

VENDOR CONTRACTOR AGREEMENT NO. PY24-CSCF-ASTRON

**BY AND BETWEEN
CAREERSOURCE CENTRAL
FLORIDA
390 North Orange Ave. Suite 700, Orlando,
FL 32801 AND
ASTRON SOLUTIONS, LLC
505 8th Avenue, Suite 2200 New
York, NY 10018**

Central Florida Regional Workforce Development Board, Inc. hereinafter referred to as "CareerSource Central Florida" desires to enter into this Vendor Contractor Agreement (Agreement) with Astron Solutions, LLC (Contractor) providing among other things for Contractor's services to CareerSource Central Florida. In consideration of the mutual covenant and agreement expressed herein, CareerSource and Contractor hereby agree as follows.

1. TERM

The term of this Agreement shall commence on 12/15/2023 and shall end on 6/30/2024 subject to the provisions outlined in this Agreement. However, Contractor shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits and reporting as applicable. CareerSource Central Florida reserves the right to negotiate for continued services with Contractor for an additional twelve-month period, renewable on an annual basis through 6/30/2026 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 be continued.

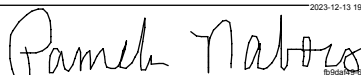
2. RESPONSIBILITIES OF CONTRACTOR AND PAYMENT TERMS

This Agreement is made and entered into by and between CareerSource and Contractor for the provision of services in accordance with "Attachment-A - Statement of Work, Attachment-B - Payment terms, and Attachment C – Contractor Provisions, Certifications, and Assurances" attached hereto and made a part hereof and 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:

CareerSource Central Florida

Electronically Signed 2023-12-13 19:52:29 UTC - 108.81.233.228

Nintex AssureSign® 020a19e1-1987-4b09-bf75-b0d700941559

Pamela Nabors

Typed Name

President/CEO

Title

12/13/2023

Date

Approved by:

Astron Solutions, LLC


Verified by pdfFiller
12/09/2023

Michael F Maciekowich National Director

Typed Name

National Director

Title

12.9.23

Date

STATEMENT OF WORK**I. Compensation Benchmarking and Base Pay Range Updates**

To begin the process, Astron Solutions will conduct a due diligence discussion with the CareerSource Central Florida project team. CareerSource Central Florida will provide Astron Solutions with background on the current total compensation systems, including processes & any structures. CareerSource Central Florida will also provide information on any special pay practices, including and not limited to premium pay rates, specialty pay programs, and alternative staffing arrangements currently in use. Additionally, CareerSource Central Florida will provide information on any performance management, pay raise, variable compensation, and job evaluation systems currently in use. The discussion will also explore the challenges the organization faces with respect to employee recruitment & retention, and organizational concerns regarding employee turnover. CareerSource Central Florida will provide Astron Solutions with electronic or hard copy documentation of any materials discussed during the meeting.

In addition, CareerSource Central Florida will provide job descriptions & organization charts, as well as a database in Excel format, containing the following current information for all employees:

- Employee name or another unique identifier
- Location
- Job title
- Department
- Full-time or part-time status
- Scheduled number of hours per week (if part-time)
- Current rate of pay
- Current pay grade (if used)
- Current pay range minimum (if used)
- Current pay range midpoint (if used)
- Current pay range maximum (if used)
- Bonus / incentive received in the most recently completed fiscal year (if provided)
- Years of service or date of hire
- Date since taking current position

Following the due diligence discussion, Astron Solutions will conduct an analysis of the base pay and total cash compensation markets for up to 30 non-executive positions representing various levels and disciplines. In conducting this analysis, Astron may include published data obtained from consulting firms, including but not limited to ERI, as appropriate in the study. Astron will also use industry-specific survey data in the analysis as appropriate. Astron willingly welcomes exploring the use of published surveys suggested by CareerSource Central Florida. The focus of the comparison will be on the appropriate labor market and geographic considerations.

