

82378
PY'23-24
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #1

THIS AMENDMENT #1, hereinafter referred to as the "AMENDMENT", entered into between **Imperial Cleaning Corporation**, 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 **September 1, 2022**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated September 1, 2022 and expiring June 30, 2024 Sign Language Interpreting Services.

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

This Agreement shall commence upon **September 1, 2022**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2024**, unless earlier terminated as provided below.

The SFWIB may, in the SFWIB's sole discretion, renew this Agreement for up to one (1) additional one (1) year period contingent upon satisfactory performance and availability of funding to the SFWIB and upon such terms and conditions as both Parties agree to in writing.

Article 2, Statement of Work, is deleted in its entirety and replaced with the following language:

The Contractor shall perform all of the work set forth in **Exhibit A, Statement of Work and Exhibit A-1, PY'23-24 Statement of Work**, attached hereto and incorporated herein. No changes in the Statement of Work shall be made unless such changes are mutually agreed upon by the Parties in writing.

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'22-23 Statement of Work**. Maximum payment for PY'22-23 shall not exceed **\$118,030.00** and maximum payment for PY'23-24 shall not exceed **\$115,051.75** in accordance with **Exhibit B, Payment Provisions** and **Exhibit B-1, PY'23-24'** 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'23-24 Statement of Work
Exhibit	B-1	PY'23-24 Payment Provisions

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.

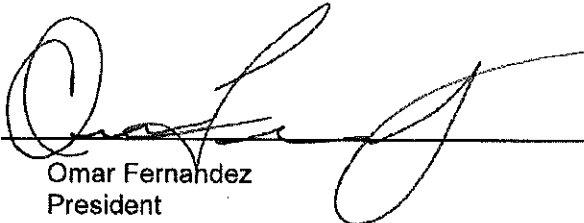
All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURE FOR: **Imperial Cleaning Corporation**
PROGRAM ENTITLED: **Janitorial and Maintenance Services**
INDEX CODE: **82378**
CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR:17.278;
TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; 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:  _____ 9/15/2023
Omar Fernandez
President
Imperial Cleaning Corporation
Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  _____ 9/23/23
Rick Beasley
Executive Director
South Florida Workforce Investment Board
Date

**STATEMENT OF WORK
IMPERIAL CLEANING
JANITORIAL AND MAINTENANCE SERVICES**

I. Introduction

The Contractor does hereby agree to provide janitorial and maintenance services to the South Florida Workforce Investment Board ("SFWIB") dba CareerSource South Florida as described herein in compliance with the conditions herein stated.

II. Services to be rendered:

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:

A. The Contractor's Employee's shall be equipped with the necessary equipment to carry out the proper performance of the cleaning as specified. This includes but is not limited to:

- Staff Uniforms
- Cleaning cart/caddy
- Mops and Pads
- Brooms
- Plastic buckets
- Gloves
- Dust pans
- Paper towel and toilet paper refills
- Liquid Soap (refillable)
- Toilet bowl cleaners
- Cleaning solution
- Disposable Cleaning Cloths
- Window cleaning equipment
- Trash can liners
- Air Fresheners (optional)

B. Power Equipment

- Carpet cleaning system
- Floor machines
- Vacuums

C. The Contractor shall refresh the restrooms, re-supply and address any unforeseen occurrences that may have taken place (Mid-Day service).

III. Reporting Requirements

A. The Contractor must provide a monthly log of all services performed at the center and send via e-mail to facilities@careersourcesfl.com.

Exhibit A-1

- B.** Monthly reports shall be prepared, signed, and dated by the Contractor's Supervisor for the facility and contain the following information as a minimum:
 - (1) Checklist of all tasks performed for each facility and the signature of the employee who performed them.
 - (2) Discrepancies from the routine work scheduled and an explanation of the circumstances involved.
 - (3) Any damage or defect of center property (regardless of who is responsible) should be documented on reports with sufficient description and identified location for follow-up by the SFWIB.
- C.** Failure to provide the report on a monthly basis with the requested information to the SFWIB will result in the SFWIB withholding payment from the monthly contractor amount for the days of work in question.
- D.** In addition, all tasks shall be clearly listed on the monthly report. The SFWIB will verify the information presented on the invoice with the monthly report. If a task is not listed on the monthly report, the Contractor will not be paid for the service. If the Contractor fails to provide reports in a timely manner, this shall be sufficient cause to immediately terminate the contract.
- E.** All monthly reports shall be delivered to the SFWIB for payment of the invoiced work.
- F.** Monthly reports and forms are the responsibility of the Contractor.

