



Procurement and Contracting Department

110 SE Watula Avenue, Third Floor

Ocala, Florida 34474

Main Number: 352.629.8402

Website: www.bidocala.com

November 18, 2025

VIA ELECTRONIC MAIL AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Juan Diaz
Shosha Services, LLC
9950 Hartford Maroon Road
Orlando, Florida 32827
E-Mail: jcdiazgomez65@gmail.com

Re: NOTICE OF TERMINATION
Agreement for Street Sweeping Services - Contract Number: PWD/240267

Dear Mr. Diaz:

On March 5, 2025, the City of Ocala ("City") entered into an Agreement for Street Sweeping Services for City Streets and City-Owned Parking Lots (the "Agreement") with Shosha Services, LLC ("Shosha"). The Agreement was established for an initial one (1) year term during which Shosha would be paid up to \$296,550 for the satisfactory performance of the services detailed in the Agreement's Scope of Work.

On May 13, 2025, the City issued a deficiency notice¹ for inadequate performance after Shosha missed two sweeping cycles for the month of April and only performed services on one (1) of the forty-five (45) days that the contract was active. On May 15, 2025, a meeting to discuss these deficiencies was held between our Vendor Relations Team, Shosha representatives, and Public Works Department staff. During that meeting, contractual details and expectations were clarified and Shosha verbally indicated a willingness to perform in accordance with terms and conditions moving forward.

On or about November 6, 2025, the City issued a Notice of Default² to Shosha after continued poor performance and failure to adhere to contractual standards and requirements. The Notice of Default provided Shosha an opportunity to cure the deficiencies noted on the condition that Shosha executed and returned the Acknowledgment of Receipt and Notice of Intent to Cure (the "Acknowledgement") attached thereto within two (2) business days of receipt. As of the date of this correspondence, Shosha has failed to return the Acknowledgement.

¹ See May 13, 2025, Deficiency Notice attached hereto as **Exhibit A**.

² See November 6, 2025, Notice of Default attached hereto as **Exhibit B**.

November 18, 2025

Page 2 of 4

ACKNOWLEDGEMENT OF RECEIPT AND NOTICE OF INTENT TO CURE

The undersigned acknowledges receipt of this Notice and affirms Shosha's commitment to cure the delinquencies noted. Shosha understands and agrees that any future deficiencies of the type noted herein will result in the immediate termination of City of Ocala Contract No.: PWD.240267.

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

Since that time, Shosha's street sweeping services have continued to fall below the standard of care required under the contract and debris continues to be left behind at locations throughout the City.



November 18, 2025

Page 3 of 4

On November 18, 2025, Tom Casey, Public Works Infrastructure Division Head, directly observed Shosha representatives operating its street sweeper at the intersection of NE 7th Street and 30th Avenue. A significant amount of dust and debris was being generated as the sweeper moved along the route. Mr. Casey stopped the driver and asked if the machine was operating with water, which would mitigate the dust. The driver advised that the sweeper's water system was not functioning.

NOTICE OF TERMINATION FOR CAUSE

After due consideration of all facts and information currently available, Shosha has been found to be in default and to have failed to comply with the terms of the Notice of Default and Opportunity to Cure issued by the City on November 6, 2025. Accordingly, the City of Ocala is hereby exercising its express right to immediately terminate PWD/240267 for Shosha's unsatisfactory performance.

Shosha shall immediately take the following steps, as applicable:

- (1) discontinue all work in progress and make no further orders for materials or supplies in connection with its performance under City of Ocala Contract No.: PWD/240267;
- (2) provide a final invoice for all services provided through the date of termination;
- (3) return all materials/keys/equipment in Shosha's possession (if any) that are either owned by City or paid for by City in connection with Shosha's performance under City of Ocala Contract No. PWD/240267; and
- (4) keep adequate records of compliance with the foregoing including, but not limited to, the date that Shosha received the Notice of Termination, the extent of completion of performance of any work-in-progress as of the effective date of termination, and proof that vendor furnished notice of termination to all subcontractors and/or suppliers that will be affected by the termination (if any).

THIS TERMINATION IS EFFECTIVE IMMEDIATELY UPON ELECTRONIC DELIVERY TO THE E-MAIL ADDRESS INDICATED ABOVE. A confirming copy of this Notice of Termination shall be delivered via certified mail, return receipt requested, to the address provided for the delivery of Notices under the Agreement.