Astron Solutions will provide the following analysis and design:

- Astron will provide analysis of the average of the 25th, 50th, and 75th percentiles of the market average base pay and total cash compensation for each job reviewed.
- Astron will recommend appropriate, consolidated, geographic-sensitive salary structures for the jobs reviewed, updating the existing salary structures as appropriate for market changes identified during the benchmarking process. Any additional positions not benchmarked will be slotted into the updated system using whole-job slotting or point-factor job evaluation (if currently used).
- Astron will conduct a financial and employee relations impact analysis by overlaying all current CareerSource Central Florida employees into the recommended system. Astron will provide options for addressing employee equity concerns as they may relate to the updated pay ranges.

In addition to these analyses, Astron Solutions will examine the number of employees currently or soon-to-be maxed out in their pay ranges, as well as those employees with high compa-ratios (e.g., greater than 110%). Astron Solutions will provide alternative solutions for these situations and system implementation plans to ensure fiscal control & continued employee motivation. Astron Solutions will also review current pay rates to determine areas of pay compression, and recommend alternative solutions & implementation plans to remedy this concern.

Astron Solutions will utilize conference calls and ad hoc e-mail exchanges, if needed, to gain greater understanding of the current system & clarify ambiguous data. We will maintain a focus on CareerSource Central Florida's desired state for the organization's compensation programs, as gleaned through research and understanding of the organization's strategic plan. Astron's recommendations will also incorporate the need to ensure the compensation processes address organizational needs while remaining transparent, not difficult to administer, and flexible rather than bureaucratic. Astron will address in the report any specific questions CareerSource Central Florida has about its compensation structure moving forward, such as how to compensate for specific job-related skills and required candidate backgrounds.

Astron Solutions will provide a formal PowerPoint report with supporting Excel appendices detailing project methodology, findings, and recommendations for next steps. Astron Solutions will discuss the study findings with the CareerSource Central Florida leadership team.

After project conclusion, Astron Solutions will be available to CareerSource Central Florida to answer ad hoc questions that may arise. Astron typically provides such interim support without charge to clients in order to ensure they receive the maximum value from their compensation systems. Astron Solutions is also available, on a fee per title basis, to market-price newly created positions, "hot jobs," or titles whose duties have changed considerably after the analysis.

II. FAIR LABOR STANDARDS ACT (FLSA) POSITION ANALYSIS / AUDIT AND RECOMMENDATIONS

CareerSource Central Florida will provide job descriptions, current FLSA classifications, and position incumbent census information for the positions under review for exemption status. Astron Solutions will make recommendations on the status of these positions under the current regulations of the FLSA and relevant local law. Astron Solutions will base its recommendations on information provided in the job description for each position under review and on the current pay level of each position incumbent. On-site and / or telephone interviews with current position incumbents or managers will be conducted as needed to ensure complete information is utilized during the FLSA audit process, and to gain clarity on job description content.

Astron Solutions will then review the job descriptions for the positions under study to identify positions / incumbents potentially misclassified under Federal and / or State law. After determining the recommended FLSA status of each position, Astron Solutions will provide a report in PDF format, with supporting Excel appendices as appropriate, outlining our audit findings and recommendations. Astron Solutions will also note in the report any differences between internally determined FLSA classifications and those recommended by Astron Solutions. Furthermore, Astron Solutions will make recommendations for addressing the impact on any affected employees moving from exempt to non-exempt status. These recommendations may include an exploration of the pros and cons of providing back pay compensation, potential cost modeling for back pay compensation, potential cost modeling for keeping the position as exempt, and techniques for presenting the findings & next steps to affected employees and their managers.

Following the preparation and delivery of the report, Astron Solutions will discuss our findings with CareerSource Central Florida leadership and solidify the next steps in rollout & implementation.

Astron Solutions is also available, on a fee per title basis, to analyze newly created positions, or titles whose duties have changed considerably after the analysis.

