(a), Article I of the State Constitution. Vendor must clearly label and mark each page or section of information provided to Citizens in connection with this Agreement that it considers proprietary information or otherwise confidential or exempt from Chapter 119, Florida Statutes and Section 24(a), Article I., State Constitution ("Vendor's Confidential Information").

13.3.1 If Citizens receives a Public Records Request ("PRR") or a request from any regulatory or legislative entity regarding Vendor's Confidential Information, it shall promptly notify Vendor in writing, or electronically. The Parties agree (to the extent permitted by law) that Citizens shall not produce Vendor's Confidential Information unless authorized by Vendor, or by order of a court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Vendor's Confidential Information, the Parties agree that Citizens is authorized to deliver Vendor's Confidential Information to the court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor's Confidential Information is confidential or exempt from disclosure or production pursuant to Chapter 119, Florida Statutes, then Vendor shall be solely responsible for defending its position, or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for Citizens to defend or justify Vendor's position. Vendor also agrees to indemnify and hold harmless any Citizens Indemnitee for any Claims, including attorneys' fees, costs, and expenses incidental thereto, incurred by Citizens in

connection with this Section.

13.3.2 If Vendor receives a PRR that is in any way related to this Agreement, Vendor agrees to immediately notify Citizens' Custodian of Records and forward the PRR to Citizens' Custodian of Records for logging and processing. Citizens' Custodian of Records' email address is: Recordsrequest@citizensfla.com. Citizens shall be the Party responsible for coordinating the response and production to the PRR. Vendor shall communicate with Citizens to determine whether requested information is confidential and/or exempt from public records disclosure requirements. Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Chapter 119, Florida Statutes.

13.3.3 Without limiting Citizens' other rights of termination as further described in this Agreement, Citizens may unilaterally terminate this Agreement for refusal by Vendor to comply with this Section by not allowing public access to all documents, papers, letters, emails, or other material made or received by Vendor in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07 (1), Florida Statutes.

13.4 The provisions of this Section shall survive the termination of this Agreement.

14. Security and Confidentiality.

14.1 General Requirements. Vendor shall implement and maintain appropriate safeguards to: (a) ensure the security and confidentiality of Citizens Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of Citizens Confidential Information; and, (c) protect against unauthorized access to or use of Citizens Confidential Information that could cause harm or inconvenience to Citizens or any customer of Citizens.

14.2 Labeling of Confidential Information. Any documents or electronic files created by Vendor or Vendor Staff that contain Citizens Confidential Information must be conspicuously labeled or marked so that the individual viewing or receiving the information understands that the information is confidential.

14.3 Photocopying and Faxing Restrictions. Vendor and Vendor Staff shall not make photocopies or send facsimiles of Citizens Confidential Information unless there is a business need.

14.4 Transmission of Confidential Information Materials. In the event it is necessary to transport materials containing Citizens Confidential Information via mail, parcel delivery service or other means, Vendor Staff must subsequently verify that such materials have been received by the intended parties.

14.5 Disposal of Confidential Information. The disposal of all printed materials containing Citizens Confidential Information must be done in a manner that renders the information inaccessible to others (the use of a reputable third party shredding company is permissible).

14.6 Authority to Disclose Confidential Information to Others. Vendor acknowledges and agrees that any Citizens Confidential Information disclosed to or acquired by Vendor is disclosed and/or acquired solely for the purposes of facilitating the provision of the Services. Vendor shall restrict access to Citizens Confidential

Information to Vendor Staff who will actually perform Services and Vendor shall provide such Vendor Staff with work environments that protect against inadvertent disclosure to others. Vendor shall be solely responsible for informing any individual or entity with access to Citizens Confidential Information of the provisions of this Agreement and shall be responsible for any acts of those individuals and entities that violate such provisions.

- 14.7 Unauthorized Disclosure of Confidential Information. Vendor will notify Citizens as soon as possible of any potential or actual unauthorized disclosure, misuse, or misappropriation of Citizens Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly. Pursuant to Section 501.171, Florida Statutes, if Vendor maintains computerized data that includes personal information, as defined in such statute, on behalf of Citizens, Vendor shall disclose to Citizens any breach of the security of the system as soon as practicable, but no later than ten (10) days following the determination of the breach of security or reason to believe the breach occurred.
- 14.8 Return of Confidential Information. During the term of this Agreement upon Citizens written request or upon the termination of this Agreement for any reason, Vendor shall promptly return to Citizens all copies, whether in written, electronic or other form or media, of Citizens Confidential Information in its possession, or securely dispose of all such copies, and certify in writing to Citizens that Citizens Confidential Information has been returned to Citizens or disposed of securely.
- 14.9 Notification of Anticipatory Breach. Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this Section, it will immediately inform Citizens in writing of such inability and such inability on Vendor's part will serve as justification for Citizens' termination of this Agreement, at Citizens' sole election, at any time after the inability becomes known to Citizens.
- 14.10 Remedies. Vendor acknowledges that breach of Vendor's obligation of data security and confidentiality may give rise to irreparable injury to Citizens and Citizens' customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Citizens may seek and obtain injunctive relief against the breach or threatened breach of the provisions of this Section, in addition to any other legal remedies which may be available, including, at the sole election of Citizens, the immediate termination, without penalty to Citizens, of this Agreement in whole or in part.
- 14.11 Subcontractors. Except as permitted in writing by Citizens' Contract Manager or designee, the provisions of this Section shall apply to each of Vendor's subcontractors at any level who obtain access to Citizens Confidential Information in connection with this Agreement.
- 14.12 The provisions of this Section shall survive the termination of this Agreement.

