

**VENDOR CONTRACTOR AGREEMENT NO. PY26  
SIMPLILEARN CONTRACT BETWEEN  
CAREERSOURCE CENTRAL FLORIDA  
AND  
SIMPLILEARN AMERICAS INC.**

Central Florida Regional Workforce Development Board, Inc. doing business as **CareerSource Central Florida** desires to enter into this Vendor Contractor Agreement with **Simplilearn Americas Inc., a California Corporation** (“Contractor”) to provide the terms and conditions under which Contractor will provide services to CareerSource Central Florida. In consideration of the mutual covenant and agreement expressed herein, the parties agree as follows.

**1. TERM**

The term of this Agreement shall commence on **2/1/2026** and shall end on **6/30/2026** 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 two (2) additional twelve-month periods, renewable on an annual basis depending upon funding availability and Contractor’s performance. Each year CareerSource Central Florida will evaluate the effectiveness of Contractor’s performance and determine if the Agreement should be continued.

**2. CONTRACT DOCUMENTS**

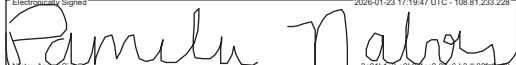

This Agreement is made and entered into between CareerSource and Contractor for the provision of services in accordance with **Attachment A** Statement of Work, **Attachment B** Payment terms, and **Attachment C** Contractor Provisions Certifications, and Assurances attached hereto and made a part hereof (collectively the “Agreement”).

**3. CONTACT INFORMATION**

**CareerSource Central Florida**  
Attention: Peter Puterbaugh  
390 North Orange Ave.  
Suite 700, Orlando, FL 32801  
Phone: 407-269-2456  
Email: pputerbaugh@careersourcecf.com

**Vendor Name**  
Attention: Salah Guend  
Address: 201 Spear Street, Suite 1100  
San Francisco, CA 94105  
Phone: 608-334-5560  
Email: salah.guend@simplilearn.net

Authorized parties are signing this Agreement and agree to comply with all the terms and provisions of this Agreement.

<p><b>CareerSource Central Florida</b></p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <small>Electronically Signed</small> 2026-01-23 17:19:47 UTC - 108.81.233.228   </div> <p>By: <u>Pamela Nabors</u>  <small>Printed Name: Pamela Nabors</small>  Title: <u>President/CEO</u>  Date: <u>01/23/2026</u></p>	<p><b>SIMPLILEARN AMERICAS INC.</b></p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">   <small>Krishna Kumar (Jan 18, 2026 06:57:01 CST)</small> </div> <p>By: _____  Printed Name: <u>Krishna Kumar</u>  Title: <u>CEO</u>  Date: <u>01/18/2026</u></p>
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## STATEMENT OF WORK

### 1. AI Training Programs

Simplilearn shall deliver the following on-site AI training programs, each supported by online self-paced content and post-session support:

The Trainer shall conduct all training, instruction, and related communications in clear, fluent, and professionally understandable English, sufficient to ensure effective comprehension by all participants.

#### 1.1 AI-101: Introduction to Artificial Intelligence

- **Format: One-day, on-site instructor-led training + 25 Hours of post training support**
- **Locations & Dates:**
  - Lake Office- 9909 U.S. Hwy 441, Building M#29, Leesburg, FL 34788– 2/16/2026
  - Seminole State Hub- Seminole State College of Florida, 100 Weldon Blvd, Building C, Room C103, Sanford, FL 32773 – 2/17/2026
  - Southeast Office- 5784 S. Semoran Boulevard, Orlando, FL 32822 – 2/18/2026
  - Osceola Office - Valencia College, 1800 Denn John Lane, CIT Building, Third Floor, Kissimmee, FL 34744 – 2/19/2026
- **Duration: 8 hours (9:00 a.m. – 5:00 p.m.)**
- **Class Size: Maximum 20 participants per class**
- **Number of Classes: Four (4)**
  - 1 additional free/bonus virtual class for CSCF staff – Date TBD

#### Course Description:

AI-101 provides a foundational introduction to Artificial Intelligence, including Machine Learning, Deep Learning, Transformer models, Natural Language Processing (NLP), Generative AI, and GPT-based tools. The course combines conceptual instruction with applied demonstrations and concludes with a guided, hands-on project.

