

**CONTRACTOR AGREEMENT NO. FAC HVAC 20-21-028**  
**BY AND BETWEEN**  
**CAREERSOURCE CENTRAL FLORIDA**  
**390 North Orange Ave. Suite 700, Orlando, FL 32801**  
**AND**  
**Ferran Services & Contracting, Inc.**

Central Florida Regional Workforce Development Board, Inc. hereinafter referred to as "CareerSource Central Florida" desires to enter into this Contractor Agreement (Agreement") with Ferran Services & Contracting, Inc. (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 September 1, 2020 and shall end on June 30, 2021, 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.

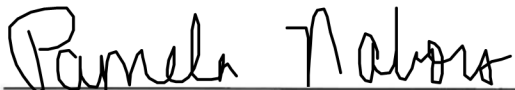
**2. RESPONSIBILITIES OF CONTRACTOR AND PAYMENT TERMS**

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 and Attachment B - Payment Terms 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



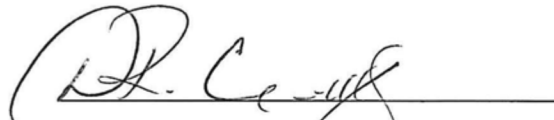
Pamela Nabors  
Typed Name

President and CEO  
Title

9/1/2020  
Date

Approved by:

Ferran Services & Contracting, Inc.



David Curry  
Typed Name

HVAC Service Manager  
Title

9/1/2020  
Date

**STATEMENT OF WORK****1.0 SERVICES AND ACTIVITIES**

This section is attached to the Agreement between CareerSource Central Florida (CSCF) and Contractor, and establishes the understanding that the services performed by Contractor shall be in accordance hereto.

Annual HVAC (heating, ventilation, and air conditioning) PM (preventative maintenance) services shall be performed quarterly during the months of September, December, March, and June at CSCF job site locations indicated below.

LOCATION	PHYSICAL ADDRESS	BUILDING SIZE
Seminole County	1209 West Airport Boulevard Sanford, FL 32773	10,031 square feet
Southeast Orange County	5784 S. Semoran Boulevard Orlando, FL 32822	12,363 square feet

Refer to **APPENDIX A-1 – MECHANICAL AND CONTROL SYSTEM EQUIPMENT LISTING**, which contains the individual listing of equipment by location.

**Note:** CareerSource Central Florida is moving to a new office space within the West Oaks Mall (West Orange County) in the coming days. Upon occupancy of that facility, CSCF intends to contract for PM and repair services. Should Contractor propose a favorable price, CSCF reserves right to modify this Agreement to add services, which will be provided at that facility.

**1.1 SPECIFICATION FOR ANNUAL PREVENTATIVE MAINTENANCE (PM) SERVICES**

Contractor will provide labor, materials, services, skills, supervision, and necessary tools and equipment, inclusive of all travel mileage, to ensure HVAC PM Services are performed at CSCF facilities. Contractor shall have the capability to perform and complete the services in all respects, in accordance with this Agreement. Contractor hereby warrants that all services will be performed in a timely and first-class workmanlike manner. Additionally, Contractor shall keep the properties free and clear of excess materials, debris, and equipment at all times. Contractor shall provide the services listed as follows for each office location:

1. Scheduled inspections shall include one (1) annual and three (3) operational inspections performed in accordance with manufacturer's recommendations.
2. Air filter maintenance shall include four (4) air filter changes per year, as well as replacement of pan strips in drain pan of each air handler two (2) times per year.
3. Technicians shall be trained to identify impending problems and repair them before they cause unplanned downtime. Component repair labor and material cost should be excluded; however, the technician hourly rates (Regular time, Overtime, Holiday) shall remain fixed, as stipulated herein, when repairs are authorized at any time under this Agreement. When proposing repair work outside of the annual HVAC PM services agreement, Contractor will perform due diligence to ensure the price is determined by competitive price quotes. A detailed proposal must be submitted for consideration before any repair work is authorized outside of the annual HVAC PM services agreement; however, CSCF may, at its option, solicit additional competitive bids for any and all repair requirements arising outside of the Annual HVAC PM Services Agreement.
4. Contractor shall provide emergency and troubleshooting call coverage twenty-four hours per day, seven days per week, including holidays. Expectation is that after call is placed, Contractor's technician shall be on site within four (4) hours.
5. Actual material and labor costs are not covered for needed repairs arising from emergency and troubleshooting calls under the Annual HVAC PM services agreement hereunder.

