

81720
 PY'18-19
 PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #1

THIS AMENDMENT #1, hereinafter referred to as the "AMENDMENT", entered into between **United States Security Services, Inc.**, hereinafter referred to as the "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Professional Services Agreement entered between the parties on **July 1, 2017**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2017 and expiring June 30, 2018 to provide uniformed, and unarmed security services.

Article I, Effective Term, is deleted in its entirety and replaced with the following language:

The term of this Agreement shall commence upon **July 1, 2017** and terminate at the close of business on **June 30, 2019**, irrespective of its date of execution.

Article 2, Statement of Work, is amended to include **Exhibit A-1, PY'18-19 Statement of Work**.

Article 3, Compensation, is deleted in its entirety and replaced with the following language:

The SFWIB agrees to compensate the Contractor for the costs associated with the provision of the services related to this Agreement and provided in accordance with **Exhibit A, Statement of Work** and **Exhibit A-1, PY'18-19 Statement of Work**. **Maximum payment for PY'17-18 shall not exceed \$207,626.16 dollars, and maximum payment for PY'18-19 shall not exceed \$207,626.16 in accordance with Exhibit B, Payment Provisions, and Exhibit B-1 PY'18-19 Payment Provisions**, attached hereto and incorporated herein by reference.

Article 4, Prior Agreements, is amended to include:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Exhibit	A-1	PY'18-19 Statement of Work
Exhibit	B-1	PY'18-19 Payment Provisions
Exhibit	C	Annual Certification

Article 16, Termination, is amended to include:

16.3 Termination Due to the Lack of Funds. In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The SFWIB shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

16.4 Termination for Cause. The SFWIB may terminate the Contract if the Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-

1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue to perform any work not terminated. The SFWIB's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Contract. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

- 16.5 Termination for Convenience. The SFWIB, by written notice to the Contractor, may terminate the Contract in whole or in part when the SFWIB determines in its sole discretion that it is in the SFWIB's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

Article 17, Breach of Agreement, is amended to include **Exhibit A-1, PY'18-19 Statement of Work**.

Article 30, Modifications, is renamed to **Article 30, Amendments** and deleted in its entirety and replaced with the following language:

Any alterations, variations, amendments, extensions or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly approved and signed by both Parties hereto.

Article 65, Annual Certification, is hereby added as follows:

On an annual basis, the Contractor shall sign the certification that all certifications and assurances on file with the original AGREEMENT are current and that the terms and conditions have not changed. The Contractor shall complete **Exhibit C, Annual Certification**, attached hereto and incorporated herein by reference.

Article 66, Copeland Anti-Kickback Act, is hereby added as follows:

The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances-Non-Construction Programs, Attachment 5**.

Article 67, Davis-Bacon Act, As Amended (40 U.S.C. 3141-3148), is hereby added as follows:

When required by federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances-Non-Construction Programs, Attachment**

5.

All provisions in the AGREEMENT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.


All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

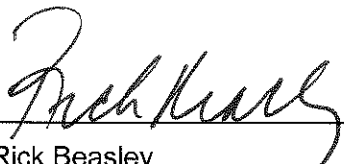
SIGNATORY FORM

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURE FOR: **United States Security Services, Inc.**
PROGRAM ENTITLED: **Uniformed and Unarmed Security Services**
INDEX CODE: **81720**
CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR: 17.278;
TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225;
RET 93.584, 93.566; VET DVOP 17.801; VET LVER
17.801; TAA 17.245; Wagner Peyser 17.207; Wagner
Peyser Incentives 17.207; Military Family Employment
Program 17.207; WIOA Incentives 17.258, 17.259,
17.278**

BY:  5/21/18
Richard A. Simon Date
President
United States Security Services, Inc.

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

RV BY:  5/22/18
Rick Beasley Date
Executive Director
South Florida Workforce Investment Board

**PY'18-19 PAYMENT PROVISIONS
 UNITED STATES SECURITY SERVICES, INC.
 UNIFORMED AND UNARMED SECURITY SERVICES**

The SFWIB shall pay the Contractor upon completion of uniformed and unarmed security services as set forth in Exhibit A-1, PY'18-19 Statement of Work.

I. COMPENSATION

The SFWIB shall pay the Contractor based upon a fixed hourly rate of **\$14.26** for a twelve (12) month period. Payments are not to exceed a total of **\$29,660.88** per center, for the seven (7) centers locations listed below:

CareerSource Center	12-Month Cost
Carol City	\$29,660.88
Homestead	\$29,660.88
North Miami Beach	\$29,660.88
Northside	\$29,660.88
Perrine	\$29,660.88
Opa Locka	\$29,660.88
Little Havana	\$29,660.88
TOTAL	\$207,626.16

These payments represent an all-inclusive fee. No other payments by the SFWIB to the Contractor for any materials of any kind whatsoever, including, but not limited to, charges or expenses for travel, uniforms, supplies, equipment, or equipment maintenance expenses, shall be made and the Contractor shall be solely responsible for any such goods or expenses, incurred by the Contractor.

