

AGREEMENT FOR OCALA POLICE DEPARTMENT JANITORIAL SERVICES

THIS AGREEMENT FOR OCALA POLICE DEPARTMENT JANITORIAL SERVICES ("Agreement") is entered into by and between the **<u>CITY OF OCALA</u>**, a Florida municipal corporation ("City") and **<u>BRIGHT CORNERS, INC.</u>**, a for profit corporation duly organized and authorized to do business in the State of Florida (EIN: 46-0937464) ("Vendor").

WHEREAS, on April 12, 2021, City issued a Request for Quotation for janitorial services to be performed in Ocala Police Department facilities, RFQ No.: OPD/210278 (the "Solicitation"); and

WHEREAS, seven (7) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the quote submitted by the Vendor was found to be the lowest; and

WHEREAS, Vendor was chosen as the intended awardee to provide janitorial services for Ocala Police Department facilities (the "Project"); and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

- 1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
- 2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

Exhibit A:Scope of Work (A-1 through A-6)Exhibit B:Price Proposal (B-1)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.



- 3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
- 4. COMPENSATION. City shall pay Vendor a limiting amount of <u>ONE HUNDRED TWO</u> <u>THOUSAND, SIX HUNDRED AND NO/100 DOLLARS (\$102,600)</u> (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in Exhibit B – Price Proposal.
 - A. Invoice Submission. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: Ocala Police Department, Attn: Steve Chojnacki, 402 S. Pine Avenue, Ocala, Florida, 34471, E-Mail: schojnacki@ocalapd.org.
 - B. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - C. Withholding of Payment. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within <u>THIRTY (30)</u> calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
 - D. Excess Funds. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within <u>THIRTY (30)</u> days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - E. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will



Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

- TERM OF AGREEMENT. This Agreement shall become effective and commence on <u>JUNE 1,</u> <u>2021</u> and continue in effect for a term of <u>THREE (3) YEARS</u>, through and including <u>MAY 31,</u> <u>2024</u> (the "Term"). This Agreement may be renewed for <u>TWO (2)</u> additional <u>ONE (1) YEAR</u> periods by written consent between City and Vendor.
- 6. FORCE MAJEURE. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

- 7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
 - A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or



specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

- B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.
- 8. **TERMINATION AND DEFAULT**. 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, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
 - A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
 - (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Vendor provides material that does not meet the specifications of the Agreement;
 - (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.
 - B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable satisfaction of City, City may, without further notice, declare



Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

- C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
 - (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
 - (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.
- 9. DELAYS AND DAMAGES. The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
- 10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.



- 11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
- 12. VENDOR REPRESENTATIONS. Vendor expressly represents that:
 - A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
 - B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
 - C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. Public Entity Crimes. Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 13. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
 - A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills



and expertise as may be necessary to perform the work in accordance with the Contract Documents.

- B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
- C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
- D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
- E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing
- 14. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources
- 15. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.
- 16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Vendor with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Vendor shall name City as an additional insured under the insurance policy.
- 17. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Coverage for contractual liability is also required.



- D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.
- 18. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY. Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability coverage in amounts required by Florida law. If Vendor claims an exemption from workers' compensation coverage, Vendor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the Vendor shall provide and cause each subcontractor to provide adequate insurance satisfactory to the City for the protection of its employees not otherwise protected.
- 19. **EMPLOYEE DISHONESTY/FIDELITY BOND, INSIDE MONEY AND SECURITIES COVERAGE**. Vendor must obtain, at Vendor's expense, and keep in effect during the term of this Agreement, Employee Dishonesty, Third Party Fidelity Bond and Inside Money and Securities coverage for City-owned property in the care, custody or control of Vendor. Coverage limits shall not be less than \$1,000,000. The policy must include the City of Ocala as loss payee.
- 20. MISCELLANEOUS INSURANCE PROVISIONS.
 - A. <u>Insurance Requirements.</u> These insurance requirements shall not relieve or limit the liability of Vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
 - B. <u>Deductibles</u>. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Vendor is responsible for the amount of any deductible or self-insured retention.



C. <u>Certificates of Insurance</u>. Vendor shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of A-V or greater. Renewal certificates must be forwarded to the City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org prior to the policy expiration.

*Non-rated insurers must be pre-approved by the City Risk Manager.

