



ManpowerGroup



CSCF-MANPOWER - PY24



FAST TRACK AGREEMENT

CLIENT INFORMATION ("CLIENT"):

Company Name: CareerSource Central Florida		Phone: 407-269-2456
Contact Name: Peter Puterbaugh	Title: Senior Sourcing Manager of Procurement & Contracts	
Street Address: 390 N. Orange Avenue, Suite 700		
City: Orlando	State: FL	Zip: 32801
Billing Address (if different than above):		
City:	State:	Zip:

MANPOWERGROUP INFORMATION:

Branch Manager Name: Lisa Hancock	Accoun Manager Name: Lisa Hancock	
Phone: 407-774-4242	Phone: 407-774-4242	
Street Address: 2432 Sand Lake Road		
City: Orlando	State: FL	Zip: 32809
Effective Date: 6/6/2022		


ACKNOWLEDGED AND ACCEPTED:

ManpowerGroup US Inc., a Wisconsin corporation with its principal office located at 100 Manpower Place, Milwaukee, Wisconsin 53212, on behalf of itself and its affiliates and subsidiaries (each an "Affiliate," and collectively, "ManpowerGroup"), as set forth in the Exhibit A or an applicable statement of work or assignment order, and Client, as defined above, in consideration of the mutual covenants contained herein, agree to the Terms and Conditions attached hereto and incorporated in this Fast Track Agreement (the "Agreement") as of the Effective Date above.

ManpowerGroup US Inc. referred to as "Contractor" agrees to the Scope of Work/Administrative Requirements set forth in Exhibit B.

ManpowerGroup US Inc. referred to as "Contractor" agrees to the CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES set forth in Exhibit C.

The undersigned representatives, with the authority to enter into and execute this document, have read, understand, and agree to the terms of this Agreement.

CareerSource Central Florida

 07/19/2023

ManpowerGroup US Inc.

 6/15/2023

Authorized Signatory Date

Authorized Signatory Date

Printed Name / Title
Pamela Nabors - President/CEO

Printed Name / Title
Lisa Hancock / Market Principal



TERMS AND CONDITIONS

1. **Services.** ManpowerGroup will provide to Client the staffing services specifically listed in the attached Exhibit A or as indicated in the relevant assignment order or statement of work ("SOW"). For staffing services, ManpowerGroup will provide Assigned Employee(s) to perform work on behalf of the Client and at the Client's direction. ManpowerGroup will provide the staffing services generally described as follows: recruiting, interviewing and/or screening candidates; providing offers of employment to qualified candidates when appropriate; assigning candidates who have accepted employment with ManpowerGroup who, in ManpowerGroup's judgment, are qualified to perform the type of work described by Client ("Assigned Employees") and removing any Assigned Employees at the request of Client for any lawful reason. In addition, on behalf of all Assigned Employees, ManpowerGroup will maintain personnel and payroll records; pay, withhold and transmit payroll taxes; establish and contribute to such benefit programs as ManpowerGroup deems appropriate; make employer shared responsibility payments required under the Affordable Care Act ("ACA"); make unemployment contributions; and handle unemployment and workers' compensation claims with respect to compensation that ManpowerGroup has agreed to pay ("Employer Obligations"). For purposes of the ACA, ManpowerGroup will treat all Assigned Employees as common-law employees of ManpowerGroup. ManpowerGroup will screen the Assigned Employees based on the specific checks and tests set forth below, if any, the actual cost of which will be passed through to Client. Any discoveries, inventions, concepts or ideas (including improvements and modifications thereto) made or conceived solely or jointly with others by any Assigned Employee in connection with work to be performed hereunder will be the property of Client as "work made for hire." ManpowerGroup Assigned Employees are not entitled to benefits offered or provided by Client to its own staff. The Assigned Employee(s) will perform the work on behalf of Client at the locations within the United States specified within the Exhibit A or relevant SOW.

2. **Limited Warranty.** In the event that Client is not satisfied with the performance of any Assigned Employee, then upon Client's written request, ManpowerGroup will remove the Assigned Employee with whom Client is not satisfied from the assignment, relieve Client of the obligation to pay for the number of hours of work specified within the Exhibit A or relevant SOW and performed by the same Assigned Employee and use its best efforts to provide a replacement Assigned Employee as soon as practicable (the "Limited Warranty"). The Limited Warranty described herein shall be ManpowerGroup's sole obligation to Client and Client's exclusive remedy with respect to any nonconformity or deficiency in services, work product or deliverables furnished to Client.