Astron Solutions is not legal counsel. CareerSource Central Florida should refer any outstanding questions regarding exemption status after completion of Astron's review to outside legal counsel for further discussion.

III. INCENTIVE POLICY ASSESSMENT/ COMPENSATION PROGRAM DEVELOPMENT

Astron Solutions' Incentive Compensation Viewpoint

Incentive compensation is a critical part of an organization's total human resources and compensation strategy. Properly designed, incentive compensation can:

- reinforce the strategic objectives of the organization,
- support the necessity of team efforts,
- align both individual and group rewards with operational results,
- suppress entitlement mentality, and
- focus employee efforts on those which are meaningful to the organization.

The most effective programs are those where employees have a clear "line of sight," in terms of how their actions directly impact outcomes and the level of rewards. The further down the organization the incentive plan moves, the balance of organizational versus department or individual goals will shift to maintain that line-of-sight alignment.

Effective incentive programs are those that clearly send the message to employees that they are accountable for the collective success of the department and the organization. Effective programs reinforce the "ownership" mentality required to succeed. That is, the employees are asked to look upon themselves as owners with a stake in the success and failure of meeting objectives.

Ten key steps need to be followed to ensure a successful incentive compensation program design. They include the following:

- **Step 1:** Definition and clarification of the organization's strategic goals. This is such a fundamental and important process that it requires the participation of management.
- **Step 2:** Analysis of culture, stakeholders, products / services, and processes. We need to know the operations of the organization as well as the mentality and concerns of the staff.
- **Step 3:** Definition of the objectives of the incentive program. What are we trying to achieve? What results do we expect? What problem are we trying to fix?
- **Step 4:** Decision on how much we are willing to spend. This is the point where conducting a proper cost-benefit analysis is essential.
- **Step 5:** Decision as to the staff members and occupational levels to be affected by the program. Often, the introduction of a program at one organizational level or function may create a need to implement different programs at other levels as well.
- **Step 6:** Choice of incentive mechanism(s): short-term bonuses, goal-sharing, or other mechanisms.
- **Step 7:** Technical design work. This includes formula development & calibration, and spreadsheet testing.
- **Step 8:** Pilot test in a controlled environment. Based on test results, make any necessary adjustments.

- **Step 9:** Sell the program to those impacted.
- **Step 10:** Monitor the performance of the program. Make adjustments based on regular reviews (for example, quarterly).

Incentive Compensation Design Process

1. Strategic Plan Review, Current Incentive Plan Audit, and Senior Management Orientation

Astron Solutions will review CareerSource Central Florida’s strategic operating plan in terms of short-term objectives and critical success factors. Astron will conduct a detailed review of any current variable compensation plans.

Then, Astron will meet with the senior management team members to review the incentive compensation design process and its impact on the organization’s strategic objectives. Astron will also conduct a SWOT focus discussion on any current plan(s) with senior management.

During the senior management meeting, Astron will review the “Readiness Assessment” checklist to be used in determining the most appropriate measures to be included in the process. The key questions to be answered include the following:

- o Do we have a business opportunity to improve?
- o How do we fund the incentive program?
- o Do we have a well-articulated business plan?
- o Do we know how to measure success?
- o Are we capable of employee involvement?
- o What is the current level of trust between employees and management?
- o Is there sufficient line of sight or can it be established?
- o Are employees willing to participate?
- o Do we have the systems to measure success?
- o What do we measure well now?

2. Decision on Appropriate Model

Following the due diligence discussions, Astron Solutions will provide the senior management team with examples of programs and models that have been successful in other organizations and that have potential for successful implementation at CareerSource Central Florida.

Decisions will also be made in terms of:

- o What is the appropriate compensation philosophy / mix for CareerSource Central Florida vis-à-vis the use of base pay and incentive compensation?
- o Who is to be included in the incentive plan?
- o Will plan measures focus on organization success, divisional / department success, or a combination of both?
- o How will the plan(s) be funded?
- o Will there be “circuit breakers” included which, if tripped, will result in total forfeiture of earned incentives?