- D. <u>Failure to Maintain Coverage</u>. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.
- E. <u>Severability of Interests.</u> Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
- F. <u>Mandatory Endorsements for All Required Policies</u>. All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala no less than <u>THIRTY (30)</u> days written notice (with the exception of non-payment of premium which requires a <u>TEN (10)</u> calendar day notice) in the event of cancellation or material change.
- 21. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - A. All employees on the work and other persons that may be affected thereby;
 - B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and



C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

- 22. NON-DISCRIMINATORY EMPLOYMENT PRACTICES. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
- 23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
- 24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those



representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

- 25. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
- 26. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
- 27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
- 28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
- 29. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.



- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall destroy any completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: <u>clerk@ocalafl.org</u>; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 30. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 31. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 32. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <u>https://e-verify.uscis.gov/emp</u>, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
- 33. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor



shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

- 34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
- 35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
- 36. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
- 37. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- 38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:



If to Vendor:	Bright Corners, Inc. Attention: Juan Jaramillo 2501 SW 57 th Avenue Ocala, Florida 34474 Phone: 352-587-1198 E-mail: <u>juan@brightcornerscleaningservice.com</u>
If to City of Ocala:	Tiffany Kimball, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8366 Fax: 352-690-2025 E-mail: <u>tkimball@ocalafl.org</u>
Copy to:	Robert W. Batsel, Jr. Gilligan, Gooding, Batsel, & Anderson, P.A. 1531 SE 36 th Avenue Ocala, Florida 34471 Phone: 352-867-7707 Fax: 352-867-0237 E-mail: <u>rbatsel@ocalalaw.com</u>

- 39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
- 40.**JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS



CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

- 41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
- 42. JURISDICTION AND VENUE. The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding in such court and/or the laying of venue of any such civil action or legal proceeding in such court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of proceedures or local rules.
- 43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
- 44. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
- 45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.



- 46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
- 47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
- 48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 49. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
- 50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- 51. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.



CONTRACT# OPD/210278

Agreement

on

IN WITNESS WHEREOF, the parties

06 / 07 / 2021

ATTEST:

CITY OF OCALA

have

Angel B. Jacobs

Angel B. Jacobs City Clerk

executed

this

Justin Grabelle City Council President

Approved as to form and legality:

BRIGHT CORNERS, INC.

/s/Robert W. Batsel, Gr.

Robert W. Batsel, Jr. City Attorney

Juan Jaramillo By: ____

(Printed Name)

Title: <u>owner</u>

(Vice President or higher)

Contractor shall provide janitorial services for Ocala Police Department (OPD) facilities. Janitorial services shall cover offices, reception areas, rest rooms, break rooms, kitchens, rental lounges, auditoriums, etc.

All work shall be coordinated with the City Project Manager, Steve Chojnacki, 352-427-8289, e-mail: schojnacki@ocalapd.org.

Per FBI Criminal Justice Information Services all cleaning personnel are required to be fingerprinted through the FDLE database with approval, and pass the Criminal Justice Information Services (CJIS) online course/test prior to working in OPD facilities.

Vendor Responsibilities

Vendor shall be responsible for the following:

- 1. Staffing shall be determined by the services outlined in this scope of work and assigned to specific facilities. The number of staff assigned to each facility shall be based on the number of hours recommended by the industry standard for the services outlined.
- 2. Contractor shall provide all management, tools, equipment, cleaning 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. Conform to all OSHA, DEP, federal and local laws and regulations.
- 4. 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.
- 5. Ensure that satisfactory standards are maintained with regards to employees' competency, conduct, appearance, and integrity, at the discretion of the City. All employees must always wear a shirt with company name or logo on it, as well as an ID badge while on City property.
- 6. Furnish Safety Data Sheets (SDS) for <u>all</u> products used in every OPD building/facility. The SDS shall be kept with all products used at each individual location. Vendor shall be held responsible for any damage due to chemical cleaning products because of negligence on the part of Vendor's employees, agents or representatives to any person and/or property. All cleaning products must be green products.
- 7. Under no circumstances or for any reason shall Vendor, its employees, agents, or representatives ever dispose of any flammable, toxic, or caustic materials into any City-provided container or in or upon City property. Should Vendor knowingly violate the terms of this provision, Vendor shall be held liable for the cost of the timely and proper and legal

disposal of said material(s). Further, Vendor 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.