November 18, 2025

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NOTICE OF SUSPENSION

The City's Procurement Policy establishes procedures to prevent persons and entities who have failed to comply with the conditions, specifications, or terms of a contract with the City from participating in transactions, procurements, and/or related business with the City of Ocala. As detailed above, Shosha Services, LLC, has failed to comply with the conditions of its contract with the City.

This letter shall serve as City's formal notice that the acts committed by Shosha Services, LLC, constitute conduct which falls within the categories of causes for suspension as defined in Procurement Policy No. PRO-090.

Effective immediately, Shosha Services, LLC, is hereby suspended and prohibited from participating in transactions, procurement actions, and/or related business with the City of Ocala for a period of ONE (1) YEAR from the date of this Notice.

Should you have any questions regarding the foregoing, you may contact the undersigned at drobinson@ocalafl.gov or 352.629.8343.

Sincerely,



Daphne M. Robinson, Esq., NIGP-CPP

Procurement and Contracting Officer

Director – Procurement & Contracting

cc: Ken Whitehead, Assistant City Manager
Darren Park, Director - Public Works
Tom Casey, Division Head – Infrastructure Public Works
Brian Herrick - Manager – Stormwater Systems
John Livingston, Vendor Relations Manager
Robbin Moore, Vendor Relations Coordinator

EXHIBIT A



Procurement and Contracting Department

110 SE Watula Avenue, Third Floor

Ocala, Florida 34474

Main Number: 352.629.8402

Website: www.bidocala.com

May 13, 2025

VIA ELECTRONIC MAIL

VIA HAND DELIVERY

Mr. Juan Diaz

SHOSHA Services, LLC

9950 Hartford Maroon Road

Orlando, Florida 32827

E-Mail: jcdiazgomez65@gmail.com

Re: DEFICIENCY NOTICE - Agreement for Street Sweeping Services for City Streets and City-Owned Parking Lots - City of Ocala Contract Number: PWD/240267

Dear Mr. Diaz:

On March 5, 2025, the City of Ocala ("City") entered into an Agreement for Street Sweeping Services for City Streets and City-Owned Parking Lots (the "Agreement") with Shosha Services, LLC ("Shosha") for the provision of sweeping services for streets and City-owned parking lots. The Agreement runs for an initial term of one (1) year during which Shosha would be paid up to \$296,550 for the satisfactory performance of services as detailed in the Agreement's Scope of Work¹.

Pursuant to the terms of the Agreement, Shosha is obligated to provide sweeping maintenance services for cleaning up to 200 curbed center lane miles in accordance with the street sweeping schedule set forth in the contract scope²:

STREET SWEEPING SCHEDULE

The street sweeping schedule will be as follows:

- June 1st through September 30th -**ONE (1)** cycle completed during each month.
- October 1st through May 31st **TWO (2)** cycles to be completed each month.

Any additional sweeping needed in the off months from storms will require a set price for added work.

All work will be scheduled through the City Project Manager, Brian Herrick, by phone at 352-351-6733, and email: bherrick@ocalafl.gov.

Public Works Department staff issued its Notice to Proceed to Shosha under the Agreement on March 31, 2025³. Since that time, Public Works staff has noted deficiencies in performance, to include two (2) missed cleaning cycles for the month of April due to mechanical failure of Shosha's street sweeper. Consequently, cleaning services have only been performed on one day since contract inception.

¹ See Agreement attached hereto as **Exhibit A**.

² See Ex. A at p. A-1

³ See Notice to Proceed and E-mail attached hereto as **Exhibit B**.

Public Works staff have documented and addressed the foregoing deficiencies directly with Shosha representatives on multiple occasions, however, Shosha remains unable to resolve the mechanical issues with its street sweeper and completion of Shosha's contractual responsibilities remains deficient.

ACTION REQUIRED

The City's Procurement and Contracting Department conducted an investigation into Shosha's performance under the Agreement after receiving the foregoing complaints.

We believe that the present deficiencies can be resolved by the coordination of a meeting between Shosha staff, the City Project Manager, and the City's Vendor Relations team to discuss the foregoing deficiencies found and to establish expectations that will need to be met in order for our contractual relationship to continue. A meeting has been set up for **Thursday, May 15, 2024 at 9:00 a.m. at 1805 NE 30th Avenue, Building 300, Ocala, Florida 34470.**

In the event that the above-referenced meeting is rescheduled or cannot otherwise proceed, the undersigned requests that Shosha Services, LLC contact the undersigned **NO LATER THAN CLOSE OF BUSINESS MAY 14, 2025** to arrange for a time for a face-to-face meeting to solidify performance expectations for the areas of deficiency moving forward.

