

CONTRACTOR AGREEMENT NO. FAC JS PY23-24
BY AND BETWEEN
CAREERSOURCE CENTRAL FLORIDA
390 North Orange Ave. Suite 700, Orlando, FL 32801
AND
DAZSER-ORL Corporation d/b/a Jani-King of Orlando

Central Florida Regional Workforce Development Board, Inc. hereinafter referred to as "CareerSource Central Florida" desires to enter into this Contractor Agreement ("Agreement") with DAZSER-ORL Corporation d/b/a Jani-King of Orlando (Contractor), providing among other things for Contractor's services to CareerSource Central Florida. In consideration of the mutual covenant and agreement expressed herein, CareerSource Central Florida and Contractor hereby agree as follows.

1. TERM

The term of this Agreement shall commence on January 1, 2023, and shall end on June 30, 2024 subject to the provisions outlined in this Agreement. However, Contractor shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits and reporting as applicable. CareerSource Central Florida reserves the right to negotiate for continued services with Contractor for an additional two years, depending upon Contractor's performance and funding availability, at the sole and absolute discretion of CareerSource Central Florida. Each year, CareerSource Central Florida will evaluate the effectiveness of Contractor's performance and determine if the Agreement should continue.

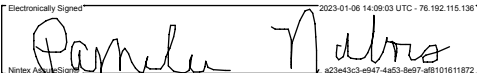
2. RESPONSIBILITIES OF CONTRACTOR AND PAYMENT TERMS

This Agreement is made and entered into by and between CareerSource Central Florida and Contractor for the provision of services in accordance with **Attachment A - Statement of Work, Attachment B - Payment Terms, and Attachment C - Contractor Provisions, Certifications, and Assurances** attached hereto and made a part hereof in the terms of this Agreement. Contractor shall return to CareerSource Central Florida any funds paid to Contractor, which have been disallowed pursuant to the terms of this Agreement.

The parties agree to comply with all the terms and provisions of this Agreement, including the included attachments.

Approved by:

Central Florida Regional Workforce Development
Board, d/b/a CareerSource Central Florida

x  Electronically Signed 2023-01-06 14:09:03 UTC - 76.192.115.136
Nintex AnySign

Pamela Nabors

Typed Name

President & CEO

Title

Date: 01/06/2023

Approved by:

DAZLER-ORL Corporation d/b/a Jani-King of Orlando

x 

John Anderson

Typed Name

Regional Director

Title

Date:

ATTACHMENT- A

STATEMENT OF WORK

Contractor shall perform janitorial service, during the performance period, at CSCF job site locations specified below.

LOCATION	PHYSICAL ADDRESS
Seminole County	1209 West Airport Blvd., Sanford, FL 32773
Southeast Orange County	5784 South Semoran Boulevard, Orlando, Florida 32822
West Orange County	9401 West Colonial Drive, Suite 403, Ocoee, Florida 34761

CSCF reserves the right to move or cancel services at a given location upon lease termination. If service location is moved, Contractor may be given an opportunity to submit a quote to provide needed services at the new location.

All work shall be supervised by Contractor's personnel who will coordinate efforts with the CSCF Technical Representatives and/or Facility Manager. CSCF shall monitor the Services provided, and if found to be unsatisfactory, rework shall be performed at no additional cost to CSCF. Contractor will not be compensated until work is completed satisfactorily. The uncompleted work **must** be performed on the next following day.

While on CSCF property or while conducting services on CSCF's behalf, the Contractor must adhere to all applicable OSHA requirements and CSCF safe work practices. Material Safety Data Sheets (MSDS) in accordance with OSHA requirements shall be provided to CSCF for each chemical product to be applied in performance of Services hereunder. All chemicals shall be stored in properly labeled containers.

The specific tasks that must be accomplished are listed below and shall be performed after 6:00 p.m. on Mondays through Fridays. No Services under this Agreement shall be performed on weekends or normal weekday working hours.