- a) Contractor will provide CSCF a separate price quote for review to gain necessary approvals to proceed.
  - b) Contractor will be authorized to perform emergency response services using a separate purchase funded specifically for work outside of annual HVAC PM services agreement.
6. Leak tests shall be performed as required and any equipment observed to be found low of refrigerants shall be reported. Required work is not covered by preventative maintenance agreement. Straight time, Overtime, and Holiday labor rates shall apply and shall be invoiced separately.
7. Documentation shall be provided for all scheduled and unscheduled service work showing date, names of service technicians, equipment identification, and brief descriptions of work performed. Service report documentation shall be submitted to Buyer's designee, as soon as possible following service completion. Additionally, the service report shall be included with all invoices.

## 1.2 WARRANTY

Contractor shall fully guarantee all repair work for a period not less than one year. For new installations, Contractor shall additionally provide full manufacturer's warranty to CSCF.

## 1.3 PARTS AND SUPPLIES & MARK-UP COSTS

When the Contractor submits invoices under this Agreement, any mark-up costs against invoice pricing that the Contractor applies to actual incurred charges for any materials (parts and supplies) required, shall not exceed 30%. With each invoice, the Contractor shall submit supplemental documentation with the invoice for verification of parts and supplies.

## 1.4 SAFETY

The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the work listed under **ATTACHMENT A – STATEMENT OF WORK** as directed.

## 1.5 SUBCONTRACTORS

Subcontractors may only be added to this Agreement with PRIOR WRITTEN PERMISSION from CSCF only.

## 1.6 UNSATISFACTORY PERFORMANCE

All work shall be supervised by the Contractor's personnel, who will coordinate efforts with the CareerSource Central Florida Technical Representatives and/or Facility Manager. CareerSource Central Florida shall monitor the services provided, and if found to be unsatisfactory, rework shall be performed at no additional charge to CareerSource Central Florida. Contractor will not be compensated until the work is completed satisfactorily.

## 1.7 HOLIDAY SCHEDULE

For billing purposes, holiday payment rates will only be paid to the Contractor, if work is authorized and completed on the listed holidays as follows:

New Year's Day	Veteran's Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Day after Thanksgiving
Memorial Day	Independence Day	Christmas Day

## 1.8 EMPLOYEE GUIDELINES FOR AUTHORIZED PERSONNEL

While engaged in the performance of these services, only authorized employees of the Contractor are allowed at CSCF location where the work is being performed. During the performance of these services, Contractor's employees are not to be accompanied in the work area by acquaintances, family members, associates, or any other person(s) who are not a current, authorized employee(s) of the Contractor. CSCF reserves the right to remove any Contractor employee from its property for violations of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations.

**PAYMENT TERMS****HVAC PM SERVICES PLUS FIXED LABOR RATE FOR ANTICIPATED REPAIRS,  
BY LOCATION**

Contractor shall invoice CSCF, in accordance with the terms listed in this Attachment. Per this Agreement, total costs for services provided by the Contractor will not exceed **\$4,720.00**. Business-related travel expenditures, including mileage, hotel accommodations, food, and beverages are not reimbursable under this Contract, regardless of purpose.

Location	TERMS	PAYMENT AMOUNTS	
	PM Services (4 times per year)	Annual Rate	Quarterly Rate
Seminole County	Base Period (9-1-2020 thru 6-30-2021)	\$ 2,480.00	\$ 620.00
	Option Period 1 (7-1-2021 thru 6-30-2022)	\$ 2,600.00	\$ 650.00
	Option Period 2 (7-1-2022 thru 6-30-2023)	\$ 2,728.00	\$ 682.00

Location	TERMS	PAYMENT AMOUNTS	
	PM Services (4 times per year)	Annual Rate	Quarterly Rate
Southeast Orange County	Base Period (9-1-2020 thru 6-30-2021)	\$ 2,240.00	\$ 560.00
	Option Period 1 (7-1-2021 thru 6-30-2022)	\$ 2,352.00	\$ 588.00
	Option Period 2 (7-1-2022 thru 6-30-2023)	\$ 2,468.00	\$ 617.00

