

SERVICES AGREEMENT
NO. CSCF-PUSH-PY23
BY AND BETWEEN
CAREERSOURCE CENTRAL FLORIDA
390 North Orange Ave. Suite 700, Orlando, FL 32801
AND
PUSH, INC.
101 Ernestine Street, Orlando, FL 32801

Central Florida Regional Workforce Development Board, Inc. hereinafter referred to as "CareerSource Central Florida" desires to enter into this Services Agreement (Agreement) with Push, Inc., (Contractor) providing among other things for Contractor 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 1/6/2023 and shall end on 6/30/2023 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 one year 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

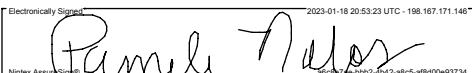
This Agreement is made and entered into by and between CareerSource Central Florida and Contractor for the provision of services in accordance with Attachment A - Statement of Work, Attachment B Contract Pricing - Attachment C - Payment Terms and Attachment D - Contractor Provisions, Certifications and 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.

- **INSURANCE:** Contractor must carry commercial liability insurance of \$1 million or more. Contractor will provide CareerSource Central Florida with proof of insurance upon contract execution.

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

Approved by:
CareerSource Central Florida

Approved by: PUSH, Inc.

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Nintex AssureSign

x 

Pamela Nabors
Typed Name

John Ludwig
Typed Name

President/CEO
Title

CEO
Title

01/18/2023

1/12/23

Date

Date

STATEMENT OF WORK

- 50% of the cost of each project to be paid once the project has been started and invoice is received by CSCF
- Remaining 50% of project cost is to be paid upon project completion and CSCF review/approval of the invoice
- All Change Orders will require written approval from CSCF
- Net30 Payment Terms





CareerSource Central Florida 2023 Youth Summer Program Advertising Campaign Scope of Value

December 22, 2022

Project Scope Overview

CareerSource Central Florida is seeking to launch another campaign in support of recruitment for their upcoming Summer Youth Program offerings in 2023.

This campaign will be similar to the one that ran in 2022 and seek to raise awareness and drive applications for key programs (TBC). Driving for enrollment for summer, this program will run January through April, 2023. The key programs help educate high school students via internship opportunities and career training, and exposure to college tours and experiences that ultimately help encourage their next step into their education and career journey.

For this year's campaign, Push will again focus efforts on efficiently targeting and converting the desired audience, to drive enrollment.

Due to timing, we will begin with a pickup of last year's creative, making small changes to ensure correct information within the ads to launch as soon as possible in January. Meanwhile a creative refresh, as well as development of any new assets for new tactics will be finalized to then rotate or swap into the media buy. The media campaign will aim to go live as quickly as possible, pending all final review / approval of assets and the necessary tracking established.



Project Scope Outline

I. PULL IN.

Discovery & Immersion

- Client-Agency Project Discussion / Briefing
- CSCF to share any necessary assets / input

Estimated Duration: 1 week

II. ATTAIN FOCUS.

Campaign Strategy

Partnering with CareerSource Central Florida, the Push team will develop or revisit an overall approach and strategy to address the challenge at hand and meet the desired goals. Specific deliverables include:

- Marketing Communications / Creative Brief Development & Approval

Estimated Duration: 1 week

Media Strategy, Planning & Buying

Based on the established overall campaign strategy, the Push Media team will confirm the channels and tactics to be leveraged for paid media in our campaign. Specific efforts / deliverables include:

- Media Brief including recommended tactics, targeting and budget allocation
- Media estimate development & approval
- Channel setup collaboration (ex: TikTok); *CSCF will be responsible for any new account setup and tracking. Push may assist with input and direction*

Estimated Duration: 1-2 weeks



III. PUSH OUT.

1. Paid Media Campaign Asset Development

During this phase, the Push team will refresh the 2022 Summer Youth Program and adjust the creative based on learnings that CSCF provides from the previous campaign.

Due to the desire for quick campaign launch, asset development will happen in two phases.

Phase 1: Minor edits to existing (2022) assets. Edits may include minor phrasing / verbiage adjustments (i.e. re-working copy with “get paid”) to be allowable. This phase will not include new concepting, new imagery or other heavy creative revisions. Changes will be made for approval, then trafficked to the media team for launch pending approval from CSCF, ASAP.

