



AGREEMENT FOR JANITORIAL SERVICES

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 ABM INDUSTRY GROUPS, LLC (“**Vendor**”) having its principal place of business at 14141 S.W. Freeway, Suite 400, Sugarland, Texas 77478. Citizens and Vendor shall each be known as a “Party,” and collectively shall be known as the “Parties.”

Recitals

On November 15, 2021, Citizens issued an Invitation to Negotiate No. 21-0019 for Janitorial Services (the “Solicitation”). Vendor’s response to the Solicitation was accepted by Citizens, subject to the terms set forth in this Agreement.

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 ET – 5:00PM ET, excluding Citizens’ holidays.
 - 1.4 “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 specified for Jacksonville at the mandatory Pre-Response Conference, as the building and leased space is unique for the TIAA Bank Center Building.
 - 1.5 “Consumables” means supplies that are depleted in use such as all paper products, such as toilet tissue and paper towels, hand soap, air fresheners for restrooms, antibacterial soap for dispensers, feminine disposal liners, disinfecting sprays, wipes, foggers, garbage bags, toilet seat covers, trash can liners, and other

similar products. The term Consumables does not include chemicals, formulations, materials, or equipment used for cleaning surfaces.

- 1.6 “Day Porter” means a member of janitorial staff employed by Vendor assigned to provide janitorial services during a designated time during normal Business 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 July 1, 2022.
- 1.9 “Environmentally Friendly” means products and services deemed “green” and/or eco-friendly by current business industry standards and practices (also referred to as green products).
- 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 Agreement. This employee may also serve as Citizens’ Contract Manager. Citizens may appoint a different employee as Facility Manager, which will not constitute an amendment to the , by sending notice to the Vendor.
- 1.11 “Facilities” means Facilities Management Business Unit of Citizens Property Insurance Corporation.
- 1.12 “IT Spaces” means designated Information Technology (IT) spaces that are excluded from cleaning services (e.g., Main Equipment Room, Telecom Rooms).
- 1.13 “SDS” means Safety Data Sheet.
- 1.14 “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.
- 1.15 “Vendor Staff” means any of the Vendor’s employees, agents, subcontractors, or representatives who provide the Services.
- 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, created for Citizens under this Agreement and 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) optional one (1) year renewal periods either: (a) by Citizens, at its discretion upon twenty-one (21) calendar 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 amendments signed by the Parties.

3. Services: Service Requirements.

3.1 Service Locations. Vendor shall provide Services at the following locations:

3.1.1. Jacksonville: TIAA Bank Center Building.

- a. 301 West Bay Street: Approximately 197,733 square feet of space is leased; however, the maximum square footage that may be serviced under the Agreement is approximately 184,442 square feet. This reflects the reduction in storage and IT spaces that are not cleaned/covered under this Agreement. This facility is a 30-story building of which Citizens leases space on the following floors that may require cleaning: 3rd, 12th, 13th, 15th, 16th, 17th, 18th, and 19th. These floors are mainly office space with hard offices and modular furniture throughout. During the Agreement term, the level of occupancy will vary due to Citizens' distributed workforce policy. For this reason, the pricing model for Services is based on an hourly rate for labor (inclusive of equipment, supplies and chemicals) and cost-plus billing for all Consumables.
- b. This facility is a multi-tenant building, so floors not fully leased by Citizens will have some common area space excluded from cleaning (example: 12th floor restroom, elevator, and hallways are out of scope).
- c. Citizens will provide up to two (2) parking spaces for the designated Day Porter(s) at no cost to Vendor. Vendor Staff supporting the evening Services may park on the street or other public parking available at Vendor's cost, if applicable. Generally, there is no parking fee for street parking after 6:00 PM ET.

3.1.2. Tallahassee: Citizens Centre 1 Building.

- a. 2101 Maryland Circle: Approximately 48,287 square feet of space is leased; however, the maximum square footage that may be serviced under the Agreement is approximately 47,385 square feet. This reflects a reduction in the storage and IT Spaces that are not cleaned/covered under this Agreement. This is a four (4) story building of which Citizens has three (3) occupied floors (1st, 2nd, and 3rd). These occupied floors are primarily office space with hard offices and modular furniture throughout with the 4th floor being an equipment atrium with storage. During the Agreement term, the level of occupancy may vary due to Citizens' distributed workforce policy. For this reason, the pricing model for Services is based on an hourly rate for labor (inclusive of equipment, supplies and chemicals) and cost-plus billing for all Consumables.
- b. Citizens is the sole tenant of this facility, so all Common Areas are included under this Agreement.

NOTE: *The IT Master Equipment Room(s), storage and some specialty rooms for all locations are excluded from these basic cleaning services.*

Citizens reserves the right to add/subtract facilities or square feet as needed at any current or future location. In the event of a catastrophe, Citizens reserves the right to add additional sites and cities to support Citizens' operational needs. If mutually agreed upon by both parties, the new facilities and/or square footage may be added via an amendment

at same hourly-rate and price structure in the Agreement.

3.2 Staffing Requirements. 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. Vendor agrees that in the event it becomes necessary for the Vendor to change assigned personnel, the Vendor should communicate to the Facility Manager.

3.2.1. Supervisor(s): supervisors for the evening Services (if required at the location) must have a minimum of two (2) years supervisory experience in the institutional/commercial janitorial field. The supervisor will be required to verify thoroughness and cleanliness of the facilities after each service by Vendor(s) personnel. The supervisors must perform a quality assurance check of Services being performed. Documentation of quality assurances performed should be retained by the Vendor and provided to Citizens upon request. The supervisor should have an intimate knowledge of the cleaning requirements, equipment and materials needed and processes associated with this Agreement in order to both properly train and direct personnel in their individual tasks and maintain an effective inspection and follow up program.

Vendor supervisor, evening team lead or designee must also be available by appointment during Business Hours to inspect the facility with the Facility Manager or designee and to handle special requests and problem resolutions when required.

3.2.2. Personnel: Before any Vendor employees can provide Services under this Agreement, the Vendor agrees, at its own expense, to conduct a background check as described in Section 3.12

3.2.3. Training: Vendor will train all levels of Vendor Staffing prior to job assignment at the facility. Vendor shall submit within thirty (30) Business Days of Agreement Effective Date verifiable documentation that supervisors have completed a minimum of eight (8) hours of Hazardous Materials Emergency Response "Operations Level" training and Vendor Staff have completed a minimum of four (4) hours of Hazardous Materials "Awareness Level" training from an approved training provider. Refreshers and/or recertification shall be completed as required. This same documentation should be provided, in advance, for any new hires or replacements to Vendor Staff assigned to Citizens locations prior to performing Services.

3.2.4. Pre-Service Conference: Prior to the commencement of 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:

- a. Contact List of Vendor Staff, to include name, title and phone number for:
 1. Vendor Contract Manager
 2. Supervisor
 3. Evening team lead

4. Day Porter(s)

- b. Initial employee roster and staffing proposal (to include number of staff, start times and cleaning plan) of Vendor Staff assigned to Citizens' facilities along with an affirmative statement that background screening requirements, as set forth herein, have been completed.
- c. On-site SDS binder is the Vendor's responsibility and should be assigned to the supervisor to maintain and must be kept in designated janitorial closet for easy reference.

3.2.5. Employee Roster: The employee roster, including the Contact List of Vendor Staff, must be kept current at all times and made available to the Facility Manager/designee upon request. Citizens reserves the right to reject proposed personnel staffing.

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 employees must 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. It is preferred that Vendor provide a Vendor-issued photo ID badge that can be visibly worn by Vendor employees while on site.

3.2.7. Daily Facility Access: Vendor Staff must sign in/out at Citizens' main lobby entrance upon daily arrival and departure. Unless otherwise agreed in writing, at the conclusion of each workday, all Vendor employees must return the Citizens issued access card and any keys provided for their use while performing their duties in all facilities to the security guard at the main lobby. Citizens-issued access card must be returned if Vendor Staff is no longer providing Services. A charge of twenty-five US dollars (\$25.00) will be incurred by the Vendor for each Citizens-issued access card not returned.