IV. 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, Suites 201-206, Miami Gardens, FL 33055
Hialeah Downtown	240 E 1 st Avenue, Suites 222, Hialeah, FL 33010
Perrine	18901 SW 106 TH Avenue Suite #218 Miami, FL 33157

Inclusive of all public areas, restrooms, general office areas, employee lounge, conference rooms and meeting rooms, if applicable.

V. Hours of Operation:

A. Daily Service (Night)

- Five (5) days per week, Monday - Friday
- Hours for cleaning: After 5:00 p.m. each day

B. Mid-Day Service

- Five (5) days per week, Monday - Friday
- Hours for Cleaning: Between the hours of 11:00 a.m. - 1:00 p.m.

**PAYMENT PROVISIONS
IMPERIAL CLEANING
JANITORIAL AND MAINTENANCE SERVICES**

The SFWIB shall pay the Contractor upon completion of janitorial and maintenance services as set forth in **Exhibit A-1 – Statement of Work.**

I. COMPENSATION

The SFWIB shall pay the Contractor based upon the previous rate from PY 2022-2023 for the months of July and August, and a fixed monthly rate for the ten (10) month period of September 1, 2023 through June 30, 2024. Payments are not to exceed the total per center, for the three (3) centers listed below:

CareerSource Center	July & August 2023 Cost	Sep. 2023 – June 2024 Month Cost
Carol City	\$5,190.00	\$27,636.75
Hialeah Downtown	\$6,050.00	\$32,216.25
Perrine	\$6,950.00	\$37,008.75
Sub-Total	\$18,190.00	\$96,861.75
12 month Total	\$115,051.75	

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.

Payable on submission of all monthly invoices starting July 1, 2023 through August 31, 2023. The costs are itemized as follows:

Carol City CareerSource center	Monthly Cost	Total 2 month Cost
Janitorial and Maintenance – Mid Day	\$1,050.00	\$2,100.00
Janitorial and Maintenance – Daily (Night) plus supplies	\$1,545.00	\$3,090.00
Total	\$2,595.00	\$5,190.00

Hialeah Downtown CareerSource center	Monthly Cost	Total 2 month Cost
Janitorial and Maintenance – Mid Day	\$1,050.00	\$2,100.00
Janitorial and Maintenance – Daily (Night) plus supplies	\$1,975.00	\$3,950.00
Total	\$3,025.00	\$6,050.00

Perrine CareerSource center	Monthly Cost	Total 2 month Cost
Janitorial and Maintenance – Mid Day	\$1,050.00	\$2,100.00
Janitorial and Maintenance – Daily (Night) plus supplies	\$2,425.00	\$4,850.00
Total	\$3,475.00	\$6,950.00

Exhibit B-1

Payable on submission of all monthly invoices starting September 1, 2023 through June 30, 2024. The costs are itemized as follows:

Carol City CareerSource center	Monthly Cost	Total 10 month Cost
Janitorial and Maintenance – Mid Day	\$1,118.25	\$11,182.50
Janitorial and Maintenance – Daily (Night) plus supplies	\$1,645.43	\$16,454.30
Total	\$2,763.68	\$27,636.80

Hialeah Downtown CareerSource center	Monthly Cost	Total 10 month Cost
Janitorial and Maintenance – Mid Day	\$1,118.25	\$11,182.50
Janitorial and Maintenance – Daily (Night) plus supplies	\$2,103.38	\$21,033.80
Total	\$3,221.63	\$32,216.30

Perrine CareerSource center	Monthly Cost	Total 10 month Cost
Janitorial and Maintenance – Mid Day	\$1,118.25	\$11,182.50
Janitorial and Maintenance – Daily (Night) plus supplies	\$2,582.63	\$25,826.30
Total	\$3,700.88	\$37,008.80

II. INVOICES

- A. The Contractor shall submit monthly timely 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 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, Statement of Work** are met, the SFWIB shall make payment(s) to **Imperial Cleaning**.
- 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.