



City of Ocala-City Hall
Diverse Small Business Enterprise Program (DSBE)
Contracting Officer 352-629-8366

1061

FIRST AMENDMENT TO AGREEMENT TO PERFORM JANITORIAL SERVICES

WHEREAS, on May 17, 2022, **CITY OF OCALA** and **SERVIAMIGOS SOLUTIONS, LLC**, entered into an Agreement to Perform Janitorial Services, FAC/220400 - #1061 (the "Original Agreement"); and

WHEREAS, City and Vendor now desire to amend the Original Agreement to add three (3) additional City-owned cleaning locations, to wit: (1) the Tom's Park Restrooms; (2) the Ocala Skate Park Restrooms; and (3) the MLK Sportsplex Restrooms.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the City and SERVIAMIGOS SOLUTIONS, LLC, agree as follows:

SERVIAMIGOS SOLUTIONS, LLC, agrees to perform janitorial services per the specifications set forth in **Exhibit A – Scope of Work** for the following locations:

Building Name/ Number of Floors	Cleaning Frequency	Building Address	SF	Monthly Cost
Tom’s Park Restrooms	7 Days/Week	2300 NW Magnolia	352	\$ 495.00
1 Floor				
Ocala Skate Park Restrooms	7 Days/Week	500 NE 9 th Street	272	\$ 475.00
1 Floor				
MLK Sportsplex Restrooms	7 Days/Week	1510 NW 4 th Street	500	\$ 595.00
1 Floor				
Park Shops	2 Days/Week Tuesday & Thursday	1307 NW 4 th Avenue	6,250	\$ 195.00
1 Floor				
Parks Administration	2 Days/Week Tuesday & Thursday	1307 NW 4 th Avenue	3,528	\$ 180.00
1 Floor				
Barbara Washington Adult Center	5 Days/Week	210 NW 12th Avenue	2,101	\$ 580.00
1 Floor				
Lilian Bryant Center	5 Days/Week	2200 NW 17 th Place	10,366	\$ 465.00
1 Floor				
Upcharge for General Liability Insurance Premium (1 st Year)				\$ 912.45
Amended Monthly Total				\$ 2,985.00
Amended Annual Total				\$ 35,820.00
Amended Total for Initial 3-Year Term				\$ 103,677.45
SEE ATTACHED EXHIBITS FOR ADDITIONAL TERMS & CONDITIONS				
Exhibit A – Scope of Work Exhibit B – Terms & Condition				

Term of Agreement: May 1, 2022, to April 30, 2025

IN WITNESS WHEREOF, the parties have executed this First Amendment on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

SERVIAMIGOS SOLUTIONS, LLC
E-Mail: info@serviamigos.net
Phone: 352-282-2025

Robert W. Batsel, Jr.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

1. The City of Ocala requires the services of an experienced vendor to provide janitorial services for various buildings and facilities. These services will cover offices, reception areas, rest rooms, break rooms, kitchens, rental lounges, auditoriums, etc.

INSURANCE REQUIREMENTS AND BACKGROUND CHECK REQUIREMENTS

1. **Commercial General Liability:** with limits of \$500,000. City of Ocala must be listed as additional insured.
2. **Commercial Automotive Liability:** with limits not less than Florida personal injury protection (PIP) coverage.
3. **Workers' Compensation and Employer's Liability:** per Florida statutory requirements.
4. **Level II Background Check Requirement:** Contractor employees and all sub-contractors working on-site must complete a Level II background check. Background checks shall be scheduled with the City of Ocala Project Manager and will be conducted by the Ocala Police Department. All background checks shall be completed before work is started.

