

**PRIMARY VENDOR OF CHOICE AGREEMENT**

**FOR ROUTINE HANDYMAN SERVICES**

**AGREEMENT #: FAC HM 18-19-025**

**BETWEEN**



**AND**

**INTERSTRUCT, INCORPORATED**

**CONTRACT PERIOD FOR ROUTINE HANDYMAN SERVICES**

**September 1, 2018 – JUNE 30, 2021**

**VENDOR: INTERSTUCT INC.  
121 S. Orange Avenue, Suite 820 N  
Orlando, FL 32801**

# TABLE OF CONTENTS

	<u>PAGE</u>
Agreement and Signatures .....	3
<u>Attachments:</u>	
A. Statement of Work.....	4
1. Services and Activities.....	7
2. Reports and Evaluation .....	7
3. Recordkeeping.....	7
4. Insurance.....	7
5. Confidentiality .....	7
B. Payment Terms .....	9
1. Compensation & Time Period .....	9
2. Modification of Terms.....	9
3. Conditions of Payment/Performance Standards ...	9
4. Method & Time of Payment .	9
5. De-obligation/Cancellation ..	9
C. Payment Billing Rates .....	10
D. Signatory Authority.....	11
E. Vendor General Provisions, Certifications and Assurances.....	12
1. Certification Regarding Debarment, Suspension and Other Matters .....	12
2. Lobbying Certification .....	12
3. Non-discrimination and Equal Opportunity Provisions.....	13
4. Worker's Compensation Release.....	13
5. Cost Analysis Certification ...	14
6. Access to Records.....	14
7. Office of Management and Budget (OMB Circulars).....	14
8. Record Retention.....	14
9. Provision Against Assignment.....	14
10. Davis Bacon Act.....	14
11. Construction or Renovation .....	14
12. Americans with Disabilities Act.....	15
13. Executive Order 11246.....	15
14. Conflict of Interest/Standards of Conduct..	15
15. Clean Air/ Clean Water Act/Solid Waste Disposal .	15
16. Energy Efficiency... ..	15
17. Environmental Standards.....	15
18. Integrity .....	16
19. Public Announcements and Advertising .....	16
20. Modifications.....	16
21. Termination for Default/Convenience.....	16
22. Compliance with TANF.....	17
23. Rights to Data/ Copyrights and Patents .....	17
24. Public Entity Crimes.....	17
25. The Pro-Children Act ...	17

REGION 12 CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.  
d/b/a CAREERSOURCE CENTRAL FLORIDA  
390 North Orange Avenue, Suite 700 • Orlando, FL 32801

**VENDOR OF CHOICE AGREEMENT FOR ROUTINE HANDYMAN SERVICES**

This Vendor of Choice Agreement is between the Central Florida Regional Workforce Development Board, Inc., hereinafter referred to as "CareerSource Central Florida", whose address is 390 North Orange Avenue, Suite 700, Orlando, FL 32801, and Interstruct Inc. hereinafter referred to as "Vendor or Contractor", whose address is 121 S. Orange Avenue, Orlando, FL 32801.

This Agreement shall take effect upon execution to allow performance of routine handyman services on an "as needed" by selected Primary Vendor of Choice Contractor. The Agreement shall commence on September 1, 2018 and expire on June 30, 2021. All services must be delivered during this period to qualify as part of this Agreement. Through this Agreement Contractor shall provide services for CareerSource Central Florida as described in the attached Statement of Work when duly authorized by a CareerSource Central Florida purchase order.

In return, CareerSource Central Florida shall compensate Primary Vendor of Choice Contractor under this Agreement, for as needed routine handyman services rendered during the period outlined in this Agreement, in accordance billing rates identified herein and contract value stated within CareerSource Central Florida authorizing purchase orders. There is no contract value associated with 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 - Region 12  
d/b/a CareerSource Central Florida

By: \_\_\_\_\_



Signature  
Pamela J. Nabors

Typed Name  
President and CEO

Title  
8-27-18  
Date

**Approved by:**

Interstruct Inc.

By: \_\_\_\_\_



Signature  
Richard Monroe

Typed Name  
Member

Title  
AUG 24, 2018  
Date

## STATEMENT OF WORK

### 1. SERVICE AND ACTIVITIES

This section is part of the Agreement between CareerSource Central Florida and Vendor and establishes the understanding that the services to be performed by Vendor shall be in accordance hereto.

