



**Project Proposal: Veeam Powered BaaS/
DRaaS**

Client: CareerSource Central Florida

Delivered on: January 21, 2021

Submitted by: Nate Brinks



OVERVIEW AND GOALS

Dear Paul,

Thanks for the opportunity to grow your current solution with Virtual Systems. This contract will be representative of an up-front yearly contract starting 2/1/21, and ending 1/31/22. Included in this contract is your current utilization, plus overhead for current growth rates.

This proposal is going to walk you through a few items:

1. Pricing
2. Info about Virtual Systems
3. Terms and Conditions

Let me know if you have questions,

Nate Brinks

Virtual Systems

CUSTOMIZE YOUR VIRTUAL SYSTEMS INFRASTRUCTURE

If you'd like to layer-in additional options, feel free to select them or change the quantities below.

DESCRIPTION	PRICE	QTY	SUBTOTAL
<i>Core Products</i>			
<input checked="" type="checkbox"/> Cloud Backup Storage with Warm Standby All Veeam Powered Backup Storage solutions have warm standby resources available for spin up in case of a disaster event. Cloud Backup Storage price per TB. Minimum purchase 1TB/month and based on usage thereafter.	\$60	6	\$360 / month
<input checked="" type="checkbox"/> Cloud Replication Storage + Resources Replication storage does not have a retention period but can be spun up immediately in a DR event. Replication Storage + Resources include CPU/RAM on reserve so DR events can be tested and spun up immediately. Replication storage price per TB. Minimum purchase 1TB/month and based on usage thereafter.	\$75	11	\$825 / month
<input checked="" type="checkbox"/> Cloud Tier Object Storage Tier your data into object storage for long term retention. Price per TB per month. Minimum purchase 1TB/month and based on usage thereafter.	\$10	37	\$370 / month
<input checked="" type="checkbox"/> VCC Replication License Replication license for Veeam Cloud Connect Backup Repository	\$10	5	\$50 / month

DESCRIPTION	PRICE	QTY	SUBTOTAL
<input checked="" type="checkbox"/> Office 365 Backup Unlimited Retention Office 365 backup licensing + repository Unlimited storage	\$3.80	400	\$1,520 / month
<input checked="" type="checkbox"/> Hyper-V Dedicated CPU & RAM	\$240		\$240 / month
<input checked="" type="checkbox"/> Credit from previous up front payment			-271.75
Total per month			\$3,093.25
Total Cost			\$0

12 MONTH TOTAL COST	TOTAL PRICE
Total 12 Month Contract Cost	\$37,119
Total	\$37,119



Our Story

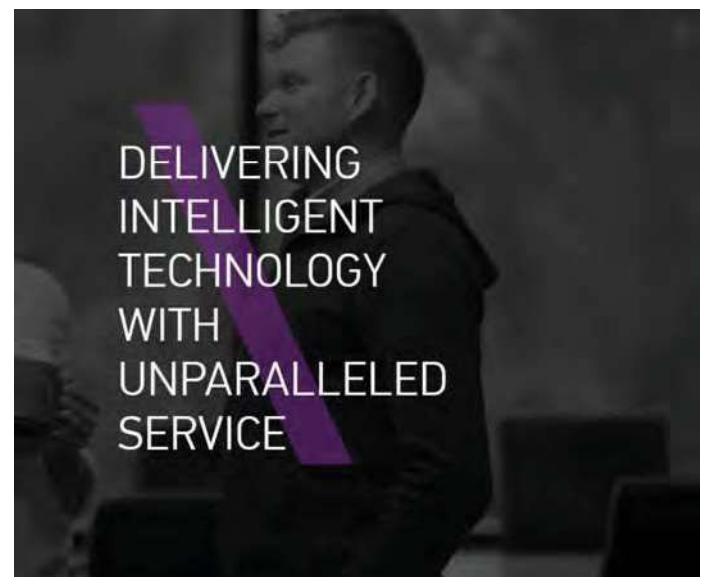
Virtual Systems was born in 2013 under the umbrella of an innovative Internet Service Provider. We were a group of people who loved to solve technical problems and couldn't help but explore solutions to other problems our customers brought us. We saw quick success in providing data center IT solutions so we formed an IT Service Provider with a "cloud-first" strategy to tackle these IT problems full time.

