



Tallahassee Cleaning Solutions
Janitorial Services (Live Oak) Contract
July 2024

Overview

The contractor, Tallahassee Cleaning Solutions, will provide Janitorial services to CareerSource North Florida which ensures the organization (CSNF) is able to conduct all required and needed processes to provide the best possible work and customer service experience. CSNF views the contractor as a partner in operations and will therefore work closely with the provider to create a safe, robust, and efficient model of service delivery.

The initial contract period is from July 1, 2024, through June 30, 2025. Additionally, this contract may be renewed at one-year intervals for up to 4 years—through June 30, 2029. Annual extensions will become incorporated into the original contract with any significant changes clearly stated.

Statement of Work

A. LOCATION(S) and FREQUENCY

Madison (6,000 sq ft)
705 E Base Street
Madison, FL 32340

- 2 times per week
- Tuesday evenings and after Friday closure

Perry (1,200 sq ft)
3233 S Byron Butler Parkway, Building F
Perry, FL 32348

- 1 time per week
- After Friday closure

B. WORK TO BE PERFORMED

- Each Visit
 - Empty all trash containers and replace liners. Set garbage out for disposal.
 - Vacuum all carpets, including rugs.
 - Sweep all hard flooring.
 - Clean, disinfect, and restock all bathrooms.
 - Wipe kitchen/break surfaces and appliances clean.
 - Sweep around entry doors outside.
- Weekly (or included in 'Each Visit' if only once per week service)
 - Maintain all PVT and tile floors, mopping once weekly.
 - Spot clean doors, walls, etc., paying close attention to scuff marks.
 - Clean/dust furniture and surface areas (desks, chairs, computer stations, etc.).
 - Clean glass doors and window interiors.
 - Clean computer areas, including keyboards.
 - Clean/dust windowsill areas in all offices and chair rail in Administrative Office.
- Monthly
 - Clean outside windows.
 - Check for and remove existing cobwebs.

C. Equipment, Tools, and Supplies

CSNF will provide:

Non-chemical, consumable supplies like garbage bags, liners, paper towels
Space to store equipment, tools, and supplies
Building access

Proposer will provide:

Vacuum, broom, mop, bucket, etc.
Chemical/cleaning supplies
Neat storage area

Budget

Madison Location: \$750/month (annual \$9,000)
Perry Location: \$400/month (annual \$4,800)

Appendices

Terms and Conditions

This agreement by and between Tallahassee Cleaning Solutions and CareerSource North Florida sets forth the terms and conditions under which Tallahassee Cleaning Solutions shall provide certain professional services.

1. Scope of Services - All services to be provided hereunder shall be as authorized and defined in the attached Statement of Work, which shall be executed by the parties and which shall constitute a part of these Terms and Conditions. The Statement of Work and this appendix shall be construed as being consistent; however, in the event such construction is unreasonable, the provisions of the Statement of Work shall control.

2. Payment - The applicable rates, charges, and invoicing information for each task authorized shall be as specified in the attached Statement of Work. Any and all travel charges and out-of-pocket expenses incurred by Tallahassee Cleaning Solutions or CareerSource North Florida and any taxes applicable to this agreement shall be borne by CareerSource North Florida.

3. Confidentiality of Data - Both parties acknowledge that in connection with the performance of its duties hereunder it may be provided with or have access to written information and data which is proprietary to the other and which is so marked as proprietary. Both parties agree to keep confidential all such information and data and shall not disclose same either in whole or in part to any third party without the others written consent.

Both parties agree that without the other's prior written consent, it will not copy or reproduce any information or data or sell, assign, disclose, disseminate, give or transfer any such information or data or any portion thereof to any third party, at any time whether before or after termination of this agreement. Both parties further agree that upon termination of this agreement or completion of any task assigned hereunder, it will return all applicable information, data, related notes, and work papers belonging to the other.

4. Tallahassee Cleaning Solutions Representations

A. Tallahassee Cleaning Solutions represents that it shall at times exert its best efforts to diligently perform its assigned duties under this agreement.

B. Tallahassee Cleaning Solutions warrants that all services under this Agreement shall be performed in a professional and workmanlike manner.

C. Tallahassee Cleaning Solutions further represents that all programs, documentation, reports, design or other items prepared by Tallahassee Cleaning Solutions (termed "Developed Items") under this agreement shall be the property of Tallahassee Cleaning Solutions and the original work product of Tallahassee Cleaning Solutions, and Tallahassee Cleaning Solutions shall defend and hold CareerSource North Florida harmless from and against any claim brought against CareerSource North Florida, that any Developed Items infringe a United States patent or Copyright, or the trade secret or other proprietary right of a third parties. The parties agree that Developed Items do not constitute "work made for hire" as that term is defined under Section 101 of the Copyright Act.