3.2.8. Communication: Vendor Contract Manager and Citizens' Facility Manager/designee will maintain open communications and ensure phone numbers of designated staff remain current and in working order. Vendor is to provide a 24/7 contact in the event emergency services are required. It is preferred that the Vendor's supervisor(s)/evening team lead and Day Porter(s) carry a cell phone provided by the Vendor to allow for easy contact. A cleaning request logbook will also be maintained by Citizens and used to make special requests. The logbook will be located at the main lobby desk for easy access when signing in/out unless an alternate location is mutually agreed upon. The Day Porter and evening janitorial staff should periodically check the logbook each day to review and complete requests during their shift, or as applicable.

3.3 Security and Safety Requirements.

3.3.1. Security of Facility: No one other than Citizens approved Vendor Staff will be permitted inside Citizens' leased office space at any time. Unauthorized personnel including visitors, family members, and/or friends are strictly prohibited. Vendor Staff working at each facility 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 twenty-five US dollars (\$25.00) each to Citizens for replacement cards or reimburse Citizens for any lock or security costs that are caused by the Vendor's negligence.

- 3.3.2. Access Control Security System: The Vendor's Contract Manager and 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 authorized staff will not provide access into the building to anyone, including Citizens employees. Vendor Staff must not let any Citizens or other persons tailgate in when accessing the facility. Propping of doors is prohibited unless approved in advance and necessary to perform Services and then must be monitored to ensure no security breach occurs.
- 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. All keys to remain on-site at all times.
- 3.3.4. Responsibility: Citizens will not be responsible in any way for damage to the Vendor stored supplies, materials or equipment kept throughout the building in janitor's closets or the personal belongings brought into the building by Vendor Staff.
- 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.
- 3.3.6. Internal Doors: Internal doors with card readers should not be propped open unless required to complete 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 may use, depending upon location, an internal color-coded program or cards to assist with identifying which doors should remain locked and will be implemented with the awarded Vendor at the Pre-Service Conference.
- a. Colored dots are affixed to doors that require special handling: Red - should remain locked at all times; Yellow – leave how you found it; Green – leave unlocked at all times.
- 3.3.7. Assigned Work Zones/Stations: 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 at any other time. Vendor Staff should not use private offices or closed rooms to conduct personal phones calls while on duty. It is understood that at times personal calls are necessary, but they should not interfere with completing or prolonging Services.
- 3.3.8. Citizens and Citizens Employee Property: Vendor and their employees are prohibited from the use of Citizens' audio-visual equipment, computers, telephones, and all other Citizens equipment. Vendor will instruct all employees on the prohibition of disturbing papers on desks, opening desk drawers or cabinets and any use of office equipment/furniture within the space. Vendor Staff are not allowed to sit in modular or hard offices. 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 Agreement. The Vendor(s) must at all times guard against damage or loss to the property of Citizens or Citizens' employees. Vendor(s) will be responsible in the event of proven theft or damage of Citizens' property or personal property of Citizens' employees 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(s). When requested, the Vendor(s) must cooperate with any ongoing investigation involving economic loss or damage to the building or personal property.

- 3.3.9. Safety: Vendor(s) will be responsible for instructing their employees on safety measures consistent with the type of janitorial work being performed in an office setting. In addition, the successful Vendor(s) will not permit placing or use of mops, brooms or equipment in hallways, circulation spaces, 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 Staff will be required to interrupt their work at any time to allow passage of Citizens' employees. All supplies, equipment and machines must be kept free of hallways, circulation spaces, 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). Vendor is to ensure safety practices are adhered to minimizing the risk of an incident.
- 3.3.10. Safety Requirements: 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 assigned staff is trained in the clean-up and disposal of blood-borne pathogens. Vendor is also responsible to ensure employees working at a Citizens location complies with safety protocols that may be in place as a result of COVID-19 or other pandemic related precautions.
- 3.3.11. Safety Data Sheet (SDS): Vendor must provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Services to the Facility Manager before the commencement of any work hereunder. All SDS'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/designee and must be disposed of properly by Vendor in accordance with the U.S. Environmental Protection Agency (EPA) 40 CFR 260-265. Vendor will maintain and have readily accessible on-site, a complete, up-to-date SDS book of all chemicals, compounds/mixtures used in the execution of the scope of work that complies with applicable federal, state and local regulations.
- 3.3.12. Hazardous Substances / Hazardous Materials: Vendor must provide

SDS's for approval of new products to be used to the Facility Manager/designee prior to any use in the facility. Vendor is not to use any product, anywhere in the facility, that has not been approved. Vendor is not permitted to use any product that the SDS rates as "Flammable or Toxic" without approval from the Facility Manager/designee.

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

3.3.14. At no additional cost to Citizens, Vendor must make arrangements to have or obtain a "Hazardous Waste & Universal Waste "Part B Permit" if required. Vendor to properly characterize, manifest, dispose and transport hazardous 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) or other applicable federal/state law

3.3.15. Personal Protective Equipment: 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 of Services. Services for Citizens will be accomplished during and outside of normal business hours. The typical building operation hours are from 8:00 AM ET until 5:00 PM ET Monday through Friday, excluding Citizens' holidays. Citizens observes the following holidays each calendar year and is subject to change:

3.4.1. Martin Luther King Jr. Day

3.4.2. Memorial Day

3.4.3. Independence Day

3.4.4. Labor Day

3.4.5. Veterans Day

3.4.6. Thanksgiving

3.4.7. Friday after Thanksgiving

3.4.8. Christmas

3.4.9. New Year's Day

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 parties anticipate that the following schedule of Services will be implemented. These schedules can be modified upon mutual written agreement between the Contract Managers.

3.4.10. Day Porter Services.

- a. Jacksonville: Jacksonville requires two (2) full-time Day Porters. The Day Porters must be able to work from 8:00 AM ET to 4:30 PM ET, with a half hour lunch break, excluding Citizens' holidays. The Day Porter is required to check in and out with the respective Facility Manager or designee daily. The Vendor's supervisor should monitor the Day Porters' scheduled workday on a periodic basis to ensure a regular schedule is maintained and quality performance is being delivered.
- b. Tallahassee: Tallahassee requires one (1) full-time Day Porter. The Day Porter must be able to work from 9:00 AM ET to 6:00 PM ET, with a one (1) hour lunch break, excluding Citizens' holidays. The Day Porter is required to check in and out with the respective Facility Manager or designee daily. The Vendor's supervisor should monitor the Day Porter's scheduled workday on a periodic basis to ensure a regular schedule is maintained and quality performance is being delivered.

3.4.11. Evening Janitorial Service.

- a. Jacksonville: Evening Services will be provided Monday through Friday and should not begin before 5:00 PM ET and should be completed no later than 10:00 PM ET excluding holidays. Any change to this schedule must be coordinated with the Facility Manager/designee. There may be IT support functions ongoing 24/7/365 however, no special Service is required for these IT support functions.
- b. Tallahassee: Evening Services will be provided Tuesday, Wednesday and Friday and should not begin before 6:00 PM ET and should be completed no later than 10:00 PM ET excluding holidays. Any change to this schedule must be coordinated with the Facility Manager/designee.

For both locations, the Vendor should complete evening Services and vacate the facility, with all lights out no later than 10:00 PM ET. 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 off in offices, Common Areas, etc. as they work through each area/section of the facilities. In some cases, lights are automated using occupancy sensors.

3.5 Janitorial Service Requirements.

NOTE: For Jacksonville TIAA Bank Center Building – only Freight elevators are allowed to be used for housekeeping services.

3.5.1. General:

- a. Cleaning procedures and chemicals shall be used in accordance with manufacturer's recommendations and warranty conditions.
- b. Maintain janitorial closets and equipment in a clean and odor free environment.

- c. All supplies should be organized and kept sealed, with caps on when not in use.
- d. All empty containers should be properly discarded.
- e. SDS sheets should be bound in an organized notebook and maintained in agreed upon designated location.
- f. All mop buckets should be rinsed and drained. All mop heads should be cleaned and replaced as needed. All mop/utility sinks should be cleaned each day/night.
- g. Each site has central trash collection area(s) per floor versus the traditional trash can in each office/cubicle space. Trash cans will remain in breakrooms and in a few other designated areas.