3. **Payment.** ManpowerGroup is solely responsible for compensating the Assigned Employee for the work performed. Client agrees to pay ManpowerGroup for its staffing services and any other costs or fees at the rate(s) set forth below. Client understands and acknowledges that such rates include payroll burden costs, which represent the allocated share of estimated Employer Obligations. ManpowerGroup will invoice Client weekly at the address set forth below. Payment will be due upon receipt of invoice. Any late invoicing by ManpowerGroup shall not affect Client's obligation to pay for services rendered. Amounts invoiced for work performed by Assigned Employees will be calculated on the basis of hours shown on ManpowerGroup time records. Client or Client's designated representative will approve ManpowerGroup time slips within forty-eight (48) hours of receipt, certifying that the hours shown are correct and authorizing ManpowerGroup to bill Client for the hours worked by the named Assigned Employee. If Client or Client's designated representative are unavailable to approve time slips within forty-eight (48) hours, ManpowerGroup is authorized to approve such time slips, and such signed time slips will be conclusive as to the number of compensable hours worked by each Assigned Employee for that workweek, provided that Client will have thirty (30) days to contest any inaccuracies in such time slips. Client agrees that it will not request or require that Assigned Employee work any hours not recorded on a time slip. If ManpowerGroup is required to increase wage and/or payroll burden costs at any time during the term of this Agreement as the direct result of any determination, order or action by any applicable federal, state or local governmental authority, including, but not limited to, paid sick leave, prevailing wage and benefit requirements, or in order to meet Employer Obligations, Client will reimburse ManpowerGroup for any such increase or equitable adjustment. Any sales, use, excise or other such tax levied as a result of performance hereunder will be paid by Client. In the event that an Assigned Employee is required to incur business and/or travel expenses, such expenses will be paid by ManpowerGroup and reimbursed to ManpowerGroup by Client at ManpowerGroup's actual cost.

4. **Term/Termination.** The term length of this Agreement will be one (1) year from July 1, 2023 to June 30, 2024 and Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party. Client shall have the option to renew for three (3) additional years, based on performance and at the sole discretion of Client. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time periods specified in this Agreement. Upon termination of this Agreement, ManpowerGroup will promptly provide an invoice to Client for all fees incurred by Client under this Agreement and Client will pay all amounts set forth on the invoice within thirty (30) days of receipt. Termination of this Agreement shall terminate all assignments. Notwithstanding any period of performance set forth herein, either Party may terminate an assignment upon reasonable prior written notice, which may be sent via email.

5. **Client's Responsibilities.** Client agrees to supervise and control the work, premises, processes and systems to be performed by Assigned Employee(s) and to review and approve the corresponding work product. In addition, Client will control the development, quality and implementation of the work product and provide the Assigned Employees with a safe workplace environment. Client will provide ManpowerGroup with a job description that accurately summarizes the primary duties of all Assigned Employees. This job description will be provided to ManpowerGroup prior to the Assigned Employee's commencing his or her

assignment. Client will not make material changes in any Assigned Employee's job duties or risks without ManpowerGroup's prior written approval. Client will not entrust any Assigned Employee with unattended property or valuables, such as cash, negotiable instruments, keys, merchandise and confidential or trade secret information, other than as is strictly required by the job description provided to ManpowerGroup. Client will not request or permit any Assigned Employee to use any vehicle, regardless of ownership, in connection with the performance of work for Client, other than as is clearly required by the job description provided to ManpowerGroup.

6. **Compliance with Laws.** ManpowerGroup shall comply with all applicable national, state and local laws and regulations governing the provision of services and ManpowerGroup's business generally. Client shall comply with all applicable national, state, and local laws and regulations governing the work product, performance of work by Assigned Employees and the Client's business generally. The parties agree to comply with all applicable laws regarding non-discrimination in employment, fair labor standards and data privacy.

7. **Confidentiality.** Both parties acknowledge that they may receive information that is proprietary or confidential to the other party or its affiliated companies and their clients. During the term of this Agreement and for one (1) year thereafter, both parties agree to take reasonable measures to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing hereunder or as required by law. Upon the expiration or termination of this Agreement each Party will return (or, if requested, destroy) the confidential information of the other Party in its possession at the time of termination or expiration.

