

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A SERVICES AGREEMENT WITH A-ACTION JANITORIAL SERVICE, INC., A GEORGIA CORPORATION, FOR FC-6949, JANITORIAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, IN AN AMOUNT NOT TO EXCEED \$633,963.24; ALL SERVICES WILL BE CHARGED TO AND PAID FROM FDOA: 5501 (AIRPORT REVENUE FUND) 180301 (DOA AVIATION MAINTENANCE - ADMINISTRATION) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.

Workflow List:

Finance	Completed	04/18/2014 10:50 AM
Jeff Strickland	Completed	04/18/2014 11:45 AM
Miguel Southwell	Completed	04/18/2014 12:45 PM
Procurement	Completed	04/18/2014 1:39 PM
Adam Smith	Completed	04/18/2014 3:07 PM
Mayor's Office	Completed	04/18/2014 3:25 PM
Office of Research and Policy Analysis	Completed	04/18/2014 3:31 PM
Transportation Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

Certified by Presiding Officer	Certified by Clerk
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

LEGISLATION HISTORY - BLUE BACK

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A SERVICES AGREEMENT WITH A-ACTION JANITORIAL SERVICE, INC., A GEORGIA CORPORATION, FOR FC-6949, JANITORIAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, IN AN AMOUNT NOT TO EXCEED \$633,963.24; ALL SERVICES WILL BE CHARGED TO AND PAID FROM FDOA: 5501 (AIRPORT REVENUE FUND) 180301 (DOA AVIATION MAINTENANCE - ADMINISTRATION) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”) solicited bids for FC-6949, Janitorial Services at Hartsfield-Jackson Atlanta International Airport, on behalf of the Department of Aviation; and

WHEREAS, the Aviation General Manager and the Chief Procurement Officer recommend that the contract for FC-6949, Janitorial Services at Hartsfield-Jackson Atlanta International Airport, be awarded to the lowest responsive and responsible bidder, A-Action Janitorial Service, Inc., a Georgia corporation, dba “A-Action Incorporated,” for a term of three (3) years, with option for two (2) separate, consecutive one (1) year renewal term.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor, or his designee, is authorized to execute a Services Agreement for three (3) years with A-Action Janitorial Service, Inc., a Georgia corporation, for FC-6949 on behalf of the Department of Aviation, in an amount not to exceed \$633,963.24.

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from FDOA: 5501 (Airport Revenue Fund) 180301 (DOA Aviation Maintenance - Administration) 5212001 (Consulting/Professional Services) 7563000 (Airport), payments as follows over three years:

FY14 - May 1, 2014 to June 30, 2014 - \$35,220.18

FY15 - July 1, 2014 to June 30, 2015 - \$211,321.08

FY16 - July 1, 2015 to June 30, 2016 - \$211,321.08

FY17 - July 1, 2016 to April 30, 2017 - \$176,100.90

BE IT FURTHER RESOLVED, that the City Attorney is hereby directed to prepare a Services Agreement for execution by the Mayor, or his designee.

AND FINALLY BE IT RESOLVED, that the Services Agreement shall not become binding upon the City and the City shall incur no obligation or liability under it until it has been duly executed by A-Action Janitorial Service, Inc., returned to the City with all required submittals, including insurance and bonding, if applicable, executed by the Mayor, or his designee, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to A-Action Janitorial Service, Inc.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview:

Caption:

Council Meeting Date:

Requesting Dept.:

FAC Confirmed by:

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

Authorization for the Mayor to execute a Contractual Agreement for a term of three (3) years with A-Action Janitorial Service, Inc. for FC-6949, Janitorial Services at Hartsfield-Jackson Atlanta International Airport.

The Contractor shall provide janitorial services to the Department of Aviation. This work is to be performed daily, Monday through Friday, except regular City holidays unless a specific request is made to the Contractor in advance or as specifically stipulated in designated areas.

2. Please provide background information regarding this legislation.

The current janitorial services contract for the Airport is on a month to month basis and will expire on April 30, 2014. This legislation is to execute a new Contractual Agreement to the most responsive, responsible bidder, A-Action Janitorial Service, Inc., for a term of three (3) years, with option for two (2) separate, consecutive one (1) year renewal terms.

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc.):** Services Agreement
- (b) **Source Selection:** Bid
- (c) **Bids/Proposals Due:** December 5, 2013 at 2:00 PM
- (d) **Invitations Issued:** N/A
- (e) **Number of Bids:** Eleven (11) - - Six (6) Eligible*

(f) **Proposals Received:** N/A

(g) **Bidders/Proponents:**

- i) Building Maintenance Services, Inc.*
- ii) A-Action Janitorial Service, Inc.*
- iii) United Services Corporation*
- iv) Master Building Service*
- v) Acsential Services, Inc.*
- vi) P&P Commercial*
- vii) KeeClean Management, Inc.
- viii) American Maintenance
- ix) Imagann Cleaning Services, Inc.
- x) American Facility Services
- xi) Facility Supply Group, Inc.