3.6 Day Porter Service Requirements.

All Vendor employees must sign in/out using the designated logbook at the lobby desk upon arrival, lunch and departure times. For Day Porter schedule and hours of operation, refer to Section 3.4 of this Agreement. In the event the Day Porter is unexpectedly absent, the Vendor shall contact the Citizens' Facility Manager/designee to advise, and a suitable, trained replacement shall be provided as soon as possible, but not more than three (3) hours from shift start. If a replacement is not available, an alternate solution should be discussed between the Vendor and Citizens Contract Manager, Facility Manager, or designee and documented. If a gap in Services is a continuous occurrence, then a penalty, up to and including Agreement termination by Citizens for cause could occur. When the Day Porter has planned absences, Citizens' Facility Manager/designee shall be notified in advance and a trained replacement provided. Day Porter billing is by the hour and any missed days/hours must not be billed. In the event of a catastrophe event, Citizens may need Services to be extended to a later time at night and or/the weekends. A written request will be made as soon as the need is identified.

A special cleaning request logbook will also be maintained on site and should be checked periodically throughout their shift. Day Porter will be provided a daily checklist of high-touch areas and other heavily used common spaces that need to be disinfected on a regular basis throughout the day (sample attached). This list will serve as the primary focus of the Day Porter and may be revised depending on safety protocols related to any virus or pandemic response. See the full list of Day Porter Services in the Services Table.

3.7 Services Table:

Service Responsibilities
Day Porter Services
<p>Daily General Services:</p> <ul style="list-style-type: none"> • Disinfect and wipe down all high touch surfaces, including door handles, light switches, drawer handles, countertops, lobby seating, multi-function copiers and water fountains. • Spot clean walls and baseboards as routine walk-through of space occurs. • Sweep, vacuum, and mop flooring as needed throughout the day to maintain a neat and clean appearance. Spot clean carpet stains as time allows. Special attention should be given to entryways, especially during wet weather days.

- Respond to cleaning requests throughout day as needed to support Facilities.
- Disinfect and wipe down all high touch surfaces within training rooms, conference rooms, agile spaces, living room areas, and hoteling workspaces.

Daily Restroom Services:

- Disinfect all fixtures including toilet seats (both sides), toilet bowls, urinals, countertops, sinks, etc. as needed during each check of all restrooms throughout the day.
- Clean all glass and mirrors.
- Empty all containers and disposals and insert replacement liners as needed.
- Spot clean partitions as needed.
- Refill all dispensers to normal levels, including soap, tissue, toilet paper, paper towels, seat covers, air fresheners, etc. as needed throughout the day.

Daily Breakrooms and Coffee Station Services:

- Empty these trash containers and provide liners as needed. Trash cans should be checked after 2:00 PM ET in each breakroom and emptied as needed.
- Wipe out and clean microwave ovens daily and as needed/requested.
- Check sinks in all areas, clean and wipe down as needed.
- Periodically wipe down vending and water machines with a disinfectant.
- Periodically wipe down refrigerator handles with a disinfectant.

Tallahassee Only:

- Exterior cleaning: maintain a general clean appearance in all outside Common Areas near building, including designated smoking areas, shelters and picnic/seating areas. Clean and service outside ashtray urns.
- Sweep/vacuum stairways as needed. Check for spills and clean during the day.

Citizens will provide Day Porter with appropriate batteries for soap dispensers, paper towel dispensers, and air freshener dispensers as needed to ensure continuous operation. Installation of the appropriate batteries is the responsibility of the Day Porter. Replacement of batteries for auto-toilet flushers, as well as their maintenance, is out of scope for the Vendor and not part of Services.

Evening Services: Evening Services are expected to be performed as agreed upon in the Work Plan (see Section 8.4), in areas that have been used and/or occupied during the day. Signage or notification cards will be in place in order to help identify those individual workspaces that have been occupied and will require Services to help expedite the efficiency of Services. Evening Services should begin just after 5:00 PM ET and conclude no later than 10:00 PM ET unless otherwise agreed in Work Plan or as approved by Citizens' Contract Manager or designee.

Evening Services – Daily

Interior Office and Common Areas:

- Empty central trash collection areas and all other designated trash cans. Spot clean trash cans, remove and replace trash can liners as needed.
- Dust and spot clean exposed horizontal wood 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.
- All horizontal countertop/laminate and other high-touch surfaces must be wet cleaned with a disinfectant (example: lobby countertop, doorknobs, handrails, etc.).
- All vinyl, plastic (non-fabric) seating must be wet cleaned with a disinfectant.
- Vacuum traffic areas and any visible debris on carpets.

- Spot clean carpets, as needed, within proper cleaning specifications and methods for the carpet type.
- Spot clean light switches, doors and walls, tops of modular furniture with a disinfectant or appropriate sanitizer based on the surface type.
- Spot clean doors, walls and switches with a disinfectant.
- All vinyl, plastic (non-fabric) seating in lobby and other Common Areas must be wet cleaned with a disinfectant.
- Clean, disinfect and polish drinking water fountains; do not allow mineral deposits on bubbler or metal. No metal polish will be used.
- Clean and disinfect all water dispenser stations.
- Clean all entrance glass doors, doorframes, and handles in all entryways and lobbies.
- Wipe down doorknobs, handles, push bars, handrails, etc. with disinfectant.
- Clean all glass surfaces on modular furniture as needed.
- Remove all reachable cobwebs from walls, corners, light fixtures, and ceilings of Common Areas.
- Vacuum/clean breakroom mats.

Food Service Areas/Breakrooms/Coffee Bars: Vendor will perform all tasks as noted above in the Common Areas for these break use areas. Services also include wet mopping floors using an appropriate cleaner for the type of floor finish, disinfecting all table top surfaces, countertops, handles, knobs, and other high touch surfaces. Seating should be damp wiped as needed.

Restroom/Shower Cleaning: Clean, disinfect and stock all restrooms daily (*excluding the Jacksonville TIAA Bank Center Building 12th floor restrooms which is a shared floor with other tenants*). Vendor is responsible for providing all restroom supplies. Typical supplies include toilet paper, trash can liners, feminine disposal liners, soap, paper towels, and air fresheners.

- 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.
- All metal, porcelain, glass, and tiled surfaces to be cleaned with appropriate germicide for effective cleanliness and will have a polished and clean appearance after each cleaning. Painted surfaces to be spot cleaned and streak free.
- No mineral deposits to be visible on any exposed surfaces, including under the rims of toilets and urinals. Toilet seats, both top and underside, as well as where seats attach to fixture to be clean and free of dirt, grime, buildup, etc.
- Floors will be mopped with clean mop heads/equipment and edges cleaned to avoid buildup in corners, under/around toilets and urinals and partition floor brackets. Clean and empty all sanitary disposal containers and replace liners.

Tallahassee Only:

- For stairwells, wet mop and clean, as needed, to be free of debris and ensure overall cleanliness. Wipe handrails.
- For elevator, clean, leaving no debris in grates, tracks, or corners. Vacuum/mop and clean inside elevator floor finish as appropriate to maintain clean appearance. Wipe down buttons with appropriate disinfectant.
- Empty and clean all trash containers and ash urns, remove and replace trash can liners as needed.
- Clean outside door/windows/handles at main lobby entrance and other exterior building door entrances.
- Sweep clean mats at main entrance and all landings to ingress/egress locations.

Evening Services - Weekly

Interior:

- Dust reachable wall hangings, signage, and other wall mounted fixtures/ledges and light fixtures within hallways and in common areas.
- Ensure carpets, edges, and baseboards are dust free and spot-clean throughout space.
- Lobby tile floors must be wet mopped weekly or more frequently if needed. Rainy days may require more mopping of the area.
- Thoroughly clean all microwaves, sink basins and drains to ensure free of food and grime buildup.
- Vacuum offices, conference rooms, training rooms, modular furniture spaces and all carpeted areas weekly based on use of space/occupancy, or more often if needed during nightly inspections.

Exterior - Tallahassee Only:

- Exterior - clean picnic tables, benches, and exterior seating. Wet cleaning may be required with germicidal cleaner to maintain clean appearance.
- Pick up any outside trash between the building and sidewalk area around the perimeter of the building.