8. **Mutual Indemnification.** To the extent permitted by law, the Parties agree to defend, indemnify and hold each other and their respective parents, subsidiaries, directors, officers, agents, representatives and employees harmless of and from any and all claims, losses, taxes, penalties and liabilities to the extent caused by their respective negligence, gross negligence, recklessness or willful misconduct or breach of this Agreement.

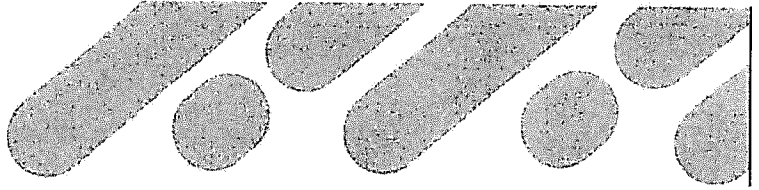
9. **Limitation of Liability.** Neither Party shall be liable for or required to indemnify the other Party for any incidental, consequential, exemplary, special or punitive damages, including lost profit, regardless of how characterized and even if such Party has been advised of the possibility of such damages, which arise from the performance of this Agreement or in connection with this Agreement, including but not limited to the acts or omissions of any Assigned Employee and regardless of the form of action (whether in contract, tort, negligence, strict liability or otherwise). ManpowerGroup's liability for damages hereunder, regardless of the form of action, shall not exceed per claim and in the aggregate the total amount paid under this Agreement. Neither Party may bring action or institute a proceeding against the other Party more than one (1) year after the event giving rise to such claim.

10. **Insurance.** ManpowerGroup will maintain in force during the term of this Agreement insurance coverage as follows: (i) Workers' Compensation – Statutory with limits as prescribed by applicable state law and Employer's Liability with limits of \$500,000, per accident and in the aggregate; (ii) Comprehensive General Liability and Property Damage Insurance, including coverage for products and completed operations, with limits of at least \$2,000,000 for each occurrence; and (iii) Excess Automobile Liability Insurance, covering any non-owned automobiles, with limits of at least \$1,000,000 for each occurrence; this coverage shall apply only to Assigned Employees who operate vehicles that are not owned, leased or rented by Client. Upon written request, ManpowerGroup will deliver to Client copies of certificates of the insurance policies described herein.

11. **Miscellaneous.** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by both Parties. Client represents that in executing this Agreement, Client did not rely on any inducements, promises or representations by ManpowerGroup other than the terms specifically set forth in this Agreement. Neither Party may, directly or indirectly, in whole or in part, neither by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other Party's prior written consent, except that either party may assign or transfer this Agreement or delegate any rights or obligations thereunder without consent in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership. Except as expressly provided herein, those provisions of this Agreement that by their terms extend beyond the termination hereof will remain in full force and effect and survive such termination, including without limitation Sections 3, 4, 7, 8, 9 and 10. ManpowerGroup may provide services directly or through Affiliates and/or may subcontract any of its obligations hereunder. Neither Party will be responsible for failure or delay in performance hereunder if the failure or delay is due to labor disputes, strikes (including but not limited to strikes of Client and/or ManpowerGroup), fire, riot, war, acts of war (declared or not), insurrections, civil commotion, terrorism, pandemic, natural disaster, acts of God or any other causes beyond the control of the non-performing party. All notices to a Party required under this Agreement must be in writing to the Party's address above. This Agreement will be governed in all respects by the laws of the State of Wisconsin, without regard to its conflict of laws principles. The parties consent to the jurisdiction of any state or federal court in Wisconsin for the resolution of any disputes in connection with this Agreement.

The Parties represent and warrant that they have full corporate power and authority to execute this Agreement and to perform their obligations hereunder, and that the person whose signature appears above is fully authorized to execute this Agreement on behalf of the Party that such person represents.

Exhibit A
Cost/Price Form from BID attached



Part 2 - Cost/Price Proposal Form

Provide all-inclusive flat rate fee for all labor, materials and travel expenditures required to perform Temporary Staffing & Payroll Services in accordance with the scope of work