#### 1.0.1 SCOPE OF WORK: Services shall be performed at the CareerSource Central Florida career centers and administrative office locations indicated below:

<b>Seminole County:</b>	1209 W. Airport Blvd., Sanford, FL 32773
<b>Osceola County:</b>	1392 E. Vine Street, Kissimmee, Florida 34744
<b>Lake/ Sumter County:</b>	1415 S. 14th Street, Suite 101, Leesburg, Florida 34748
<b>Southeast Orange County:</b>	5784 S. Semoran, Orlando, Florida 32822
<b>West Orange County:</b>	609 N. Powers Drive, Suite 340, Orlando, Florida 32818
<b>Administrative Office:</b>	390 N. Orange Avenue, Suite 700, Orlando, Florida 32801

CareerSource Central Florida reserved the right to move or cancel services at a given location upon lease termination. If service will be moved Contractor may be given an opportunity to submit a quote to provide needed services at location where services are transferring.

Contractor shall coordinate with the CareerSource Central Florida Facilities Manager and property managers at Administrative Office (Bank of America) location to complete necessary paperwork to gain authorization for entry to facility to perform work under this Agreement. If Contractor is unsuccessful in gaining necessary clearances; services hereunder may not be performed. Contractor may not bill administrative costs associated with effort expended in coordinating to gain clearances.

The Facilities Manager shall be the Technical Representative(s) and the point of contact regarding services to be performed, supplies needed and submission of the self-reporting forms, and invoicing. The Purchasing and Contracts Manager shall be the Contractual Representative and the point of contact for all contractual matters hereunder.

For scope of work under this Agreement, Contractor shall be paid in accordance with ATTACHMENT - C entitled PAYMENT BILLING RATES FOR HANDYMAN SERVICES.

#### 1.0.2 SCOPE OF SERVICES DETAILS:

Handyman contractor services under this Agreement shall be performed on an as-needed basis using a Time and Material (T&M) contract structure and authorize by detailed work orders. Contractor shall provide tools, transportation and minor materials such as tape, glue, cleaner, wire nuts etc. to complete work when authorized by a CareerSource Central Florida work order. CareerSource Central Florida will supply carpet and floor tiles from remaining inventory until inventory is exhausted; contractor

may be responsible for pickup and delivery of material. All material supplied by Contractor shall be billed in accordance with provisions of section 1.0.4.

Contractor must be properly licensed and bonded to do business within counties of Orange, Seminole, Osceola, Lake and Sumter. Contractor shall have a person available at all times, on an as needed basis, to address any problem or complaints, including emergency calls. Successful Contractor must be available within 2-hours of placing service call for all emergency calls, including non-regular service hours. Non-emergency calls shall require a (no more than) 3-day response time. All work shall be completed in a timely manner.

A handyman is a highly skilled craftsman who specializes in carrying out various odd jobs. A handyman apprentice helper assists the handyman in carrying out various odd jobs when job requires two people. The tradename "handyman" refer to a repairperson and is not specific to be gender. Handyman shall assume responsibility for recognizing when a job is above handyman skill level requiring the expertise of electrician, plumber, carpenter, heating, air-conditioning and refrigeration mechanic or installer. Under this Agreement the handyman will typically perform duties detailed below on an as needed basis.

- Maintain and repair water fountains, refrigerators, and temporary mobile AC units
- Maintain property and performing minor renovations
- Inspect and diagnose problems and figure out the best way to correct them
- Perform routine preventative maintenance to ensure that machines continue to run smoothly
- Assemble and set up machinery or equipment
- Plan repair work using blueprints or diagrams
- Do general cleaning and upkeep of building and properties
- Meet with CareerSource Central Florida designee to estimate repairs and cost
- Keep detailed records of all work performed under CareerSource Central Florida work orders

### Indoors

A handyman provides numerous services indoors in a variety of areas, including general maintenance, carpentry, masonry and renovations. For example, a handyman may repair drywall, replace doorframes, adjust door hinges, replace restroom stall doors, replace windows, replace ceiling tiles, clean front windows/ glass doors, install pictures/ corkboards/ whiteboards, replace damaged electrical wall plates, touch-up or paint whole surfaces or fix broken floor tile or replace carpet tiles etc. Additionally, handyman might cut and lay new tile (ceramic & Carpet), install other flooring, put up new drywall or even frame whole rooms.

**Outdoors**

Handymen also provide upkeep and maintenance to outdoor areas such as parking lots, landscapes, walkways, and exterior buildings. For example, a handyman may clean a building exterior and gutters including clean front windows. Additionally, he might fix cracks in concrete sidewalks, replace mortar on brick or paint whole buildings.

