

FUNDING SOURCES: WIA/WIOA 17.258, 17.259, 17.278; Wagner-Peyser Act 17.207; DVOP 17.801; LVER 17.801; Unemployment Insurance 17.225; TAA 17.245; Temporary Assistance for Needy Families (TANF) 93.558; Supplemental Nutrition Assistance Program (SNAP) 10.561; WIA/WIOA State Level 17.999

THIS CONTRACT is entered into between <u>Workforce Development Board of the Treasure Coast d/b/a CareerSource</u> <u>Research Coast</u>, hereinafter referred to as the "BOARD" and <u>Stockton Maintenance Group (SMG)</u>, hereinafter referred to as the "CONTRACTOR" for maintenance and cleaning services, as defined in the following Statement of Work for the period from July 1, 2020 through June 30, 2021.

This AGREEMENT will be in effect from July 1, 2017 through June 30, 2022, provided the CONTRACTOR meets the BOARD's performance expectations. Performance will be reviewed annually during the term of this AGREEMENT, and the CONTRACT may be renewed annually through June 30, 2022, if approved by the BOARD.

STATEMENT OF WORK

INTRODUCTION:

The CONTRACTOR will provide maintenance and cleaning services to the BOARD.

THE CONTRACTOR AGREES TO:

1. The CONTRACTOR agrees to provide maintenance and cleaning services for the BOARD as defined below beginning July 1, 2020 and ending June 30, 2021. The contract will provide services to the locations listed below:

A bound ledger will be setup by the subcontractor at each site for staff of the contracted provider, the Career Center staff and BOARD staff to correspond all concerns. This ledger will be filled out when necessary and immediately addressed. The ledger will be monitored daily by the manager at each site and the CONTRACTOR.

If keys and/or security access cards to any of the offices are lost, the BOARD must be notified immediately and responsibility for having the locks changed is the CONTRACTOR's.

The CONTRACTOR will provide a list of the names of employees who will be doing the cleaning and maintenance of each site. If there is a change in staff, the manager of the site along with the Facilities Manager of the BOARD must be notified.

If Alarms are set off, the CONTRACTOR is to notify the Operations Manager of the site immediately and is responsible for any charges incurred.

Quarterly, the Operations Manager of each site will complete an evaluation of services and copies will be provided to the CONTRACTOR. See Attachment – Quarterly Evaluation of the Contractor 2017-2022.

The Board/Career Centers will provide on-site storage for cleaning supplies. Locations to be cleaned: NOTE: Monthly cost per location are shown in the tables below.

| Martin County - \$580.00 | St. Lucie County - \$1,925.60 | Indian River County - \$783.00 |
|---------------------------------|---|--|
| 1-866-482-4473 Ext 104 | 1-866-482-4473 Ext.518 | 1-866-482-4473 Ext 202 |
| Joe Azevedo, Operations Manager | TBD, Operations Manager | Jennifer Sideregts, Operations Manager |
| 710 SE Central Parkway | 584 NW University Blvd., #300 & #400 | 1880 82 nd Avenue, Suite 101, 102 & 103 |
| Stuart, FL 34994 | Port St. Lucie, FL 34986 | Vero Beach, FL 32966 |
| Sq. ft. 4,000 | Sq. ft.11,880 & 1,400 = 13,280 | Sq. ft. 1,800 @ 3 = 5,400 |
| | Garden City location - \$250 | |
| | Eleanor Eberhart-Chin, Operations Manager | |
| | 2102 Avenue Q, Ft. Pierce | |
| | Room 14, 15, 16, 17 & 18 | |
| | 5 rooms @ 2x a week for \$50 a month | |



| Mobile Units | Workforce Board Admin - \$1,189.15 |
|---|------------------------------------|
| Cleaned as needed at \$125 per unit | 1-866-482-4473 Ext422. |
| give at least one week notice that it needs to be | Caren Belowch, Facilities Mgr. |
| cleaned to contractor representative Jim | 584 NW University Blvd., #100 #200 |
| Wagner, Director of Business Development | Port St. Lucie, FL 34986 |
| | Sq. ft. 6,686 & 1,515 = 8,201 |
| | |
| | |

These sites are subject to change and this agreement may be modified, with the consent of both parties, to reflect any changes.

2. The CONTRACTOR agrees to render the maintenance and cleaning services, hereinafter known as Scope of Work, as set forth below. The timing of the procedures may be changed through verbal agreement of CONTRACTOR and the BOARD. The BOARD reserves the right to modify the Scope of the Work as deemed necessary with proper advance notice. No formal modification to the AGREEMENT to incorporate changes in the procedures shall be necessary.