Areas: General Offices, Common Areas, Conference Room and Stairwells

NIGHTLY CLEANING TASKS
Entrance area and entrance mats shall be cleaned.
All trash receptacles shall be emptied and returned to their proper location with customer furnished liners.
All trash shall be removed and placed in dumpster.
All telephones shall be dusted clean.
Glass doors in entrance area shall be cleaned and wiped on both sides.
Dust top of desks, tables, counters, filing cabinets and other office equipment.
Conference room and common area tables shall be wiped clean, and chairs properly arranged.
All traffic areas of carpeting shall be vacuumed thoroughly.
Drinking fountains shall be sanitized and polished.
Dust mop and/or sweep all corners and edges of hard surface floors, including VCT flooring.
Thoroughly damp mop all hard surface floors, including VCT flooring, using care to ensure corners and edges are not missed.
Spot clean partition glass, when needed.
Dust ceiling corners and remove cobwebs.
Ensure stairwells are free of debris and wipe clean all handrails.
Replace toilet seat(s), when authorized by CSCF, at additional 1-hour minimum charge of \$20.50

WEEKLY CLEANING TASKS
Sanitize all telephones with approved disinfectant.
Dust all vertical surfaces of desks, (including areas behind computers, monitors, and their bases, as well as the area beneath any movable object on desks), tables, counters, filing cabinets, and other office equipment.
All carpet, including edges, corners and underneath the furniture shall be detail vacuumed.
Perform spot cleaning of carpets, as required each Friday.
Sweep all landings and steps clean and spot mop, when needed.
Dust clean all window sills and remove buildup of dirt in corners.
Dust clean all picture frames.
All baseboards and low vents shall be dusted clean.
Inspect inventory of furnished supplies and report to CSCF when levels are low.

MONTHLY CLEANING TASKS
Light switches and doorframes shall be spot cleaned.
Vertical and venetian blinds shall be dusted.
HVAC vents and louvers high surface areas shall be dusted.
Upholstered furniture shall be vacuumed using proper attachments.
All telephones shall be damp wiped with a disinfectant solution.
Perform cleaning of windows, including both internal and external glass surfaces.

Area: Rest Rooms

NIGHTLY CLEANING TASKS
All soap, towels, toilet seat cover and hand soap dispensers shall be refilled with customer furnished stock and the front of dispensers shall be wiped clean. Additionally, each toilet stall shall have a minimum of one complete roll of toilet tissue.
Sanitary napkin receptacles shall be emptied, disinfected and restocked with clean liners from customer furnished stock. (If applicable)
All trash receptacles shall be emptied and wiped clean, when needed.
Tile floors shall be thoroughly swept clean.
Toilets, toilet seats and urinals interiors shall be brushed using a germicidal disinfectant cleaner. Exterior shall be wiped clean using a germicidal disinfectant and all chrome shall be polished.
All toilet partitions shall be wiped clean, including the tops of partitions.
Clean sinks, as well as wipe sink traps, counters and ledges; polish chrome fixtures.
Remove splash marks from walls around sinks.
Clean and polish mirrors.
Restroom floors shall be wet mopped with disinfectant and water shall be poured down drains to eliminate odors.
Inspect urinal mats to determine if change out of worn mats is required.

MONTHLY CLEANING TASKS
Change out urinal mats no less than once monthly.

Area: Kitchen and Break Rooms

NIGHTLY CLEANING TASKS
Wipe, clean, and disinfect all countertops, sinks and exterior of cabinets.
Wipe and clean all tables and chairs ensuring that all chairs are properly arranged.
Wipe and clean interior and exterior of microwave and the exteriors of other appliances.
All trash receptacles shall be emptied and trash shall be removed to dumpster. Trash cans and lids shall be wiped clean.
Sanitize and polish drinking fountain. (If applicable)
All corners and edges of hard surface floors shall be dust mopped or swept.
Hard surface floors shall be damp mopped using care to ensure that corners and edges are not missed.

ADDITIONAL CLEANING SERVICES DESCRIPTION - EMERGENCY RESPONSE

Contractor shall also respond to service calls for additional emergency response cleaning services on an "as-needed basis." Aforesaid will be authorized by a separate purchase order (PO), using billing rates established hereunder. When an after-service call is made by CSCF, Contractor shall respond to the service call within a two (2) to four (4) hour window.

Areas: General Offices, Common Areas, Conference Room and Stairwells

CLEANING TASKS
Furnish all necessary materials, equipment, labor, and supervision, equipment to provide biohazard waste clean-up, removal and disposal on a "per request" basis in accordance with this solicitation and all appropriate federal, state and local laws and regulations. All vendor's personal safety equipment for staff must be provided by the vendor.