Should you have any questions regarding the foregoing, please contact the undersigned at the e-mail address and/or telephone number noted below.

Sincerely,



Steven P. Schnortz, MSHS

Vendor Relations & DSBE Manager

Telephone: 352.629.8323

E-Mail: sschnortz@ocalafl.org

Enclosures

cc: Darren Park, Director - Public Works
Tom Casey, Division Head – Infrastructure Public Works
Brian Herrick - Manager – Stormwater Systems
Daphne Robinson, Director – Procurement & Contracting
Yolanda Bush, Coordinator – Vendor Relations

EXHIBIT B



Procurement and Contracting Department
110 SE Watula Avenue, Third Floor
Ocala, Florida 34474
Main Number: 352.629.8402
Website: www.bidocala.com

November 6, 2025

VIA ELECTRONIC MAIL AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Juan Diaz
Shosha Services, LLC
9950 Hartford Maroon Road
Orlando, Florida 32827
E-Mail: jcdiazgomez65@gmail.com

Re: NOTICE OF DEFAULT & OPPORTUNITY TO CURE
Agreement for Street Sweeping Services - Contract Number: PWD/240267

Dear Mr. Diaz:

On March 5, 2025, the City of Ocala ("City") entered into an Agreement for Street Sweeping Services for City Streets and City-Owned Parking Lots (the "Agreement") with Shosha Services, LLC ("Shosha"). The Agreement was established for an initial term of one (1) year during which Shosha would be paid up to \$296,550 for the satisfactory performance of the services detailed in the Agreement's Scope of Work¹.

Pursuant to the terms of the Agreement, Shosha is obligated to provide sweeping maintenance services for up to 200 curbed center lane miles throughout the City of Ocala based on an established street sweeping schedule. All work is expected to be performed between the hours of 7 a.m. and 5 p.m., Monday through Friday²:

STREET SWEEPING SCHEDULE
<p>The street sweeping schedule will be as follows:</p> <ul style="list-style-type: none">• June 1st through September 30th -ONE (1) cycle completed during each month.• October 1st through May 31st TWO (2) cycles to be completed each month. <p>Any additional sweeping needed in the off months from storms will require a set price for added work.</p> <p>All work will be scheduled through the City Project Manager, Brian Herrick, by phone at 352-351-6733, and email: bherrick@ocalafl.gov.</p>

Figure 1 - Exhibit A, Scope of Work p. A-1

¹ See Agreement attached hereto as **Exhibit A**.

² See Exhibit A at p. A-2.

AREAS	SCHEDULE	MISCELLANEOUS
All City roadways with curbs and gutters are shown on Exhibit D- Map .	Sweep from June 1 st through September 30 th ONE (1) time a month. October 1 st through May 31 st TWO (2) times a month	Excludes weekends and holidays; except when requested by the City
The entire downtown City-owned parking lots and the surrounding downtown area.	Sweep from June 1 st through September 30 th ONE (1) time a month. October 1 st through May 31 st TWO (2) times a month	Excludes weekends and holidays; except when requested by the City
All of the historical downtown areas as shown on the Exhibit D- Map of defined City streets.	Sweep from June 1 st through September 30 th ONE (1) time a month. October 1 st through May 31 st TWO (2) times a month	Excludes weekends and holidays; except when requested by the City
The Southeast area for sweeping is outlined on the Exhibit D- Map .	Sweep from June 1 st through September 30 th ONE (1) time a month. October 1 st through May 31 st TWO (2) times a month	Excludes weekends and holidays; except when requested by the City
The Northeast areas for sweeping are outlined on the Exhibit D- Map .	Sweep from June 1 st through September 30 th ONE (1) time a month. October 1 st through May 31 st TWO (2) times a month	Excludes weekends and holidays; except when requested by the City
The Northwest areas for sweeping are outlined on the Exhibit D- Map .	Sweep from June 1 st through September 30 th ONE (1) time a month. October 1 st through May 31 st TWO (2) times a month	Excludes weekends and holidays; except when requested by the City
The Southwest areas for sweeping are outlined on the Exhibit D- Map	Sweep from June 1 st through September 30 th ONE (1) time a month. October 1 st through May 31 st TWO (2) times a month	Excludes weekends and holidays; except when requested by the City
Holiday event cleanup sweeping	Optional for post-holiday events and at the request of the City.	

