

**VENDOR AGREEMENT
FOR JANITORIAL SERVICES**

AGREEMENT #: FAC JS 18-19-021

BETWEEN



AND

DAZSER-ORL CORPORATION D/B/A JANI-KING OF ORLANDO

CONTRACT PERIOD FOR JANITORIAL SERVICES

July 1, 2018 – JUNE 30, 2019

**VENDOR: JANI-KING OF ORLANDO
1801 Sandy Creek Lane, Suite #200
Orlando, FL 32826**

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AGREEMENT #: FAC JS 18-19-021

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 AGREEMENT FOR JANITOR SERVICES

This Agreement is between the Central Florida Regional Workforce Development Board, Inc., hereinafter referred to as "CareerSource Central Florida or CSCF", whose address is 390 North Orange Avenue, Suite 700, Orlando, FL 32801, and DAZSER-ORL Corporation d/b/a Jani-King of Orlando hereinafter referred to as "Vendor or Contractor", whose address is 1801 Sandy Creek Lane, Suite #200, Orlando, FL 32826.

This Agreement shall take effect upon execution to allow performance of janitorial cleaning services. The Agreement shall commence on July 1, 2018 and expires on June 30, 2019. All Services must be delivered during this period to qualify as part of this Agreement. Through this Agreement Contractor shall provide services for CSCF as described in the attached Statement of Work.

This Agreement shall contain exercisable fixed-priced options for one additional 1-year terms pursuant to the price to which the Contractor responded. CSCF may extend the term of this contract by written notice to the Contractor within option periods of July 1, 2019 through June 30, 2020; provided that the CSCF gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit CSCF to an extension. If the CareerSource exercises this option, the extended contract shall be considered to include this option clause. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

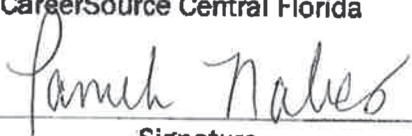
In return, CSCF shall compensate Contractor for services rendered in an amount not to exceed \$81,720.00 (which is based on monthly billing rate of \$6,810.00 per month for Services during the first year), in accordance with the Payment Terms of this Agreement, unless otherwise modified by mutual consent of both parties.

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 Nabors

Typed Name
President and CEO

Title

Date

6-25-18

Approved by:

DAZSER-ORL Corporation
d/b/a Jani-king of Orlando

By:



Signature
John Anderson

Typed Name
Regional Director

Title

Date

6/25/18

STATEMENT OF WORK

1 SERVICE AND ACTIVITIES

This section is part of the Agreement between CSCF and Contractor and establishes the understanding that the services to be performed by Contractor shall be in accordance hereto.

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

Seminole County:	1209 West Airport Blvd., Sanford, FL 32773
Osceola County:	1392 East Vine Street, Kissimmee, Florida 34744
Lake/ Sumter County:	1415 South 14th Street, Suite 101, Leesburg, Florida 34748
Southeast Orange County:	5784 South Semoran, Orlando, Florida 32822
West Orange County:	609 North Powers Drive, Suite 340, Orlando, Florida 32818

CSCF 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.

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

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

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

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

NIGHTLY CLEANING TASKS	
Entrance area and entrance mats shall be cleaned.	
All trash receptacles shall be emptied and returned to their proper location with customer furnished liners.	
All trash shall be removed to dumpster.	
All telephones shall be dusted clean.	
Glass doors in entrance area shall be cleaned and wiped on both sides.	
Dust desk tops, tables, counters, filing cabinets and other office equipment.	
Conference room and common area tables shall be wiped clean and chairs properly arranged.	
All traffic areas of carpeting shall be vacuumed thoroughly.	
Drinking fountains shall be sanitized and polished.	
Dust mop and/or sweep all corners and edges of hard surface floors, including VCT flooring.	
Thoroughly damp mop all hard surface floors, including VCT flooring, using care to ensure that corners and edges are not missed.	