<b>TOTAL NOT-TO- EXCEED BUDGET (FOR BASE PERIOD)</b>	<b>\$ 4,720.00</b>
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**BILLING RATES FOR ADDITIONAL SERVICES OUTSIDE OF PM SERVICE  
(EMERGENCY & TROUBLESHOOTING SERVICES)**

For authorized additional troubleshooting and repair services, related to work outside of the HVAC PM agreement Contractor shall be billed for technician labor using hourly labor rates as specified below:

Technician Hourly Billing Rates	Regular Time	Overtime	Holiday
Base Period (9-1-2020 thru 6-30-2021)	\$86.00	\$86.00	\$86.00
Option Period 1 (7-1-2021 thru 6-30-2022)	\$90.00	\$90.00	\$90.00
Option Period 2 (7-1-2022 thru 6-30-2023)	\$94.00	\$94.00	\$94.00

In accordance with manufacturer price list clause within the statement of work, Contractor shall invoice price of materials eligible for payment hereunder via separate invoice line item. Mark-up on actual incurred cost for any materials (part and supplies) required shall not exceed 30%. Contractor shall provide all support documentation for all materials invoiced for any effort authorized by CSCF using billing rates within this agreement.

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

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## MECHANICAL AND CONTROL SYSTEM EQUIPMENT LISTING

Equipment List for Seminole County

TYPE/LOC	Location	Model	Serial Number	Belt
Carrier AHU	Above Ceiling	FB4CNF060	4513A86784	TBD
Carrier AHU	Above Ceiling	FB4CNF036	4113A70589	TBD
Carrier AHU	Above Ceiling	FB4CNF060	4313A85454	TBD
Mitsubishi FCU	IT Room	MS-A12WA	3001028	TBD
Payne AHU	Above Ceiling	PF4MNA030	3013A89878	TBD
Payne AHU	Above Ceiling	PF4MNA048	3013A89584	TBD
Payne AHU	Above Ceiling	PF4MNA048	3013A89572	TBD
Payne AHU	Above Ceiling	PF4MNA030	3013A87661	TBD
Payne CU	Back of Building	PA13NA048-E	1214X63043	TBD
Payne CU	Back of Building	PA13NA048-E	1214X63057	TBD
Payne CU	Back of Building	PA13NA030-B	0514X65015	TBD
Payne CU	Back of Building	PA13NA030-E	0614X65777	TBD
Payne CU	Back of Building	PA13NA060-E	0914X61182	TBD
Payne CU	Back of Building	PA13NA060-E	0914X61174	TBD
Mitsubishi CU	Back of Building	MU-A12WA	2001427T	TBD

<u>Filter Type</u>	<u>Description</u>	<u>QTY</u>
Pleated	20 x 20 x 1	20

Equipment List for Southeast Orange County

TYPE/LOC	Location	Model	Serial Number	Belt
Payne AHU	Above Ceiling	FB4CNP060	3516A82399	TBD
Payne AHU	Above Ceiling	FB4CNP060	3516A82170	TBD
Payne AHU	Above Ceiling	FB4CNP060	3516A82402	TBD
Payne AHU	Above Ceiling	FB4CNP060	3516A82180	TBD
Payne AHU	Above Ceiling	FB4CNP060	3516A82412	TBD
Payne AHU	Above Ceiling	FB4CNP060	3516A82415	TBD
Payne AHU	Above Ceiling	FB4CNP060	3516A82179	TBD
Payne AHU	Above Ceiling	FB4CNP060	3516A82169	TBD
Mitsubishi FCU	Server Room	PKA-A18HA6	5ZA06482A	TBD
Payne CU	Roof	PA14NC060	1916X68316	TBD
Payne CU	Roof	PA14NC060	1916X68366	TBD
Payne CU	Roof	PA14NC060	1916X68359	TBD
Payne CU	Roof	PA14NC060	1916X68362	TBD
Payne CU	Roof	PA14NC060	1916X63592	TBD
Payne CU	Roof	PA14NC060	1916X68317	TBD
Payne CU	Roof	PA14NC060	1916X68331	TBD
Payne CU	Roof	PA14NC060	1916X68288	TBD

<u>Filter Type</u>	<u>Description</u>	<u>QTY</u>
Pleated	19 7/8 x 21 1/2 x 1	8

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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.

### **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**

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

## **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 the CareerSource Central Florida Consortium of Elected Officials, 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.