15. Miscellaneous.

- 15.1 Relationship of the Parties. Vendor is an independent contractor with no authority to contract for Citizens or in any way to bind or to commit Citizens to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Citizens. Under no circumstances shall Vendor or Vendor Staff hold itself out as or be considered an agent, employee, joint venturer, or partner of Citizens. In

recognition of Vendor's status as an independent contractor, Citizens shall carry no Workers' Compensation insurance or any health or accident insurance to cover Vendor or Vendor Staff. Citizens shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Vendor nor Vendor Staff shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or retirement plan of Citizens.

- 15.2 Vendor Conflicts of Interests. Vendor, and all principals in its business, must execute a Conflict of Interest Form as required by Citizens. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.
- 15.3 No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
- 15.4 Convicted Vendor List. Vendor shall immediately notify Citizens' Contract Manager or designee in writing if it or any of its affiliates are placed on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government.
- 15.5 Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement.
- 15.6 Subcontracting. Vendor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without Citizens' prior written consent and any attempt to do so shall be void and without effect. Citizens' consent to Vendor's request to subcontract any of the Services shall not relieve Vendor of any of its duties or obligations under this Agreement, and Vendor shall indemnify and hold Citizens harmless from any payment required to be paid to any such subcontractors.
- 15.7 Severability. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 15.8 Headings. The sections and headings herein contained are for the purposes of identification only, and shall not be considered as controlling in construing this Agreement.
- 15.9 Publicity; Use of Names and Logos. Vendor may use Citizens' name and logo in its marketing materials, website and social media to indicate that it is a participating or contracted vendor for Citizens. However, Vendor may not in any way state, imply or infer that it holds a "preferred," "approved," "awarded," "selected" or otherwise special status with Citizens in any such materials. This prohibition includes, but is not limited to, the use of endorsements or quotes from Citizens officials, Citizens vendor scores, or any other Citizens-related materials that may

directly or indirectly imply that Vendor enjoys a special or preferred status with Citizens. Citizens reserves the right to determine that its name and/or logo have been misused and to request that Vendor cease using its name and/or logo in any way it deems inappropriate. Failure to comply will result in disciplinary action, up to and including contract termination. Vendor may only use the approved Citizens logo, which is available for download at: <https://www.citizensfla.com/about/mediaresources.cfm>.

- 15.10 Waiver. The delay or failure by a Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 15.11 Entire Agreement. This Agreement, and any exhibits, schedules and attachments hereto, set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous proposals, agreements or understandings with respect to the subject matter hereof.
- 15.12 Modification of Terms. This Agreement may only be modified or amended upon a mutual written contract amendment signed by Citizens and Vendor or as otherwise permitted by this Agreement. Vendor may not unilaterally modify the terms of this Agreement in any manner such as by affixing additional terms to any Deliverable (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" or "click through" terms, whether written or electronic) or by incorporating such terms onto Vendor's order or fiscal forms or other documents forwarded by Vendor for payment and any such terms shall have no force or effect upon Citizens or this Agreement. Citizens' acceptance of any Service or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions or any conflicting terms and conditions.
- 15.13 Assignments. This Agreement shall inure to the benefits of, and be binding upon, the successors and assigns of each Party, but only as permitted under this Agreement. Each Party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement. Vendor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under this Agreement without the prior written consent of Citizens. In the event of any assignment, Vendor shall remain liable for performance of this Agreement unless Citizens expressly waives such liability. Citizens may assign this Agreement with prior written notice to Vendor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Citizens.
- 15.14 Notice and Approval of Changes in Ownership. Because the award of this Agreement may have been predicated upon Vendor's ownership structure, Vendor agrees that any transfer of a substantial interest in Vendor by any of its owners shall require Citizens' prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of this Agreement, Vendor represents that it has no knowledge of any intent to transfer a substantial interest in Vendor. A substantial interest shall mean at least twenty-five percent (25%) of the voting shares or control over Vendor. This Section shall not apply to:

(a) transfers occurring upon the incapacitation or death of an owner; (b) transfers associated with an initial public offering on a major stock exchange; or, (c) transfers to a company whose stock is publicly traded on a major stock exchange.

- 15.15 Assignment of Antitrust Claims. Vendor and Citizens recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the ultimate consumer. Therefore, Vendor hereby assigns to Citizens any and all claims under the antitrust laws of Florida or the United States for overcharges incurred in connection with this Agreement.
- 15.16 Force Majeure. Neither Party shall be responsible for delays in performance if the cause of the delay was beyond that Party's control (or the control of its employees, subcontractors or agents). To be excused from a delay in delivering a Service, Vendor must notify Citizens in writing of the delay and describe the cause of the delay within five calendar days after the date Vendor knew or should have known that the delay would occur. If the delay is justified, Citizens will give Vendor a reasonable extension of time to perform; provided, however, that Citizens may elect to terminate this Agreement in whole or in part if Citizens determines, in its sole judgment, that such a delay will significantly impair the value of this Agreement to Citizens. THE FOREGOING EXTENSION OF TIME SHALL BE VENDOR'S SOLE REMEDY WITH RESPECT TO FORCE MAJEURE EVENTS. Vendor shall not be entitled to an increase in this Agreement price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays, disruptions, interferences, or hindrances. This Section may not be invoked to excuse or delay Vendor's compliance with its obligations to protect Citizens Confidential Information under this Agreement.
- 15.17 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same Agreement. The Parties agree that a faxed or scanned signature may substitute for and have the same legal effect as the original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives of the Parties.

**CITIZENS PROPERTY INSURANCE
CORPORATION:**

VENDOR:

Signature

Signature

Print Name

Print Name

Title

Title

Date Signed

Date Signed

Signature

Print Name

Title

Date Signed