Spot clean partition glass, when needed.
Dust ceiling corners and remove cobwebs.
Ensure stairwells are free of debris and wipe clean all handrails.
Replace toilet seat(s), when authorized by CSCF, at additional 1-hour minimum charge of \$20.50
WEEKLY CLEANING TASKS
Sanitized all telephones with approved disinfectant.
Dust all vertical surfaces of desks, (including areas behind computers, monitors and their bases, as well as, the area beneath any movable object on desks), tables, counters, filing cabinets, and other office equipment.
All carpet, including edges, corners and underneath the furniture shall be detail vacuumed.
Perform spot cleaning of carpets as required each Friday.
Sweep all landings and steps clean and spot mop, when needed.
Dust clean all windowsills and remove buildup of dirt in corners.
Dust clean all picture frames.
All baseboards and low vents shall be dusted clean.
Inspect inventory of furnished supplies and report to CSCF when levels are low.
MONTHLY CLEANING TASKS
Light switches and doorframes shall be spot cleaned.
Vertical and venetian blinds shall be dusted.
HVAC vents and louvers high surface areas shall be dusted.
Upholstered furniture shall be vacuum using proper attachment.
All telephones shall be damp wiped with a disinfectant solution.
Perform cleaning of windows including both internal and external glass surfaces

Area: Rest Rooms

NIGHTLY CLEANING TASKS
All soap, towels, toilet seat cover and hand soap dispensers shall be refilled with customer furnished stock and the front of dispensers shall be wiped clean. Additionally, each toilet stall shall have a minimum of one complete roll of toilet tissue.
Sanitary napkin receptacles shall be emptied, disinfected and restocked with clean liners from customer furnished stock. (If Applicable)
All trash receptacles shall be emptied and wiped clean, when needed.
Tile floors shall be thoroughly swept clean.
Toilets, toilet seats and urinals interiors shall be brushed using a germicidal disinfectant cleaner. Exterior shall be wiped clean using a germicidal disinfectant and all chrome shall be polished.
All toilet partitions shall be wiped clean, including the tops of partitions.
Clean sinks, as well as, wipe sink traps, counters and ledges; polish chrome fixtures.
Remove splash marks from walls around sinks.
Clean and polish mirrors.
Restroom floors shall be wet mopped with disinfectant and water shall be poured down drains to eliminate odors.
Inspect urinal mats to determine if change out of worn mats are required.
MONTHLY CLEANING TASKS
Change out urinal mats no less than once monthly.

Area: Kitchen and Break Rooms

NIGHTLY CLEANING TASKS
Wipe, clean and disinfect all countertops, sinks and exterior of cabinets.
Wipe and clean all tables and chairs ensuring that all chairs are properly arranged.
Wipe clean interior and exterior of microwave and exterior of other appliances.
All trash receptacles shall be emptied and trash shall be removed to dumpster. Trash cans and lids shall be wiped clean.

Sanitize and polish drinking fountain. (If Applicable)
All corners and edges of hard surface floors shall be dust mopped or swept.
Hard surface floors shall be damp mopped using care to ensure that corners and edges are not missed.

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

ADDITIONAL CLEANING SERVICES DESCRIPTION - EMERGENCY RESPONSE

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

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

Area: Rest Rooms

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

Area: Kitchen and Break Rooms

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

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

1.0.2 **PERSONNEL**: Contractor shall only assign employees who have passed a criminal background check to perform work under this contract. Contractor personnel must be at least eighteen years of age. Contractor shall provide information on the make, model, color and tag number of vehicle(s) used by Contractor employee(s) when performing services under this contract.

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 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.

All Contractor personnel must wear a company issued uniform at all times while on CSCF property, clearly identifying themselves as employees of the Contractor. Failure to do so will result in the immediate removal of said personnel from CSCF property.