Evening Services - Monthly

Interior:

- Detail clean any horizontal or vertical surface so that no visible dirt, dust, cobwebs, or streaks are visible, including all furniture visible surfaces, chair cushion seams, chair legs stands, edges, corners, baseboards, walls, air vents, door frames, 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 reachable air supply and return vents.
- Clean reachable interior windows and blinds should also be cleaned at the same time.. 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. All window seals to be wiped free of dust.
- Remove all reachable cobwebs from all surfaces including walls, corners, and ceilings.

Hard Surface Flooring:

- Detail and thoroughly clean all hard flooring to maintain a uniform, high gloss, slip resistant, and clean surface. This task may be needed more or less depending on occupancy and use levels throughout the month.

Break Areas:

- Thoroughly clean and disinfect breakroom appliances, inside and outside finish (e.g. microwaves, ice machines, water dispensers).
- Refrigerators, including freezer areas, should be cleaned on the last Friday of each month unless otherwise communicated and scheduled with the Facility Manager/designee. Citizens will ensure employees are notified to clean out all items when cleaning is scheduled and is responsible for posting notices. 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.

Restrooms:

- At the first of each month, a minimum of one (1) gallon of clean water (preferably hot, if available) with a germicidal disinfectant will be poured down each restroom drain to maintain p-trap seals and to ensure drains remain odor and insect free (excluding 12th floor of Jacksonville TIAA Bank Center Building).

Exterior (Tallahassee Only):

- Clean all reachable windows/glass surface at main lobby entrance.

Evening Services - Upon Request

- **Carpet Deep Cleaning:** Vendor and Citizens Contract Manager or Facility Manager will coordinate scheduling of all carpet cleaning requests. Specific areas and frequency will fluctuate based on occupancy and visible wear and condition of carpeted areas. Deep cleaning carpet should be completed using an extractor or other proper industry technique based on equipment type and consideration of carpet type. Edges and baseboards must not have fibers, debris, smudges, or spills visible after cleaning. All carpet cleaning must be scheduled with the Facility Manager in order to operate air handlers overnight in the cleaned section to reduce drying time.
- **Specialty Cleaning:** Perform any additional specialty cleaning offered by the Vendor outlined in proposal by written request only from Citizens' Contract Manager or Facility Manager.

3.8 **Cleaning Standards.** Quality cleaning is expected and required of Vendor. All cleaning will be accomplished in such a way as to prevent discoloration, dulling, scratching, damaging or disfigurement of the surface being cleaned and surrounding areas. This section outlines some of the minimum acceptable standards:

- 3.8.1. **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 windowsills. Upon completion of work, all furniture and equipment must be returned to its original position. Baseboards, walls, fixtures, furniture, and equipment should in no way be splashed, disfigured or damaged during floor care operations.
- 3.8.2. **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 always maintained in clean condition 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 floor surfaces should be done to prevent damage or disfigurement of furniture, doors, or trim.
- 3.8.3. **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.
- 3.8.4. **Clean Up:** Citizens will provide dumpster for normal trash (compactor at loading dock in Jacksonville). Vendor should collect and remove all surplus, discarded materials and any other trash that is not considered normal trash/waste to a proper dumpster located on-site. No separate payment will

be made for removal, disposal, or cleanup, but all costs thereof must be included in the unit prices shown in Section 8, Compensation.

- 3.8.5. **Notification of Damage and Repair:** Vendor will report to the Facility Manager or designee, in writing, any damages to the facilities as a result of the Vendor 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. Vendor further agrees to repair or replace, to the satisfaction of the Facility Manager, any surfaces, fixtures, or furnishings or other property damaged by the Vendor Staff while on the premises.
- 3.8.6. **Quality Control:** It is the responsibility of the Vendor supervisor/ evening team lead 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 or agreed upon notification process implemented between the awarded Vendor and the Contract Manager/Facility Manager. In addition, quality control will be addressed in periodic meetings between Vendor and Facility Manager and/or designee.
- 3.8.7. **Emergency Building and Maintenance Problems:** The Facility Manager(s), 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 contact information for each site is available at the main security desk and can be provided to the Vendor as needed. Additionally, the Vendor should report to the Facility Manager at each site any items that are in need of repair that is not as a result of Vendor Services (e.g., plumbing in restrooms).

- 3.9 **Supplies, Inventory and Equipment.** Vendor is responsible for providing and maintaining all Vendor owned equipment used in the performance of this Agreement. The Vendor must furnish all cleaning supplies, paper products and Consumables necessary to perform Services needed throughout each facility in all areas. No changes in Consumables must be made without approval of the Facility Manager. Product samples should be made readily available for review and approval by the Facility Manager/designee upon request. All supplies and chemicals should be Environmentally Friendly and nationally recognized in the janitorial profession. All supplies and chemicals are subject to Citizens' approval prior to the start of Services. All equipment, materials, supplies, sprays, disinfectants, and chemicals required to perform cleaning Services are included in the hourly bill rate. Additional items (not included in Section 1.6. Consumables) supplied by Vendor and available to Citizens at a cost-plus 8% markup:

- 3.9.1. Hand sanitizer (for dispensers)
- 3.9.2. Disinfectant tub wipes
- 3.9.3. Specialty sprays and foggers

In the event additional Consumables are required within the scope of providing Services and are not listed in Section 1.6, Citizens retains the ability to compensate

(cost-plus 8%) the Vendor.

Vendor should have a comprehensive and complete list of all cleaning chemicals, with SDS, posted on-site, in an agreed upon location, prior to start of Services. Label data must be transferred to smaller containers and spray bottles to ensure personnel safety and proper use, per 29 CFR 1910.1200. Vendor is responsible for ensuring compliance with all reporting requirements.

All restroom dispensers are installed and established in each Facility. Vendor 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. Upon request, Vendor to provide replacement dispensers at Vendor's direct cost. No markup of these items is allowed

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, TB and Corona viruses. Vendor will only use sodium hydrochloride (bleach), abrasive cleaners or other acids, except phosphoric acid cleaner when necessary and approved by the Contract Manager or Facility Manager. All other cleaners must be industry-standard Environmentally Friendly with low flammability and low toxicity. No flammable products, including gasoline, may be stored in the Facility or on-site. Any additional costs incurred resulting from these requirements will be the sole responsibility of the Vendor.

3.9.4. **Inventory Levels:** The Vendor is responsible for providing a minimum three (3) week inventory level, on hand, at the location of the Services provided. Storage area will be provided by Citizens on-site.

3.9.5. All toilet paper rolls and paper towel rolls replaced during the course of providing Service that has a remaining paper on the roll, will be retained and collected in a clear plastic trash bag and given to the Facility Manager at the end of each month. Vendor should not remove or discard any Consumables purchased by Citizen's without prior approval.

3.9.6. **Waste Minimization Programs:** The 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.

3.10 **Additional Requirements.**

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

3.10.2. **Employees, Subcontractors, and Agents:** All employees, subcontractors, or agents performing work under the Agreement 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 Agreement.

3.10.3. **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 Agreement.

3.10.4. **Periodic Meetings with Facility Manager:** Within fifteen (15) calendar days following the effective date of the Agreement, 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. When a physical presence is not required, video calls can be held to assist in reducing travel time and cost. All meetings should be documented.

- 3.11 Vendor Staff Qualifications and Removal. 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 to Citizens. All Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling statutes, laws, and regulations relevant to the Services.

If Vendor knows or learns of circumstances indicating that a Vendor Staff member (i) lacks the proper training or qualifications to perform the Services; or, (ii) is lacking in honesty or integrity, then Vendor will not allow that person to perform Services under this Agreement. Further, if Citizens determines that a Vendor Staff member is unsuitable for his/her role under this Agreement for any reason, including but not limited to knowledge, skills, experience, abilities, academic qualifications, credentialing, licensure, veracity, or conduct, Citizens has the right to disallow that person from performing in such role and to require Vendor to promptly provide a qualified replacement reasonably acceptable to Citizens.