General maintenance:

- Lighting repairs and maintenance (i.e. changing bulbs, installing ballasts).
- Minor plumbing repairs and maintenance (toilet tank consumables).
- Cleaning and general maintenance.
- Minor facility repairs (i.e. install/repair door knobs, air conditioner filters replaced).
- General and preventative maintenance, as required.
- Supplying all maintenance supplies and equipment (i.e. a/c filters, light bulbs, etc.).
- Other assistance as requested by the BOARD.

Cleaning services will include the following:

- A. DAILY:
 - 1. Empty wastebaskets and kitchen garbage cans. Bag trash and put into dumpster.
 - 2. Clean and disinfect all sinks and toilet bowls.
 - 3. Refill soap, toilet tissue, paper towels, and paper towel dispensers (these supplies furnished by the BOARD).
 - 4. Vacuum high traffic areas.
 - 5. Mop vinyl floors, where high traffic areas are.
- B. WEEKLY:
 - 1. Vacuum all carpeted floors.
 - 2. Clean and mop all vinyl floors.
 - 3. Dust furniture and equipment (polish, wipe down shelves, desks, etc.).
 - 4. Wash glass front doors inside and out including individual office door windows.
 - 5. Wash doorjambs, door frames, woodwork and light switches to remove fingerprints.
 - 6. Clean kitchen or break area thoroughly, scrub sink, and wash tables.
 - 7. Polish Board & Executive Conference room tables in the Administration office. Polish and clean resource room/workshop room/conference room tables in the Centers.
- C. <u>ONLY AS NEEDED MOBILE UNITS</u> 2 units cleaned 2x each month with schedules to be determined by respective Operations Managers and between the hours of 9 a.m. and 4 p.m.
 - 1. Dust all cabinets.
 - 2. Dust computers and plasma screens.
 - 3. Polish/Wash all countertops.
 - 4. Wash floors thoroughly.
 - 5. Vacuum where carpeted.
 - 6. Clean inside windows.
 - 7. Remove A/C filters, wash and replace. Clean grilles.



- D. MONTHLY:
 - 1. Wash all windows inside and outside including cleaning of windowsills.
 - 2. Wash/dust walls, baseboards, windowsills, ceilings fans, light fixtures, light switches, electrical plates, and verticals/blinds.
 - Vacuum/clean air duct and grilles and replace filters. Do not replace filters at the St. Lucie County Career Center (Suite 300 & 400) and BOARD Administrative Office (Suite 100 & 200) located in University Park, St. Lucie West facility.
 - 4. Polish wood furniture and clean metal furniture and file cabinets.
- E. <u>BI-ANNUALLY:</u>
 - 1. Full carpet shampooing.
 - 2. Strip, wash, wax and buff all floors.
 - 3. Thorough cleaning of all bathrooms (walls, fixtures and floors).
- F. <u>ANNUALLY</u>
 - 1. Offices that have partitions cleaned thoroughly. All chairs (fabric, vinyl, and plastic) cleaned thoroughly.

NOTE: All BOARD/Career Centers are closed on all major holidays.

- 3. The CONTRACTOR agrees to supply all cleaning supplies. The BOARD and Career Centers will provide on-site storage for these supplies at no charge.
- 4. The CONTRACTOR agrees to possess all necessary permits and licenses, and pay any fees and taxes required to comply with local ordinances, state and federal laws, rules, and regulations applicable to cleaning and maintenance services. A copy of these documents must be supplied to the BOARD.
- 5. The CONTRACTOR will provide proof of theft, damage and liability insurance and bonding of the company and its employees with the contract and maintain said insurance and bonding during the contract period. A copy of the policies must be supplied to the BOARD.
- 6. The CONTRACTOR agrees to operate as an independent contractor and will be responsible for his/her staff. The BOARD assumes no employer/employee relationship with the CONTRACTOR, or anyone employed by the CONTRACTOR. The CONTRACTOR must carry Workers' Compensation on all employees.
- 7. The CONTRACTOR agrees to access the buildings between 5:30 p.m. and 7:00 a.m. weekdays, and anytime on Saturday and Sunday. Operating hours vary by Career Center; thus, some adjustments may need to be made. The BOARD will provide the keys/security access cards to each of the facilities at no charge.
- 8. The CONTRACTOR agrees to notify, and receive permission from the BOARD, on any intentions to subcontract with another party for all or part of the above services described in the Scope of Work.
- 9. The CONTRACTOR agrees to provide an original invoice, signed by an authorized CONTRACTOR official, by the 10th of each month. The BOARD will process the invoices received by the CONTRACTOR for services rendered within 30 days of the invoice date. Additionally, any special projects requested by the BOARD beyond the scope of this agreement, will be invoiced at the rates agreed upon by the CONTRACTOR and the BOARD.