- 1.0.3 **PERMITS:** Contractor shall be responsible for attaining permits for any work which requires permits. CareerSource Central Florida will reimburse the Contractor 100% of the cost of the permits only. No administrative fee is allowed to be assessed to the cost of permits.
- 1.0.4 **MANUFACTURER PRICE LISTS:** When Contractor submits invoices hereunder, the mark-up against invoice pricing that Contractor will apply to actual incurred charges for any materials (parts and supplies) required hereunder the scope of Agreement shall not exceed 25%. With each payment invoice, Contractor shall submit documentation verifying the referenced invoice for parts and supplies.
- 1.0.5 **EMPLOYEE GUIDELINES FOR AUTHORIZED PERSONNEL:** While engaged in the performance of these services, only authorized employees of the Contractor are allowed at the CareerSource Central Florida location where the work is being performed. During the performance of these services, the Contractor 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. CareerSource reserves the right to remove any employee from its property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations.
- Contractor shall ensure that all personnel are skilled and qualified to perform the services as requested.
  - All assigned workers must be properly identified, at all times while performing work, as employees of the Contractor.
- 1.0.6 **COMPLIANCE:** The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.
- 1.0.7 **SAFETY:** The Contractor and any persons employed by Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the work listed under the "Scope of Work" as directed.
- 1.0.8 **UNSATISFACTORY PERFORMANCE:** All work shall be supervised by the Contractor's personnel who will co-ordinate efforts with the CareerSource Central Florida Technical Representatives, Facilities Manager. CareerSource Central Florida shall monitor the services provided and if found to be unsatisfactory; rework shall be performed at no additional charge to the CareerSource Central Florida. Contractor will not be compensated until the work is completed satisfactorily.

**1.0.9 WORK HOURS:**

Regular business hours are from 7:00 am to 5:00 pm, Monday through Friday (excluding weekends and holidays). Non-Regular hours consist of hours outside of CareerSource Central Florida's regular business hours, weekends and holidays. Overtime pay will be allowed, only upon approval of the Facilities Manager or designee in advance of work. All approved overtime work must be based on the rate stated herein for the tradesman performing service.

All work shall be scheduled at the convenience of CareerSource Central Florida as not to interfere with business operations. Man hours paid under this Agreement shall be only for productive hours beginning and ending at the job site. Response time shall be as follows:

**1.0.10 MULTIPLE AWARDS**

CareerSource Central Florida may award up to three vendors (primary, secondary, tertiary), as available, either in part or in its entirety. CareerSource Central Florida will endeavor to utilize vendors in order of award. However, CareerSource Central Florida may utilize other vendors in the event that: 1) contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest if CareerSource Central Florida to do so regardless of reason.

**1.0.11 FACILITY CLOSURE DAYS**

The following schedule identifies designated wherein CareerSource Central Florida facilities are closed.

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

**1.0.12 HOLIDAY SCHEDULE**

For billing purposes holiday payment rates will only be paid to contractor for the following five holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

**1.0.13 SUBCONTRACTORS**

Subcontractors may only be added to this Agreement during the contract period with PRIOR WRITTEN PERMISSION from CareerSource Central Florida.

2. **REPORTS AND EVALUATION:** CareerSource Central Florida will issue a yearly report based on check list which will be the instrument to determine whether the Agreement will be renewed or extended, if applicable.
3. **RECORDKEEPING:** Vendor must maintain records in sufficient detail to demonstrate compliance with the relevant contractual criteria related to the services as contained in this Agreement.

All records will be made available to CareerSource Central Florida, state and federal officials, and auditors. Records will be retained for a period of three years following the date of final report for this Agreement or until all audit questions and concerns have been resolved, whichever is later.

4. **INSURANCE:** Vendor must carry commercial liability insurance of \$1 million or more. Also, Contractor will provide CareerSource Central Florida with proof of insurance every six months after the contract execution date until the end of the contract period.
5. **CONFIDENTIALITY:** Confidential information encountered during the course of the Agreement shall not be disclosed to any individual or to any parties who are not authorized to receive such information.