3. Incentive Program Design

Once the incentive model has been decided upon, Astron will meet with the appropriate senior and department leadership. The focus of this initial meeting will be to discuss the mission and strategic objectives as they relate to the organization’s strategic plan.

Astron will work with the appropriate leadership team to develop the funding formula and the area or areas of operational improvement for focus. Astron will assist in developing specific, measurable outcomes. The maximum potential incentive payout may be funded through financial improvements within the department and the organization.

Astron will assist in the development of a circuit breaker for the plan. A circuit breaker is a critical outcome that must be maintained or improved upon in order for the group to be eligible for an incentive payout.

Astron will develop the formal plan document based on these discussions. Astron will also test the program using past data, if available.

Once approved by organization leadership, Astron will provide testing of the proposed plan against past indicators and an implementation timetable, to be presented to the senior management team.

Once approved, Astron will assist with the communication of the approved program.

IV. PROPOSED PROJECT TIMELINE

Following is Astron Solutions' proposed project timeline for the Compensation Benchmarking and Base Pay Range Updates, and Fair Labor Standards Audit. Astron Solutions, however, can accelerate or slow down this timeline according to CareerSource Central Florida's needs and desires. Additionally, this timeline includes all best practice project steps.

Estimated Timeline for the Incentive Policy Assessment/ Compensation Program Development will be determined after project scope is finalized.

Weeks 1 – 2	Project kickoff. CareerSource Central Florida provides required project startup information to Astron Solutions . Astron Solutions conducts due diligence discussion with the CareerSource Central Florida project team to understand the current total cash compensation practices & systems in place as well as the current compensation philosophy.
Weeks 3 – 8	Astron Solutions conducts the total cash compensation system benchmarking processes. Astron Solutions formulates recommendations for moving forward, including and not limited to proposed geographic-sensitive base pay grades and ranges. Astron Solutions conducts the FLSA analysis.
Week 9	Astron Solutions presents findings and recommendations from the total cash compensation system audit process to the project team. Recommendations may include, and are not limited to, new base pay ranges, and changes to FLSA classification status.

Weeks 10 – 11	Astron Solutions reviews & addresses questions from the CareerSource Central Florida team on the study results and finalizes project deliverables.
---------------	--

If Astron Solutions completes project steps sooner than projected, the entire project timeline will shorten accordingly. Likewise, Astron Solutions will not be accountable for project delays on the part of CareerSource Central Florida.

PAYMENT TERMS

Services	Fees
Compensation Benchmarking and Base Pay Range Updates (30 non-executive positions)	\$14,000
Fair Labor Standards Act (FLSA) Position Analysis / Audit and Recommendations (20 non-executive positions)	\$8,000
Incentive Policy Assessment/ Compensation Program Development	\$16,000
*Survey Costs (If needed)	\$500 +
**Additional Meeting Time (If needed beyond included 3 hours)	\$500 per hour

- Net 30 Payment Terms
- 50% upfront (\$19,000)
- 50% upon completion of the project (\$19,000)
- CSCF is Tax Exempt
- Total Not-To-Exceed \$40,000

Astron Solutions, LLC provides agreed-to consulting services and products at a fixed cost to our clients. Our pricing structure includes all professional fees, administrative support, and related travel expenses. CareerSource Central Florida is responsible for expenses related to last-minute cancellations of scheduled on-site meetings for which Astron Solutions cannot recoup expenditures. Astron Solutions bases its pricing structure on providing the total resources of the company to the client, regardless of who is involved.

The total fees for the Compensation Benchmarking and Base Pay Range Updates, Fair Labor Standards Act (FLSA) Position Analysis / Audit and Recommendations, and Incentive Policy Assessment/ Compensation Program Development initiatives as described in Sections III – V of this proposal are \$38,000.