Invoices must be allowable and allocable costs incurred during the term of this Agreement. Total cost for this agreement including the mobile units shall not exceed \$66,920.96 annually based on existing specifications and requirements. The BOARD will notify the CONTRACTOR when existing facilities are to be moved or altered. As modifications are made by the BOARD, the CONTRACTOR will supply an amended fee that will become effective after successful negotiations and upon approval from the BOARD. The current square footage charge per month is \$.159 per square foot.



- 10. Doug Riordan, President, or Jim Wagner, Director of Business Development, will be the BOARD's primary contact with the CONTRACTOR. They can be reached at 561-684-8922; fax: 561-684-9793; email <u>driordan@stocktonmaintenance.com</u> or jwagner@stocktonmaintenance.com. In the event of personnel changes, the CONTRACTOR shall notify the BOARD in writing immediately.
- 11. The CONTRACTOR's point of contact with the BOARD will be Caren Belowch, Facilities Manager. She can be reached at 1-866-482-4473 Ext. 422 or <u>cbelowch@careersourcerc.com</u>. Contacts with each center should be established, preferably the Operations Manager, and the CONTRACTOR will work with this individual to ensure adequate service.
- 12. The CONTRACTOR understands this is a performance-based contract. At any time the CONTRACTOR'S performance falls below acceptable standards and corrective actions are ineffective, this AGREEMENT may be terminated. Additionally, funds obligated under this AGREEMENT may be de-obligated and no longer available, owed, or due to the CONTRACTOR should the CONTRACTOR fail to meet the terms of this AGREEMENT or the BOARD does not receive sufficient funding to meet its obligations under this AGREEMENT.

| Location | Square Feet | Monthly Charge | Location | Square Feet | Monthly Charge |
|-----------------------|----------------|-------------------|--|-----------------------|--|
| Indian River County | 5,400 | \$858.60 | St. Lucie County 300 | 11,880 | \$1,888.92 |
| Workforce Board Admin | 6,686 | \$1,063.07 | St. Lucie County 400 | 1,400 | \$222.60 |
| Martin County | 4,000 | \$636.00 | Business Service Ctr, 584 Bldg. #200 | 1,515 | \$240.89 |
| | | | Total Square Footage | 30,881 @ .159 plus | \$4,910.08 |
| | | | Monthly Site Fees 2 x weekly | Garden City | \$250.00 |
| | | | Total Monthly Bill | | <u>]]</u> \$5,160.08 |
| | | | Year Total | | \$60,920.96 |
| | | | Annual Services | | \$2,500.00 |
| | | | Bi-Annual Services (\$1,750 each time) | | \$3,500.00 |
| | | | Total Yearly Contract | | \$66,920.96 |
| | | | Mobile units will be cleaned as needed and charged at that time \$125 per unit | | Mobile unit ONLY AS NEEDED \$125 each |
| | | | | | |

Total billable charges for the last two fiscal years (2020-2022) are:

NOTE: An amendment to the contract will be prepared and submitted to the CONTRACTOR prior to June 1, 2020 for the remaining two years effective from July 1, 2020 - June 30, 2022, renewed annually to reflect a square footage maximum charge of \$.159 sq. ft.

DELIVERY SCHEDULE:

The CONTRACTOR will provide the above services between July 1, 2020 and June 30, 2021 or until one or both parties chooses to terminate this contract with at least 60 days written notice to the other party.

COMPENSATION:

The CONTRACTOR will submit invoices for fees to the BOARD's Finance Department, 584 NW University Boulevard, Suite 100, Port St. Lucie, FL 34986, on a monthly basis. The date for the final invoice will be due no later than 30 days following the termination of this contract. The CONTRACTOR will provide original invoices on official stationery, signed by a



representative designated by Management of Stockton Maintenance Group, to certify the invoices on the CONTRACTOR's behalf. The BOARD will process the invoice and issue payment for services rendered within 30 days of receipt of the invoice. The invoices will need to include proper documentation consisting of the following:

The invoice for services must be for allowable and allocable costs incurred during the term of this contract according to the Statement of Work. Total billable costs, combining all invoices submitted by the CONTRACTOR under this contract, shall not exceed a total annual price of \$66,920.96, unless the BOARD amends the contract.

