

SECOND AMENDMENT TO THE AGREEMENT

In accordance with the Janitorial Services Agreement entered into on June 15, 2021, and all of its amendments (if any), collectively (the "Agreement") this Second Amendment to the Agreement (this "Amendment") is made and entered into by and between **Outliers Capital SMB LLC, d/b/a Blue Ribbon Cleaning Company, Inc.**, as a successor in interest to **Blue Ribbon Cleaning Company, LLC**, formerly Blue Ribbon Cleaning Company, Inc., whose address is 6656 South Pine Ave., Ocala, FL 34480; possessing FEIN **92-2060393**, (hereinafter referred to as "FIRM") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS, on or about April 7th, 2022, Blue Ribbon Cleaning Company, Inc., filed articles of conversion with the Florida Division of Corporations, resulting in the name of the company changing to Blue Ribbon Cleaning Company, LLC; and

WHEREAS, Outliers Capital SMB LLC purchased all tangible and intangible assets of Blue Ribbon Cleaning Company, LLC, including its right under this agreement; and

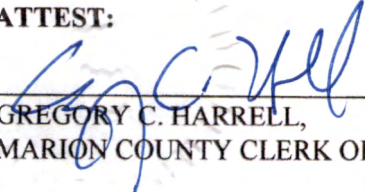
WHEREAS, this Amendment shall remain in full force and effect until all completion of services required of FIRM, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

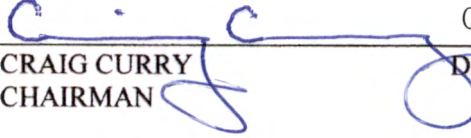
1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 21P-145, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. The FEIN for Outliers Capital SMB LLC is 92-2060393.
3. This Amendment adds janitorial services for all Library locations to the Agreement, per Exhibit A – Scope of Work, and Exhibit B – Library Fee Schedule, hereto, and all Fire Rescue Training Classroom locations and pricing, per Exhibit C – Fire Rescue Fee Schedule. hereto.
4. This Amendment formalizes the change in FIRM'S secondary position for Group A to First-Tier Contractor, as described in Item 2 of Modification 1 to the Agreement. The Parties expressly agree that this change will be effective on August 1, 2023.
5. With justification, FIRM may request up to a three percent (3%) increase beginning May 1, 2024. The term shall commence upon Board approval and shall continue through April 30, 2025. Pending mutual agreement and Board approval there are two (2) annual renewal options available (the "Term").
6. The Parties mutually acknowledge Outliers Capital SMB LLC to be the successor in interest of Blue Ribbon Cleaning Company, LLC and Outliers Capital shall have all rights and responsibilities under the Agreement as Blue Ribbon Cleaning Company, Inc.

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

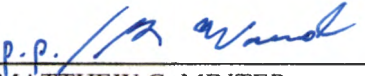
 07/18/2023
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-
DIVISION OF THE STATE OF FLORIDA

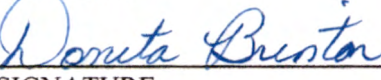
 07/18/2023
CRAIG CURRY DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO
FORM AND LEGAL SUFFICIENCY

BCC APPROVED: July 18, 2023
21P-145-CA-02 Janitorial Services

p.p. /  8/2/23
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

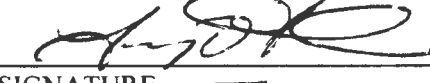
WITNESS:


SIGNATURE
DONITA BRINTON
PRINTED NAME

OUTLIERS CAPITAL SMB LLC


SIGNATURE
Bernard Sangra
PRINTED NAME
Owner
ITS: (TITLE)

WITNESS:


SIGNATURE
JERK THOMAS
PRINTED NAME

BLUE RIBBON CLEANING COMPANY,
LLC

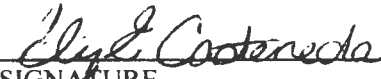

SIGNATURE
Elizabeth E. Casteneda
PRINTED NAME
Managing Member
ITS: (TITLE)

EXHIBIT A LIBRARIES SCOPE OF WORK

1. **All cleaners will be required to pass a level II background check.**
2. **RECYCLING** - The County takes pride in recycling over four (4) tons of office paper on an annual basis. The custodial crew plays a large part in this effort by collecting recycling and dumping into the separate dumpsters provided at various locations. The successful bidder must agree to and continue to participate in this service.