#### Learning Outcomes:

Participants will be able to:

- Explain core AI, ML, and DL concepts and their evolution.
- Understand basic Transformer and NLP architectures.
- Identify business use cases for Generative AI.
- Apply prompt engineering techniques.
- Use ChatGPT and specialized GPTs in workplace tasks.
- Complete a practical ChatGPT-based storytelling project.

#### Instructional Content:

- Overview of AI, ML, and DL
- Transformers and NLP fundamentals
- Generative AI tools and responsible AI considerations
- Hands-on ChatGPT business applications

## End-of-Course Deliverable:

- Completion of a guided ChatGPT storytelling project.

## Post-Course Materials:

- Reflection worksheet
- Prompt engineering practice tasks
- Reusable prompt template assignment
- Optional reading and tool exploration list

## 1.2 AI-201: Building and Deploying Custom GPTs

- **Format: One-day, on-site instructor-led training +25 Hours of post training support**
- **Locations & Dates:**
  - Lake Office- 9909 U.S. Hwy 441, Building M#29, Leesburg, FL 34788– 3/16/2026
  - Seminole State Hub- Seminole State College of Florida, 100 Weldon Blvd, Building C, Room C103, Sanford, FL 32773 – 3/17/2026
  - Southeast Office- 5784 S. Semoran Boulevard, Orlando, FL 32822 – 3/18/2026
  - Osceola Office - Valencia College, 1800 Denn John Lane, CIT Building, Third Floor, Kissimmee, FL 34744 – 3/19/2026
- **Duration: 8 hours (9:00 a.m. – 5:00 p.m.)**
- **Class Size: Maximum 20 participants per class**
- **Number of Classes: Four (4)**

### Course Description:

AI-201 is a hands-on course focused on the design, development, validation, and deployment of enterprise-grade Custom GPTs using the ChatGPT GPT Builder. Participants complete the course with a deployable internal GPT configured with knowledge, actions, and governance controls.

### Learning Outcomes:

Participants will be able to:

- Define GPT purpose, scope, and enterprise role.
- Write system instructions and behavioral rules.
- Attach internal knowledge sources.
- Configure integrations and actions.
- Test, validate, and deploy Custom GPTs safely.

### Instructional Content:

- Custom GPT use cases and governance
- GPT role and instruction design
- Knowledge base attachment
- Integrations, actions, and APIs
- Testing, validation, and deployment strategies

## End-of-Course Deliverable:

- One fully functional Custom GPT including:
  - Defined purpose and role
  - Instruction set
  - Knowledge base
  - At least one action or integration
  - Safety rules and deployment configuration

## Post-Course Materials:

- GPT improvement checklist
- Safety and compliance refinement tasks
- Documentation templates

## 1.3 AI-301: Designing, Building, and Deploying AI Agents

- **Format:** One-day, on-site instructor-led training + 25 Hours of post class support
- **Location & Date:**
  - Southeast Office- 5784 S. Semoran Boulevard, Orlando, FL 32822 – 4/16/2026
- **Duration: 8 hours (9:00 a.m. – 5:00 p.m.)**
- **Class Size:** Maximum 20 participants
- **Number of Classes:** One (1)

### Course Description:

AI-301 is an applied course focused on designing and deploying autonomous and multi-agent AI systems capable of executing workflows, integrating enterprise data, and operating under defined governance models.

### Learning Outcomes:

Participants will be able to:

- Distinguish AI agents from Custom GPTs.
- Design agent workflows and success metrics.
- Integrate agents with enterprise systems.
- Build multi-step and multi-agent reasoning behaviors.
- Implement monitoring, logging, and guardrails.
- Deploy agents with an operational playbook.