**PAYMENT TERMS**

1. **COMPENSATION AND TIME PERIOD:** This is a Vendor of Choice Agreement in which CareerSource Central Florida will pay Vendor, for as needed routine handyman services rendered during the period outlined in this Agreement, in accordance billing rates identified herein and contract value stated within CareerSource Central Florida authorizing purchase orders. There is no contract value associated with this Agreement.
2. **MODIFICATION OF TERMS:** The terms of this Agreement, including total compensation, may be modified by mutual consent of both parties, if agreed-upon services, funding availability, or circumstances warrant change. Refer to General Provisions and Assurances, Attachment E.
3. **CONDITIONS OF PAYMENT/PERFORMANCE STANDARDS:** It is understood and agreed by both CareerSource Central Florida and Contractor that payment is for costs associated with routine handyman services performed in accordance with services outlined in this Agreement.
4. **METHOD AND TIME OF PAYMENT:** For approved purchase order issued incorporating rates established herein, Contractor will be paid by check for the total allowable payment for services rendered upon receipt of proper, verified invoices. Invoices will be paid promptly provided the invoice is correct, sufficient, verifiable documentation is attached, and all costs are allowable based on the negotiated terms.

For approved purchase order issued incorporating billing rates established herein, Contractor shall invoice CareerSource Central Florida for services rendered by project associated to authorizing purchase order and date services were performed. Invoices shall be transmitted electronically by email to [accountspayable@careersourcecf.com](mailto:accountspayable@careersourcecf.com). Services hereunder shall be invoiced at project completion using the mutually agreed upon service billing rate by service task identified in Attachment C.

5. **CANCELLATION/DEOBLIGATION:** Contractor is expected to meet the terms and conditions specified in this Agreement and to provide those services contained in the Statement of Work. CareerSource Central Florida will monitor these items and will terminate this Agreement if Contractor fails to provide the requested services and performance. If this Agreement is terminated, the Agreement will be cancelled/ de-obligated and awarded to an alternate provider or retained by CareerSource Central Florida.

**PAYMENT BILLING RATES FOR ROUTINE HANDYMAN SERVICES**

Contractor shall invoice CareerSource Central Florida, in accordance with billing rates set forth herein, for approved work authorized by CareerSource Central Florida purchase order and performed under following conditions: Regular & Non-Regular business hours, and Emergency Service Calls. Billing rates stated herein are all inclusive; therefore, travel expenditure and travel mileage are not applicable for reimbursement. During term of this Agreement, Contractor shall invoice and shall be paid in accordance with hourly labor billing rates and special conditions for materials payment stated below:

<b>Regular Business Hourly Labor Billing Rate</b>	<b>Per Hour (Handyman Contractor)</b>	<b>Per Hour (Apprentice Helper)</b>
Base Year (9-1-2018 thru 6-30-2019)	\$125.00	\$75.00
Option period - 1 (7-1-2019 thru 6-30-2020)	\$130.00	\$79.00
Option period - 2 (7-1-2020 thru 6-30-2021)	\$135.00	\$83.00

<b>Non- Regular Business Hourly Labor Billing Rate (Weekends and Holidays)</b>	<b>Per Hour (Handyman Contractor)</b>	<b>Per Hour (Apprentice Helper)</b>
Base Year (9-1-2018 thru 6-30-2019)	\$175.00	\$105.00
Option period - 1 (7-1-2019 thru 6-30-2020)	\$182.00	\$111.00
Option period - 2 (7-1-2020 thru 6-30-2021)	\$190.00	\$116.00

<b>Non- Regular Business Hourly Labor Billing Rate (Overtime)</b>	<b>Per Hour (Handyman Contractor)</b>	<b>Per Hour (Apprentice Helper)</b>
Base Year (9-1-2018 thru 6-30-2019)	\$187.00	\$112.00
Option period - 1 (7-1-2019 thru 6-30-2020)	\$195.00	\$118.00
Option period - 2 (7-1-2020 thru 6-30-2021)	\$200.00	\$124.00

<b>Billing Rate for Emergency Service Call for All Service Locations</b>	
Rate per occurrence for response within 2 hours of call	\$175.00

In accordance with special condition 1.0.4, contained in Statement of Work, Contractor shall invoice price of materials eligible for payment hereunder via separate invoice line item. Contractor shall provide all support documentation for all materials invoiced for any effort authorized under this Agreement.

**PAYMENT TERMS: Net 15 Day, 30 Days MAX**

DESIGNATION OF CONTRACT PERSONNEL

CareerSource Central Florida has authorized the following personnel to administer this Agreement and give direction to the Vendor:

Name: Darlene Davis  
Title: Manager of Facilities  
Address: 309 North Orange Avenue, Suite 700, Orlando, FL 32801

Darlene Davis shall perform as contract technical monitor and shall give technical direction hereunder. Ms. Davis shall be contacted for all technical matters relating to Facilities effort under this Agreement and may be reached by telephone at 407-531-1222, ext. # 2013.