SPECIFICATIONS

1. The term "County Representative" as used herein, shall mean the Library Director or other authorized Library representative.
2. The vendor shall provide a level of cleaning standard that will provide unsolicited compliments from employees and others and will make complaints a rarity. This level of cleaning shall be required for all areas.
3. Subcontractors may not be used for this contract. All workers must be a direct employee of the company.
4. County Representative reserves the right to request quarterly meetings with the vendor. Meetings may be requested more often if deemed necessary by the County.
5. Although this scope identifies specific facilities to be serviced, it is hereby agreed and understood that the County may need to add or delete service for any facility when such is required. An added facility/service price shall be negotiated between the successful vendor and County Representative based upon the similarity of the new facility/service to prices of similar facility/services in the bid documents. If the price is accepted, an amendment to the contract will be issued.
6. During the term of this agreement, should occasion arise for the vendor to perform services not defined as a reoccurring service in the agreement, the vendor shall prepare an "Out of Scope Work Order" enumerating the services along with the appropriate cost for the services. The proposal shall be submitted to the County Representative for review and approval, prior to any services being performed. Should the proposal be rejected the vendor shall revise and re-submit the proposal with all appropriate changes for review and approval. A separate purchase order shall be issued for "Out of Scope" services.

"Out of scope work" is defined as any type of janitorial service that may be required in a County owned or leased building that is not considered a reoccurring requirement. (i.e., one-time limited cleaning services, one-time floor cleaning or restoration work, etc.)
7. Payments will be made monthly upon presentation of an invoice for certification and payment.
8. If unsatisfactory service has been brought to the attention of the vendor and has not been

rectified within 24 hours, that area will be deducted from the month's invoice. Deduction notices for non-performance shall be provided to the vendor as they occur in writing, and deducted from the current month's invoice. Payment shall be rendered only for service satisfactorily provided.

9. Vendor shall provide a "Staffing Roster Schedule" (SRS) indicating the number of persons assigned to specific building locations or spaces and the minimum required labor hours to accomplish daily tasks, as outlined within the scope of services.

Building Name & Address

Number of Vendor's Employees Assigned to Building

Vendor Employee Names & Photo ID

10. Vendor must provide and keep current throughout the duration of the contract, an employee roster, NO EXCEPTIONS. Roster changes must be updated and distributed to the County for approval within 24 hours.
11. All employees shall be provided, and required to wear during performance of the scheduled work, an identification badge and uniform with the vendor's name affixed on the shirt, which shall be issued by the vendor.
12. Vendor shall provide a list of proposed cleaning products along with Material Safety Data Sheets (MSDS) for each product.
13. Vendor must maintain at all times an adequate number of equipment and supplies at each county location.
14. Green cleaning products are required, where possible, for use under this Contract. Green cleaning products are defined in accordance with U.S. Green Building Counsel Standards. Please provide a list of products to be used by your company to clean under this bid. All cleaning products used shall low odor/VOC unless approved otherwise by a County representative.
15. The vendor shall ensure lights are turned out, doors are re-locked, and alarms are set after cleaning services have been completed each day. Vendor shall be responsible for paying any citations issued for all false alarms caused by the neglect of the vendor's employees. Electrical power will be furnished by the County, at existing power outlets, for the vendor's use to operate such equipment as is necessary in the performance of the work. Vendor is authorized to use the water utility services at each building location.

PERFORMANCE OF WORK SCHEDULED FOR DAILY, WEEKLY OR MONTHLY:

If any work scheduled for performance daily, weekly, monthly, quarterly, or semi-annually are omitted or unsatisfactorily performed, it will be called to the attention of the vendor or their designated representative and a deduction will be made from any monies due or to become due to the vendor if the remedy is not made within 24 hours of notification.

A deduction of \$25.00, per room or area per day, will be assessed by the County for non-performance or deficiencies in work performed if a square foot price for the area is not determinable.

In the event that deficiency occurs again within the same week in the same location, the deduction will be taken whether the deficiency has been rectified or not.