Area: Rest Rooms

CLEANING TASKS
Furnish all necessary materials, equipment, labor, and supervision, equipment to provide biohazard waste clean-up, removal and disposal on a "per request" basis, in accordance with this solicitation and all appropriate federal, state and local laws and regulations. All vendor's personal safety equipment for staff must be provided by the vendor.
Tighten loose toilet seats or replace when damaged. CSCF will supply toilet seats. [Note: Contractor may perform service during nightly service for 1-hour minimum of \$20.50 per hour. Contractor will be authorized using a separate PO, whether work is performed during nightly service or emergency response basis.]
Unclog toilet(s), urinal(s), and sink(s) using plunger. If toilet(s), urinal(s) or sink(s) cannot be unclogged using plunger, Contractor is to alert CSCF so a plumber may be called.
Mop and clean after sink(s), urinal(s) or toilet(s) overflow.

Area: Kitchen and Break Rooms

CLEANING TASKS
Furnish all necessary materials, equipment, labor, and supervision, equipment to provide biohazard waste clean-up, removal and disposal on a "per request" basis in accordance with this solicitation and all appropriate federal, state and local laws and regulations. All Contractor's personal safety equipment for staff must be provided by the Contractor.
Unclog toilet(s), urinal(s), and sink(s) using plunger. If toilet(s), urinal(s) or sink(s) cannot be unclogged using plunger, Contractor is to alert CSCF so a plumber may be called.
Mop and clean after sink(s) or water cooler(s) etc. overflow.

LICENSURE: Contractor shall be licensed as required by the city, county, state or federal government to perform work requested by CSCF.

PERSONNEL: All Contractor personnel must wear a company-issued uniform at all times while on CSCF property, clearly identifying themselves as employees of the Contractor. Contractor's personnel must be at least 18 years of age. Failure to do so will result in immediate removal of said personnel from CSCF property.

If a contract is awarded, Contractor shall provide to CSCF's Technical Representative/ Facility Manager the name of its employee(s) scheduled to perform service. Additionally, Contractor shall provide information on the make, model, color and tag number of vehicle(s) used by the Contractor's employee(s) when performing services under this contract. Assigned personnel must have undergone background investigation and be covered by worker's compensation and liability insurance.

UNSATISFACTORY PERFORMANCE: All work shall be supervised by the Contractor's personnel who will coordinate efforts with the CSCF Technical Representatives and/or facility manager. CSCF shall monitor the services provided and if found to be unsatisfactory, rework shall be performed at no additional cost to the CSCF. Contractor **will not** be compensated until the work is completed satisfactorily. The uncompleted work **must** be performed on the next following day.

SUPPLIES AND EQUIPMENT: CSCF shall furnish hand-soap, paper towels, toilet tissue, liners for sanitary napkins dispensers, plastic trashcan liners, urinal mats, and carpet spot cleaning supplies. Contractor shall furnish and provide all other cleaning supplies and equipment necessary for the proper execution of this contract, such as but not limited to, waxes, strippers, cleaners, buffers, vacuum cleaners, mops and buckets etc.

As CSCF is supplying carpet spot cleaning supplies, Contractor shall coordinate with CSCF's Facilities Manager to arrange training for its personnel. Assigned personnel performing spot cleaning of CSCF carpet must be trained in the application thereof by CSCF Facilities staff.

Contractor shall be required to provide CSCF with a current list of equipment to be used in the execution of this contract, within the first ten (10) days of commencement of Services hereunder. Contractor shall assume full responsibility for upgrading such equipment, when needed. Contractor will provide notice to CSCF prior to making any significant changes to equipment list presented to CareerSource. CSCF shall not be liable or responsible in any way for the loss of equipment stored in any CSCF Facility.

HOLIDAY SCHEDULE: The following are designated CSCF holiday schedule and excluded from the work schedule:

- | | | |
|-------------------------------|--------------------|--------------------------|
| • New Year's Day | • Independence Day | • Day after Thanksgiving |
| • Martin Luther King Day | • Labor Day | • Christmas Eve |
| • Presidents Day | • Veterans Day | • Christmas Day |
| • Memorial Day | • Thanksgiving Day | |
| • Juneteenth Independence Day | | |

END OF PAGE

ATTACHMENT - B**BUDGET FOR JANITORIAL SERVICES AND PAYMENT
TERMS**

Contractor shall invoice CSCF and be paid, in accordance with the billing rates set forth herein, for janitorial services and other approved work authorized by CSCF during term of this Agreement. Below rates are applicable for monthly janitorial services, including windows, during period of January 1, 2023, thru June 30, 2024.