(h) **Term of Contract:** Three (3) years, with option for two (2) separate, consecutive one (1) year renewal terms.

4. Fund Account Center:

FDOA 5501 (Airport Revenue Fund) 180301 (DOA Aviation Maintenance-Administration) 5212001 (Consulting/Professional Serv) 7563000 (Airport).

5. Source of Funds: Airport Revenue Fund

6. Fiscal Impact: \$ 633,963.24 over three years (approximate estimates below)

FY14 – May 1, 2014 to June 30, 2014 - \$35,220.18

FY15 – July 1, 2014 to June 30, 2015 - \$211,321.08

FY16 – July 1, 2015 to June 30, 2016 - \$211,321.08

FY17 – July 1, 2016 to April 30, 2017 - \$176,100.90

7. Method of Cost Recovery: Some of the revenue generated from the CPTC Lease, Parking, and Concessions will be used to cover the costs.

This Legislative Request Form Was Prepared By: Robert Palmer

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Transportation

Chief of Staff Deadline: 04/11/14

Anticipated Committee Meeting Date(s): 04/30/14

Anticipated Full Council Date: 05/05/14

Legislative Counsel's Signature: Jeffrey Strickland *Jeffrey Strickland*

Commissioner's Signature: *PM BB* *[Signature]*

Chief Financial Officer: N/A

Chief Information Officer Signature (for IT Procurements) N/A

Chief Procurement Officer Signature: *[Signature]*

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A SERVICES AGREEMENT WITH A-ACTION JANITORIAL SERVICE, INC., A GEORGIA CORPORATION, FOR FC-6949, JANITORIAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, IN AN AMOUNT NOT TO EXCEED \$633,963.24; ALL SERVICES WILL BE CHARGED TO AND PAID FROM FDOA: 5501 (AIRPORT REVENUE FUND) 180301 (DOA AVIATION MAINTENANCE - ADMINISTRATION) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any) \$633,963.24

Mayor's Staff Only

Received by CPO: 3/28/14
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: *[Signature]* 3/31/14
(date)

Reviewed by: _____
(date)

Submitted to Council: _____
(date)

Attachment: A-Action Janitorial Transmittal (14-R-3495 : A-Action Janitorial Services)

Legislative White Paper

Committee of Purview: Transportation

Caption:

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A SERVICES AGREEMENT WITH A-ACTION JANITORIAL SERVICE, INC., A GEORGIA CORPORATION, FOR FC-6949, JANITORIAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, IN AN AMOUNT NOT TO EXCEED \$633,963.24; ALL SERVICES WILL BE CHARGED TO AND PAID FROM FDOA: 5501 (AIRPORT REVENUE FUND) 180301 (DOA AVIATION MAINTENANCE – ADMINISTRATION) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.

Council Meeting Date: 05/05/14

Legislation Title: A-Action Janitorial Services Agreement

Requesting Dept.: Aviation

Contract Type: Services Agreement

Source Selection: Bid

Bids/Proposals Due: December 5, 2013 at 2:00 pm

Invitations Issued: N/A

Number of Bids/

Proposals Received: Eleven (11) – Six (6) Eligible*

Bidders/Proponents:

1. Building Maintenance Services, Inc.*
2. A-Action Janitorial Service, Inc.*
3. United Services Corporation*
4. Master Building Service*
5. Acsential Services, Inc.*
6. P&P Commercial*
7. KeeClean Management, Inc.
8. American Maintenance
9. Imagann Cleaning Services, Inc.
10. American Facility Services
11. Facility Supply Group, Inc.

Background:

Authorization for the Mayor to execute a Contractual Agreement for a term of three (3) years with A-Action Janitorial Service, Inc. for FC-6949, Janitorial Services at Hartsfield-Jackson Atlanta International Airport.

The Contractor shall provide janitorial services to the Department of Aviation. This work is to be performed daily, Monday through Friday, except regular City holidays unless a specific request is made to the Contractor in advance or as specifically stipulated in designated areas.

The current janitorial services contract for the Airport is on a month to month basis and will expire on April 30, 2014. This legislation is to execute a new Contractual Agreement to the most responsive, responsible bidder, A-Action Janitorial Service, Inc. for a term of three (3) years, with option for two (2) separate, consecutive one (1) year renewal terms.