In the event the vendor, for any reason whatsoever, consistently fails to perform work to the quality required in this contract, the County reserves the right to:

- Make deduction in accordance with the rate noted above.
- Cancel the contract on as short a notice in writing as may be consistent with securing a replacement vendor to take over the work specified in the canceled contract.

SCOPE OF SERVICES

1. This scope of service is for the Public Library System only and does not apply to other buildings under 21P-145.
2. The County will supply paper products, toilet tissue and paper towels, hand soap, hand sanitizer, trashcan liners, and personal waxed bags. Notify staff when supplies are getting low.
3. The vendor shall furnish all labor, supervision, transportation, equipment, cleaning products, cleaning materials, and any/all other supplies to provide custodial services for the contracted facilities. Supplies and equipment include, but are not limited to, such items as dust mops, buckets and wringers, vacuum cleaners, leaf blowers and janitorial carts. A separate, color- coded set of supplies is to be used in bathrooms to prevent cross-contamination.
4. All equipment will be properly maintained to provide safe operation and minimize breakdowns and malfunctions. The County reserves the right to require replacement of equipment that is unsafe or malfunctioning.
5. All work shall be performed after hours except as specified at Library Headquarters. At headquarters, staff may start work during business hours in NON-PUBLIC AREAS, as identified by Library Staff. Evening staff shall perform all services after hours as specified for each library.
6. Day Porter: HEADQUARTERS ONLY – Monday through Saturday – four (4) hours daily. Schedule to be approved by library staff.
7. Help with set-up and take down of tables, chairs and equipment in meetings. Must remove and reassemble partition between rooms when needed.
8. Floor Cleaning:
 - A. All waxes and floor finishes must be U.L. rated non-slip.
 - B. All tile/laminate/VCT flooring shall be mopped daily.
 - C. Burnish all ceramic tile floors.

- D. Walk-off mats shall be vacuumed daily.
 - E. Carpets shall be vacuumed daily, spot cleaned daily, if necessary and extraction cleaned semi-annual. Semi-annual carpet cleaning can be done on Friday, Saturday and Sunday. Facilities Management will need to approve weekday carpet cleanings, if necessary.
 - F. In inclement weather, day porter, shall mop sufficiently for the floors to be kept dry. They will also put out wet floor signs and the umbrella bag stand.
 - G. Floors in restrooms and breakrooms areas shall be swept and damp mopped daily, and washed and sanitized with a germicidal disinfectant after cleaning. After mopping and scrubbing, grout joints and baseboards shall be cleaned to remove dirt, spots, and streaks.
9. Carpet Cleaning:
- A. Daily
 - All carpets will be vacuumed daily using HEPA filtered vacuums only.
 - Vacuum bags will be emptied and replaced outside only.
 - Carpet stains will be spot cleaned daily as noticed by vendor staff.
 - Stained areas will be cleaned using a water extraction method.
 - B. Semi-annual
 - All carpeted areas will be cleaned using water extraction method only.
 - Full carpet cleaning shall be performed semi-annually at all locations, with the ability for the County Representative to decline locations if deemed unnecessary. The County reserves the right to request emergency carpet cleaning if necessary.
 - The carpet cleaning schedule shall be coordinated with the County Representative to confirm the dates with the respective locations. This should be planned and confirmed a month in advance.
 - Commercial floor fans must be provided to ensure adequate drying.
 - Semi-annual carpet cleaning is to be performed after hours on Fridays, Saturdays, and Sundays.
 - C. Equipment and Chemical Requirements:
 - Extractor shall be capable of extracting minimum of 90% water from the carpet.
10. Exterior Building Entrances and Covered Walkways:
- A. Exterior building entrances and covered walkways shall be swept daily and all cobwebs and debris (Floor to ceiling within reach) shall be removed weekly.
 - B. Debris shall be removed using a leaf blower for maximum efficiency.
11. Ceiling Cleaning:

- A. Remove dust and cobwebs from ceilings, light fixtures, and HVAC diffusers weekly.
- 12. Wall Cleaning:
 - A. Dust and spot clean daily. This includes walls, doors, windows, frames, sills, ledges, moldings, grilles, and switches.
- 13. Glass/Mirror Cleaning:
 - A. Both sides of building entranceway glass shall be cleaned daily.
 - B. All interior glass, exclusive of entrances, shall be cleaned daily.
 - C. Mirrors shall be fully cleaned daily.
- 14. Restrooms Cleaning:
 - A. All restrooms shall be cleaned and sanitized/disinfected during each shift of each day of service. Countertops, baby changing tables, sinks, partitions & hardware, toilets, urinals, and floors shall be cleaned and sanitized/disinfected each day; bathroom stalls shall be wiped down during each cleaning shift. Waterless urinals shall be cleaned during each cleaning shift; however, cartridges will be replaced by Facilities Management. Floor drains should be flushed out on a weekly basis with clear, clean water.
 - B. The expectation of Marion County is that the janitorial contractor will address light biohazard cleanup as their regular duty. The team should be qualified to work around common biohazards associated with cleaning and sanitizing public restrooms.
 - C. Paper towel dispensers and toilet paper shall be stocked when there is less than 30% of supply available.
 - D. Soap dispensers shall be refilled daily.
 - E. Broken dispensers shall be reported to the County Representative for replacement.
 - F. Plumbing fixtures shall be checked for operation daily. Problems will be immediately referred to the County Representative for corrective action.
 - G. Flush bathroom floor drains weekly with clean water.
 - H. Waterless urinals will be cleaned by wiping down with a light cleaning agent and rag/paper towel daily. Cartridges will be replaced by Facilities Management.
- 15. Cleaning of Furniture, Equipment, and other Items:
 - A. All table tops and chairs in eating areas shall be washed and cleaned on every service

day, including pedestals and legs.

- B. Furniture in corridors and other public areas shall be dusted, vacuumed, and/or damp cleaned, as appropriate, daily.
- C. Conference tables shall be cleaned and sanitized/disinfected on every day of service.
- D. Fabric covered chairs shall be vacuumed monthly. Plastic, vinyl covered, and wooden chairs shall be spot cleaned daily and damp cleaned monthly.
- E. Fire extinguishers shall be dusted weekly.
- F. Drinking fountains shall be cleaned daily with a disinfectant and then polished.
- G. Window treatments shall be dusted monthly.
- H. Push/pull plates, doorknobs, kick plates, and other hardware shall be wiped with a disinfectant daily and polished weekly.

16. Trash Removal:

- A. All trash and waste containers shall be emptied daily, or as needed. Liners shall be replaced daily. Containers shall be wiped clean monthly and cleaned to remove stains and odors.
- B. Trash shall be collected in trash bags and placed in dumpsters.
- C. **The vendor shall comply with the requirements of the Marion County Recycling Program.** A list of available recycling dumpsters will be provided by the County Representative.

1. Cleaning schedules:

Key:

D - Daily
 SW - Semi-weekly
 W - Weekly
 SM - Semi-monthly
 M - Monthly
 Q - Quarterly
 SA - Semi - Annual

RESTROOMS	D	SW	W	SM	M	Q	SA
1. Clean, sanitize/disinfect and polish all fixtures including toilet bowls, urinals and hand basins.	X						
2. Clean and polish mirrors	X						
3. Empty all containers and disposal, insert liners as required	X						
4. Spot clean and sanitize/disinfect containers	X						

5. Sweep, sanitize/disinfect and damp mop floor	X						
6. Replenish all dispenser items such as toilet, soap & paper towels	X						
7. Clean walls and door frames	X						
8. Low dust all horizontal surfaces below 70"	X						
9. High dust all horizontal surfaces above 70"						X	
10. Clean and sanitize/disinfect stall partitions	X						
11. Deodorize floor drains			X				
12. Clean ceramic tile walls.	X						
13. Clean & polish stainless steel fixtures	X						
14. Push/pull plates, doorknobs, kick plates, and other hardware shall be sanitized/disinfected	X						

GENERAL AREAS AND CORRIDORS.	D	SW	W	SM	M	Q	SA
1. Empty wastebaskets. Replace liners as necessary.	X						
2. Vacuum to remove surface dirt.	X						
3. Dust and clean all furniture to include chairs, desks, cabinets and shelves	X						
4. Clean all glass and plexiglass.	X						
5. Spot clean walls and doors.	X						
6. Dust and damp mop non-carpeted floors	X						
7. Vacuum carpet floors	X						
8. Clean spills and stains on carpet	X						
9. Low dust all horizontal surfaces below 70"	X						
10. High dust all horizontal surfaces above 70"						X	
11. Dust window blinds			X				
12. Damp dust return air conditioning vents			X				
13. Remove cobwebs			x				
14. Dust all bookshelves.					X		
15. Damp clean chair mats in staff work areas			X				
16. Push/pull plates, doorknobs, kick plates, and other hardware shall be sanitized/disinfected	X						