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of three (3) years with the option of renewal.
2. **Renewals:** Two (2) optional, one-year renewal term.
3. **Escalation:** Any price increase for contract renewal will be subject to negotiation as approved by the City of Ocala. In no case will the increase exceed three percent (3%) annually unless there are mitigating market conditions. Prices increases shall be based on the CPI-U and Vendor must submit their request for an increase with CPI justification at least 90 days prior to the end of the current term.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** The Vendor will be required to perform the following services for the City of Ocala:
 - A. **Daily**
 - 1) **Maintain Floors.** All floors, except carpeted areas, shall be swept, dust mopped, damp mopped, and wet mopped to ensure the floors are free from dirt, debris, dust, scuff marks, heel marks, other stains and discoloration, and other foreign matter. Chairs, trash receptacles, rugs, chair mats and all other items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper position.
 - 2) **Remove Trash.** All trash containers in common areas shall be emptied on days of cleaning service. All trash receptacles and boxes in office will be emptied by City staff. Trash shall be removed. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. The trash shall be deposited in the nearest outside trash collection container. Trash receptacles shall be left clean, free of foreign matter, and free of odors.
 - 3) **Empty and Clean Ashtrays.** The vendor shall empty all ashtray urns on days of cleaning service.
 - 4) **Clean Drinking Fountains.** Clean and disinfect all drinking fountains.
 - 5) **Vacuum Carpets.** Vacuum all carpeted areas.

- 6) **General Spot Cleaning.** Perform spot cleaning on a continual basis. Spot cleaning includes door guards, door handles, push bars, and kick plates. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.
- 7) **Kitchens/Lounge Areas/Break Rooms.** Clean and disinfect all tables, sinks, countertops, and stovetops. Surfaces shall be free of streaks, stains, spots, and smudges.
- 8) **Elevators.** All elevators are to be swept and damp mopped. Doors inside and outside shall be cleaned.

B. **Weekly**

- 1) **Clean Interior Glass/Mirrors.** Clean interior glass on all doors.
- 2) **Clean Stairways.** All floor surfaces shall be cleaned as appropriate for floor covering. Handrails shall be cleaned and disinfected.

C. **Monthly**

- 1) **Dust Ceiling Fans.** All ceiling fans will be dry dusted.
- 2) **Blinds and Windowsills.** All blinds are to be dusted and the windowsills are to be cleaned and free from dust and any foreign objects.

2. **Basic Restrooms/Locker Rooms Cleaning Services:** Vendor shall accomplish all cleaning tasks to meet the requirements of this scope of work. The minimum cleaning frequencies for restrooms and locker rooms are listed below:

A. **Daily**

- 1) **Clean and Disinfect.** Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, partitions, dispensers, doors, walls, and other such surfaces, using a germicidal detergent. After cleaning, receptacles shall be free of deposits, dirt, streaks, and odors.
- 2) **Sweep and Mop Floors.** After sweeping and mopping, the entire floor surface shall be free from litter, dirt, dust, and debris. Grout on walls and floor tiles shall be free of dirt, scum, mildew, and residue. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water. Moveable items shall be tilted or moved to sweep and damp mop underneath.
- 3) **Stock Restroom Supplies.** Vendor shall ensure restrooms are stocked sufficiently so that supplies do not run out. Supplies shall be stored in designated areas. The City will supply paper products and the vendor will be responsible for supplying cleaning products.
- 4) **Trash Removal.** Remove trash from bins and replace liners.

B. **Weekly**

- 1) Disinfect all surfaces of partitions, stalls, stall doors, entry doors (including handles, kick plates, ventilation grates, and metal guards), and wall areas adjacent to wall-mounted lavatories, urinals, and toilets.

3. **Floor Maintenance:** The City currently has the following types of flooring:

- VCT – Stripping and waxing or buffing
- Tile Ceramic – Deep cleaning

- A. All pricing for floor maintenance shall be based on a square foot price of flooring. Floor maintenance pricing is optional and will not be considered in the determination of award. Pricing for floor maintenance shall be provided for the following services:
- 1) Stripping and waxing
 - 2) Deep cleaning (tile)
 - 3) Buffing
- B. City will make the determination when floors are to be deep cleaned, stripped, and waxed, or buffed.
4. **Emergency Services:** Upon notification, the vendor shall perform emergency cleaning required in any building, area, or room covered under this contract. Vendor shall begin emergency work, as determined by the point of contact, within one (1) hour of notification, which may be verbal. Emergency cleaning services will be priced **per hour** and will not be considered in determination of award.
5. **Working Hours:** The normal/standard working hours for this project are 5:00 AM – 9:00 AM and/or 5:00 PM to 9:00 PM Monday through Friday, excluding holidays. Vendor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

VENDOR EMPLOYEES AND EQUIPMENT

1. Vendor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. Vendor must certify they possess sufficient equipment/staff to perform services outlined herein.
3. The Vendor shall provide an assigned Project Manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
5. The employees of the Vendor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
6. Vendor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
7. No smoking is allowed on City property or projects.
8. Vendor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
9. All company trucks must have a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Vendor for the performance of services:
 - A. Access to City buildings and facilities to perform the work. The Facilities department will provide keys to the building and will assist in getting badge access and alarm codes for the vendors.