In **Phase 2**, the following steps will be followed for campaign refresh and new asset development, as necessary::

- Creative team briefing
- Campaign creative refresh (excludes campaign concepting and complete creative direction overhaul; will keep same look & feel, but new copy and images may be provided for approval, based on learnings and/or new program priorities
- Client review/approval of final campaign assets (up to 2 rounds of revisions permitted)

Specific creative deliverables may include:

- Google Responsive Search Ads
- Meta Ads (Facebook / Instagram; Push recommends Advantage+ Assets within platform which will account for stills and video + copy; no more than 3 of 10 assets to be video; to be discussed)
- Snapchat (3 assets; will leverage assets developed for other platforms, with slight adjustments, as needed)
- Google Responsive Display (15 images, 10 headlines, 10 descriptions; assets split to support each program respectively)
- TikTok Ad (1 video, general SYP message); to be discussed pending campaign kickoff

*Estimated Duration: 5+ weeks**

** Indicates total consolidated development time. Contingent upon client feedback / approvals for each phase. Timing of asset creation / launch may be staggered based on priority and media plan needs.*

Paid Media Campaign Launch

Once all creative assets are developed and the media plan is in place and tracking is implemented, the Push team will launch assets into market.



Estimated Duration: 1 week

(Total consolidated time. Launch date based on priority and creative asset readiness.)

2. Organic Social Campaign Asset Development

Outside of the paid media noted above, Push will assist with organic social content creation to help promote the Summer Youth Program via organic social channels (Facebook, Instagram) during the same campaign promotion timeframe. CareerSource to provide photo/video assets to use for creative development. Push will develop / finalize all content and hand off visuals / copy to CareerSource to post on the necessary channels.

Specific deliverables include:

- Social content calendar (3 months, February-April); not to exceed 6 posts per month
- Facebook/Instagram assets (Stills and/or videos for in-feed, stories, including post copy, where necessary; assets may be re-purposed across channel placements)

Organic social efforts exclude any heavy strategy, channel posting or management, community management or reporting.

IV. ACHIEVE GROWTH

Campaign Monitoring, Optimizations & Reporting

Once the campaign is live, Push will regularly review media spend and performance. Frequent optimizations will be made to improve overall campaign performance and spend based on set goals. Push will provide a final campaign report on overall performance, including recommendations for any following campaigns.

Estimated Campaign Duration: Launch — January (TBD date) through April 2023

(Final reporting completed and shared in the following month after campaign ends)



Project Investment

The below tables outline the overall project investment and what is included for both Creative, Media and Organic Social Media efforts. Total investment summary is on page seven. To note, media spend investment covers launch month through campaign completion for this project only. Any future campaigns will require additional spend / budget and a new scope of work. Strategy and Creative fees indicate pricing for assets necessary for campaign launch only. Refresh or update of assets or beyond may require a separate scope or estimate based on the provided rate card.

Investment: Account, Media Planning/Reporting, Creative Development	
Scope / Deliverable Details	Includes
Account Management & Strategy	✓
Media Planning & Reporting Fee	✓
Phase 1: Current Asset Edits (for existing asset launch, ASAP)	✓
Phase 2: Asset Refresh & New Asset Development <i>(same concept, new copy / images)</i>	✓
<i>Google Search (Responsive Ads: 15 headlines, 4 descriptions per ad)</i>	2 ads
<i>Meta (Facebook & Instagram; Advantage+ assets)</i>	Not to exceed 10 unique ads, max 3 videos out of 10 assets)
<i>Snapchat (3 unique assets; will leverage assets created for other platforms)</i>	3 unique assets
<i>Google Responsive Display (15 Images, 10 Headlines, 10 Descriptions; will focus on students only)</i>	✓
<i>TikTok Ad - Video (NOTE: TikTok ad placement requires current CSCF TikTok account existence)</i>	✓
TOTAL STRATEGY AND CREATIVE INVESTMENT	\$16,500

**Estimated timing for Strategy & Media phase may overlap to condense timeline as best as possible. Overall project timing contingent upon initial scope approval, kickoff date, and client review/approval of deliverables.*



INVESTMENT: PAID MEDIA SPEND

Paid Media Campaign Spend & Management	Gross Investment
Total Campaign Spend (gross)	\$53,500
Digital Media Commission (Included)	20%
MEDIA INVESTMENT TOTAL (GROSS)	\$53,500

INVESTMENT: ORGANIC SOCIAL CAMPAIGN SUPPORT

Organic Social Asset Creation <i>(not to exceed 6 posts per month, January-April, 2023)</i>	\$5,000
ORGANIC SOCIAL INVESTMENT TOTAL	\$5,000

OVERALL INVESTMENT SUMMARY

Account, Media Planning/Reporting, Creative Development	\$16,500
Paid Media Campaign Spend & Management	\$53,500
Organic Social Campaign Support	\$5,000
INVESTMENT SUMMARY TOTAL	\$75,000

Project Support & Relationship

The below list of Push team members will work with the CareerSource Central Florida team to ensure all project and account requirements are met throughout the life of this project. Specific team members will be introduced and accessible to the client through the Account Management team as necessary.