OFFICES AND CONFERENCE ROOMS	D	SW	W	SM	M	Q	SA
1. Empty wastebaskets. Replace liners as necessary.	X						
2. Vacuum to remove surface dirt.	X						
3. Dust and clean all furniture to include chairs, desks, cabinets, bookcases, and shelves	X						
4. Clean all glass and plexiglass.	X						
5. Spot clean walls and doors.	X						
6. Dust and damp mop non-carpeted floors	X						
7. Vacuum carpet floors	X						
8. Clean spills and stains on carpet	X						
9. Low dust all horizontal surfaces below 70"	X						
10. High dust all horizontal surfaces above 70"						X	
11. Dust window blinds			X				
12. Damp dust return air conditioning vents			X				
13. Remove cobwebs			X				

14. Damp clean chair mats			X				
15. Push/pull plates, doorknobs, kick plates, and other hardware shall be sanitized/disinfected	X						

WAITING AREAS, VENDING AREAS, BREAK ROOMS	D	SW	W	SM	M	Q	SA
1. Empty, wash and sanitize/disinfect all trash and recycling cans	X						
2. Damp clean and sanitize/disinfect table tops, seats and chair backs	X						
3. Clean and sanitize/disinfect drinking fountain	X						
4. Clean doors, frames, switch plates, handles, and walls	X						
5. Dust furniture, sills & ledges	X						
6. Dust and damp mop non-carpeted floors	X						
7. Vacuum carpeted floors	X						
8. Clean spills and stains on carpet	X						
9. Low dust all horizontal surfaces below 70"	X						
10. High dust all horizontal surfaces above 70"						X	
11. Dust window blinds			X				
12. Damp dust return air conditioning vents			X				
13. Remove cobwebs			X				
14. Push/pull plates, doorknobs, kick plates, and other hardware shall be sanitized/disinfected	X						

ENTRANCES AND LOBBIES	D	SW	W	SM	M	Q	SA
1. Clean entrance glass, front doors, and glass in interior doors and half glass walls.	X						
2. Dust all furniture.	X						
3. Clean all entrance door glass and store front	X						
4. Dust and damp mop non-carpeted floors	X						
5. Vacuum all carpeted floors	X						
6. Clean spills and stains on carpet	X						
7. High dust all horizontal surfaces above 70"						X	
8. Dust window blinds			X				
9. Spot clean walls.	X						
10. Damp dust exhibit cases removing hand prints.	X						
11. Clean and sanitize/disinfect drinking fountains	X						
12. Push/pull plates, doorknobs, kick plates, and other hardware shall be sanitized/disinfected	X						
13. Remove cobwebs			X				
14. Vacuum walk off mats	X						

Meeting Rooms	D	SW	W	SM	M	Q	SA
1. Vacuum all carpeted floors	X						
2. Clean spills and stains on carpet	X						
3. Empty, wash and sanitize/disinfect all trash and recycling cans	X						
4. Damp clean and sanitize/disinfect table tops, seats and chair backs	X						

5. Dust window blinds			X				
6. Damp dust return air conditioning vents			X				
7. Remove cobwebs			X				
8. Set-up room either standard or with provided set-up	X						
9. Push/pull plates, doorknobs, kick plates, and other hardware shall be sanitized/disinfected	X						

EXTERIORS	D	SW	W	SM	M	Q	SA
1. Empty wastebaskets. Wipe as needed	X						
2. Clean entrance glass, front doors, and glass on exterior doors and windows	X						
3. Wipe down hand rails and bike racks.	x						
4. Wipe down book drops.	X						
5. Pick up trash along front sidewalk/entryway/plaza	X						
6. Remove all cigarette butts, dirt and debris	X						
7. Blow off ramp, sidewalks and breezeway (2-4 weekly's as needed)		X					