1. State the bill rate and fee you will charge CSCF for temporary staffing and payroll services.

Mark-Up For Work Experience Internships and Summer Youth Program

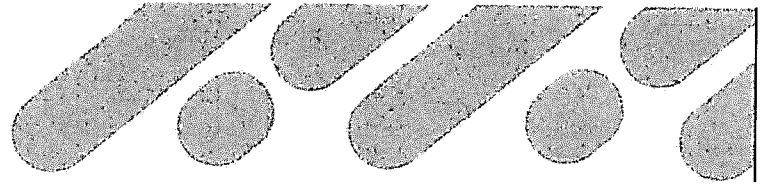
Work Description	Mark-Up Percentage	Who Covers the Workers Comp
Traditional Work Experience/Internships - Manpower Payrolls	22.89%	State of Florida
Special Project Internships - Manpower Payrolls (Clerical, Administrative, Professional)	27.39%	Manpower
Special Project Internships - Manpower Payrolls (Light Industrial, <35 pound lift)	29.39%	Manpower
Special Project Internships Manpower Payrolls (> 35 pound lift, Industrial)	34.39%	Manpower
CSCF Internal Positions <i>Manpower Sources</i>	34.39%	Manpower
CSCF Internal Positions <i>Manpower Payrolls</i> (Ambassadors, Consultants)	27.39%	Manpower

Rate increases: If contractor is required to increase wage and/or payroll burden costs at any time during the term of this Agreement, as a direct result of determination, order, or action by any applicable, Federal, State or Local Government authority, third party insured, including prevailing wage and benefit requirements or in order to meet Employer Obligations, CSCF will reimburse Contractor at cost for such increase or equitable adjustment.

2. State the bill rate and fee you will charge CSCF, if CSCF hires a Proposer sourced temporary worker into a regular CareerSource position?

Temp to Perm Conversion Fees - Manpower Sourced Associates

Hours Worked as CSCF Internal Hire	Conversion Fee
0-240 Hours	\$3,000
241 - 480 Hours	\$1,500
481 - 620 Hours	\$ 500
621 Hours or Greater	No Fee



Temp to Perm Conversion Fees - Payrolled Associates

Hours Worked as CSCF Payrolled	Conversion Fee
Anytime	No Fee

3. Temporary workers may be required to undergo criminal background checks or drug screening as requested by CSCF. In accordance with F.S. 445.009(11) a participant in an adult or youth work experience activity administered under this RFP shall be deemed an employee of the State of Florida for purposes of workers' compensation coverage. In determining the average weekly wage, all remuneration received from the employer shall be considered a gratuity, and the participant shall not be entitled to any benefits otherwise payable under F.S. 440.15, regardless of whether the participant may be receiving wages and remuneration from other employment with another employer and regardless of his or her future wage-earning capacity. State the cost and turnaround time for Proposer to perform the following:

- A. Driver's License background check with the State of Florida Department of Motor Vehicles
- B. Driver's License background check outside of the state of Florida
- C. Criminal Background Check Level 1
- D. Criminal Background Check Level 1
- E. Drug Screening 5 Panel Cost Drug

Screening 5 Panel Background Check and Drug Screen

Criminal Background Pricing	SSN Trace + 7 year county criminal search	Billed back at cost, not to exceed \$25. Average is \$15-18	If Required
Driving Record	DMV	Billed back at cost, not to exceed \$5	If Required
Drug Test	6 Panel Oral Swab	\$5.50	If Required
Employment Verifications	Sexual Offender Database	No Charge	All

Proposer's Name: ManpowerGroup US Inc.