Source of Funds: Airport Revenue Fund

Fiscal Impact: \$633,963.24

Term of Contract: Three (3) years, with option for two (2) separate, consecutive one (1) year renewal terms.

Method of Cost Recovery: Some of the revenue generated from the CPTC Lease, Parking, and Concessions will be used to cover the costs.

Approvals:

DOF: yes

DOL: yes

Prepared By: Anita Williams

Contact Number: 404-382-2313



Kasim Reed
Mayor

Miguel Southwell
Interim Aviation
General Manager

To: Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement

From: Miguel Southwell
Interim Aviation General Manager

Date: February 24, 2014

Subject: **Contract FC-6949 Janitorial Services
Recommendation for Award**

The Department of Aviation (DOA) has completed its review of the Bid Packages as provided by the Department of Procurement for the above referenced project. The six (6) eligible bids as determined by the Office of Contract Compliance and the Department of Procurement are as follows:

The amounts from the eligible bidders were:

1. Building Maintenance Services, Inc.	\$ 168,449.28
2. A-Action Incorporated	\$ 211,321.08
3. United Services Companies	\$ 446,618.35
4. Masters Building Services, Inc.	\$ 291,816.62
5. Acsential Services, Inc.	\$ 226,799.64
6. P & P Commercial Cleaning Services	\$ 2,096,500.00

We have attached the Bid Tabulation spreadsheet for your information and use.

After an extensive review of the Bids and comparing them to the requirements of the bid documents ("Bid Documents"), including documentation and response from references in accordance with City Code Section 2-1188 Competitive Sealed Bidding, Subsection (K) Award; DOA recommends that legislation be submitted authorizing an award of Contract FC-6949, Janitorial Service to **A-Action Incorporated**, the 2nd lowest Bidder for this procurement and the most responsive and responsible bidder.

The purpose of this Memorandum is to outline the DOA's rationale for rejecting the Bid of Building Maintenance Services, Inc. for an award recommendation, as we believe this bidder does not comply with the "responsible" and "responsive" requirements under the City's Procurement and Real Estate Code, as those terms are defined in Code Section 2-1102:



City of Atlanta • Department of Aviation
P.O. Box 20509 • Atlanta, GA USA 30320-2509 • Tel: (404) 530-6600
www.atlanta-airport.com

Attachment: A-Action Janitorial Transmittal (14-R-3495 : A-Action Janitorial Services)

“*Responsible offeror* means any person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. *Responsive offeror* means a person who has submitted an offer that conforms in all material respects to the invitation for bids or request for proposals.”

Bids must be responsive to stated requirements/qualifications or may be considered non-responsive and rejected. The Bid Documents contained the following minimum qualifications:

- Each Bidder shall demonstrate and document prior Janitorial Contracting experience working on similar size projects and scope. Documentation of prior experience should include, at a minimum, five projects of similar scope performed within the past 6 years.
- The successful bidder must have a minimum of three (3) years documented experience managing, administering, and operating the type of services required by the bid documents. Contractor must have performed said services in similar sized facilities – minimum requirement of 250,000 sq.ft.
- Each Bidder must submit documentation with its Bid demonstrating that Bidder is duly authorized to conduct business in the State of Georgia.

Most of these requirements were provided in the “Evidence of Satisfaction of Minimum Qualifications” section/submittal of each received Bid. While Building Maintenance Services, Inc. submitted a client list outlining projects of similar scope, the Bidder did not provide sufficient information documenting experience working on similar size projects. In addition, a reference documented concern with this Bidder “not being equipped to hold large accounts of many large buildings”. Furthermore, the City’s Division of Risk Management and Office of Contract Compliance may discover additional defects in the Bid and the DOA defers to them in those reviews. For these reasons, we believe that Building Maintenance Services, Inc. did not provide the most responsive or responsible Bid.

As a result, the DOA recommends that the Janitorial Contract be awarded to A-Action Incorporated, as the 2nd lowest, most responsive and responsible Bidder under this procurement in an amount not to exceed \$ 211,321.08. The DOA would like to submit legislation requesting authorization to execute a Contract with **A-Action Incorporated** to be considered at the March 17, 2014 Council session.

If additional information is required, please contact Yanique Swan at 404-382-2231

**FC-6949
JANITORIAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT
SERVICE AGREEMENT**

This Services Agreement ("Agreement") is entered into and effective as of _____ (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Service Provider" or "Contractor") set forth below.