Figure 2 - Exhibit A, Scope of Work p. A-3

The City issued its Notice to Proceed to Shosha under the contract on March 31, 2025. On May 13, 2025, Shosha received a deficiency notice for inadequate performance after missing two sweeping cycles for the month of April and for only performing services on one (1) of the forty-five (45) days that the contract was active. On May 15, 2025, a meeting to discuss these deficiencies was held between Shosha representatives and Vendor Relations and Public Works Department staff. During that meeting, details and expectations were clarified and Shosha indicated a willingness to perform in accordance to the contract terms and conditions moving forward.

Since that time, Shosha has struggled to timely and properly complete work under the contract to include frequently requesting permission to perform services outside of the times specified in the contract's Scope of Work.

From: JUAN CARLOS DIAZ GOMEZ <cdiazgomez65@gmail.com>
 Sent: Friday, May 16, 2025 11:41:50 AM
 To: Steven Schnortz <sschnortz@ocalafi.gov>
 Cc: Louis Joseph <LJoseph@ocalafi.gov>; Daphne Robinson <drobinson@ocalafi.gov>; Yolanda Bush <ybush@ocalafi.gov>; Darren Park <DPark@ocalafi.gov>; Brian Herrick <BHerrick@ocalafi.gov>; Tom Casey <TCasey@ocalafi.gov>
 Subject: Re: Recap of Deficiency Notice Meeting Contract #240267

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Gentlemen,
 The truck is back on road, we are working on NE zone 25th Ave to 441. Please certify with the GPS information that we share with the city trough Brian Herrick.
 According with our meeting, please, we request permission for work this weekend on
 36th Ave, 25th Ave;
 8th ave;
 31st street.
 And the mall area.
 I will be waiting for your prompt response.
 Best regards.

November 6, 2025

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From: JUAN CARLOS DIAZ GOMEZ <jcdiazgomez65@gmail.com>
Sent: Friday, July 18, 2025 11:07 AM
To: Brian Herrick <BHerrick@ocalafl.gov>
Subject: Re: Finish of 3rd cycle

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I will ask to him about that, just in case we don't finish those areas at the end of the day, can you give us permission for work tomorrow?

From: JUAN CARLOS DIAZ GOMEZ <jcdiazgomez65@gmail.com>
Sent: Friday, October 10, 2025 3:11 PM
To: Brian Herrick <BHerrick@ocalafl.gov>
Subject: Re: Permission to work on weeken 10/11-12

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Brian, working this weekend, I think we are going to be done Oct 14 or 15.

From: JUAN CARLOS DIAZ GOMEZ <jcdiazgomez65@gmail.com>
Sent: Friday, October 17, 2025 3:22 PM
To: Brian Herrick <BHerrick@ocalafl.gov>
Subject: Re: FW: Ocala 006 invoice

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Brian, please allow me to work on weekend. We already got some rainy days this week. Please give us your permission.

As a courtesy, City staff has granted multiple exceptions in an effort to assist Shosha in successfully performing under the contract. Nonetheless, Shosha has continued to struggle and either failed to timely complete work or the work that has been completed has failed to meet the standards of performance set forth in the contract documents.

From: JUAN CARLOS DIAZ GOMEZ <jcdiazgomez65@gmail.com>
Sent: Monday, August 4, 2025 12:11 PM
To: Brian Herrick <BHerrick@ocalafl.gov>
Subject: Re: Street Sweeper complaint

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ok 10-4

El El lun, ago 4, 2025 a la(s) 12:10 p.m., Brian Herrick <BHerrick@ocalafl.gov> escribió:

Please make sure your operator is sweeping below 10 MPH. I had a complaint he was driving too fast.

Thank you,

Brian Herrick

November 6, 2025

Page 4 of 8

From: JUAN CARLOS DIAZ GOMEZ <jcdiazgomez65@gmail.com>
Sent: Wednesday, October 15, 2025 9:40 AM
To: Brian Herrick <BHerrick@ocalafl.gov>
Subject: Re: Monday Sweeping

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Brian

Yes, we are using water, I don't know why the dust cloud, but I will ask any way. Please, I think is fear if we make an appointment a you see by yourself the operation, in more than 5 months doing our job, two complains in two days in a row? So, I invite you to inspect with me the operation. Are you agree?

El El mié, 15 oct 2025 a la(s) 8:18 a.m., Brian Herrick <BHerrick@ocalafl.gov> escribió:

Juan,

I had an employee drive thru downtown this morning and noticed a huge dust cloud behind the sweeper. This is unacceptable operation and needs to be corrected immediately. Is the driver using water? If not he has to from now on....