Exhibit B –

SCOPE OF WORK

1. It is CSCF's intent to provide outreach, recruitment, and enrollment of participants into the paid internship activities. CSCF will determine eligibility and facilitate matches between participants and employers. Participants will then be referred to the Contractor as the employer of record to complete required employment documentation. The Contractor is responsible for completion of all federal and state- required employment and tax forms.
2. There will be some joint responsibilities between CSCF and the Contractor. Contractor will be the employer of record for the program participant. However, for purposes of workers' compensation coverage, this will be determined by the program selected for the participating individual. For traditional WIOA interns the State of Florida covers workers' compensation; for all others workers' compensation is covered by Contractor.
3. Contractor will be required to submit an online invoice and program participant timecards to CSCF to receive reimbursement of costs.
4. The Contractor, as the employer of record, shall be an Equal Opportunity Employer and adhere to all federal, state, and local laws in relation to its hiring process.
5. The Contractor will acknowledge that any participant placed under the contract is an employee of the Contractor and shall expressly inform all participants of that status prior to commencement of their work assignment.
6. Any hours worked by a participant exceeding 40 hours in a workweek will be the sole responsibility of the Contractor.
7. Participants will be paid an hourly rate set by CSCF and may work up to a maximum of 40 hours per week.
8. The Contractor agrees that at the end of a participant's paid internship, worksite management may offer continued employment to a participant without the Contractor receiving a placement fee.
9. Payroll must occur weekly. Timecards must be maintained via an online application that provides electronic access for reviewing timecards and printing W-2s. The Contractor will provide orientation for employers on using the timecard application.
10. Orientation needs to be in conjunction with CSCF, as the internship is with CSCF and the Contractor is the third party vendor.
11. The Contractor will be solely responsible for all payroll functions, including but not limited to, onboarding and the timely payment of all compensation for the intern participants referred by CSCF staff for temporary employment under the contract and will be responsible for the filing of state and federal taxes, unemployment insurance and payroll processing.
12. The Contractor will provide onboarding at CSCF locations or virtually; preference being at CSCF locations. Five (5) or more participants onboarding at the same time will require onboarding to be held at a CSCF location.
13. The Contractor will be required to conduct a state level-background check covering CSCF referred participants under the contract and provide CSCF staff with documented results. Preference is that Contractor has a mobile capacity for performing I-9 verifications. The Contractor will assume responsibility to ensure drug testing of participants when required by employer(s). The Contractor will be reimbursed by CSCF at the rate actually paid by the for these expenses.
 - a. Participant results must be disclosed to the worksite employer for consideration prior to commencing work with the worksite employer. Commencement of internships will be contingent upon results of background check and agreement with worksite employer following employer's review of such information.
 - b. Criminal information must be obtained directly from the Florida Department of

Law Enforcement.

- c. The criminal background check must, at a minimum, include an investigation for, and review of, any (i) state and federal felony convictions; (ii) misdemeanor convictions involving moral turpitude; (iii) any crimes in violation of the Violent Crime Act of 1974; and (iv) any pending deferred adjudications with respect to (i) or (ii).
 - d. A level II background check is required for referred participants working with youth or on a school campus.
14. Prior to participants' assignment to a work site employer, the Contractor will conduct an orientation in coordination with CSCF staff either in person or online, with the participant to review the Contractor's policies and worksite assignment requirements, including Contractor/ participant relationship; work standards, and expectations; dress and business etiquette; and Contractor policies and procedures related to drug use, sexual harassment, non-discrimination/anti-retaliation, compliance, and ethics training. Contractor must hold one on one and/or group orientations at Career Centers through the five-county region, when requested by CSCF. Preference is for Contractor to provide bilingual orientations/assistance with online onboarding for those who require it.
15. The Contractor will be responsible for personnel matters such as distribution of pay checks/ACH Payments.
16. A CSCF worksite monitor will provide oversight of the participant and worksite employer at regular intervals to ensure program compliance.
17. The Contractor will work in collaboration with designated CSCF staff to notify the participant of assignment conclusion and complete all necessary termination documentation.
18. The Contractor will work in collaboration with CSCF assigned staff to notify the CSCF Director of Operations or their designee in writing within 24 hours of participant termination, if they are fired and let go by host employer.
19. The Contractor will work with CSCF staff to obtain all documentation necessary from a participant's worksite employer to meet reporting reimbursement requirements.
20. The Contractor will utilize weekly timesheets for each participant. Weekly the Contractor will deliver to CSCF the following deliverables (format and content shall meet CSCF requirements):
 - a. Cumulative hours worked and wages earned by each participant.
 - b. Detailed list of all active participants by worksite employer and/or classification.
 - c. Cumulative assignment detail analysis for all active and terminated participants, including start date, end date, termination date, hourly rates, and duration of employment.
 - d. An invoice with a separate line item for each participant paid and associated costs incurred for background check and drug screening. All invoices must be supported with attached timecards, (signed by the participant and the participant's supervisor), and applicable VENDOR invoices. The Contractor will add a notation of FINAL CHECK to invoices, when applicable, for participants. Digital invoices in MS-Excel are required for ease of review.
21. In the event CSCF notifies the Contractor of a participant claiming to have not received the appropriate compensation, the Contractor will promptly contact the participant and attempt to settle any dispute(s) in good faith. In the event the Contractor is unable to promptly resolve any compensation dispute with any of the above-described individual(s), the Contractor shall provide a written explanation to CSCF of the dispute and the steps taken by the Contractor to resolve same.
22. The Contractor will maintain accurate auditable records, including, but not limited to, records, timesheets, activity logs, invoices, or other expense records, which are the basis of charges for any fees, expenses, or other charges to CSCF under the contract. Records must track and capture cost by multiple grants (i.e. WIOA, TANF, NEG, etc.) for all

participants under awarded contract, including hours and dollars spent by each participant.