Contract Name: JANITORIAL SERVICES	Contract No. FC-6949
Service Provider	City of Atlanta
Name:	Using Agency: Department of Aviation
Address:	Address: 6000 North Terminal Parkway Suite 4000 Atlanta, GA 30320
Phone:	Phone: 404-382-2003
Fax:	Fax:
Authorized Representative:	Authorized Representative: Chris Davis

1. Background.

- 1.1. City desires to obtain from Service Provider the services ("Services") described generally on Exhibit A attached.
- 1.2. The total not to exceed compensation amount payable by City during the term of this Agreement is \$_____ ("Maximum Payment Amount"). More detailed terms concerning compensation payable under this Agreement are set forth on Exhibit A.

2. Term.

2.1. Initial Term. The initial term of this Services Agreement will be three (3) years. This Services Agreement shall commence on the Effective Date and end on three (3) years from the Effective Date. The initial term of the Services Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2. Renewal Terms. The City shall have the right in its sole discretion to renew this Services Agreement for two (2) additional one (1) year terms according to the following procedure:

2.2.1. If the City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2. If such legislation is enacted, within thirty (30) days of such enactment, the City will notify Contractor of such renewal, at which time Contractor shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Contractor that its initial execution of this Services Agreement is deemed its Services Agreement to continue to provide Services during any renewal Term.

3. **Interpretation.**

3.1. All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on Exhibit C attached hereto.

3.2. If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:²

1. Agreement
2. Exhibit A – Scope of Work and Technical Specifications
3. Exhibit A-1 – Bid Form
4. Exhibit B – Authorizing Legislation
5. Exhibit C – Definitions
6. Exhibit D – Insurance Requirements (Attachment 1)
7. Exhibit D – 1 – Performance and Payment Bonds (Attachments 1-2)
8. Exhibit E – Airport Security Requirements
9. Exhibit F – Dispute Resolution Procedures
10. Appendix A – Office of Contract Compliance Requirements
11. Appendix B – Contractor Affidavit
12. Additional Contract Documents

4. **Authorization.** This Agreement is authorized by legislation adopted by City which is attached as Exhibit B.

5. **Services.**

5.1. **Description of Services.** Service Provider agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on Exhibit A.

² For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

5.2. **Resources.** Except as otherwise expressly provided in this Agreement, all equipment and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

5.3. **Change Documents.**

5.3.1. This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").³ All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2. Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

5.3.2.1. Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

5.3.2.2. Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

5.3.2.3. Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

5.3.2.4. Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3. City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Service Provider shall evaluate it and submit a written response ("Proposed Change").

³ Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

Document”). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

5.3.4. Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5. Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

5.3.6. City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in Exhibit F. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4. **Suspension of Services.** City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6. **Service Provider's Obligations.**

6.1. **Service Provider Personnel.** Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel,

all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

- 6.2. **Service Provider Authorized Representative.** Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.
- 6.3. **Qualifications.** Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.
- 6.4. **Removal of Personnel Assigned to City Contract.** Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to this Agreement of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from this Agreement. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.
- 6.5. **Subcontracting.** Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.
- 6.6. **Key Service Provider Personnel and Key Subcontractors.**

6.6.1. The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

_____; and

6.6.2. The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

_____; and

6.6.3. Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7. **Conflicts of Interest.** Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8. **Commercial Activities.** Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to Third Parties for establishing any activities on City property.

7. **City's Authorized Representative.**

7.1. **Designation and Authority.** City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2. **City's Right to Review and Reject.** Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However,

Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. **Payment Procedures.**

- 8.1. **General.** City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services.
- 8.2. **Invoices.** Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with Exhibit A. Each invoice shall be in such detail and in such format as City may reasonably require.
- 8.3. **Taxes.** The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.
- 8.4. **Payment.** City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on Exhibit A, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.
- 8.5. **Disputed Charges.** If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.
- 8.6. **No Acceptance of Nonconforming Work.** No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.
- 8.7. **Payment of Other Persons.** Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.
- 8.8. **Service Provider Representations and Warranties.** As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

- 8.9. **Authority.** Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.
- 8.10. **Standards.** The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.
- 8.11. **Conformity.** The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.
- 8.12. **Materials and Equipment.** Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.
9. **Compliance with Laws.**
- 9.1. **General.** Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.
- 9.2. **City's Socio-Economic Programs.** Service Provider shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.
- 9.3. **Consents, Licenses and Permits.** Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.
10. **Confidential Information.**

10.1. **General.** Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

10.2. **Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information.** Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

11. **Work Product.**

11.1. Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Service Provider or any of its subcontractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Service Provider's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Service Provider and its contractors grant the City a non-exclusive,

perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

- 11.2. If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.
- 11.3. City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.
- 11.4. To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.
- 11.5. Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

12. **Audit and Inspection Rights.**

12.1. **General.**

- 12.1.1. Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full

cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

12.1.2. All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

12.1.3. Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

12.1.4. If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

12.2. **Records Retention.** Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