- 3.12 Background Screening Requirements. Except as specifically exempted in this Agreement, and in addition to any background screening, which will be required by the Vendor as a condition of employment, the Vendor warrants that it will conduct, prior to building 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. Prior to allowing Access, Vendor must provide written notification of the completion of all 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:

- a. Social security number trace; and,
- b. 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 3.5.2 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:

- a. all felony convictions;
- b. burglary/robbery;
- c. aggravated assault;
- d. sexual battery;
- e. kidnapping/false imprisonment;
- f. identity theft;
- g. murder/manslaughter/theft;
- h. all misdemeanor convictions involving intentional injury or loss, to person or property; and,
- i. all misdemeanor convictions involving endangerment to others while under the influence of alcohol or other substances.

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 11, concurs with the decision to allow Access.

3.12.4. The Vendor shall ensure that all Vendor Staff 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, of 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 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 shall provide written notification to Citizens of those Vendor Staff 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. In addition, Vendor shall provide annual written confirmation to Citizens that Vendor Staff continues to meet all background screening requirements.

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.

3.13 Other Background Checks. Vendor shall also conduct reasonable background checks to verify that the proposed Vendor Staff has met the minimum education, qualifications, or experience requirements as required by Citizens' Contract Manager or designee.

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, and without limiting any other remedies of Citizens, 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 warranty 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 immediately notify Citizens Contract Administrator of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its contractual obligations. Whether by Vendor's notification, Citizens' sole determination, or otherwise, in any case where Citizens is concerned with Vendor's ability or willingness to perform this Agreement is in jeopardy, Vendor acknowledges and agrees that, upon Citizens' request, Vendor shall timely provide Citizens with all reasonable assurances requested by Citizens to demonstrate that Vendor will continue to be able and willing to perform this Agreement.

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. Vendor acknowledges and agrees that Citizens may also monitor and record Vendor Staff communications to the extent they occur within or are connected to any Citizens resource, such as electronic or telecommunications systems.

4.4 Service Level Standards.

4.4.1. Reports. Upon request during each Business Day in which Services are performed by Vendor, Vendor's supervisors (if applicable to the location) shall complete a report, which shall be provided to the 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 in this Agreement. Periodically upon request, but at least monthly, in arrears and no later than the fifteenth (15th) calendar day of the month following the reporting month, Vendor shall provide report(s) to Citizens describing the performance inspections of the Services as compared to the Service Level Standards. The report(s) shall be in a form agreed to by Citizens and contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Vendor has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; (d) any Service Credit due to Citizens; and, (e) if requested, a rolling six-month Service Level Standard trend report for the Service Level Standard. 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 Level Standards. If Vendor fails to provide a report for a Service Level Standard in the applicable timeframe, the Service Level Standard shall be deemed to be completely failed for the purposes of calculating a Service Credit. Vendor shall, without charge, make Citizens' historical Service Level Standard reports available to Citizens upon request.

4.4.2. 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, Vendor shall issue the applicable Service Credits as agreed upon herein. The Service Credits will be issued on Vendor's next invoice to Citizens for the Services. The Service Credits are intended only to cover the diminished value of a Service that is delivered to Citizens. The acceptance of a Service Credit 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 Service Credit, 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 Service Credit is due as a condition of payment of

the same.

- 4.4.3. 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.
- 4.4.4. 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 4.4, 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.

5. Deliverables and Work Product.

- 5.1 Deliverables and Financial Consequences for Non-Delivery. 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 enforce financial consequences which can include: (a) withholding any payment associated with the Deliverable until such delivery is made; and/or, (b) terminating this Agreement in whole or in part for cause subject to the notice and cure provisions set forth in Section 12.3. below.

In addition, the following financial consequences shall also 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 provide and have on-site a list of all cleaning chemicals, with SDS, and continuously as modifications are made.	No later than the Agreement Effective Date 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 within fifteen (15) Business Days of due date.
Pre-Access Background Checks	The Vendor is required to submit written notification report to Citizens within fifteen (15) Business Days from the end of each month listing those Vendor Staff who have been screened.	Prior to the Agreement Effective Date 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 within five (5) Business Days of due date.
Annual Background Checks	The Vendor shall provide annual written confirmation to Citizens	Annually, starting July 1, 2023.	A service credit of 1% will be deducted from the monthly invoice if

	that Vendor Staff continue to meet all background screening requirements.		this supporting documentation is not received within five (5) Business Days of due date.
Employee Roster	Vendor's roster of approved Vendor Staff prior to the Agreement Effective Date.	Prior to the Agreement Effective Date 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 within fifteen (15) Business Days of the due date.
Hazardous Materials Emergency Response Training Documents	See Section 3.2.3., Training	Thirty (30) Business Days after Agreement execution.	A service credit of 1% will be deducted from the monthly invoice if this supporting documentation is not received within fifteen (15) Business Days of the due date.
Certificate of Insurance and Performance Bond	See Section 10 Insurance Requirements.	At least five (5) Business Days prior to start of Services.	N/A

6. Changes.

- 6.1 Change Process. Citizens may require changes altering, adding to, or deducting from the Services (each, a "Change"), provided that: (a) such Change is within the general scope of this Agreement; and, (b) Citizens will make an equitable adjustment in Vendor's compensation 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 Modifications. A Change resulting in an increase or decrease to Vendor's compensation, or the scope of Services must be evidenced by a formal amendment to this Agreement. All other changes shall be evidenced either by a written document acknowledged by the Contract Manager or designee of each Party or a formal amendment to this Agreement.

7. Corrective Action Plan.

- 7.1 Corrective Action Plan. When 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 Defect 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) calendar day period provided above, unless otherwise agreed to by Citizens in its sole discretion.

8. Compensation.

8.1 Maximum Compensation and Budget Requirement. Citizens’ obligation to pay Vendor for all Services accepted and reimbursable expenses under this Agreement (a) shall not exceed a total dollar amount of \$1,097,800 for Jacksonville and \$402,200 for Tallahassee; and, (b) is contingent on the availability of budgeted funds approved by Citizens’ Board of Governors on an annual basis.

8.2 Compensation Schedule. Vendor will be paid on a monthly basis for the Services accepted by Citizens in the preceding month according to the following table.

Jacksonville and Tallahassee			
Year		Day Porter Hourly Rate	Evening Services Hourly Rate
Year 1	7/1/2022 - 6/30/2023	\$16.54.00	\$16.54.00
Year 2	7/1/2023 - 6/30/2024	\$17.87.00	\$17.87.00
Year 3	7/1/2024 - 6/30/2025	\$19.21.00	\$19.21.00
Renewal Year 1	7/1/2025 - 6/30/2026	\$20.53.00	\$20.53.00
Renewal Year 2	7/1/2026 - 6/30/2027	\$21.20.00	\$21.20.00
Renewal Year 3	7/1/2027 - 6/30/2028	\$21.84.00	\$21.84.00
Consumables	7/1/2022 – 6/30/2028	Cost plus 8%	

8.3 Additional Services. In addition to the Services, Consumables and Day Porter costs outlined in the above tables, Citizens may request any of the following additional Services be performed by Vendor upon written request at the rates according to the following table.

Additional Services		
Additional Service	Rate	Description
Carpet Cleaning	\$.11-.13 square feet	Quote will be provided before work begins. Up to 25,000 square feet \$0.13; 25,001-50,000 square feet \$0.12; 50,001 and up square feet \$ 0.11.
Floor Cleaning/Stripping	\$0.30	Quote will be provided before work begins. Minimum of \$100.00 charge.
Interior Window Cleaning	\$7.00	Per panel. Quote will be provided before work begins.
Light Fixture Cleaning	\$8.00 per fixture	Per Fixture. Quote will be provided before work begins.
Cubicle Panels	\$6.00 per side	Per panel. Quote will be provided before work begins.
Other Specialty Cleaning, Disinfecting and Sanitizing Services	Varies	Quote will be provided before work begins. Cost will vary based on the type of specialty services required.

Other Services within scope requested by Citizens	Varies	Quote will be provided before work begins. Cost will vary based on the type of specialty services required.
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8.4 Projected Monthly Services / Monthly Calendar.