Staffing (all covered under stated investment)

- Chief Creative Officer
- Art Director
- Copywriter
- Director of Account Service
- Account Manager(s)
- Integrated Media Director
- Digital Media Analyst
- Production / Traffic Manager
- Proofreader



Details & Assumptions

All information contained in this proposal is the intellectual property of Push and may not be disseminated outside of CareerSource Central Florida.

Unless otherwise specified, all project fees will be billed accordingly:

January 2023:

- 50% of Account, Media & Creative Fees

February 2023:

- Remaining 50% of Account, Media & Creative Fees

All media spend will be pre-billed in the month prior for the following month's spend. Work begins once Push is in receipt of the first payment installment.

Push has the right to issue a change order estimate to accommodate expanded scope. CareerSource Central Florida understands that changes to the scope of value will directly impact the intended completion date of the project.

Does not include sourcing, management or oversight of third-party services or materials such as photography, videography, fonts, illustration, printing, fulfillment. If additional assets are needed beyond those available from outlined production, Push will provide a separate estimate for further production, which will include an agency markup of 20%, and any additional fees necessary for Push-team involvement.

Should Push accumulate any billing credits over the course of our project or upon its completion, CSCF will be notified immediately to then determine how to apply or use said credits. If a decision is not reached within 90 days of notification, Push will either reimburse CSCF via check, or immediately apply credits to any outstanding accounts receivable charges at that time.

Access to media platforms (e.g., Facebook, Snapchat, Google Ads, etc.) is required, as is placing pixels (or have access to existing pixel(s)) to effectively execute, track and report on advertising campaigns. Additionally, access to Google Analytics is recommended. CareerSource Central Florida will be responsible for setting up their TikTok account and sharing the necessary information and access with Push in order to run ads. Additional details or needs may be required upon account setup.

CareerSource Central Florida owns all work, whether it has been produced or not, only once full payment has been submitted.

CareerSource Central Florida - 2022-2023 Project Price Card

DIGITAL	
Digital Animated Ads - Single design, 1 standard GIF - Single design, 5 standard GIFs - Single design, 10 standard GIFs - Single design, unique size GIF <i>Standard sizes are 300x250, 336x280, 728x90, 300x600, 320x100. All other sizes are considered unique and will incur additional costs.</i>	\$1,250 \$3,000 \$4,800 \$1,800+
Digital Display Ads / Pop Up Banners - Single design, 1 standard static JPG (no programming) - Single design, 5 standard static JPGs (no programming) - Single design, 10 standard static JPGs (no programming) - Single design, unique size (no programming) <i>Standard sizes are 300x250, 336x280, 728x90, 300x600, 320x100. All other sizes are considered unique and will incur additional costs.</i>	\$750 \$2,000 \$3,500 \$1,500+
Rich Media Ads - HTML5 (single ad) - Flash (single ad) - Video (single ad, does not include video production) <i>All unique rich media requests (i.e. page takeovers) are priced per project</i>	\$5,500+ \$6,500+ \$10,000+
Email Template Design (one page design, copy & HTML development) <i>Does not include deployment of email; deployment to be estimated separately</i>	\$3,500+
Social Media Ads - Facebook / Instagram / LinkedIn In-Feed - Facebook / Instagram Story - Twitter - LinkedIn	Per Ad: Static: \$1,000 Animated: \$1,500 LinkedIn In-Mail: \$2,000
Web Landing Pages (promotional, lead generation, campaign, etc.) <i>Includes design, copy, and development. Price subject to change pending agreement of details/ needs and development requirements.</i>	\$4,500+

Google Search (Search Engine Marketing Ads)*Includes research and ad copywriting for 15 ads***\$3,000**

PRINT / TRADITIONAL / OTHER**Logo Development**

Three Initial options, narrowed to 1 selected version, two rounds of revisions for selected logo, packaged final files

\$15,000

Print Ads

- Quarter page / Strip ad
- Half page
- Full page

\$4,000

\$6,000

\$10,000

Flier / Poster

- Single-sided
- Double-sided

\$5,500

\$8,500

Direct Mailers

- Double-sided postcard (up to 6"x11")
- Bi-fold
- Tri-fold / specialty die-cut

\$5,500

\$7,000

\$8,500

Outdoor Boards (Vinyl / EcoPoster / Digital / Bus Shelter)

\$4,500

Outdoor: Bus Wrap (Specialty OOH)

**Estimated cost subject to change pending receipt of final specs, and determination of creativeneeds*

\$9,000*

Ad Resize (direct resize, no copywriting, production art only)

\$1,250

Spotify Digital Radio Script Concept & Writing (one spot, :15, :30, :45 or :60)

Includes concepting, scriptwriting, static banner design, spot recording oversight; assumes Spotify to provide talent and cover production

\$2,500

Terrestrial Radio Script Concept & Writing (one spot, :15, :30, :45 or :60)

Does not include actual production costs for record or agency-related production time

\$2,250

OTT (Over-the-Top) Video Concepting & Storyboards (i.e. Hulu, Spectrum Streaming, etc.)