13. **Indemnification by Service Provider.**

13.1. **General Indemnity.** Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

13.1.1. Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

13.1.2. compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);

13.1.3. any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

13.1.4. death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

13.1.5. damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

13.2. **Intellectual Property Indemnification by Service Provider.** Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

14. **Limitation of Liability.**

14.1. **General.** THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING

OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE; AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 14.2. **Exceptions to Limitations.** The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.
- 14.3. **Insurance and Bonding Requirements.** Service Provider shall comply with the insurance and bonding requirements set forth on Exhibits D and D-1.
- 14.4. **Force Majeure.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

provided as changes occur. The Program shall include, but not be limited to the following:

1. An inspection system, covering all the services to be performed under the Contract. It must specify areas to be inspected on either a scheduled or unscheduled basis and the name and title of the individual(s) who will do the inspections.
 2. A method of identifying deficiencies in the quality of services Performed before the level of performance becomes acceptable.
 3. A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the City upon request.
- D. All information required by Section 14.0 A, B, and C must be submitted to and approved by the Airport Maintenance Director or designee prior to beginning work.
- E. Schedules for each location as required by Section 14.0 B are to be in a Checklist format and copies will be posted at each location. Contractor's Employees shall sign the schedule as duties are completed.
- F. The Daily Requirements as listed in Section 19.0 shall be posted at each location. The Contractor's employees shall sign the list on a daily basis.

14.0 WAGES

- A. The Contractor shall maintain payroll records during the entire term of the Contract and any Contract extensions. A copy of the payroll summary shall be forwarded to the City no later than five (5) working days after each pay period.

15.0 PAYMENTS TO CONTRACTOR

- A. The Contractor shall be paid monthly the amount stated on Exhibit A.1 attached.
- B. The City may require services beyond the scope of these Contractual documents. The Contractor will provide a cost proposal for these extra services as requested based on the per unit price, which includes the cost of direct labor with supervision, payroll (see Section 9.0), plus overhead and burden.

Unit price shall be a square-foot cost as listed for the following:

1. General cleaning as defined in the contract
 - a. For offices, restrooms and common use areas
 2. Stripping and waxing floors (base board included)
 3. Carpet cleaning (base board included)
 4. Light fixtures.
- C. The City reserves the right to increase and/or decrease any work locations. Contractor's compensation will be adjusted accordingly.

16.0 RULES AND REGULATIONS

The Contractor agrees to observe and obey any and all rules and regulations adopted by the City of Atlanta, and such regulations as set forth by the Federal, State and local government/authorities.

17.0 REPAIR OF BUILDING

The Contractor shall notify the Airport Maintenance Director or designee immediately of any fixtures, building equipment, or material which have become loose, out of order, or in need of repair or replacement.

18.0 DAILY

- A. All composition floors shall be swept and/or damp mopped to remove dirt and soiling and deodorized.
- B. All Terrazzo, Marble, and Ceramic floors and stairways shall be wet mopped. These areas shall be sealed and polished wherever wear is noticeable.
- C. All office counters, furniture, cabinets, desks, chairs, ledges, windowsill partitions, pictures, and other wall adornments, etc. are to be dusted and cleaned.
- D. Empty wastebaskets, trashcans, ashtrays, sand urns, water urns, etc. Empty recycle bins into recycle containers. Supply sand and water urns with fresh sand or water. Trash shall be placed in designated locations.
- E. Marks and smudges shall be removed as needed from all walls, doors, floors, partitions, elevator cars and doors, light switches, electric and telephone outlets, doorknobs, mirrors, and other high-traffic areas.
- F. Report burned-out lights to Airport Maintenance.
- G. All areas shall be cleaned with the same type and level of cleaning.
- H. All Guard Booths shall be cleaned by sweeping, mopping, and trash removal. Contractor's representative(s) responsible for cleaning Guard Booth #1A, #78, #42 and #42A will require escort by the City's designated representative.
- I. All Police Booths shall be cleaned by sweeping, mopping, and trash removal.
- J. All Taxi Starter Booths shall be cleaned by sweeping, mopping, and trash removal.
- K. All sinks and drinking fountains shall be cleaned and sanitized.
- L. All kitchen/breakroom areas shall be cleaned and sanitized.
- M. All Technical Support Campus Entrance and Maintenance Building 1, C4, TSOD, K-9, North Cargo Areas shall have all glass doors and metal trim cleaned and dry shined per schedule, and the Front Entrance shall be swept and trash-free. The parking lot shall be cleaned so that it is also kept trash-free from any trash that is removed from the building, including the area in and around the trash dumpsters.
- N. Restrooms
 - 1. Urinals, commodes, and washbasins shall be cleaned and disinfected.
 - 2. Mirrors shall be polished.
 - 3. Stall partitions and tile walls shall be cleaned and sanitized.
 - 4. Floors shall be swept and wet mopped with cleaner.