Upon the request of CSCF, Contractor shall replace any individual from its own workforce who in the judgment of CSCF may be deemed undesirable. The CSCF Facilities Manager will handle all request of this nature, verbally or in writing. However, CSCF does reserve the right to immediately remove from the job site any person felt to be an immediate safety risk. CSCF further requests that Contractor provide prior notice to the CSCF Facilities Manager before making changes to assigned personnel to facilitate smooth transitioning.

1.0.3 **SITE ACCESS CONDITIONS**: CSCF shall provide access to the Facility as necessary to perform the Services. Access shall be subject to Contractor 's obligation to comply with the following conditions:

- a) Contractor shall confine its activities to only those portions of the Facility necessary for performance of Services hereunder.
- b) Contractor shall take all measures reasonably necessary to protect CSCF, its permittees and licensees and the property of each, from injury or damage caused by or resulting from injury or damage caused by or resulting from the performance of services. Contractor shall follow any and all safety and security procedures established by CSCF for the facility. In the event of a security emergency, CSCF may deny Contractor access to a Facility or request that Contractor leave the Facility.
- c) Contractor shall maintain all required insurance coverage's set forth in Section 4 at all times during the term of this contract.
- d) Contractor's performance of Service shall not interfere with the use, occupancy or enjoyment of the Facility by CSCF.
- e) No work or activity performed as part of the Services shall cause CSCF to be in violation of any requirement of law nor shall the Contractor or any agent, employee or representative violate any federal, state or local laws while performing Services.
- f) All Services shall be performed in a manner that will not damage the Facility and Contractor shall promptly notify CSCF and shall be responsible for the cost of repairing any such damage should it occur.

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

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

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

1.0.5 **HOLIDAY SCHEDULE:**

The following schedule identifies designated CSCF holidays and shall be the holiday schedule observed under this Agreement:

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

- 2 **REPORTS AND EVALUATION:** CSCF will issue a yearly report based on checklist, which will be the instrument to determine whether the contract will be renewed or extended.
- 3 **RECORDKEEPING:** Contractor 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 CSCF, state and federal officials, and auditors. Records will be retained for a period of three years following the date of final report for this contractor until all audit questions and concerns have been resolved, whichever is later.

- 4 **INSURANCE:** Contractor must carry commercial liability insurance of \$1 million or more. In addition, Contractor shall provide CSCF 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 contract 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 an Agreement in which CSCF will reimburse Contractor for Services provided during the period outlined in this contract in an amount not to exceed \$81,720.00 (which is based on monthly billing rate of \$6,810.00 per month for Services during the first year), when submitted to CSCF.
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 CSCF and Contractor that payment is for costs associated with Services performed in accordance with those outlined in this Agreement.
4. **METHOD AND TIME OF PAYMENT:** Contractor will be paid by ACH deposit for the total allowable cost incurred 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. Payments will be made to the Contractor and Contractor shall assume responsibility for paying its personnel. Schedule

Contractor shall invoice CSCF for services rendered by building location address and date service was provided. Invoices shall be transmitted electronically by email to accountspayable@careersourcecf.com. Services shall be invoiced monthly using the mutually agreed upon monthly service billing rate by service location.

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. CSCF will monitor these items and will terminate this contract if Contractor fails to provide the requested Services and performance. If this contract is terminated, the contract will be cancelled/de-obligated and awarded to an alternate provider or retained by CSCF.