### Instructional Content:

- AI agent architectures and use cases
- Workflow planning and system design
- Data and application integrations
- Autonomous and multi-agent behavior
- Monitoring, governance, and deployment

**End-of-Course Deliverables:**

Participants will produce:

- A functional AI agent integrated with sample enterprise data
- Workflow and system design diagrams
- Guardrails, logs, and evaluation metrics
- A written AI Agent Operations Playbook

**Post-Course Materials:**

- Advanced agent configuration exercises
- Monitoring and tuning checklists
- Governance and documentation templates

**PAYMENT TERMS**

The total fixed cost for the services described in this SOW is as follows:

- AI-101 Training (4 classes, up to 80 learners): \$24,000
- AI-201 Training (4 classes, up to 80 learners): \$24,000
- AI-301 Training (1 class, up to 20 learners): \$6,000
- AI-101 Training (Bonus class for CSCF staff): \$0

**Total Contract Not-to Exceed - \$54,000**

- Contractor shall invoice CSCF 50% upon execution of this contract in the amount of \$27,000
- Contractor shall invoice CSCF 50% upon training completion in the amount of - \$27,000
- Net30 payment terms
- Invoices are to be sent to [ap@careersourcecf.com](mailto:ap@careersourcecf.com)

Contractor shall return to CareerSource Central Florida any funds paid to Contractor, which have been overpaid or disallowed pursuant to the terms of this Agreement.



## CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES

**\*\*\*In the event there is a discrepancy or conflict with Contractor'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 Agreement, Contractor hereby certifies and assures that it will fully comply with the following:

### **1. 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 and subcontractors:

- 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 Agreement 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.

Contractor shall comply with Executive Orders 12549 and 12689 regarding debarment and suspension.

### **2. 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 Agreement 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.

### 3. 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.

### 4. SCRUTINIZED COMPANIES

If the amount of this Agreement is \$1,000,000.00 or more, in accordance with the requirements of section 287.135, Florida Statutes, Contractor must provide a certification it is not listed on the Scrutinized Companies that Boycott Israel List, it is not engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, it is not engaged in business operations in Cuba or Syria, or that it meets the conditions for exemption as provided in section 287.135(4), Florida Statutes. These lists are created pursuant to sections 215.4725 and 215.473, Florida Statutes. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition described in this paragraph, this paragraph will be null and void.

### 5. DISCRIMINATORY VENDOR LIST

By entering into this Agreement, Contractor certifies that it is not an entity on the state's discriminatory vendor list described in section 287.134, Florida Statutes.

### 6. ACCESS TO RECORDS; PUBLIC RECORDS

Access by CareerSource Central Florida, 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**

**7. NOTICES**

- a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via email shall not be deemed to have been received pursuant to Subsection 7.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 7.c.
- b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the authorized receiving party at the addresses listed in Section 3 of the cover Agreement for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 7.
- c. Subject to Subsection 7.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:
  - (i) If it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
  - (ii) If the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.
- d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.
- e. Any notice requiring prompt action shall be contemporaneously sent by electronic mail.

**8. COMPLIANCE WITH OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS, AND FEDERAL, STATE AND LOCAL LAWS**

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. Contractor shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.

**9. PROVISION AGAINST ASSIGNMENT**

Contractor shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CareerSource Central Florida. Such approval does not relieve Contractor from this Agreement. All requirements to be observed by the Contractor under this Agreement shall be applicable to and observed by all subcontractors.

**10. DAVIS-BACON, COPELAND “ANTI-KICKBACK” AND CONTRACT WORK HOURS AND SAFETY 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.

**11. 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.

**12. 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.

**13. 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.

#### **14. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT**

The Contractor will 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 CareerSource Central Florida. 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).

#### **15. 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).

#### **16. ENVIRONMENTAL STANDARDS**

Contractor will comply with applicable 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 11514;
- b. Notification of violating facilities pursuant to Executive Order 11738;
- c. Protection of wetlands pursuant to Executive Order 11990;
- d. Evaluation of flood plains in accordance with Executive Order 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).