5. Sanitary napkins receptacles shall be cleaned and sanitized.
6. Hand towels, tissue, sanitary napkins, and soap receptacles shall be refilled from City's supplies.
7. Each month a bucket of water must be poured into the floor drain.

O. Conference Rooms

1. Clean chalkboards and ashtrays. Chalkboards shall not be damp-wiped.
2. Dust and rearrange the furniture.
3. Glass in entrance doors, storefronts, and partitions shall be cleaned, vacuum carpet or mopped the floor, dust furniture and empty trash bins.

20. WEEKLY

- A. Sweep floors with treated dust mop. Mop with string mop and an approved cleaning solution semi-weekly or more frequently if needed.
- B. Trashcan liners are to be changed. New liners are to be furnished by the Contractor.
- C. Disinfect all walls and floors in restrooms.
- D. Wall, wainscot, and woodwork shall be dusted and soiling removed.
- E. All marble/ceramic surfaces and areas surrounding washbasins in Restrooms are to be cleaned and disinfected.
- F. Inside of all windows six (6) feet and below shall be cleaned.
- G. Telephone receivers shall be damp-wiped with a disinfectant solution.
- H. All carpets shall be thoroughly vacuumed, inclusive of corners, edges, and behind doors.

21. SEMIMONTHLY

All terrazzo, Marblette, and ceramic floors and stairways are to be sealed and polished. High traffic areas shall be polished more frequently as needed.

22. MONTHLY

- A. All walls, partitions, doors, door closures, and doorframes are to be completely cleaned.
- B. Venetian and Levolor blinds are to be washed.
- C. Draperies and curtains are to be vacuumed.
- D. Walls, wainscot, and woodwork are to be thoroughly cleaned.
- E. De-scale fixtures in restrooms with acid-type bowl cleaner.
- F. Wash and polish all furniture as needed.

- G. Clean and disinfect inside and outside of all trash and ash receptacles.
- H. Wash glass partitions and West Curb Windscreens, but do not hand-wipe or use a squeegee on the Windscreens or any other plexi-glass partitions. West Curb Windscreens are to be cleaned between 12:00 A.M. and 6:00 A.M.

23... QUARTERLY OR SEMI-ANNUAL AS STATED

- A. Air conditioning diffusers return vents, and surrounding areas are to be washed every 6 (six) months.
- B. Strip, reseal, and refinish floors with at least two coats of seal and two coats of finish every 3 (three) months.
- C. Shampoo carpet every 6 (six) months.
- D. Interior of all windows above six (6) feet shall be cleaned every 6 (six) months.
- E. Exterior of all windows shall be cleaned every 6 (six) months.
- F. Wash glass partitions and West Curb Windscreens, but do not hand-wipe or use a squeegee on the Windscreens or any other plexi-glass partitions. West Curb Windscreens are to be cleaned between 12:00 A.M. and 6:00 A.M.
- G. Exterior of Technical Support Campus shall be pressure-washed using professional pressure washing equipment each contract year and must be coordinated. All dirt and/or stains on the exterior of the building shall be removed by this method.

NOTE: Any reference to pressure is for unit pricing only.

24. COMPUTER AND MICROFILM ROOMS

Normal schedules, detailed in Sections 19.0 through 23.0 above, prevail. However, special Conditions require restrictions at these locations:

- A. All dusting must be done with anti-static cloths.
- B. Floors are to be dust mopped with mops treated with anti-static solution.
- C. Ashtrays and trashcans are to be emptied outside of machine area.
- D. Whenever water must be used, limit the amount to that necessary for the job.
- E. Polishing pads shall be of the type designed for use in this type of area.
- F. These areas must be serviced during normal working hours.
- G. Steel wool will not be used in these areas.

25. METHODOLOGY

The following shall be the basic description of methods to be used. Any variation from these shall be subject to specific approval by the Airport Maintenance Director or designee.

A. Floor Sweeping

The floor shall be swept clean so that no dust streaks are left and no dust is left there. Dirt is picked up with the dustpan. No dirt or dust shall be left in the corners, behind or under the furniture, behind doors, or on stair treads and risers. Sweeping shall be done with hairbrushes and cotton sweeping mops in such a manner that a minimum amount of dust is raised. Straw brooms may be used only in sweeping exterior surfaces. In areas where no dust can be tolerated, vacuum cleaners, cotton sweeping mops, oil-free treated mops, or an oil free sweeping compound and hairbrush shall be used. All furniture and other equipment moved during the sweeping process shall be replaced at the completion of the work. Baseboards, doors, furniture, and equipment shall not be disfigured or damaged by being struck with the sweeping brush or mop, or in the process of moving furniture and equipment.