- B. Designated storage areas where available. Vendor will be made aware of such locations.
 - C. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Vendor's responsibilities.
 - D. Provide office facilities for the Vendor, if needed.
 - E. The City of Ocala will be furnishing paper products for restrooms and break rooms and trash liners. It will be the vendors responsibility to refill break rooms and restrooms as needed.
2. The City reserves the right to purchase any materials for the Vendor to use. The Vendor shall not charge a mark-up fee for material furnished by the City.

VENDOR RESPONSIBILITIES

- 1. Staffing should be determined by the services outlined in this scope of work and assigned to specific facilities. The number of staff assigned to each facility should be based on the number of hours recommended in the industry standard for the services outlined.
- 2. Provide all management, tools, equipment, supplies, and labor necessary to ensure janitorial services are performed in a manner that will maintain a satisfactory facility condition and present a clean, neat, and professional appearance.
- 3. Employees must be able to communicate effectively in English, both verbally and in writing. Smoking, consumption of alcohol, use of illegal drugs, or use of legal drugs in an illegal manner is prohibited on or near any City property, at any time.
- 4. Ensure that satisfactory standards are maintained with regards to employees' competency, conduct, appearance, and integrity, at the discretion of the City. All employees must wear a shirt with the company name or logo on it, as well as an ID badge at all times while on City property.
- 5. All cleaning materials must be approved by the city Project Manager. Furnish Safety Data Sheets (SDS) on **all** products used in all City facilities. The SDS will be kept with all products used at each location. A copy shall also be provided to the City Project Manager. Vendor will be held responsible for any damage due to chemical cleaning products because of negligence on the part of the vendor's employees, agents, or representatives to any person and/or property.
- 6. Under no circumstances or for any reason shall the contractor, its employees, agents, or representatives ever dispose of any flammable, toxic, or caustic materials into any City provided container or in or upon and City property. Should the contractor knowingly violate the terms of this provision, the contractor shall be held liable for the cost of the timely and proper legal disposal of said material(s). Further, the contractor shall be held liable for any monetary or penalty imposed upon the City otherwise and for remediation of any property damage caused by said disposal.
- 7. Confine equipment, storage of equipment and materials, and the operation of contractor's workers to areas permitted by law, ordinances, or permits, and shall not unreasonably encumber the premises with materials or equipment.
- 8. Accept responsibility for any damage to City or personal property due to negligence on the part of the Vendor and/or their employees.
- 9. Inform the City Project Manager of any known deficiencies in the buildings (spots, stains, clogged toilets, broken dispensers, water leaks, elevator malfunctions, etc.). Deficiencies that require immediate attention must be communicated to the City Project Manager immediately.

10. Be fully responsible for the replacement of any keys lost or damaged by vendor's employees, agents, or representatives. If a City facility's security is jeopardized by the vendor's mismanagement of keys or access cards, the vendor shall reimburse the City for all costs to ensure the security of the facility.
11. The Vendor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
12. The Vendor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
13. Vendor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

SUB-CONTRACTORS

1. Vendor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Vendor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
 - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
 - B. Work site will be completely cleaned after each day of work.
 - C. Vendor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
 - A. All furnishings and equipment shall be placed back in the original locations.
 - B. All work areas must be returned to original condition.
 - C. The Vendor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition.

SAFETY

1. The Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

INVOICING

1. All original invoices will be sent to: John King, Project Manager, 1805 NE 30th Avenue, Bldg. 200, Ocala, FL, 34470, email jking@ocalafl.org.
2. Vendor will invoice at least once a month.