23. The Contractor will provide weekly reports to CSCF staff allowing the ability to generate custom reports, as needed, on performance and fiscal data. In addition to weekly reporting requirements, Contractor will attend scheduled meetings with CSCF staff quarterly. Meeting time and dates to be coordinated with CSCF staff. The Contractor will ensure that electronic access to participant timesheets and paystubs is made available to CSCF staff.
24. The Contractor will ensure their database is updated weekly.
25. The Contractor will designate a primary point of contact that will be responsible for the day-to-day management of the contract, coordinating participant assignments, supervising the delivery of services, coordinating with CSCF staff, responding to CSCF requirements, and program reporting.
26. The Contractor will designate a secondary point of contact that will be responsible for the day-to-day management of the contract, coordinating participant assignments, supervising the delivery of services, coordinating with CSCF staff, responding to CSCF requirements and program reporting while the primary point of contact is on vacation or out for an extended period of time (more than 3 days).
27. The Contractor will ensure bi-lingual staff (English & Spanish) will be made available to CSCF upon request.
28. If the Contractor is requested to source a worker for a specific position and is unable to do so with a qualified candidate agreed upon by CSCF and Contractor at the time of the recruitment, and at a pay rate acceptable to CSCF, then CSCF reserves the right to utilize any temporary service provider to meet the specific temporary worker need without liability or fee to the Contractor.
29. The Contractor will meet with CSCF quarterly for status update meetings. CSCF will send invite 3 weeks prior to quarterly meeting.

ADMINISTRATIVE REQUIREMENTS

- A. Contractor(s) will be required to submit an audit to CSCF at the end of each contract term if Contractor's federal expenditures are more than seven hundred fifty thousand dollars (\$750,000.00) a year regardless of the source. Commercial (for-profit) organizations will have the option of auditing the services contracted for or submitting an organization-wide audit. Other Contractor(s) must submit an audit in accordance with 2 CFR Part 200 if their federal expenditures are more than seven hundred fifty thousand dollars (\$750,000.00) a year regardless of the source. The cost of the audit will be negotiated separately from the bill rates proposed as the requirement for the audit will not be determined until after the contract award.
- B. Contractor will be required to list CSCF as an additional insured on their general liability, umbrella, and fidelity bond insurance policies to the extent of Contractor's negligence in the performance of this Agreement.
- C. Contractor will be required to report to CSCF any costs and ensure compliance regarding medical benefits related to the Affordable Care Act related to temporary and/or payroll services workers both generally before workers are placed and simultaneously when workers are placed.
- D. CSCF frequently monitors and evaluates its programs. Contractor must agree to participate in evaluations and allow CSCF access by monitors who will examine Contractor's books, financial transactions, records, and temporary worker files related to the contract.
- E. Contractor must agree to assume full responsibility for all costs including funds spent on

any ineligible persons certified by Contractor and for payments for hours not supported by time records or pre-approved by CSCF.

- F. Bill rates quoted must be for all costs related to the services including the cost of any required background checks, drug tests and other pre-hire costs. The Contractor will not be required to perform drug testing and/or a background check for a participant/ temporary worker at an internship or work site unless requested by CSCF. The type of drug screening and/or background check will depend on what the worksite requires. Contractors are to submit the cost and types of drug screening and/or background checks available to CSCF.
- G. The Contractor should have sufficient credit or resources to be paid on a reimbursement basis. CSCF will not provide funding advances.

Exhibit C



CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES

CareerSource Central Florida will not award a contract where Contractor has failed to accept the CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performing its responsibilities under this Contract, Contractor hereby certifies and assures that it will fully comply with the following:

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

The prospective Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph above; and/or
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

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

II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93)

Contractor certifies, to the best of his or her knowledge & belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37)

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

IV. ACCESS TO RECORDS

Access by CareerSource Central Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Contractor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

V. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

VI. PROVISION AGAINST ASSIGNMENT

Contractor shall not subcontract any of the services named in this modified agreement. No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board. Approval does not relieve Contractor from this modified agreement.

VII. DAVIS-BACON ACT

Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a and 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.

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.

Contractor certifies and assures that it will fully comply with the provisions listed above.