D. Except as provided above, Tallahassee Cleaning Solutions MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Terms and Termination - The term of this agreement is twelve (12) months from the date of signing. At the end of the initial term, and each anniversary of the initial term, the agreement will automatically renew for a successive twelve (12) month period. This agreement may be terminated in the following manner:

A. Each phase of this agreement as outlined in the attached Statement of Work shall terminate upon completion and signed acknowledgment of Acceptance of each phase.

B. Each party may terminate this agreement prior to the commencement of any work outlined in the Statement of Work.

C. By either party upon the default of the other party to perform its responsibilities hereunder, providing that written notice of such default has been given, and providing that such default has not been corrected within the thirty (30) days following receipt of such notice.

D. Early termination by CareerSource North Florida during the twelve (12) month term will result in an early termination fee equal to the prorated amount due for the remainder of the term.

E. By mutual consent of both parties.

F. Each party may terminate this agreement with 60 days written notice prior to any renewal period.

6. Limitation of Liability - Tallahassee Cleaning Solutions liability under this agreement for any and all damages, whether direct or indirect, including consequential, shall be limited to the charges paid or to be paid to Tallahassee Cleaning Solutions under this agreement by CareerSource North Florida for the services which gave rise to such damages.

7. Independent Contractor - It is specifically agreed by the parties that the relationship of Tallahassee Cleaning Solutions to CareerSource North Florida is that of an Independent Contractor, and Tallahassee Cleaning Solutions shall not be entitled to any of the employee benefits provided by CareerSource North Florida to its employees.

8. Non-solicitation of Employees - During the period this agreement is in effect, and for a period of twelve (12) months after, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment.

9. Notices - Any notice required or permitted given hereunder shall be either 1) delivered personally or 2) sent by prepaid certified mail, return receipt requested, and shall not be deemed to have been given until received by the other party. Each party shall specify the address and addressee for receipt of such notices prior to the commencement of this agreement.

10. Force Majeure - Neither party shall be responsible for delays nor failure in performance resulting from acts beyond its control. Such acts shall include but not limited to Acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations, fire, earthquakes or other disasters.

11. Customer Responsibilities

A. CareerSource North Florida must provide appropriate access to the work areas and facilities, consistent with their security procedures, required to effect completion of work tasks. CareerSource North Florida is responsible for removing obstacles and impediments, such as furniture, machinery, or other items, which impede access to the work area.

B. CareerSource North Florida must reasonably insure that Tallahassee Cleaning Solutions employees are provided with a safe and secure work environment free of hazards, with adequate heat, lighting, and air conditioning unless otherwise specified in the Statement of Work.

C. If necessary for the completion of Tallahassee Cleaning Solutions responsibilities under this agreement, CareerSource North Florida must supply adequate space for the receipt, storage and/or configuration of equipment.

D. Unless otherwise noted in the Statement of Work, CareerSource North Florida must supply the labor required to move new or existing equipment included in this agreement.

E. CareerSource North Florida must provide prompt access to duly authorized CareerSource North Florida personnel for the purpose of obtaining approvals and additional information required to effect completion of work.

F. CareerSource North Florida is responsible for securing any appropriate authorization permits associated with the performance of work.

12. Standard Work Hours - Unless otherwise noted in the Statement of Work, the standard work hours for Tallahassee Cleaning Solutions personnel are 8:00am to 5:00pm EST.

Federal Contract Provisions

2 CFR Appendix II to Part 200

It is the contractor's responsibility to review and comply with each provision that is required based on contract amount, type, and scope of work.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address **administrative, contractual, or legal remedies** in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

In instances where Contractors/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.

(B) All contracts in excess of \$10,000 must address **termination** for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. This agreement may be terminated as follows:

1. Either party may request termination of the modified agreement upon 60 days prior written notice to the other party. Written notification of termination must be by registered mail, return receipt requested.
2. 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.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:

- a. Contractor fails to provide any of the services it has contracted to provide; or
- b. Contractor fails to comply with the provisions of this modified agreement; or
- c. Such termination is in the best interest of the Board.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the North Florida Workforce Development Board, Inc. Executive Committee, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

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

(C) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part. 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of labor."

(D) **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 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 contracts must also include a provision for compliance with the **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), 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.