CONFLICT OF INTEREST:

The CONTRACTOR must declare conflicts of interest, if any arise, between the CONTRACTOR's services to the BOARD and those services that the CONTRACTOR may provide to others. The CONTRACTOR has an ethical responsibility, apart and separate from any contractual duties, to disclose such conflicts.

CONFIDENTIALITY:

The CONTRACTOR will keep information related to all BOARD issues in strict confidence. Other than written reports submitted to the BOARD, the CONTRACTOR will not publish, reproduce or otherwise divulge information, in whole or part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information to those employees on staff, the BOARD's staff, or state and federal authorities who must have the information on a "need to know" basis.

The CONTRACTOR will maintain workers' compensation insurance for their staff, a copy of which must be supplied to the BOARD within 10 days of the execution of this contract, or provide the BOARD with a letter stating why insurance will not, or cannot, be obtained.

CERTIFICATIONS:

The CONTRACTOR, upon signing this contract, will complete the attached certifications and abide by the terms contained therein.

RIGHT OF RENEWAL

The CONTRACTOR and the BOARD may mutually agree to continue this contract as long as funding is available and there is sufficient work to warrant continuation.

RIGHT OF DEOBLIGATION OR TERMINATION:

Funds obligated under this contract may be de-obligated and no longer available, owing, or due, should the CONTRACTOR fail to meet the terms of this contract. The BOARD reserves the right to terminate, in writing, this contract should the BOARD not receive funding sufficient to pay the CONTRACTOR. Services rendered prior to the date of termination will be paid.

Parties to this CONTRACT may terminate the CONTRACT with 60 days written notice delivered in person to the other parties.

PRIMARY CONTACTS:

BOARD:

Facilities Manager

Caren Belowch

<u>(772) 335-3030 x. 422</u>

cbelowch@careersourcerc.com

| CONTRACTOR: | Stockton Maintenance Group, Inc |
|---------------|---------------------------------|
| TITLE: | Director of Business Developmen |
| PHONE NUMBER: | 5616848922 |
| EMAIL: | jwagner@stocktonmaintenance.co |
| | |



STOCKTON MAINTENANCE GROUP (SMG) VENDOR CONTRACT ORIGINAL APPROVAL DATE: 05/31/2017 CONTRACT BEGIN DATE: 7/1/2020 CONTRACT END DATE: 6/30/2021

SIGNATURES AND ATTESTATIONS

IN WITNESS THEREOF, the parties hereto have caused this CONTRACT to be executed by their undersigned officials as duly authorized.

CAREERSOURCE RESEARCH COAST

STOCKTON MAINTENANCE GROUP

Name: Brian K. Bauer

Title: President/CEO

Signature: Brian Baner Date : 81CEF8645630 G/ 18/2020 | 9:37 AM EDT

| Name: | Douglas Riordan | |
|---------------|-----------------------------------|--|
| T '(1) | President | |
| Title: | DocuSigned by: | |
| Signature: | Douglas Kiordan | |
| Date: | 6/18/2020 10:28,42 Meg BPT 9446 | |



ATTACHMENT TO CLEANING MAINTENANCE VENDOR CONTRACT

This attachment is part of the Cleaning Maintenance Vendor Contract by and between The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast and Stockton Maintenance Group (Contractor) for cleaning and maintenance services described in the Vendor Contract attached hereto. In consideration of the mutual covenant and stipulations set forth in the contract and Attachment herein, the parties hereby agree as follows:

1. COMPLIANCE WITH POLICIES AND LAWS

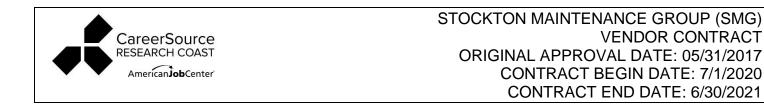
The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the provisions of the Workforce Investment Act of 1998, the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200. Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

Contractor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

- As a condition of funding from Client under Title I of the WIA, Contractor assures that it will comply fully with the following: a. Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- b. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- c. Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- d. The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- e. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- f. Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIA Title I financially assisted program or activity.
- g. The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- h. Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- i. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program



or activity, and to all agreements Contractor makes to carry out the WIA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

VENDOR CONTRACT

CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL 4. STANDARDS, SOLID WASTE

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seg.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violation of the above to the contract manager. Energy Efficiency: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq .); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq .); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

CERTIFICATION REGARDING LOBBYING AND INTEGRITY 5.