Citizens will provide to Vendor a monthly calendar by the 25th day of the prior month for both the Jacksonville and Tallahassee locations. The calendar will include the estimated number of Citizens' employees that are anticipated to be in-office for each day, including their associated floor assignments. The calendar projections are subject to change and flexibility, upon mutual agreement, to best meet the operational needs of both Citizens and the Vendor. The Parties anticipate mutual cooperation for the operational efficiency of both Parties.

8.5 Invoice and Invoice Validation. Vendor must timely submit all requests for compensation for Services or expenses, where permitted, in sufficient detail for a pre- or post-audit. The compensation request must include a unique invoice number, be in US dollars, legible, page-numbered, and dated. Vendor shall submit the original invoice electronically to: AccountsPayable@Citizensfla.com as identified in Section 11 Contract Managers. All late payment inquiries must be submitted to the attention of 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: (a) purchase order number/Agreement number/task order number, if applicable; (b) Vendor's name, address, phone number (and remittance address, if different); (c) Vendor's Federal Employment Identification Number; (d) Citizens' Contract Manager's name; (e) invoice date; (f) Services period; (g) taxes listed separately, if applicable (see Section 8.9.); and, (h) itemized Services for which compensation is being sought.

8.6 Payment Processing. 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) calendar days of Citizens' actual receipt of a complete and undisputed invoice. 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) calendar 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) calendar 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.

8.7 Travel-related Expenses. Citizens will not reimburse Vendor for travel-related expenses.

- 8.8 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.
- 8.9 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) calendar days following Citizens' request.
- 8.10 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 and Limitation of Liability.

- 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, employees, and policyholders (each, an "Indemnitee" and collectively, the "Indemnitees") from suits, actions, damages, liabilities, demands, claims, losses, expenses, 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 any Indemnitee, to the extent such Claim is caused by any act, error or omission, or misconduct of Vendor, its officers, directors, agents, employees, or contractors, including without limitation: (a) a violation of federal, state, local, international, or other laws or regulations; (b) bodily injury (including death) or damage to tangible personal or real property; (c) a breach of any obligation or representation made by Vendor under this Agreement; (d) any claim that any portion of the Services violates or infringes upon a trademark, copyright, patent, trade secret or intellectual property right; or, (e) 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.

9.2 Limitation of Liability.

9.2.1. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECULATIVE OR REMOTE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT.

9.2.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF **ONE MILLION DOLLARS U.S. DOLLARS (\$1,000,000.00)**. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED IN CONTRACT, EQUITY, TORT, OR OTHERWISE. THIS LIMITATION SHALL NOT APPLY TO: (A) ANY OBLIGATION OF INDEMNIFICATION SET FORTH IN THIS AGREEMENT; (B) ANY CLAIM OR DAMAGE CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT; (C) ANY CLAIM OR DAMAGE TO THE EXTENT COVERED BY AN INSURANCE POLICY REQUIRED IN THIS AGREEMENT.

9.2.3. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE LIMIT ON CITIZENS' LIABILITY FOR TORT CLAIMS UNDER SECTION 768.28, FLORIDA STATUTES.

9.2.4. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Insurance.

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

10.1.1. Workers' Compensation which provides coverage for Vendor's employees and independent contractors' 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 million per accident; provided, however, that such workers' compensation policy may exclude coverage for independent contractor employees who are covered by a workers' compensation policy that meets the requirements (including Employers' Liability coverage) set forth herein.

10.1.2. Commercial General Liability with minimum limits of \$1 million per occurrence (to include contractual liability for liability assumed hereunder) and \$2 million in the aggregate;

10.1.3. Umbrella Excess General Liability and Auto Liability insurance with

minimum limits of \$4 million in the aggregate; the umbrella excess policy must afford coverage equivalent to the commercial general liability and automobile liability coverages required in subsections 10.1.2. and 10.1.3.; the policy inception date must also be concurrent with the inception dates of the underlying general liability and automobile liability policies; if vendor maintains commercial general liability and automobile liability coverage that exceeds the minimum limits identified in 10.1.2. and 10.1.3., then Vendor may reduce its umbrella excess coverage limit by the corresponding amount;

- 10.1.4. Janitorial Performance Bond in the following amounts: \$25,000.00 (Jacksonville Vendor) and \$10,000.00 (Tallahassee Vendor).

The Vendor shall furnish Citizens with a performance guarantee in an amount equal to those described above. The form of the guarantee shall be a bond naming Citizens as the obligee and shall be furnished to the Contract Manager within forty-five (45) days of the execution of this Agreement. No payments shall be made to Vendor until the performance guarantee is in place and approved by Citizens in writing. Upon renewal of this Agreement, the Vendor shall provide proof that the performance guarantee has been renewed for the term of the Agreement renewal.

- 10.1.5. Professional Liability (errors and omissions) with minimum limits of \$1 million per claim and \$2 million in the aggregate.

- 10.1.6. Additional Insured Parties: Specific to the Jacksonville TIAA Bank Center Building only, the landlord has the insurance requirements listed below. Vendor's Commercial General Liability and Automobile Liability policies will include 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:

- a. Commercial General Liability per occurrence limit of \$2,000,000.00
- b. Automobile Liability Insurance limit of \$2,000,000.00
- c. Completed coverage and contracted products of \$1,000,000.00

- 10.2 Subcontractor Insurance Requirements. Each subcontractor used by Vendor to provide Services under this Agreement shall provide insurance as follows:

- 10.2.1. Workers' Compensation which provides coverage for the subcontractor's employees and independent contractors' 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 million per accident; provided, however, that such workers' compensation policy may exclude coverage for subcontractor's independent contractor employees who are covered by a workers' compensation policy that meets the requirements (including Employers' Liability coverage) set forth herein. **[Note:** The following exception should be considered on a case by case basis.] The workers' compensation policy may also exclude coverage for subcontractor's corporate officers or owners who have met all requirements for a coverage exemption in accordance with Florida law;

- 10.2.2. Commercial General Liability with minimum limits of \$1 million per occurrence (to include contractual liability for liability assumed hereunder)

and \$2 million in the aggregate; and,

10.2.3. Automobile Liability with combined single limits of not less than \$1 million per accident (this policy must include Symbol 1 “Any Auto” coverage); provided however, that if subcontractor does not own any vehicles and subcontractor does not have a schedule of vehicles covered under subcontractor’s automobile policy, then the policy may instead include both Symbol 8 “Hired Autos Only” and Symbol 9 “Nonowned Autos only”. Subcontractor must agree to secure Symbol 1 “Any Auto” coverage as set forth herein prior to taking ownership of any vehicle, and prior to scheduling any vehicles under subcontractor’s automobile policy.

10.2.4. Where a subcontractor provides a majority of the Services on behalf of Vendor, the subcontractor’s insurance requirements shall also include:

- a. Umbrella Excess General Liability and Auto Liability insurance with \$2 million per occurrence; the umbrella excess policy must afford coverage equivalent to the commercial general liability and automobile liability coverages required in subsections 10.2.2. and 10.2.3.; the policy inception date must also be concurrent with the inception dates of the underlying general liability and automobile liability policies; if subcontractor maintains commercial general liability and automobile liability coverage that exceeds the minimum coverage limits identified in 10.2.2. and 10.2.3., then subcontractor may reduce its umbrella excess coverage limit by the corresponding amount; and,
- b. Professional Liability (errors and omissions) with minimum limits of \$1 million per occurrence and \$2 million in the aggregate.

10.3 Insurance Company Qualifications. Each company issuing policies required under Section 10. must: (a) be licensed to transact business in the State of Florida; and, (b) have an AM Best Financial Strength rating of “A-” or above.

10.4 Defense Costs. The limits of indemnity coverage required under Section 10. shall not include costs incurred in defending against a claim and shall not be reduced by the payment of such costs; provided, however, that with respect to professional liability coverage as set forth in Section 10., Vendor may alternatively maintain coverage with minimum limits of \$2 million per claim and \$4 million in the aggregate.

10.5 Loss History. Vendor shall provide, or Vendor shall request its insurer to provide, upon request by Citizens, a list of claims paid (with amounts) in the three years prior to the date of Citizens’ request, together with a list of any outstanding claims with current reserves.