Thank you,

Brian

El El vie, 17 oct 2025 a la(s) 2:23 p.m., Brian Herrick <BHerrick@ocalafl.gov> escribió:

Juan,

Please help me understand what is going on? I sent you this map on Wed showing you what the sweeper missed, and your guy addressed the 2 Parking Lots on Thursday then left and came back today only to address the area off SE 17th. Until the other areas are addressed, I will be holding payment.

Also, since we have not had any rain or events causing a delay in sweeping, I will not be allowing weekend sweeping this weekend.

Please acknowledge receipt of this email.

Thank you,

Brian Herrick

From: JUAN CARLOS DIAZ GOMEZ <jcdiazgomez65@gmail.com>
Sent: Thursday, October 30, 2025 3:48 PM
To: Brian Herrick <BHerrick@ocalafl.gov>
Subject: Re: Up date

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

You are right, yesterday there something that didn't allow to pick up 100% well done, but it was fix it, and the mistake is not from our driver, is something about the camera and that is my fail, I'm buying a new one today for install it this weekend or tomorrow.

El El jue, 30 oct 2025 a la(s) 3:39 p.m., JUAN CARLOS DIAZ GOMEZ <jcdiazgomez65@gmail.com> escribió:
Please can you send me the address of those streets in order to re-do it?

El El jue, 30 oct 2025 a la(s) 3:37 p.m., Brian Herrick <BHerrick@ocalafl.gov> escribió:

I still see a lot of issues with quality of work. These pics are from yesterday. I have a guy following your guy and sending me pics of roads. Your driver doesn't look out the window behind him. If he did he would see this and re-do it.



NOTICE OF DEFAULT

Paragraph 8 of the Agreement states as follows³:

Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document[s], may give written notice of default to the defaulting party in the manner specified for the giving of notices herein...

You are hereby notified that after due consideration of all facts and information currently available, Shosha has been found to be in default under the terms of the Agreement for the following deficiencies:

- (1) Failure to timely and properly perform the services set forth in the specifications of the Agreement;**
- (2) Failure to complete work required within the time stipulated in the Agreement; and**
- (3) Failure to make progress in the performance of the Agreement, giving the City reason to believe that Contractor cannot perform to the requirements of the Agreement.**

CURE NOTICE

The Agreement provides City with the right to “terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition” of the Agreement⁴. Alternatively, and in the City’s sole discretion, City may “provide Contractor with an opportunity to cure the violations set forth in the City’s notice of default...”⁵ Should contractual violations not be cured within a reasonable period of time or to the reasonable satisfaction of City, City then has the option to terminate the Agreement without further notice.

You are notified that unless Shosha cures the deficiencies identified herein in the manner and within the time limits set forth below, City will terminate Contract No. PWD/240267 without further notice.

Shosha shall immediately, diligently, and continuously take the following steps to cure the deficiencies identified herein:

- (1) within **TWO (2) CALENDAR DAYS** of the date of receipt of this letter, acknowledge receipt of this Notice and affirm Shosha’s commitment to cure the delinquencies noted by having its authorized representative sign the Acknowledgement of Receipt and Notice of Intent to Cure attached below and return it to drobinson@ocalafl.gov;
- (2) for the remainder of the Agreement term, timely and properly complete all services encompassed in the Agreement’s Scope of Work without deficiency.

³ Ex. A at ¶ 8.

⁴ See Ex. A at Paragraph 8(A) – Termination by City for Cause.

⁵ See Ex. A at Paragraph 8(B).

November 6, 2025

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Should you have any questions regarding the foregoing, you may contact the undersigned at drobinson@ocalafl.org or 352.629.8343.

Sincerely,



Daphne M. Robinson, Esq., NIGP-CPP

Procurement and Contracting Officer

Director – Procurement & Contracting

Telephone: 352.629.8343

E-Mail: drobinson@ocalafl.org

cc: Darren Park, Director - Public Works
Tom Casey, Division Head – Infrastructure Public Works
Brian Herrick - Manager – Stormwater Systems
John Livingston, Vendor Relations Manager

ACKNOWLEDGEMENT OF RECEIPT AND NOTICE OF INTENT TO CURE

The undersigned acknowledges receipt of this Notice and affirms Shosha’s commitment to cure the delinquencies noted. Shosha understands and agrees that any future deficiencies of the type noted herein will result in the immediate termination of City of Ocala Contract No.: PWD.240267.

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____