FLOOR	D	SW	W	SM	M	Q	SA
1. Spot clean carpets	X						
2. Carpet cleaning							X
3. Machine scrub ceramic (Bathrooms, Kitchens, Breakrooms)							X
4. Seal and refinish all VCT							X
5. Mop/sweep VCT tiles	X						

RECYCLING, MISC. DUTIES	D	SW	W	SM	M	Q	SA
1. All recyclables that are source separated are to be placed in appropriate recycling containers	X						
2. All other trash to be disposed of in appropriate dumpsters outside of building	X						
3. Report fires, hazards, items in need of repair, etc.	X						
4. Turn off lights	X						
5. Turn in found articles	X						
6. Lock rooms after cleaning	X						
7. Exterior window cleaning of the front of the building only.	X						
8. Light fixture cleaning			X				

SITE LOCATIONS

All work shall be performed after hours except as specified herein: Cleaning begins after close of regular business hours at each Library Branch. At Library Headquarters, the Day Porter position cleaning hours will be agreed upon with the library and the select company, or as long as deemed necessary by agreement between the Library and the janitorial firm. Cleaning hours for evening crews shall began at the closing of each branch – except in some non-patron areas identified as such by Library Staff and in these areas, work may begin after County employee shifts have ended at each branch.

Marion County Public Library Buildings:

The following locations will require cleaning services:

Bellevue Public Library

13145 SE Hwy 484 Bellevue, FL 34420

16,000 sq ft cleaned five (5) times per week

HOURS: Mon & Tues 10 AM – 8 PM; Wed through Sat 10 AM – 6 PM; Sun Closed

Dunnellon Public Library

20351 Robinson Road Dunnellon, FL 34431

16,000 sq ft cleaned five (5) times per week

HOURS: Mon 10 AM – 6 PM, Tues & Thurs 10 AM – 8 PM; Wed, Fri & Sat 10 AM – 6 PM; Sun Closed

Forest Public Library

905 S Hwy 314A, Ocklawaha, FL 32179

10,000 sq ft cleaned five (5) times per week

HOURS: Mon 10 AM – 6 PM; Tues & Thurs 10 AM – 8 PM; Wed through Sat 10 AM – 6 PM; Closed

Ft. McCoy Public Library

14660 NE Hwy 315 Ft. McCoy, FL 32134

3,000 sq ft cleaned twice a week

HOURS: Mon through Wed 10 AM – 6 PM; Closed Thurs and Fri.; Sat 10 AM – 4 PM

Freedom Public Library

5870 SE 95 St Ocala, FL 34476 (corner of 95 ST & 60 AVE (SR 200))

8,100 sq ft cleaned six (6) times per week

HOURS: Mon, Wed, Fri & Sat 10 AM – 6 PM; Tues & Thurs 10 AM – 8 PM; Sun Closed

Ocala Public Library – Headquarters

2720 E Silver Springs Blvd Ocala, FL 34470

57,750 sq ft cleaned 6 days a week

HOURS: Mon through Thurs 10 AM – 8 PM; Fri & Sat 10 AM – 6 PM

EXHIBIT B
LIBRARY FEE SCHEDULE

JULY 1, 2023 – APRIL 30, 2024

LOCATION	DAILY COST	MONTHLY COST	ANNUAL COST
Bellevue Public Library	\$79.54	\$1,630.59	\$19,567.08
Dunnellon Public Library	\$79.54	\$1,630.59	\$19,567.08
Forest Public Library	\$42.08	\$862.72	\$10,352.64
Ft. McCoy Public Library	\$112.64	\$844.83	\$10,137.96
Freedom Public Library	\$74.64	\$1,853.67	\$22,244.04
Ocala Headquarters Library	\$382.69	\$9,503.37	\$114,040.44

EXHIBIT C
FIRE RESCUE FEE SCHEDULE

JULY 1, 2023 – APRIL 30, 2024

LOCATION (3230 SE Maricamp Road)	DAILY COST	VISITS PER WEEK	ANNUAL COST
Fire Logistics Classroom (432 sf)	\$6.57	3	\$1,023.75
Fire Logistics Classroom (432 sf)	\$6.57	3	\$1,023.75
Fire Logistics Classroom (720 sf)	\$10.94	3	\$1,706.25