(E) **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis

of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 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.

(G) Clean Air Act (42 U.S.C. 7401-7671a) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671a) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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 the contract execution, complete the Certification Regarding Lobbying Form.

(J) Procurement of recovered materials. A non-Federal entity that is a state agency or agency of

a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. § 200.323.

(K) **Prohibition on certain telecommunications and video surveillance services or equipment.** § 200.216

(L) **Domestic preferences for procurements.** § 200.322

Right to Audit. CareerSource North Florida requires a "Right to Audit" clause in all contracts between CSNFs and contractors that either:

1. Take any form of temporary possession of assets directed for CSNF, or
2. Process data that will be used in any financial function of CSNF.

This Right to Audit clause shall permit access to, and review of, all documentation and processes relating to the contractor's/vendor's operations that apply to CareerSource North Florida, as well as all documents maintained or processed on behalf of CareerSource North Florida, for a period of three years. The clause shall state that such audit procedures may be performed by CareerSource North Florida employees or any outside auditor or contractor designated by CSNF.

Signatures

The following individuals have read this "Statement of Work" and understand the deliverables, services and responsibilities detailed within this document. The CareerSource North Florida signature constitutes acceptance of the professional services detailed within this document and authorizes commencement of the project.

Approvals

This document has been read and approved by the following individuals responsible for its execution.

CareerSource North Florida

Signature: 

Printed Name: Danny Collins

Title: Board Chair

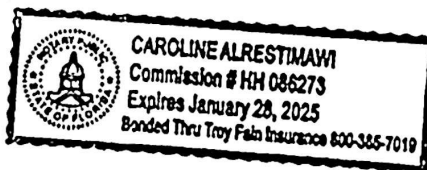
Date: _____

State Of Florida

County Of Madison

The foregoing instrument was acknowledged before me this 13th day of June 2024 who are personally know to me or who produces a _____ as identification, regarding the attached instrument described as Janitorial Services Contract 2024 and to whose signature(s) this notarization applies.

SEAL

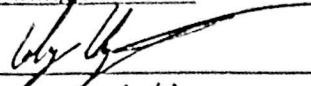


Notary Public Signature: Caroline Alrestimawi

Notary Public Printed Name: Caroline Alrestimawi

This document has been read and approved by the following Individuals responsible for its execution.

Tallahassee Cleaning Solutions

Signature: 

Printed Name: Colby Clayton

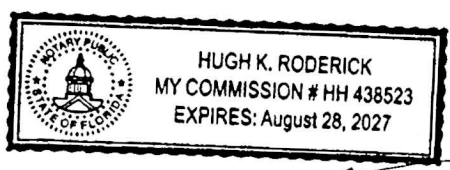
Title: Owner

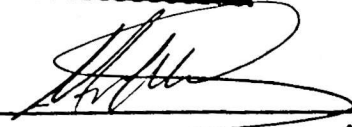
Date: 7/9/24

State Of Florida
County Of Leon

The foregoing instrument was acknowledged before me this 9th day of July 2024 who are personally know to me or who produces a FL DL C435-101-84-422-0 as identification, regarding the attached instrument described as Janitorial Services Contract 2024 and to whose signature(s) this notarization applies.

SEAL



Notary Public Signature: 

Notary Public Printed Name: Hugh K Roderick

Annual Extensions

Tallahassee Cleaning Solutions and CareerSource North Florida agree to extend the CSNF Janitorial Services Contract 2024 for the July 2025-June 2026 performance period.

CareerSource North Florida

Tallahassee Cleaning Solutions

Signature

Signature

Printed Name

Printed Name

Date

Date

Tallahassee Cleaning Solutions and CareerSource North Florida agree to extend the CSNF Janitorial Services Contract 2024 for the July 2026-June 2027 performance period.

CareerSource North Florida

Tallahassee Cleaning Solutions

Signature

Signature

Printed Name

Printed Name

Date

Date

Tallahassee Cleaning Solutions and CareerSource North Florida agree to extend the CSNF Janitorial Services Contract 2024 for the July 2027-June 2028 performance period.

CareerSource North Florida

Tallahassee Cleaning Solutions

Signature

Signature

Printed Name

Printed Name

Date

Date

Tallahassee Cleaning Solutions and CareerSource North Florida agree to extend the CSNF Janitorial Services Contract 2024 for the July 2028-June 2029 performance period.

CareerSource North Florida

Tallahassee Cleaning Solutions

Signature

Signature

Printed Name

Printed Name

Date

Date