*With CareerSource Central Florida’s prior approval, Astron will bill back to CareerSource Central Florida, at cost, total fees for any survey costing \$500 or more purchased exclusively for this project, if needed. CareerSource Central Florida receives the surveys upon project completion. Astron Solutions will notify CareerSource Central Florida prior to purchase should a need arise and will obtain written approval to move forward.

**The flat fees include up to three hours of meeting time throughout the cash compensation audit and benchmarking initiatives. Any additional meeting time above three hours is billed at a \$500 hourly rate.



CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES

***In the event there is a discrepancy between Contractor/Vendor and CareerSource Central Florida's terms and conditions, this document shall prevail.**

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).

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.

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.

Contractor 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)

Contractor 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; PUBLIC 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.

Public Records. To the extent required by Section 119.0701 of the Florida Statutes, the Contractor shall: (i) Keep and maintain public records required by CareerSource Central Florida to perform the Services under this Agreement. (ii) Upon request from CareerSource Central Florida's custodian of public records, provide CareerSource Central Florida with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law. (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to CareerSource Central Florida. (iv) Upon completion of the Agreement, transfer, at no cost to CareerSource Central Florida, all public records in possession of the Contractor or keep and maintain public records required by CareerSource Central Florida to perform the service. If the Contractor transfers all public records to CareerSource Central Florida upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Central Florida, upon request from CareerSource Central Florida's custodian of public records, in a format that is compatible with the information technology systems of CareerSource Central Florida.

If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this agreement, contact CareerSource Central Florida's Custodian of Public Records at Public Records Custodian 390 N. Orange Avenue, Suite 700 Orlando, FL 32801, NBlanco@careersourcecf.com.

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 of CareerSource Central Florida (the "Board"). Approval does not relieve Contractor from this modified agreement.

VII. DAVIS-BACON ACT

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

VIII. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS

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

IX. AMERICANS WITH DISABILITIES ACT

Contractor will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

X. EXECUTIVE ORDER 11246

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

XI. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

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

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

The Contractor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Contractor shall report any violations of the above to the Board. The Contractor will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

XIII. ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Public Law 94-163).

XIV. ENVIRONMENTAL STANDARDS

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

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

- d. Evaluation of flood plains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.)
- f. Conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U. S. C. 7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

XV. INTEGRITY

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Contract is in excess of \$100,000, Contractor must, prior to execution, complete the Certification Regarding Lobbying Form.

XVI. PUBLIC ANNOUNCEMENTS AND ADVERTISING

The contractor agrees to comply with the provision of the Stevens Amendment as specified in P.L. 115-31, Division H, Title V, Section 505; P.L. 103-333 §508. When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program (3) Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

XVII. MODIFICATIONS

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

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

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

XVIII. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party. Written notification of termination must be by registered mail, return receipt requested.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. Contractor fails to provide any of the services it has contracted to provide; or
 - b. Contractor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of the Board.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to CareerSource Central Florida, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

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

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.

Employees of Contractor, and agents and contractors of Contractor, granted access to CareerSource Central Florida's workforce information systems, including systems containing confidential information, must complete **Attachment D** to this Agreement, "Individual Non-Disclosure and Confidentiality Certification Form," prior to accessing said workforce information systems. A copy of each completed form shall be retained by CareerSource Central Florida.

XXIV. PROCUREMENT OF RECOVERED MATERIALS

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

XXV. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

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

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

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

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

XXVIII. E-VERIFY

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

XXIX. VENUE, GOVERNING LAW

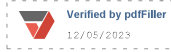
This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party will perform its obligations herein in accordance with the terms and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Orange County, Florida.

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

Michael F Maciekowich National Director

Printed Name and Title of Authorized Representative

Michael Maciekowich



Signature of Authorized Representative

Astron Solutions LLC

Organization/Business Name

12.5.23

Date