#### **17. 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 Agreement is in excess of \$100,000, Contractor must, prior to execution, complete the Certification Regarding Lobbying Form.

#### **18. 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.

#### **19. MODIFICATIONS**

The terms of this Agreement may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this 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 Agreement will be effective unless it is in writing, signed and dated by both parties.

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

## 20. TERMINATION FOR DEFAULT/CONVENIENCE

This Agreement may be terminated as follows:

1. Either party may request termination of this Agreement upon 60 days prior written notice to the other party.
2. CareerSource Central Florida may unilaterally terminate or modify this 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 Agreement is funded.
3. CareerSource Central Florida may unilaterally terminate this Agreement with written notice at any 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 Agreement; or
  - c. ~~Such termination is in the best interest of CareerSource Central Florida.~~

CSCF approves striking section 20.3.C

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In the event of termination of this Agreement by CareerSource Central Florida, CareerSource Central Florida shall be obligated to pay all invoices submitted by Contractor for work performed by Contractor and approved by CareerSource Central Florida through the date of Agreement termination.

In the event this Agreement is terminated for cause, Contractor shall be liable to CareerSource Central Florida for damages sustained for any breach of this 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 Agreement terms, CareerSource Central Florida will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

## 21. 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 thereunder.

## 22. RIGHTS TO INVENTIONS, DATA/COPYRIGHTS AND PATENTS

CareerSource Central Florida, 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.

## 23. STATEMENT OF STATE SPONSORSHIP

In compliance with section 286.25, Florida Statutes, if Contractor sponsors a program financed, in whole or in part, with funds provided under this Agreement, Contractor will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (entities name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written form, the words "State of Florida, Department of Commerce" will appear in the same font size as the name of the entity. As required by 20 CFR. 678.900, each one-stop delivery system must include the "American Job Center" identifier or "a proud partner of the American Job Center network" on all primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials and must include the "American Job Center" identifier or "a proud partner of the American Job Center network" on all products, programs, activities, services, electronic resources, facilities, and related property and new materials used in the one-stop delivery system.

## 24. PUBLIC ENTITY CRIMES

By entering into this Agreement, Contractor certifies that it is not on the state's convicted vendor list. Contractor shall comply with Section 287.133(2)(a), Fla. Stat., 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 Fla. Stat., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **25. 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 Agreement 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.

## **26. 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**, "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.

## **27. PROCUREMENT STANDARDS**

- a. Contractor will 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.
- b. Contractor will comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement. CareerSource Central Florida shall impose its obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors. CareerSource Central Florida shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

## **28. 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.

## **29. 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.

## **30. 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.

## **31. 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.

**32. CONTRACTS POSTED ON WEBSITE**

An executed copy of a contract that is estimated to exceed \$35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties for the five most recent years will be posted on CareerSource Central Florida's website.

**33. MANDATORY REPORTING OF ABUSE**

In compliance with sections 39.201 and 415.1034, Florida Statutes, if Contractor or its subcontractor performing services under this Agreement, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Contractor agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96-ABUSE, or via the web reporting option at <https://reportabuse.myflfamilies.com/s/>, or via fax at 1-800-914-0004.

**34. BACKGROUND SCREENINGS**

CareerSource Central Florida requires a Level 1 background screening as a condition of contract award for all contractors and subcontractors. The Level 1 background screening must be conducted prior to contract awards and prior to Contractor's employees beginning work. The Level 1 background screening must be conducted at least every five years.

**35. 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:

Krishna Kumar

CEO

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Printed Name and Title of Authorized Representative

*Krishna Kumar*  
Krishna Kumar (Jan 8, 2026 12:23:42 GMT+5.5)

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Signature of Authorized Representative

Simplilearn Americas, Inc.

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Organization/Business Name

01/08/2026

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Date