B. Mopping

Floors shall be wet mopped to remove dirt and stains that cannot be removed by sweeping. Natural soap solution shall be used as an agent to remove the dirt. Floors shall be rinsed clean so as to remove soap residue and any dingy or cloudy appearance. Floors shall be dried after mopping to prevent any standing water from being absorbed into beams or floor covering. Mop water shall be changed regularly throughout the day. Mop water splashed on baseboards, doors, furniture, equipment, etc., shall be removed immediately. Terrazzo, ceramic tile, and vinyl asbestos floors shall be mopped nightly.

C. Scrubbing

Scrubbing shall be done as needed with neutral soap solutions when mopping cannot clean a floor. With specific approval, scouring powder may be used on very dirty quarry tile or ceramic tile floors. Water or scrubbing solution shall not be allowed to stand on floors longer than necessary to complete the cleaning job, at which time dirty water shall be picked up, and the floor shall be rinsed clean until free of all soapy solution, when dried.

D. Floor Finishing (Stripping/Sealing/Waxing)

Floor finishing shall be done no less than what is stated in the contract and approval of Department of Aviation Designee, and shall be limited to floors other than terrazzo floors. Only approved floor finishes shall be used on floor coverings. All floor areas shall be finished with slip resistant, approved finish. The finish shall be applied to the floor services with the approved applicator or cotton mop after the floor surface has been thoroughly cleaned by mopping or scrubbing and is dry. The application of excessive amounts of finish shall be avoided and a buildup of finish shall not be permitted. Sufficient material shall be used to fully protect the floor surface and present a neat, well-kept appearance. Refinishing shall be done in heavy traffic areas, such as in doorways and corridors, or in heavy work areas as scheduled or as needed (in these areas), to keep the floors fully protected and a uniform well-kept appearance of the entire area. In cases where it becomes necessary to remove the old finish, a neutral soap solution shall be used. Where finish has been permitted to pile up along walls or near furniture, #1 or #2 steel wool may be used in addition to the soap solution. In the case of large areas, the buffing machine equipped with a steel wool pad may be used in the removal of old finish material.

E. Buffing

Floors shall be thoroughly dry before buffing. A buffing machine shall be used nightly, and buffing shall be only enough to bring surface to desired uniform luster. Woodwork, baseboards, and furniture shall not be marred or discolored by the buffing equipment or the material used. Finish shall not be applied to floors nearer than six (6) inches to baseboards or non-movable fixtures, as the buffing brushes will carry enough material to protect a six-inch wide area along the baseboards and fixed

objects, movable furniture, fixture, and equipment, including desks, tables, and business machines on rollers shall not be moved during operation and then replaced.

- F. Miscellaneous Fixture cleaning – Water Closets
The inside and outside surfaces of water closets, tanks, and seats shall be cleaned to remove all rust, odors, and water stains.
- G. Urinals
Urinals shall be cleaned to remove rust, odors, and stains. Cleaning solutions shall be flushed through the trap to reduce accumulations of scale.
- H. Washbowls
Washbowls shall be cleaned to remove all rust, stains, odors, and scale. Abrasives or polishes shall not be applied to fittings. Water used in cleaning shall not be allowed to get between the fixtures and the wall.
- I. Drinking Fountains
Drinking fountains shall be cleaned to remove accumulations of stain, rust, and scale. Grilles below fountains shall be dusted daily.
- J. Toilet Room Cleaning
1. Provide all cleaning as detailed for urinals, water closets, floor type, mirrors, toilet partitions, walls, ceilings, water fixtures, soap dispensers, paper towels and toilet paper dispensers, hand dryers, countertops, doors, etc.
 2. Each month the contractor shall pour a bucket of water into the floor drains.
- K. Care of Dispensers
All paper towels, cloth roller towels, toilet paper, and soap dispensers shall be refilled as needed. Paper towel and cloth towel cabinets and soap dispensers shall be cleaned after refilling. The City shall furnish materials used in these dispensers. The contractor shall maintain an inventory of each building of service and provide a weekly report.
- L. Glass / Window Cleaning
1. All glass cleaning shall be done as required by schedule.
 2. Any paint drops or smears shall be washed from both inside and outside window glass. Steel wool shall not be used, but razor blades or broad knives are permissible.
 3. Both inside and outside surfaces of glass shall be washed to remove all traces of film, smudge, dirt, and other foreign matter.
 4. In the event it is found to be physically impossible to remove stains from any particular glass pane, the matter shall be called to the attention of the City's Representative so arrangements can be made for the replacement of the glass if deemed necessary.
- M. Cleaning Interior Glass

Glass partitions, glass in doors, transoms, glass-draft shields of window, and mirrors shall be cleaned to present a neat, clean appearance, having all dirt and smudges removed.