BUDGET FOR JANITORIAL SERVICES

Contractor shall invoice CSCF and be paid, in accordance with billing rates set forth herein, for janitorial services and other approved work authorized by CSCF during term of this Agreement. Below rates are applicable for monthly janitorial services, including window during period of July 1, 2018 thru June 30, 2019:

BASIC	PAYMENT AMOUNTS	
	Per Annum	Monthly
Seminole County	\$13,596.00	\$1,133.00
Osceola County	\$27,780.00	\$2,315.00
Lake/ Sumter County	\$11,016.00	\$918.00
Southeast Orange County	\$16,560.00	\$1,380.00
West Orange County	\$12,768.00	\$1,064.00
TOTALS	\$81,720.00	\$6,810.00

During option year-one (1) contract period of July 1, 2019 thru June 30, 2020, the billing rates are established accordingly for monthly janitorial services and window cleaning:

OPTION YR 1	PAYMENT AMOUNTS	
	Per Annum	Monthly
Seminole County	\$13,596.00	\$1,133.00
Osceola County	\$27,780.00	\$2,315.00
Lake/ Sumter County	\$11,016.00	\$918.00
Southeast Orange County	\$16,560.00	\$1,380.00
West Orange County	\$12,768.00	\$1,064.00
TOTALS	\$81,720.00	\$6,810.00

"AS NEEDED" MISCELLANEOUS SERVICES BILLING RATES

Contractor shall invoice for miscellaneous services using the billing rate stated below, once service has been duly authorized by separate CSCF purchase order. Citing billing rates herein is intended to establish pre-negotiated billing rates for "as needed" services throughout the performance period of this contract. As needed miscellaneous services shall include pressure washing of exterior walls and upholstery cleaning (cubicles panels, chairs etc.) and be invoiced in accordance with following billing rates:

Service Description	Hourly Billing Rate
Pressure Washing Exterior Walls	\$17.00
Upholstery Cleaning	\$17.00

“AS NEEDED” CARPET SPOT CLEANING SERVICES BY LOCATION

Contractor shall invoice for carpet spot cleaning services using the billing rate stated below, once service has been duly authorized by separate CSCF purchase order. Citing billing rates herein is intended to establish pre-negotiated billing rates for “as needed” services throughout the performance period of this contract. As needed carpet spot cleaning services shall be invoiced on a per request basis in accordance will billing rates below:

Service Location	Bill Rate per Request
Seminole County	\$17.50
Osceola County	\$35.00
Lake/Sumter County	\$17.50
Southeast Orange County	\$15.00
West Orange County	\$22.00

EMERGENCY RESPONSE SERVICES - ADDITIONAL JANITORIAL SERVICES

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

EMERGENCY SERVICE CALL CHARGES

Additional Janitorial Service Calls for All Service Locations	Service Call Charge per Occurrence
Rate for response to service call within 2 hours of call	\$115.00*
Rate for response to service call within 4 hours of call	\$100.00*
*plus 1-hour minimum hourly bill rate of \$20.50 per hour.	

EMERGENCY ADDITIONAL JANITORIAL SERVICES PER OCCURRENCE

Task Description	Hourly Billing Rate
Biohazard cleaning and disposal	\$20.50
Adjusting and replacement of toilet seats	\$20.50**
Unclogging of toilet(s), Urinal(s), and sink(s) plus clean-up of any overflows in restrooms	\$20.50
Cleaning up overflows from sink(s), water cooler(s) and etc. in kitchen and breakrooms.	\$20.50
**Contractor may perform service during nightly service for 1-hour minimum of \$20.50 per hour; however, Contractor will be authorized using a separate PO.	

DESIGNATION OF CONTRACT PERSONNEL

Workforce Central Florida has authorized the following personnel to administer this contract and give direction to the Contractor:

Name: Darlene Davis
Title: Facilities Manager
Address: 390 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 this contract and may be reached by telephone at 407-531-1222, ext. # 2013.

Name: William Warren
Title: Contract Management Specialist
Address: 390 North Orange Avenue, Suite 700, Orlando, FL 32801

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

Designated by: Pamela Nabors
Title: President and CEO
Date: June 7, 2018

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

Name: John Anderson
Title: Regional Director
Email: director.ori@dazser.com
Telephone Number: (407) 275-2313

Designated by John Anderson
Title: Regional Director
Date: June 7, 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 Reimbursement 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 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 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 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. AMERICANS 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.