10.6 Vendor’s Insurance is Primary. The commercial general liability, auto liability, and excess (umbrella) insurance required under Section 10.1. shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Citizens, any Citizens Board Member, or any Citizens employee.

10.7 Citizens to be an Additional Insured. The Commercial General Liability and Auto Liability policies in Section 10. shall include Citizens as an additional insured. For Commercial General Liability coverage, the policy must include ISO Form #CG 20 10 10 01 or a comparable company specific endorsement.

- 10.8 Waiver of Subrogation. The insurance required under Section 10. shall include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 10.9 Coverage for Indemnity Obligations. The Commercial General Liability, Auto Liability, Umbrella Liability, and Professional Liability coverages shall cover claims made under the indemnity provisions of this Agreement.
- 10.10 Notice of Cancellation or Non-renewal. To the extent practicable, the Commercial General Liability and Professional Liability policies shall require thirty (30) calendar days prior written notice to Citizens of cancellation or non-renewal of any coverage, except for ten (10) calendar days prior written notice for non-payment of premium.
- 10.11 Proof of Coverage. Within thirty (30) calendar days of execution of this Agreement, and upon renewal or reissuance of coverage thereafter, Vendor must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required in Section 10. The certificates for Commercial General Liability, Umbrella Liability and Professional Liability insurance certificates must correctly identify the type of work Vendor is providing to Citizens under this Agreement. The agent signing the certificate must hold an active Insurance General Lines Agent license (issued within the United States).

11. Contract Administrator.

- 11.1 Citizens shall name a Contract Administrator during the term of this Agreement whose responsibility shall be to maintain this Agreement. Except for written notices not otherwise specifically required herein to be delivered to the Citizens' Contract Manager or designee, all written notices shall be delivered 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 and Purchasing
301 W Bay Street, Suite 1300
Jacksonville, Florida 32202
904-407-0225
Lori.Newman@citizensfla.com

- 11.2 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 operational obligations pursuant to the terms of this Agreement. As of the Effective Date, Citizens' and Vendor's Contract Managers are as follows:

Citizens' Contract Managers:

Jacksonville
Stewart Allen
301 W. Bay Street
Jacksonville, FL 32202
904-208-7631
Stewart.Allen@citizensfla.com

Tallahassee
Cherri Linn
2101 Maryland Circle
Tallahassee, FL 32303
850-521-8288
Cherri.Linn@citizensfla.com

Vendor's Contract Managers:

Jacksonville
Mike Tucker
5871 St. Augustine Road
Jacksonville, FL 32207

Tallahassee
Kyle Cook
301 Murray Rd. Suite 4
Dothan, AL 36301

904-737-2755
Michael.tucker2@abm.com

334-790-0523
Kyle.cook@abm.com

Each Party shall provide prompt written notice to the other Party of any changes to their Contract Manager; such changes shall not be deemed Agreement amendments.

- 11.3 Continuing Oversight Team. If a Continuing Oversight Team (“COST”) is established in accordance with s. 287.057(26), F.S., Vendor’s Contract Manager will attend the initial meeting of the COST (in person or remotely) and will respond to any written questions from the COST within ten (10) Business Days.

12. Suspension of Services; Termination; Transition Assistance.

- 12.1 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) calendar 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 13.2. 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.
- 12.2 Termination without Cause. By thirty (30) calendar 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. Additionally, Vendor may terminate this Agreement at any time and without cause or penalty upon ninety (90) days’ prior written notice to Citizens. The actual date of termination of this Agreement will be thirty (30) calendar days (or ninety (90) calendar days in the instance of Vendor’s right to terminate without cause) from the date of the written notice, or as otherwise specified in the terminating Party’s 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 and accepted by Citizens through the Termination Date but shall not be entitled to charge for or recover any “wind-down” costs, cancellation charges, or damages, including lost profits or reliance damages. 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.
- 12.3 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 breaching Party, in writing, of the nature of the breach and provide a reasonable time certain to cure the breach. The cure period will generally be ten (10) calendar days from receipt of the notice, provided that a cure period is not required if a cure is not feasible as determined by the non-breaching Party or if the breaching Party has already been notified of the breach and given at least ten (10) calendar days to correct it. If the

breaching Party does not cure the breach within the time provided by the non-breaching Party, and its breach is not legally excusable, the non-breaching Party may thereafter notify the breaching Party, in writing, that it considers the breaching 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 13.2.

- 12.4 Scrutinized Companies; Termination by Citizens. In addition to any other termination rights of Citizens as provided for in this Agreement, Citizens may, at its sole election, terminate this Agreement if Vendor: (a) is found to have submitted a false certification as provided under Section 287.135(5), F.S.; (b) has been placed on the "Scrutinized Companies with Activities in Sudan List;" (c) has been placed on the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;" (d) has been placed on the "Scrutinized Companies that Boycott Israel List;" (e) has been engaged in business operations in Cuba or Syria; or, (f) is engaged in a boycott of Israel.

13. Transition Assistance.

- 13.1 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) calendar days following the Termination Date. 16.1 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 a non-disclosure agreement acceptable to Vendor.
- 13.2 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 stated in this Agreement or rates negotiated by the Parties prior to the rendering of the post-termination Transition Assistance; 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.
- 13.3 Notwithstanding any provision to the contrary, Vendor is not obligated to provide Transition Assistance if Vendor terminates this Agreement for Citizens' material breach, non-payment, or a Force Majeure Event.

14. Disputes.

- 14.1 Dispute Resolution Process. Each Party will make a good faith effort to resolve

any disputes relating to this Agreement prior to commencing a legal action. These efforts may include an offer to arrange for executive-level discussions or an offer to submit the dispute to non-binding mediation. This section shall not apply if (a) a Party considers the immediate commencement of a legal action for an injunction necessary to protect its interests (e.g., to protect against the improper use or disclosure of its confidential information); or, (b) the dispute is subject to another provision in this Agreement that includes a different dispute resolution process. For the sake of clarity, Citizens is not subject to the dispute resolution processes set forth in The Florida Administrative Procedure Act, Chapter 120, Florida Statutes.

- 14.2 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.
- 14.3 The provisions of this Section shall survive the termination of this Agreement.

15. Records; Audits; Public Records Law.

- 15.1 Record Retention. Vendor shall retain all records relating to this Agreement for the longer of: (a) five (5) years after the termination of this Agreement; or, (b) the period specified by Citizens as necessary to comply with Florida law.
- 15.2 Right to Audit and Inquire. Citizens shall have reasonable access to Vendor's facilities and has the right to review and audit any of Vendor's records relating solely to this Agreement, upon written notice to Vendor of at least three (3) Business Days. Vendor also agrees to reasonably cooperate with any independent inquiries made by Citizens' Office of Internal Audit and Office of the Inspector General. Vendor shall cooperate with the requestor and provide requested documentation in a timely manner (preferably within five (5) Business Days). Vendor must resolve any deficiencies discovered during an 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 audits to assess Vendor's corrective action(s). Any entity performing auditing services on behalf of Citizens 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 shall not unreasonably delay or inhibit Citizens' right to audit or inquire as set forth in this Section. 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.
- 15.3 Public Records Laws. Vendor acknowledges that Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes, (collectively, "Florida's Public Records Laws"). Therefore, any information provided to Citizens or maintained by Vendor in connection with this Agreement may be subject to

disclosure to third parties.