But, what we learned very quickly was that our "top-shelf technology stack" was only part of what customers loved about Virtual Systems... the more important ingredient was our belief that we are first a "service company" and second a "tech company".

The "Service First" Approach

Virtual Systems' Mission Statement has just two components: an excellent technology stack and the best customer service your company has ever seen.

Our clients rely on us for great technology but the most important thing we bring to the table is an awesome team of problem solvers who are just a phone call away. Many of the calls our help desk receives every week start with customers making this statement, *"I know this isn't your problem but I knew you'd answer the phone and you might know the answer to this..."* We're pretty sure that says it all.



OUR TEAM

Meet a few members of your Virtual Systems team...



Nate Brinks
Account Manager

Nate is your personal account manager. He is your primary contact.



Kristin Haartman
Controller

Kristin is one of our billing specialists. She can help with anything billing related.



Laura Manshaem
HR & Billing Team

Laura handles vSystems HR but also serves as a billing specialist.



Dirk Arends
President

Dirk oversees daily operations of Virtual Systems.



Help Desk Support
VMWare Certified Engineers

Our help desk team is available 24/7 via phone and email to help with troubleshooting and to address any questions. We've only pictured one of them here. This is Tyler.

Scope.

This Agreement sets forth the terms and conditions for the purchase of Veeam Powered Backup Services ("VCC") from FNW, L.L.C dba Virtual Systems, a Michigan Limited Liability Company of 2450 44th Street, Suite 303B, Grand Rapids, MI, 49512.

Term.

The Initial Term begins on 2/1/2021 and will continue for twelve (12) consecutive months. Upon expiration of the Initial Term, this Agreement shall automatically renew on a twelve (12) month term at current pricing unless renegotiated by both parties or terminated by either party upon thirty (30) days written notice.

This contract is inclusive of a credit for the remaining balance of the contract set to expire in April, 2021. The Paid in Advance amount remaining will be applied to this contract in accordance with the "Budget & Fee's" section. The total contract price for the term 2/1/2021 -1/21/2022 is \$37,119.00.

If CareerSource consumes the entirety of the contract value in advance of 1/31/2022, a new annual contract will be created based off 12-month growth analytics.

If CareerSource does not consume the entirety of the contract value by 1/31/2022, a credit for the remaining value will be applied to a new annual contract effective 2/1/2022.

Per Unit Pricing is Valid for 36 Months from the start date of the contract. Total Cost is variable based on consumption.

Veeam Powered Backup Service.

Veeam Powered Backup Service ("Service") is an Infrastructure as a Service ("IaaS") offering. Veeam Powered Backup Service is constructed using Dedicated Storage Resources. Service resources are allocated and controlled by a Virtual Systems managed hypervisor.

Responsibilities of Customer.

- a) determining their RTO/RPO objectives and data retention periods.
- (b) performing backups of Customer's data on their premise;
- (c) the security, including the encryption of data to the National Institute of Standards of Technology in the United States (NIST) Data at Rest Special Publication 800-111 and Data in Motion Special Publication 800-52 standards;

(d) its compliance with all laws in connection with the Services under this Agreement; and (f) the integrity of its data.

HIPPA and HITECH Act Responsibilities of Customer.