II. INVOICES

- A. The Contractor shall submit timely monthly invoices to the SFWIB for services provided under this Agreement.
- B. The Contractor shall complete an **original** invoice itemizing services rendered, per Career Center, for each payment requested.
- C. The Contractor shall mail to the SFWIB the completed **original signed invoice** to the address set forth in **Article 19 (Notices) of the Agreement** and labeled: Attention: Finance Department.
- D. The SFWIB must receive the original signed invoice(s) not later than thirty (30) calendar days following the day that services were provided.
- E. Upon receipt of the invoice(s), after confirming the conditions set forth in **Exhibit A-1, PY'18-19 Statement of Work** are met, the SFWIB shall make payment(s) to **United States Security Services, Inc.**
- F. The parties agree that the processing of an original signed invoice submitted by the Contractor shall be completed within thirty (30) calendar days or less after receipt of the invoice by the SFWIB.
- G. If any portion of the invoice is disputed, the SFWIB shall pay the undisputed portion.
- H. The SFWIB, as a governmental entity, shall not be responsible for federal, state, and local taxes levied or assessed in connection with the performance of service by the Contractor under this Agreement.

**PY'18-19 STATEMENT OF WORK
UNITED STATES SECURITY SERVICES, INC.
UNIFORMED AND UNARMED SECURITY SERVICES**

I. Introduction:

The Contractor does hereby agree to provide uniformed and unarmed security services to the South Florida Workforce Investment Board ("SFWIB") aka CareerSource South Florida (CSSF) as described herein in compliance with the conditions herein stated.

II. Services to be rendered:

A. Services provided under this Agreement: (1) will be performed in a good workmanlike and professional manner; (2) shall conform to generally prevailing industry standards and practices; and (3) shall conform to the SFWIB's expressed requirements set forth herein, including but not limited to the following:

B. The Contractor shall provide the following services:

- Provide security services in order to protect the SFWIB's CareerSource center(s) for **one (1)** shift per day consisting of nine (9) hours per shift;
- Develop and implement an efficient admission process at each center location specified in **Section III**;
- Monitor all entrances and exits to ensure prevention of all unauthorized entry into facility;
- Monitor all employees' and visitors' entry and exit to the facility and provide an appropriate screening prior to entering building;
- Assist all visitors in all queries;
- Provide a constant presence and perform regular patrols (at a minimum every 3 hours) of the facility including, but not limited to, public areas, parking lots, break rooms and restrooms;
- Supervise all vehicular movement and activity within the parking lot of the facility;
- Supervise the site and identify any unsafe conditions and inform center director and authorities in case of any suspicious activity;
- Identify any security violation and immediately advise center director;
- In case of an emergency, and under the direction of the center director, assist with providing emergency services which include but are not limited to:
 - Evacuation of the center
 - Removal of a disruptive element (i.e. disgruntled employee or visitor);
- Manage and monitor all CSSF property and ensure prevention of any damages or unauthorized removal of property;
- Ensure staff:
 - Works in uniform(s) provided by United States Security Services, Inc.;
 - Maintains a professional demeanor at all times;
 - Develops and maintains professional relations with employees and visitors and ensures professional courtesy to everyone;
 - Refrains from making personal calls while on duty;
 - Guards the center(s) with reasonable skill and expertise; and
 - Are trained in handling security and emergency situations, and the SFWIB's policies and procedures for incident reporting.

III. Service Locations:

The services set forth herein shall be provided at the following SFWIB's CareerSource center locations:

Center	Address
Carol City	4888 NW 183 rd Street, Suite 201-206 Miami Gardens, Florida 33055
Homestead	28951 S. Dixie Highway Homestead, Florida 33033
North Miami Beach	801 NE 167 th Street North Miami Beach, Florida 33162
Northside	7900 NW 27 th Avenue, Suite 200 Miami, Florida 33147
Perrine	18901 SW 106 th Avenue, Suite 218 Miami, Florida 33157
Opa Locka	780 Fisherman Street, Suite 110 Opa Locka, Florida 33054
Little Havana	5040 NW 7 th Street, Suite 200 Miami, Florida 33126

IV. Hours of Operation:

Monday through Friday from 8:00 a.m. to 5:00 p.m. excluding federal holidays. For the purposes of this contract, a standard operating day has the equivalent of nine (9) hours.

V. Definitions:

What is an Emergency? An emergency is any unplanned event that can: (1) cause death or significant injuries to employees, customers or the public; or (2) shut down or disrupt operations, cause physical or environmental damage or threaten the facility's financial standing or public image.

How to determine an Emergency: An emergency is when immediate law enforcement, fire department or paramedic assistance is necessary to protect life or property. Before you dial 911, you must first make a determination if an emergency is occurring or if it is a non-emergency situation.

The use of 911 is for emergency use only. If you think or feel that there is an emergency, but are not sure, assume it is an emergency and dial 911.

ANNUAL CERTIFICATION

Richard Simon, President, on behalf of United States Security Services, Inc., certifies and assures that all certifications and assurances on file with the Agreement are current. This certification is incorporated and made a part of the Agreement Index Code #81720.

By: [Signature] May 21 2018
Signature of Affiant Date

Printed Name of Affiant and Title

United States Security Services, Inc.

Printed Name of Firm

1550 S. Indiana Avenue, Chicago, IL 60605

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 21ST day of May, 2018

He/She is personally known to me or has presented _____ as identification.

Type of identification

[Signature]
Signature of Notary

760368
Serial Number

Veronica K. McCarthy
Print or Stamp Name of Notary

12/28/2019
Expiration Date

Notary Public – State of ILLINOIS

