



AMENDMENT NO.: 4

Contract No.: 7611500-15-ACS
Contract Title: Custodial Services

This Amendment (“Amendment”), effective as of February 1, 2019 to the Custodial Services Contract No. 76111500-15-ACS (“Contract”), between the State of Florida, Department of Management Services (“Department”) and General Building Maintenance, Inc. (“Contractor”) are collectively referred to herein as the “Parties.” All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS the Department awarded the above referenced Contract to General Building Maintenance, Inc. for the provisions of Custodial Services; and

WHEREAS the Division of Real Estate Development and Management, Department of Management Services entered into Contract 12/13-040A for Custodial Services with General Building Maintenance for the provision of Custodial Services on 23 December 2014, and

WHEREAS section 4.3 of Contract 12/13-040A incorporated PUR 1000 by reference, and

WHEREAS the Division of State Purchasing, Department of Management Services adopted Contract 12/13-040A as an Alternate Contract Source on 9 Sep 2015 and assigned contract number 76111500-15-ACS, and

WHEREAS section 42 of the PUR 1000, incorporated into contract number 76111500-15-ACS, by section 5.1, thereto, provides for changes to the contract by mutual agreement.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following;

a) **Contract Amendment.**, Section 6.12 of the Contract is deleted in its entirety and the following is inserted in its place:

“6.12 Reporting, In addition to any reports required by the Authorized Contract, the contractor shall submit a quarterly report, in the required format electronically to the Department’s Contract Manager within ten 10 calendar days after close of the period. The Department reserves the right to require the Contractor to provide additional reports within 30 days written notice. Failure to provide the quarterly report or other reports requested by the Department may result in the imposition of financial consequences or the Contractor being found in default and may result in termination of the ACS Agreement. Initiation and submission of the quarterly report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive contract quarters, the Department may terminate the ACS Agreement.

No contract adjustments action will be considered for any contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation to include fees/ monies that is required under this Contract.”

Contract Amendment Section 6.14 of the contract is deleted in its entirety and	Description	Frequency	Financial Consequences Trigger for Non-Performance Per Day Late
Submission of complete and accurate Contract Quarterly Vendor Sales Report	Submit Quarterly Vendor Sales Report ten (10) calendar days after close of the reporting period	Each quarter	\$250
Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit Monthly Transaction Fee Report fifteen (15) calendar days after close of the reporting period	Each month	\$100

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within thirty (30) calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every month and quarter thereafter. See table below:

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida:
Department of Management Services

Contractor:
 General Building Maintenance, Inc.

By: _____
Name: Rosalyn Ingram
Title: Director of State Purchasing
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Contract Amendment Section 6.14 of the contract is deleted in its entirety and	Description	Frequency	Financial Consequences Trigger for Non-Performance Per Day Late
Submission of complete and accurate Contract Quarterly Vendor Sales Report	Submit Quarterly Vendor Sales Report ten (10) calendar days after close of the reporting period	Each quarter	\$250
Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit Monthly Transaction Fee Report fifteen (15) calendar days after close of the reporting period	Each month	\$100

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within thirty (30) calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every month and quarter thereafter. See table below:


II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.


III. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida:
Department of Management Services

Contractor:
General Building Maintenance, Inc.

By: 
Name: Rosalyn Ingram
Title: Director of State Purchasing
Date: 2/22/19

By: 
Name: Joe Woodson
Title: Senior Vice President
Date: February 22, 2019