Name: William Warren  
Title: Contract Management Specialist  
Address: 309 North Orange Avenue, Suite 700, Orlando, FL 32801

William Warren shall perform as the contractual administrator for this Agreement. Mr. Warren shall be contacted for all contractual matters relating to this Agreement and may be reached by telephone at 407-531-1222, ext. # 2088.

Designated by: Pamela Nabors  
Title: President/CEO  
Date: August 14, 2018

Vendor has authorized the following personnel as the official contact person to accept direction from below named personnel and respond on our behalf:

Name: Marc Finney  
Title: Director of Service  
Email: [mfinney@interstructinc.com](mailto:mfinney@interstructinc.com)  
Telephone Number: 407-849-0025

Designated by Richard Monroe  
Title: Member  
Date: July 27, 2018

**VENDOR GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES**

CareerSource Central Florida will not award a contract where Vendor has failed to accept the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this section. In performing its responsibilities under this Cost Reimbursable Agreement, Vendor hereby certifies and assures that it will fully comply with the following:

By signing the Agreement, Vendor is providing the assurances and certifications as detailed below:

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

The prospective Vendor certifies to the best of its knowledge and belief, that it and its principals are: not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal 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;

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 (A) (2) of this certification; and,

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

**II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93).**

Vendor 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 employees of Congress, or 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S.C. 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:

1. 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;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

**IV. WORKER'S COMPENSATION RELEASE.**

The undersigned hereby agrees that all employees or subcontractors hired by the undersigned to work on any project involving the CareerSource Central Florida shall be covered by Worker's Compensation in accordance with the laws of the State of Florida as same may exist from time to time.

**V. COST ANALYSIS CERTIFICATION.**

That the cost data presented on line-item budgets or bids related to this Agreement were accurate, complete and current at the time of modified Agreement on price. I understand that negotiating this award, or modification, based on this data provides CareerSource Central Florida the right to a price adjustment to exclude any significant sum by which the price was increased because I had knowingly submitted data that were not accurate, complete or current as certified.

**VI. ACCESS TO RECORDS**

Access by CareerSource 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 Vendor 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 Vendor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

**VII. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS**

Vendor 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.

**VIII. RECORD RETENTION**

Vendor will retain records as required and will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the Contract; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

**IX. PROVISION AGAINST ASSIGNMENT**

Vendor 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 Vendor from this modified agreement.

**X. DAVIS-BACON ACT**

Vendor 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 (29CFR, part 3), and the Contract Work Hours and Safety Standards Act (40U. S. C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

**XI. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS**

Vendor 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.

**XII. WITH DISABILITIES ACT**

Vendor will comply with the American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; 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

**XIII. EXECUTIVE ORDER 11246**

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Vendor and Subvendors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Vendor/Subvendor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

**XIV. CONFLICT OF INTEREST/STANDARDS OF CONDUCT**

Vendor 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.

**XV. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT**

The Vendor, 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). Vendor shall report any violations of the above to the Board. The Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

**XVI. ENERGY EFFICIENCY**

Vendor 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).

**XVII. ENVIRONMENTAL STANDARDS**

Vendor 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 (EO 11514; (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).

**XVIII. INTEGRITY**

Vendor 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, Vendor must, prior to execution, complete the Certification Regarding Lobbying Form.

**XIX. 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 Vendors 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.

**XX. MODIFICATIONS**

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstance 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.

**XXI. 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.
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. Vendor fails to provide any of the services it has contracted to provide; or
  - b. Vendor fails to comply with the provisions of this modified agreement; or
  - c. Such termination is in the best interest of the BOARD.
4. Written notification of termination must be by registered mail, return receipt requested.

If Vendor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource 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, Vendor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Vendor, including court costs and attorney fees, when cause is attributable to the Vendor.

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

#### **XXII. COMPLIANCE WITH TANF**

Vendor 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.

#### **XXIII. 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.

Vendor 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. Vendor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

#### **XXIV. PUBLIC ENTITY CRIMES**

Vendor shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.0t7, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **XXV. THE PRO-CHILDREN ACT**

Vendor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) L03-277, the Contract shall not permit smoking in any portion of any indoor facility used for

the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.