Contractor shall submit invoices to facilitate payments in accordance with the schedule outlined below. Invoices shall be submitted electronically to accounts payable@careersourcecf.com. Payment shall be payable by CSCF to Contractor within 30 days of invoice receipt.

**MONTHLY JANITORIAL SERVICES AND WINDOW CLEANING BUDGET &
BILLING RATES**

Location	Payment Amounts		Term Period
	NTE Amount	Monthly Amount	
Seminole County	\$27,360.00	\$1,520.00	1/1/2023 - 6/30/2024
Southeast Orange County	\$29,754.00	\$1,653.00	1/1/2023 - 6/30/2024
West Orange County	\$34,614.00	\$1,923.00	1/1/2023 - 6/30/2024
TOTAL CONTRACT VALUE (NTE)		\$91,728.00	

MONTHLY JANITORIAL SERVICES AND WINDOW CLEANING PRICED OPTION

This Agreement contains priced option, contingent of acceptable service delivery and funding availability. During option years, the billing rates are established accordingly for monthly janitorial services and window cleaning:

Location	Payment Amounts During Option Years			
	Option YR 1 (7/1/2024 thru 6/30/25)		Option YR 2 (7/1/25 thru 6/30/26)	
	Annual NTE	Monthly Amount	Annual NTE	Monthly Amount
Seminole County	\$19,332.00	\$1,611.00	\$20,496.00	\$1,708.00
Southeast Orange County	\$21,024.00	\$1,752.00	\$22,284.00	\$1,857.00
West Orange County	\$24,456.00	\$2,038.00	\$25,920.00	\$2,160.00

EMERGENCY RESPONSE SERVICES -ADDITIONAL JANITORIAL SERVICES

Contractor shall invoice for "as needed" emergency response services using the billing rate stated below, once service has been duly authorized by separate CSCF purchase order. Citing billing rates herein is intended to establish pre-negotiated billing rates for "as needed" services throughout the performance period of this contract. Rates stated below shall be all- inclusive of labor, materials, supplies and travel.

EMERGENCY SERVICE CALL BILLING RATES

Additional Janitorial Service Calls for All Service Locations	Service Call Charge per Occurrence
Rate for response to service call within 2 hours of call	\$150.00
Rate for response to service call within 4 hours of call	\$115.00

EMERGENCY ADDITIONAL JANITORIAL SERVICES PER OCCURRENCE BILLING RATES

Task Description	Hourly Billing Rate
Biohazard cleaning and disposal	\$ 25.00
Adjusting and replacement of toilet seats	\$ 25.00
Unclogging of toilet(s), Urinal(s), and sink(s) plus clean-up of any overflows in restrooms	\$ 25.00
Cleaning up overflows from sink(s), water cooler(s) and etc. in kitchen and breakrooms	\$ 25.00

CONFIDENTIAL & PROPRIETARY INFORMATION

Contractor and its employees, agents, or representatives shall not, at any time or in any manner, either directly or indirectly, use for personal benefit, divulge, disclose, or communicate in any manner any information that is proprietary to or that should reasonably be considered to be confidential by "Career Source Central Florida" and its employees, members or agents. This includes the identity of any Career Source Central Florida member and/or the member's family.

Contractor shall hold all information communicated by Career Source Central Florida, whether written, oral or visual, including CareerSource Central Florida information observed, seen, or heard by Contractor while performing services for CareerSource Central Florida (the "Confidential Information"), in strict confidence and will not disclose, distribute, disseminate or copy the Confidential Information, or any documents or information derived therefrom, in any way to any third party, without CareerSource Central Florida's prior written approval. This provision shall survive any termination or expiration of this Agreement. Upon termination or expiration of this Agreement for any reason, Contractor will immediately return to CareerSource Central Florida all property or other items in its possession, including all copies thereof, relating directly or indirectly to any CareerSource Central Florida confidential or proprietary information. Contractor further agrees that all still and video photography using any medium whatsoever that is taken of CareerSource Central Florida members, at ANY CareerSource Central Florida event (the "CareerSource Central Florida Images"), is considered confidential and proprietary information.