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is in excess of \$100,000, Contractor must, prior to contract execution, complete the Certification Regarding Lobbying Form. XX See Appendix A to 29 CFR Part 95 and Appendix A to 45 CFR Part 74 13.

6. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding Client customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by Client for purposes related to the performance or evaluation of the Agreement may be divulged to Client or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the Client. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.



8. MONITORING

At any time and as often as Client, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by Client. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from Client.

9. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

10. PUBLIC ENTITY CRIMES

Vendor shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.Ot7, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

11. THE PRO-CHILDREN ACT

Vendor agrees to comply with the Pro-Children Act of 1994,20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

12. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

- a. Either party may request termination of modified agreement upon 30 days prior written notice to the other party.
- b. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
- c. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
 - i. Vendor fails to provide any of the services it has contracted to provide; or
 - ii. Vendor fails to comply with the provisions of this modified agreement; or
 - iii. Such termination is in the best interest of the BOARD.
- d. Written notification of termination must be by registered mail, return receipt requested.

If Vendor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.



In the event this modified agreement is terminated for cause, Vendor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Vendor, including court costs and attorney fees, when cause is attributable to the Vendor.

In instances where Vendors/sub grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

| Contractor Name: Stockton Maintenance Group | Contractor Name: | Stockton | Maintenance | Group |
|---|------------------|----------|-------------|-------|
|---|------------------|----------|-------------|-------|

| Authorized Representative Name & Title: | Douglas Riordan | pres | |
|---|-----------------|-------|---------------------|
| Authorized Signature: | r | Date: | 2020 10:28 AM PDT |



Special Note: Any additional comments please complete comments section on page 2. Not Checking (\Box) a box defines **DISSATISFACTION** with the service received and must accompany a comment.

QUARTERLY EVALUATION OF THE CONTRACTOR

(Dates updated each quarter)

Date Completed:

Site:

Name of Evaluator(s):

Daily Duties - (Check box if all is ok - if not ok complete the comment section)

- □ Empty wastebaskets & kitchen garbage cans. Bag trash and put into dumpster.
- Clean & disinfect sinks and toilets.
- □ Refill soap, toilet tissue, paper towels.
- □ Vacuum high traffic areas as needed.
- □ Mop vinyl as needed.

Comments: _____

Weekly Duties - (Check box if all is ok - if not ok complete the comment section)

| Physical Offices (Note: Garden City 2x weekly) | Mobile Units – only as needed (per unit) |
|---|---|
| vacuum all carpeting thoroughly | dust cabinets, computers & plasma screens |
| clean and mop vinyl floors | wash/clean counter tops |
| dust furniture and equipment | mop floors |
| wash glass doors inside and out | vacuum carpeted area |
| wash doorjambs, woodwork and light switches to | clean inside mobile unit windows |
| remove fingerprints | wash & replace A/C filters and clean grille |
| clean kitchen and break area thoroughly, scrub sink & | |
| wash tables | |
| wash/clean board room, resource room and | |
| conference room tables | |
| | |

Comments:

Monthly Duties - (Check box if all is ok - if not ok complete the comment section)

- □ Wash all windows in and out including windowsills.
- U Wash/dust walls, baseboards, ceiling fans, light fixtures, light switches, electrical plates and verticals/blinds.
- □ Vacuum/clean air duct filters, replace/clean filters and clean grilles. (filter exception University Park facility SLW)
- Clean wood furniture and clean metal furniture and file cabinets.

Comments: _____



Bi-Annual / Annual Duties - (Check box if all is ok - if not ok complete the comment section)

- □ full carpet shampooing (bi-annually)
- □ full cleaning of vinyl/tile flooring (stripping/re-waxing) (bi-annually)
- □ if contractor is using washable a/c filters they must be replaced with new filters -2 times per year minimum (biannually)
- □ thoroughly clean all bathrooms (walls, fixtures & floors) (bi-annually)
- □ clean partitions & all chairs (fabric, vinyl, plastic) (annually)

Comments:

ANY ADDITIONAL COMMENTS (POSITIVE OR NEGATIVE) PLEASE COMPLETE BELOW:

If you have any questions regarding this review, please contact Caren Belowch, Facilities Manager @ 772-335-3030 Ext. 422 or cbelowch@careersourcerc.com.