CHANGES. No modifications of this solicitation shall be binding upon the City unless approved in writing by an authorized representative of the City's Procurement Department or authorized in writing by the designated City Project/Contract Manager.

PAYMENT TERMS. By providing a solicitation response, the Contractor agrees that payment terms shall be as set forth in accordance with Florida's Prompt Payment Act. Should Contractor fail to perform the service required under a contract then the City may, at its option, retain any, or all, of the payment otherwise due until any service discrepancies are corrected. Repeated service discrepancies on behalf of the Contractor shall entitle the City to terminate this contract without notice, and retain any past due payments otherwise owing under this contract as liquidated damages.

TAXES. The City is exempt from Federal and State taxes, both excise, sales and use taxes, and any otherlike taxes. The City's Florida sales tax exemption # is: 85-8012621655C-9.

OFFER AND ACCEPTANCE. The submitted bid of the Contractor is a contractual obligation when offer is subsequently accepted by the City. The City reserves the right to request modification of the Contractor's offer to fully meet the needs of the City, and any further offer is binding upon the Contractor. If this solicitation is a result of a competitive award, all conditions, provisions, terms, and specifications of the solicitation shall become a part of and are incorporated in the contract and will become part of the contractual obligation.

LEGAL VENUE. The legal venue for any civil action or legal proceeding arising out of this order shall be the state or federal courts of Marion County, Florida.

FORCE MAJEURE. Contractor will not be held responsible for delays in delivery due to Acts of God, fire, extreme weather, strikes, accidents, war, and common carrier transportation delays provided the Contractor notifies the City's Contracting Officer immediately in writing of the pending delay. In the event of documented delays, the date of delivery will be extended for a period equal to the time lost due to force majeure.

PERFORMANCE EVALUATION. At the end of the contract, the City may evaluate Contractor performance. This evaluation will become public record.

INDEMNIFICATION AND INSURANCE. Contractor agrees to indemnify, save, and hold harmless the City, its employees, elected officials, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any negligent act or omission by the Contractor, or its employees, agents, subcontractors, or assignees arising out of the services or goods

provided under this solicitation. Contractor agrees to maintain insurance in accordance with the City's insurance standards established by the Risk Department. All insurance certificates and endorsements listing the City of Ocala as additional insured must be mailed to the Procurement & Contracting Office, 110 SE Watula Ave, 3rd FL, Ocala, FL 34471.

DEFAULT. In the event of default by the Contractor, the City may procure the articles or services covered by this solicitation from other sources. The following shall constitute a default: (1) Failure to complete services within the promised time. (2) Unauthorized substitution, or services deemed by the City to be inferior. (3) Inability of the Contractor to fulfill the terms and conditions of this solicitation.

TERMINATION. (1) This Solicitation may be canceled by the City's Contracting Officer in whole or in part at any time the interest of the City requires such termination. (2) If the City determines the performance of the Contractor is not satisfactory, the City shall have the right to immediately terminate the contract. (3) If the City requires termination of the contract for reasons other than unsatisfactory performance, the City shall notify the Contractor of such termination, and the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress shall become the property of the City and shall be turned over promptly by the Contractor.

SUSPENSION AND DEBARMENT. The City Contracting Officer may suspend or debar a contractor for cause. A suspended or debarred contractor shall not be eligible to provide any goods or perform any services, during the duration of such suspension or debarment; provided, however, the Council shall have the power at any time to waive, stay, or lift such suspension or debarment upon the application of the contractor. Causes for suspension or debarment: (1) Failure to perform or fully comply with the conditions, specifications, or terms of a purchase or contract with the City; (2) Commission of any purposeful misrepresentation in connection with a bid/quotation; (3) Contractor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property; (4) Violation of the ethical standards set forth in local, state, or federal law; (5) Charged by a court of competent jurisdiction of a felony.

COMPLIANCE. Contractors who submit solicitation responses:

(1) Agree to comply the requirements of Florida Statute 287.087 for a Drug Free Workplace.

(2) Agree to comply with the requirements of Florida Statute 448.095 for Employment Eligibility. Employers, contractors and their subcontractors are required to register and use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. Violations will result in contract termination. (E-Verify is operated by the U.S. Department of Homeland Security).