- 15.3.1. Protection of Vendor's Confidential Information. 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 disclosure requirements of Florida's Public Records Law. Other Florida Statutes allow for various protection of vendor's trade secrets and financial information. In order to protect any information provided to Citizens that Vendor considers to be protected from disclosure under Florida law ("Vendor's Confidential Information"), Vendor should clearly label and mark each page or section containing such information as "Confidential", "Trade Secret" or other similar designation.
- 15.3.2. Responding to Request for Vendor's Confidential Information. 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. To the extent permitted by law, 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 Florida's Public Records Laws, 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 reimburse Citizens for any attorneys' fees, costs, and expenses incurred by Citizens or awarded against Citizens in any legal proceeding in which the issue is a third party's challenge to Vendor's assertion of an exemption under Florida's Public Records Laws.
- 15.3.3. Vendor's Duty to Forward Records Requests to Citizens. If Vendor receives a PRR that is in any way related to this Agreement, Vendor agrees to immediately notify Citizens' Records Custodian and forward the PRR to Citizens' Records Custodian for logging and processing. Citizens' Records Custodian's 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 Florida's Public Records Laws.
- 15.3.4. Additional Duties. To the extent Vendor is "acting on behalf of" Citizens as provided under Section 119.011(2), Florida Statutes, Vendor must: (a) keep and maintain public records required by Citizens to perform the Services; (b) upon request of Citizens' Records Custodian, provide Citizens with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law, for the duration of the term of this Agreement and following the completion of this Agreement if Vendor does not transfer the records to Citizens; and, (d) upon completion of this Agreement, transfer at no cost to Citizens all public records in possession of Vendor or, alternatively, Vendor may keep and maintain all records required by Citizens to perform the Services. If Vendor transfers all public records to Citizens upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to Citizens, upon request by Citizens' Records Custodian, in a format that is compatible with the information technology systems of Citizens.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT CITIZENS' RECORDS CUSTODIAN AT (i) (850) 521-8302; (ii) RECORDSREQUEST@CITIZENSFLA.COM; OR, (iii) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303.

- 15.4 Remedies. Vendor will hold Citizens harmless from any actions resulting from Vendor's non-compliance with Florida's Public Records Laws. 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 unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
- 15.5 The provisions of this Section shall survive the termination of this Agreement.

16. Miscellaneous.

- 16.1 Business Continuity and Disaster Recovery Plan. Vendor shall have a viable, documented, effective and annually tested business continuity/disaster recovery strategy plan in place to mitigate the potential disruption of Services. Within thirty (30) calendar days of execution of the Agreement, at its own cost and expense, Vendor shall provide to Citizens evidence and results of its tested business continuity/disaster recovery plan and annually thereafter by April 15th during the term of this Agreement.
- 16.2 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.

- 16.3 Vendor Conflicts of Interests. Vendor must execute a Conflict of Interest Form as required by Citizens from time to time. 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.
- 16.4 No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
- 16.5 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.
- 16.6 Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement. This includes: (a) registration and annual renewal of authority to transact business in the State of Florida (via www.sunbiz.org) or Vendor's annual written attestation that such authorization is not required; and, (b) maintaining all other necessary permits or licenses from federal, state, and local regulatory/licensing authorities.
- 16.7 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. Vendor's use of any subcontractors in the performance 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.
- 16.8 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.
- 16.9 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.
- 16.10 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 corrective action, up to and including contract termination. Vendor may only use the approved Citizens logo, which may be obtained by sending a request via email to: newsroom@citizensfla.com.

- 16.11 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.
- 16.12 Modification of Terms. Except as otherwise provided for herein, 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.
- 16.13 Assignments. This Agreement shall inure to the benefit 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.
- 16.14 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.
- 16.15 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.

- 16.16 Force Majeure. Neither Party shall be responsible for delays or disruptions in performance if the cause of the delay or disruption was beyond that Party's reasonable control (or the reasonable control of its employees, subcontractors, or agents) to the extent not occasioned by the fault or negligence of the delayed or disrupted Party. In no case shall Vendor's labor matters, such as strikes or availability of subcontractors, if any, be considered a force majeure event. Further, this Section may not be invoked to excuse or delay Vendor's compliance with its obligations to protect Citizens Confidential Information or Citizens Data. To be excused from delays or disruptions hereunder, Vendor must promptly notify Citizens in writing of the delay or disruption. If the delay or disruption is justified, as solely determined by Citizen, 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 or disruption 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 any increase in price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays or disruptions.

Because of the nature of Citizens' business, Citizens requires that Vendor take every reasonable measure to avoid or minimize any delay or disruption under this Section, including the timely activation of Vendor's business continuity and disaster recovery plans. Where Vendor fails to undertake such efforts, the delay or disruption shall be included in the determination of any service level achievement.

If a force majeure event results in a partial reduction in Vendor's capacity to serve its clients, Vendor agrees that Citizens will receive the same or better priority as Vendor's other clients with respect to the allocation of Vendor's resources.

- 16.17 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.
- 16.18 Public Records Addendum ("Addendum"). Vendor agrees that the Addendum attached hereto is hereby incorporated into this Agreement in order to address the public posting of this Agreement and its disclosure to third parties.
- 16.19 Non-Solicitation. If, during the term of this Agreement or for twelve (12) months thereafter, Citizens knowingly directly or indirectly retains the services of any Vendor employee, or former Vendor employee within six (6) months of that employee's termination date from Vendor who has provided Services to Citizens on behalf of Vendor, Citizens agrees that Vendor will be damaged, but that the amount of this damage will be difficult to determine. Accordingly, Citizens agrees that for each such Vendor employee hired by Citizens, Citizens will pay Vendor the equivalent of twenty percent (20%) of that employee's annualized regular compensation (not including overtime) while with Vendor as liquidated damages. The foregoing shall not apply if the employee is hired by Citizens as a result of such employee's response to any general and public solicitation for positions (e.g.,

through newspaper advertisement, job board site, company website or headhunter).

- 16.20 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.

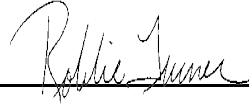
[Signature Page Follows]

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

CITIZENS PROPERTY INSURANCE CORPORATION

ABM INDUSTRY GROUPS, LLC

DocuSigned by:
Violet Bloom
F390B38167024A0...



Signature

Signature

violet bloom

Robbie Turner

Print Name

Print Name

CHRO

Regional Vice President

Title

Title

6/29/2022

June 28, 2022

Date Signed

Date Signed

DocuSigned by:
Kelly Booten
7B9C7AA80097483...

Signature

Signature

Kelly Booten

Print Name

Chief operating officer

Title

6/29/2022

Date Signed

**ADDENDUM 1
PUBLIC RECORDS ADDENDUM (“ADDENDUM”)**

Company Name (“Vendor”): ABM Industry Groups, LLC
Agreement Name/Number (“Agreement”): Agreement 21-22-0019-00
Primary Vendor Contact Name: Michael Tucker
Telephone: 904.737.2755
Email: Michael.tucker2@abm.com

Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes. As a part of providing public access to Citizens’ records, Citizens makes its contracts available on Citizens’ external website located at www.citizensfla.com/contracts. This Addendum is incorporated into the Agreement in order to address Citizens’ public posting of the Agreement and its disclosure to third parties.

If Vendor asserts that any portion of the Agreement is exempt from disclosure under Florida public records laws, (the “Redacted Information”), such as information that Vendor considers a protected “trade secret” per Section 815.045, Florida Statutes, then Vendor must select the corresponding declaration below and provide the following to Vendor.ManagementOffice@citizensfla.com:

- (1) **A copy of the Agreement in PDF format with the Redacted Information removed (the “Redacted Agreement”); and,**
- (2) **A dated statement on Vendor’s letterhead in PDF format clearly identifying the legal basis for Vendor’s redaction of the Redacted Information (the “Redaction Justification”).**

Vendor must select one of the two declarations below. If Vendor does not select one of the two declarations below, or if Vendor fails to provide the Redacted Agreement and Redaction Justification within thirty (30) calendar days of Vendor’s receipt of the fully executed Agreement, then without further notice to Vendor, Citizens may post the non-redacted version of the Agreement on its public website and may release it to any member of the public.

<u>Vendor Declaration:</u>
<input checked="" type="checkbox"/> Vendor WILL NOT SUBMIT a Redacted Agreement. Citizens may post Vendor’s full, complete, and non-redacted Agreement on its public website, and may release the Agreement to any member of the public without notice to Vendor.
Or
<input type="checkbox"/> Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor WILL SUBMIT a Redacted Agreement and a Redaction Justification within thirty (30) calendar days of receipt of the fully executed Agreement. Citizens may post Vendor’s Redacted Agreement on its public website, or release it to any member of the public, without notice to Vendor. If Citizens receives a public records request for the Agreement, Citizens will provide only the Redacted Agreement and Redacted Justification to the requestor. Vendor acknowledges that, in the event of any legal challenge regarding these redactions, Vendor will be solely responsible for defending its position or seeking a judicial declaration.