Does not include actual production costs for film/record or agency-related production time

\$6,500



Misc.	
Creative Campaign Concepting (Full) <i>Creative concepting development for new promotions or events or other marketing programs.</i> <i>Could include: video concepts, digital and social extensions, email, print ads, fliers, posters, vinyl banners or t-shirts. Includes concepting and example creative assets only. Does not include final production-ready art/files.</i>	\$35,000 +
Creative Campaign Concepting (Small) <i>Creative concept development for new, smaller promotions or events or other marketing programs.</i> <i>Could include: Digital and social executions, email, and limited out-of home. Includes concepting and example creative assets only. Does not include final production-ready art/files.</i>	\$15,000
The below items will be estimated on a project-by-project basis due to unknowns and variation in requirements based on project goals and budget: -Video or Still Photography Shoot -Website Development -Overall Marketing/Brand Strategy / Consultation	TBD

Account Management & Media	
Account Management Fee <i>(Accounts for day-to-day communication, project strategy and coordination)</i>	\$1,500 Per Project
Media Planning One-Time Fee (for single, one-off campaign*) <i>(Accounts for media onboarding, setup, planning, strategy and campaign launch)</i> <i>*Annual or longer-term media plan fees to be estimated separately</i>	\$2,500
Media Commission	20% of Total Media Spend
Media Reporting	\$600 Per Campaign



Pricing Details & Assumptions

Unless otherwise noted:

- All pricing includes all agency services: account management (for asset review and routing), project management, asset concepting, copywriting, art direction, design and proofreading through final art/production-ready files
- Any revisions beyond two rounds will require a change order and will be billed accordingly

If a project requires a turnaround time of less than 2 weeks, Push reserves the right to charge a rush fee for expedited timing needs.

Any projects or creative requests which Push deems outside of the approved scope agreement will adhere to this pricing, unless otherwise noted. For any project request that is not covered by a project-type on this sheet, a project estimate will be provided for client review and approval. Push reserves the right to re-estimate project deliverables based on needs submitted at the time of project briefing.

Does not include photography, videography, illustration, printing, typography licensing, fulfillment or other third party-sourced work and/or materials. If additional assets are needed beyond those available from outlined production, Push will provide a separate cost estimate for purchase / production, which will include an agency markup of 20%, and any additional fees necessary for Push-team involvement.



ATTACHMENT - C

BUDGET AND PAYMENT TERMS FOR MARKETING/OUTREACH SERVICES

Contractor shall invoice CSCF, in accordance with the terms listed within this Attachment. Per this Agreement, total costs for services provided by the Contractor will not exceed **\$75,000**. Business-related travel expenditures, including mileage, hotel accommodations, food, and beverages are not reimbursable under this Contract, regardless of purpose.

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

Contractor shall invoice CareerSource Central Florida as stated within Attachment A for actual work performed in support of authorized projects. Travel payment is not applicable for reimbursement hereunder as billing rate cited herein is inclusive of travel mileage. During term of this Agreement, Contractor shall invoice and shall be paid in accordance with stated billing rate for authorized projects. Maximum contract value for Annual Report services hereunder shall not-to-exceed budget, during any specified period:

Professional Task Description	Budget	Performance Period
Marketing/Outreach Services	Not to Exceed - \$75,000	1/6/2023-6/30/2023

TOTAL CONTRACT NOT-TO-EXCEED COST	\$ 75,000.00
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Note: Neither CareerSource Central Florida or Contractor shall be held liable for any delay or failure to perform under this Agreement, resulting directly or indirectly from acts of God, pandemics, or circumstances beyond each party's reasonable control.

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 Career Source Central Florida information observed, seen, or heard by Contractor while performing services for Career Source 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 Career Source Central Florida 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 Career Source Central Florida all property or other items in its possession, including all copies thereof, relating directly or indirectly to any Career Source Central Florida confidential or proprietary information. Contractor further agrees that all still and video photography using any medium whatsoever that is taken of Career Source Central Florida members, at ANY Career Source Central Florida event (the "Career Source 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 Career Source Central Florida social events) are private, and Contractor agrees that Contractor, its employees, contractors and other associated/related parties will not mention Career Source Central Florida, or anything about the Career Source Central Florida event attended by Contractor (including any Career Source Central Florida events connected in any way to the Career Source Central Florida event attended by Contractor) in any medium without Career Source Central Florida prior written consent, which Career Source Central Florida may grant in its sole and absolute discretion.

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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.

A handwritten signature in blue ink, appearing to be a stylized 'S' or similar mark.

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 to 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.

XX. 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:

John Ludwig, CEO

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Push, Inc

Organization/Business Name

1/12/23

Date