N. Dusting

All dust shall be removed nightly from exposed surfaces. Furniture to be dusted shall include windowsills, baseboards, woodwork, shelves, fire extinguishers, railings, ledges, machines, and similar items. It shall not be the responsibility of the Contractor to tidy-up desks or filing cabinets, other than to empty and dust and/or wash glass tops. Furniture with removable cushions and backs shall have them removed and dust shall be removed from under them.

O. Polishing Metal

Solid, non-ferrous metal, nameplates, fire extinguishers, and other fixtures shall be polished whenever needed, to present a neat, clean, shiny appearance. Polishing materials shall be used so that finish of metal fixtures and adjacent surfaces will not be damaged.

P. Cleaning Carpets

Carpets shall be thoroughly vacuum cleaned whenever as stated in the contract without damaging nap.

Q. Wall, Partition, and Woodwork Cleaning

Wall, partition, and woodwork shall be washed where wall surfaces are vitreous materials, paint, or enamel; surfaces of walls, wainscoting, partition, and woodwork, which are not washable, shall be spot cleaned to remove accumulations of dirt and pencil marks. All wall registers and grills shall be kept clean.

R. Spot Cleaning of Doors, Windows, Handrails, and Walls

Doors surfaces, facings, casings, and knobs, window casings and stools, and handrails on stairways and walls shall be spot cleaned nightly to remove soil stains, caused by such things as rubber burns, hand prints, dirt, food particles, chemicals, and blood.

S. Cleaning Ash Urns, Ashtrays, and Waste Paper Baskets

Ash urns, ashtrays, and waste paper baskets shall be cleaned thoroughly, nightly.

T. Washing Furniture

Wood and metal desks, table tops, chair and sofa arms shall be cleaned when needed to remove dust, soil, stains, and grease.

U. Trash Removal

The City shall furnish wastebaskets, ash urns, rubbish, and trash containers located in the building. The Contractor shall collect and remove trash and rubbish nightly from the premises and deposit it in proper containers, located in designated areas on the cleaning site(s). The Contractor shall furnish proper containers, required to collect and transport trash and rubbish from the building. Soiled wastebasket liners shall be replaced immediately. The contractor shall empty all recyclable bins at designated areas and disposed of them accordingly.

26. INSPECTION

A Deficiency Report shall be prepared for each location and provided to the Contractor by the Department of Aviation's designee. The Deficiency Report shall be used to write down any discrepancies noted by the Department of Aviations designee or personnel. The Contractor shall

read the Deficiency Report at the beginning of each workday and enter the date, his/her signature, acknowledging receipt of the form and any comments when the deficiency is remedied. Departmental designee will sign the Deficiency Form acknowledging whether or not the discrepancy has been remedied. (Refer to pgs. 18 and 19 of these Technical Specifications for a sample of Deficiency Report form.)

In the event service performed is unsatisfactory, or is NOT in accordance with the Contract specifications, the Contractor shall, upon notification by the Department of Aviation designee provide immediate service to the Department of Aviation to correct any deficiencies noted within a 2 (two) hour response time, without additional cost to the Department of Aviation. The contractor shall provide a 24-hour emergency contact name and number to the Department of Aviation designee.

For failure by the Contractor to provide routine custodial service as specified in the Contract, the City may deduct the prorated share of the unclean area(s) from any payments due, based on the Contractor's price per square foot quoted in the Bid Form. This provision may be used when the work is not promptly corrected by the Contractor or there are continuous, documented deficiencies in the Contractor's performance. This may also serve as cause for dismissal of contract.

27. **ADDITIONAL WORK.** Additional work as specified by Department of Aviation's designee shall be priced as indicated in Exhibit C, Form A-1.

The Parties hereto by authorized representatives have executed this Services Agreement as of the Effective Date first above written.

City of Atlanta

Mayor

Municipal Clerk (Seal)

Approved:

[Using Agency]

Chief Procurement Officer

Approved as to form:

City Attorney

Attachment: A-Action Janitorial Agreement (14-R-3495 : A-Action Janitorial Services)

Signature Block Options for Service Provider:

Corporate signature:

[Insert Corporate Name]

By: _____

Name: _____

Title: _____

**Corporate Secretary/Assistant
Secretary (Seal)**

Limited Liability Company:

[Insert LLC Name]

By: _____

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____