Further, Contractor and all its employees, contractors, vendors and other associated/related parties agree that they shall not under any circumstances use, publish, distribute, sell, trade or make available any Career Source Central Florida Images. Contractor understands that CareerSource Central Florida events (including CareerSource Central Florida social events) are private, and Contractor agrees that Contractor, its employees, contractors and other associated/related parties will not mention CareerSource Central Florida, or anything about the CareerSource Central Florida event attended by Contractor (including any CareerSource Central Florida events connected in any way to the CareerSource Central Florida event attended by Contractor) in any medium without CareerSource Central Florida's prior written consent, which CareerSource Central Florida may grant in its sole and absolute discretion.



CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES

CareerSource Central Florida will not award a contract where Contractor has failed to accept the CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performing its responsibilities under this Contract, Contractor hereby certifies and assures that it will fully comply with the following:

**I. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).**

The prospective Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph above; and/or
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal (or plan).

II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93)

Contractor certifies, to the best of his or her knowledge & belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37)

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) 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 WIOA Title I financially assisted program or activity;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

IV. ACCESS TO RECORDS

Access by CareerSource Central Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Contractor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

V. 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 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

VI. PROVISION AGAINST ASSIGNMENT

Contractor shall not subcontract any of the services named in this modified agreement. No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board. Approval does not relieve Contractor from this modified agreement.

VII. DAVIS-BACON ACT

Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a and 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29 CFR part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

VIII. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS

Contractor is aware that Federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

IX. AMERICANS WITH DISABILITIES ACT

Contractor will comply with the Americans 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; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

X. EXECUTIVE ORDER 11246

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Contractor 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, sexual orientation, gender identity, or national origin.

XI. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

Contractor agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

XII. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT

The Contractor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to 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 seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Contractor shall report any violations of the above to the Board. The Contractor will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

XIII. ENERGY EFFICIENCY

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 Energy Policy and Conservation Act (Public Law 94-163).

XIV. ENVIRONMENTAL STANDARDS

Contractor will comply with environmental standards which may be prescribed pursuant to the following:

- a. Institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO11514);
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of 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).

XV. INTEGRITY

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 Contract is in excess of \$100,000, Contractor must, prior to execution, complete the Certification Regarding Lobbying Form.

XVI. PUBLIC ANNOUNCEMENTS AND ADVERTISING

The contractor agrees to comply with the provision of the Stevens Amendment as specified in P.L. 115-31, Division H, Title V, Section 505; P.L. 103-333 §508. 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 (3) Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

XVII. MODIFICATIONS

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed and dated by both parties.

The Board may unilaterally modify this modified agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one year period at the end of this contract.

XVIII. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may request termination of 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 CareerSource Central Florida, 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, 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.

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.

XIX. COMPLIANCE WITH TANF

Contractor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated there under.

XX. 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.

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 WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Contractor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

XXI. PUBLIC ENTITY CRIMES

Contractor shall comply with Section 287.133(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 287.017 F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

XXII. THE PRO-CHILDREN ACT

Contractor 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 prohibit 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.

XXIII. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource Central Florida 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 CareerSource Central Florida for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource 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 CareerSource Central Florida. 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.

XXIV. PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

XXV. DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

XXVI. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See Public Law 115-232, section 889 for additional information and 2 CFR part 200.471.

XXVII. PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY & IMPROVING FREE INQUIRY, TRANSPARENCY AND ACCOUNTABILITY AT COLLEGES AND UNIVERSITIES

Contractor agrees to follow the statutory and national policy requirements, as applicable, stated in 2 CFR § 200.300 and Executive Order 13798 Promoting Free Speech and Religious Liberty and Executive Order 13864 Improving Free Inquiry, Transparency and Accountability at College and Universities.

XXVIII. E-VERIFY

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E- [Verify.gov](https://www.dhs.gov/e-verify)), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

By signing below, Contractor hereby certifies and assures that it will fully comply with the provisions listed above:

Sam Anderson Regional Director
Printed Name and Title of Authorized Representative

[Signature]
Signature of Authorized Representative

San King Orlando
Organization/Business Name

12/21/22
Date