- 8. Confine equipment, storage of equipment and materials, and the operation of Vendor's workers to areas permitted by law, ordinances, or permits, and shall not unreasonably encumber the premises with materials or equipment.
- 9. Vendor shall accept responsibility for any damage to City or personal property due to negligence on the part of the Vendor and/or its employees.
- 10. 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.
- 11. Vendor shall 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 Vendor's mismanagement of keys or access cards, Vendor shall reimburse City for all costs to ensure the security of the facility.

Contract Monitoring

- 1. The City Project Manager shall monitor and evaluate Vendor's performance including the contract terms and conditions for any failure to perform satisfactory services or failure to correct non-conforming services. Should services not be performed and/or not be supplied as specified herein, vendor shall be notified by 4:00 p.m. the same business day. Vendor shall have until 12:00 p.m. the following day to provide corrective measures. In cases where next day notification is not possible, Vendor shall rectify any situations within one (1) business day of City reporting a service issue. Should corrections not be made, City shall assess a charge of \$50.00 per building against the monthly invoice.
- 2. In the event that Vendor, for any reason whatsoever, consistently fails (three [3] times within a billing cycle) to perform work to the quality and quantity required herein, the City reserves the right to assess a charge of \$150.00 per building against the monthly invoice.
- 3. OPD Headquarters requires a monthly walk-through with Vendor supervisor and City Project Manager.

Working Hours

Cleaning staff does not need to be on-site the entire time as long as the daily work is completed within the specified timeframe.

Each location has designated days and times of the week that it will be serviced. The specific days and times for services at each location are outlined in **Exhibit B – Price Proposal**.

The only exception to these working hours/days will be legal holidays (authorized by the City) and emergency calls.

Basic Cleaning Services

Vendor shall accomplish all cleaning tasks to meet the requirements detailed herein. The minimum cleaning frequencies are established as listed below:

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. Baseboards, corners, and wall/floor edges shall also be cleaned. All floor maintenance solutions shall be removed from baseboards, furniture, kitchen appliances, and trash receptacles. Chairs, trash receptacles, rugs and all other items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper positions. Evidence processing areas shall be free of black fingerprint powder on all surfaces (floors, counters, equipment cabinets, etc.).
- 2. **Remove Trash.** All trash containers in offices and common areas to include but not limited to the community room, training rooms, employee lounges, 911 dispatch kitchen, lobby and restrooms shall be emptied on days of cleaning service. 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. **Clean Interior Glass/Mirrors**. Clean all interior glass, including glass in doors, partitions, walls, display cases, and directory boards. After glass cleaning, there shall be no traces of film, dirt, smudges, water, or other foreign matter.

All equipment necessary to clean interior glass/mirrors/windows (lifts, ladders, etc.) must be included in the "per month" pricing for each location.

4. **Clean Drinking Fountains.** Clean and disinfect all porcelain and polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountain. Drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other obvious soil. A stainless-steel oil-based polish should be used for polishing.

- 5. **Vacuum Carpets.** Vacuum all carpeted areas. After vacuuming, the carpeted area shall be free of all visible dirt, debris, litter and other foreign matter. All tears, burns, and raveling shall be brought to the attention of the department representative. In the 911/Dispatch area, all work stations will be raised up and vacuumed underneath, to remove all debris.
- 6. **Disinfect Stairway Railings.** Stairway railings, door handles, and push bars will be sprayed with disinfectant.
- 7. **General Spot Cleaning**. Perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to removing or cleaning smudges, fingerprints, marks, streaks, spills, dirt and debris from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates, light switches, ceiling (for cobwebs), and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.
- 8. **Kitchens/Lounge Areas/Break Rooms/Community Room/Auditorium**. Clean and disinfect all tables, sinks, counter tops, and stove tops. To be free of streaks, stains, spots, and smudges. (Dishes remaining in sinks will be the responsibility of City staff).
- 9. **Elevators**. Elevators are to be vacuumed to keep a clean appearance and must be free of any trash or debris. Clean doors inside and outside to be free of streaks, stains, spots, and smudges.
- 10. **Exterior Cleaning.** Empty all trash receptacles in the front tile atrium and lobby area only clean and wet mop every other day or if floor is badly soiled for a uniform appearance. All door mats inside/outside of all exterior doors must be swept daily and free of debris.
- 11. **Empty and Clean Ashtray Urns**. Vendor shall empty all ashtray urns located outside of OPD buildings.

