



**SIXTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
SUNSHINE CLEANING SYSTEMS, LLC, FOR JANITORIAL SERVICES FOR THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
GROUP 2 – TERMINALS 1, 2, 3, AND 4
(RFP #BLD2117566P1)**

This Sixth Amendment (“Sixth Amendment”) is entered into between Broward County, a political subdivision of the State of Florida (“County”), and Sunshine Cleaning Systems, LLC, a Florida limited liability company (“Contractor”) (County and Contractor are collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the Agreement between Broward County and Sunshine Cleaning Systems, Inc., for Janitorial Services for the Fort Lauderdale-Hollywood International Airport Group 2 – Terminals 1, 2, 3, and 4 (RFP #BLD2117566P1) dated June 19, 2020, which was amended by a First Amendment dated September 2, 2020, a Second Amendment dated January 18, 2022, a Third Amendment dated January 20, 2023, a Fourth Amendment dated April 18, 2024, and a Fifth Amendment dated May 20, 2025 (as amended, the “Agreement”).

B. The Agreement is currently scheduled to expire on July 31, 2026.

C. The Parties desire to enter into this Sixth Amendment to extend the term of the Agreement and update certain rates and terms as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Sixth Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The term of the Agreement is extended through January 31, 2027. The Director of Purchasing may terminate the Agreement at any time (and for any reason whatsoever) during the extension period by providing Contractor with written notice of termination. If the Director of Purchasing provides Contractor with written notice of termination, the Agreement shall terminate thirty (30) calendar days following the date of such notice, unless otherwise agreed to in writing by the Parties. In the event of such termination, the final payment to Contractor will be prorated for Services rendered through the effective date of the termination.

4. Section 6.6 of the Agreement is deleted and replaced in its entirety with the following (bold/underlining omitted):

6.6 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Contractor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

5. Section 10.1 of the Agreement is deleted and replaced in its entirety with the following (bold/underlining omitted):

10.1. Contractor and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by applicable law in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

6. Section 11.36 of the Agreement, regarding an Ownership Disclosure Form, is deleted in its entirety.

7. New Sections 11.38, 11.39, 11.40, and 11.41 are added to the Agreement as follows (bold/underlining omitted):

11.38 General Civil Rights Provisions. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

11.39 Federal Fair Labor Standards Act (Federal Minimum Wage). This Agreement incorporates by reference the provisions of the Federal Fair Labor Standards Act (29 C.F.R. Part 201, et seq.), and related regulations (collectively, “FLSA”), with the same force and effect as if fully restated herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor must comply with the FLSA and has full responsibility to monitor compliance with the FLSA. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11.40 Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910) ("OSHA") with the same force and effect as if fully restated herein. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its Subcontractors' compliance with the applicable requirements of the OSHA. Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

11.41 Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Director of Aviation, Contractor is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Contractor must ensure that any use of generative artificial intelligence tools by Contractor or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Contractor must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

8. Exhibit B shall be amended by adding thereto a new **Exhibit B-4**, attached hereto and made a part hereof, which establishes the Payment Schedule for the extension period being effectuated pursuant to this Sixth Amendment.

9. Notwithstanding anything contained in the Agreement to the contrary, Paragraph 1.1, Annual Janitorial Supply Cost Adjustment, of Exhibit B, does not apply to Contractor's compensation for the extension period effectuated pursuant to this Sixth Amendment. As set forth in **Exhibit B-4**, the maximum not-to-exceed amount payable to Contractor during the extension period being effectuated pursuant to this Sixth Amendment for Services other than Optional Services is Ten Million Eight Hundred Seventy-Five Thousand Four Hundred Sixty-Two Dollars (\$10,875,462), and the maximum not-to-exceed amount for Optional Services is Four Million Five Thousand Eleven Dollars (\$4,005,011).

10. **Exhibit G** of the Agreement is deleted in its entirety and is replaced and superseded with the revised **Exhibit G** attached hereto and made a part hereof. Every reference in the Agreement to **Exhibit G** shall be deemed to refer to the revised **Exhibit G** attached hereto. For purposes of **Exhibit G**, any and all references to the term "Sponsor" shall be deemed to refer to "County."

11. Anti-Human Trafficking. By execution of this Sixth Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

12. In the event of any conflict or ambiguity between this Sixth Amendment and the Agreement, the Parties agree that this Sixth Amendment shall control. The Agreement, as amended herein by this Sixth Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended by this Sixth Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

13. Preparation of this Sixth Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

14. Contractor acknowledges that through the date this Sixth Amendment is executed by Contractor, Contractor has no claims or disputes against County relating to the Agreement including as amended herein.

15. The effective date of this Sixth Amendment shall be the date of complete execution by the Parties.

16. This Sixth Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Sixth Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and Contractor, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100

Jessica Alvarez
By _____
Digitally signed by Jessica Alvarez
Date: 2026.04.30 09:53:07 -04'00'
Jessica Alvarez (Date)
Assistant County Attorney


Keoki Baron
By _____
Digitally signed by Keoki Baron
Date: 2026.04.30 10:21:23 -04'00'
Keoki Baron (Date)
Senior Assistant County Attorney

JA/KB/em
Sunshine Cleaning Sixth Amendment
04/23/2026
1,226,952

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CONTRACTOR

Sunshine Cleaning Systems, LLC

By: 
Authorized Signer

Thomas Simansky, SVP, CEO

Print Name and Title

29 day of April, 2026

EXHIBIT B-4 – PAYMENT SCHEDULE

Location	Maximum Not to Exceed Monthly Fee Effective 08/01/2026 through Termination or Expiration	Total Maximum Not-to-Exceed Amount 08/01/2026 - 01/31/2027
Terminal 1	\$747,104.36	\$4,482,626.16
Terminal 2	\$250,775.73	\$1,504,654.38
Terminal 3	\$315,144.66	\$1,890,867.96
Terminal 4	\$498,360.90	\$2,990,165.40
AOCC	\$1,191.35	\$7,148.10
Optional Services - Additional Space (Common Areas). Cost per SF per month. Based on 700,000 SF.	\$0.92	\$3,864,000.00
Optional Services - Additional Space (Offices). Cost per SF per month. Based on 300,000 SF.	\$0.073	\$131,400.00
Optional Services - Special Events. Labor hour per cleaner. Based on 350 hours total.	\$27.46	\$9,611.00
		\$14,880,473.00

EXHIBIT G – NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq.).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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