Weekly

- 1. **Clean Stairways**. All floor surfaces shall be cleaned in accordance with the requirements herein as appropriate for floor covering. Grease and grime shall be removed from stair guards, handrails and baseboards. Vendor shall remove all marks, dirt, smudges, scuffs, and other foreign matter from adjoining stairwell walls to provide or maintain a clean, uniform appearance.
- 2. **General Dusting.** All horizontal surfaces must be dusted or cleaned to eliminate dust collection (file cabinets, window sills, bookshelves, tables, partition walls, tops of lockers, 911

dispatchers work area, etc.). All window sills and window frames are to be free of spider webs, cleaning of cob webs in/at all OPD buildings, lobby/atriums/outside doors and windows.

- 3. **Entrance Areas.** Remove all spider webs, wash all windows and doors, all entrance areas to keep a clean appearance.
- 4. **Elevators.** All stainless-steel walls and doors must be polished with an oil base stainless-steel polish.

Monthly

- 1. Dust Ceiling Fans. All ceiling fans will be dry dusted.
- 2. **Blinds and Window Sills**. All blinds, vertical and horizontal are to be dusted and the window sills are to be cleaned and free from dust and any foreign objects.

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:

Daily

- 1. **Clean and Disinfect**. Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, showers, shower heads, shower mats, dispensers, plumbing fixtures, partitions, dispensers, doors, ceramic tiles, 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. City will supply paper products and the vendor will be responsible for supplying all cleaning products. Vendor will be responsible for filling soap, paper towel, sanitary bags and paper towel dispensers.

Weekly

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.

Monthly

Lockers. All lockers are to be damp dusted on the tops, to be free of all dust.

ADDITIONAL SERVICES. The following services are additional services, which shall be performed only on request by City.

Floor Maintenance

The City currently has the following types of flooring:

Ceramic Tile - Deep cleaning inside and outside tile areas

- All pricing for flooring shall be based on a square foot price of flooring.
- City shall make the determination when floors shall be deep cleaned, conditioned, or stripped and waxed.
- Vendor will complete all stripping, waxing, buffing of all vinyl composition tile (VCT), rubber tile floors and ceramic tile floors. <u>All floor stripping, waxing, and buffing will be completed after hours or on weekends, to be scheduled by City</u>. City will make the determination when floors are to be deep cleaned, conditioned or stripped and waxed. <u>Floors will be priced separately, by type. City and vendor will determine square footage for each area to be completed.</u>

Exterior Window Cleaning

Pricing for this service will be per occurrence and must include rental of any equipment. Interior window cleaning is already included in the cleaning schedule, on a monthly basis. Should exterior windows be awarded, then interior windows will be completed on the same day. Exterior window washing will be completed when requested by City with a minimum of a two (2) week notice. The City, at its discretion, may informally quote exterior window washing at any time as this is an option for pricing. Pricing for this service is optional and may be provided in Exhibit A – Schedule of Bid Prices. This pricing will not be used in consideration for award.

Emergency Cleaning 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.

Storage

On-site storage of materials and equipment is not available in all areas. Storage areas shall be designated where available. Vendor will be made aware of these locations.

Item	Building Name	Cleaning Frequency	Monthly Cost	Annual Cost
1	OPD Main Building	5 days per week	\$1,690	\$20,280
I	(Headquarters) 402 S. Pine Ave.	(Monday-Friday, 8:00 am- 3:00 pm)		
	OPD West District	3 days per week	\$385	\$4,620
2	625 NW MLK Ave.	(Monday, Wednesday, Friday 8:00 a.m. to 9:30 am)		
	OPD East District	3 days per week	\$385	\$4,620
3	305 NE 8 th St.	(Monday, Wednesday, Friday 8:00 a.m. to 9:30 a.m.)		
	OPD Building	2 days per week	\$390	\$4,680
4	849 NW 24th Ct.	(Tuesday and Thursday 8:00 a.m. to 9:30 a.m.)		
Annual Total:			\$34,200	

Exterior Window Cleaning		
Item	Building Name	Price per Occurrence
5	OPD Main Building (Headquarters)	\$6.00 per window
6	OPD West District	\$6.00 per window
7	OPD East District	\$6.00 per window
8	UDEST	\$6.00 per window
Floor Maintenance		
Item	Type of Floor/Maintenance	Price per Square Foot
9	VCT - Stripping and waxing/buffing	\$0.35
10	Tile Ceramic - Deep cleaning	\$0.35
Emergency Cleaning Services		
Item	Emergency Cleaning- Any Building	Price per Hour
11	Cost <u>per hour</u> for emergency cleaning services at any location covered under this solicitation	\$22.50

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