Customer and its End User are solely responsible for determining if any Services and any applications, data, or third party service that Customer or its End User runs in the Virtual Systems environment must comply with any law, standards, and policies, including without limitation, Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPPA”) (collectively referred to herein as the “Legal Requirement”) and ensuring that the Service, application data or third party service does comply with all applicable Legal Requirements. The customer acknowledges and agrees that Virtual Systems has no way of analyzing Customer’s data, services, or applications deployed in the Cloud Service environment. The customer shall immediately notify Virtual Systems if any of the data in the Virtual Systems environment includes Protected Health Information (“PHI”), as that term is defined in HIPPA regulation. If the data does include PHI, Customer and Virtual Systems shall enter into a Business Associate Agreement (“BAA”).

Rates.

Monthly Recurring Charges (“MRC”) shall be invoiced monthly. A pro-rated portion for the first month’s service will be included on the first invoice plus the next month’s service in advance. Non-recurring Charges (“NRC”) will be included on the invoice for applicable installation or service changes as directed by the Customer. Monthly recurring rates will remain the same for the duration of the Initial Term. Changes or cancellations to ordered services after Virtual Systems’ due date communication to Customer will result in additional non-recurring charges. Payment. All amounts owed by the Customer are due thirty (30) days from the invoice date (“Due Date”).

Disputes and Late Payments.

To the extent Customer disputes a portion of an invoice, Customer may withhold payment on the disputed items, provide that Customer:

- 1) provides a written statement of the disputed charges to Virtual Systems in reasonable detail within thirty (30) days of the invoice date (“Review Date”);
- 2) pays the undisputed portion of the invoice; and
- 3) negotiates in good faith with Virtual Systems for the purpose of resolving such disputes in a timely manner.

Virtual Systems shall not be obligated to consider any Customer notice of any billing discrepancies which are received by Virtual Systems after the Review Date. If payment has not been received within thirty (30) days from the invoice date, Virtual Systems will notify the Customer that if payment is not received within five (5) days, then Virtual Systems shall have the right to terminate this Agreement for cause and the Managed Data Center Services will be disconnected at a certain time on a certain date.

Early Termination.

If this Agreement is terminated by either party prior to the expiration of the Initial Term then Customer agrees to pay Virtual Systems an early termination charge equal to:

- 1) one hundred percent (100%) of all recurring charges committed to through the remainder of the Initial Term for all unexpired months of service;
- 2) any non-recurring fees Virtual Systems experiences from other suppliers in accordance with canceling Customer's service; and
- 3) any outstanding invoices still owed. Such payment shall be due within thirty (30) days of the termination date.

Termination by Virtual Systems.

1. Virtual Systems shall have the right to terminate this Agreement for cause upon written notice if the Customer breaches any term of this Agreement and fails to cure the breach within thirty (30) days after receipt of written notice for Virtual Systems.
2. Virtual Systems shall have the right to terminate this Agreement upon thirty (30) days written notice if Virtual Systems determines that provision of the Service has become impractical or unfeasible for any legal or regulatory reason.
3. Virtual Systems shall have the right to terminate this Agreement for cause immediately and without notice if: (a) Customer attempts a denial of service attack against the Managed Data Center; (b) Customer seeks to hack or break any security protocols within the Managed Data Center; (c) Customer uses the Service in any way that disrupts or threatens service to other customers of Virtual Systems; (d) Customer use of Managed Data Center poses a security risk that may subject Virtual Systems or any third party to liability, damages or danger; (e) Virtual Systems determines in its sole discretion that fraud is associated with Customer use of the Managed Data Center Service; or (f) Virtual Systems determines or is notified that Customer has been using Service for any illegal purpose or in a way that violates the law or infringes/violates/misappropriates the rights of any third party.

Access to Data.

If this Agreement is terminated by Virtual Systems for the cause then Customer will not have access to the Customer's stored data and Virtual Systems may, at its option, destroy any of the Customer's stored data. If this Agreement is terminated by Customer or by Virtual Systems for a reason other than for cause, the Customer may access its stored data any time prior to the date of termination. Virtual Systems may destroy any of the Customer's stored data that remains after the date of termination.

Unauthorized Access to Customer's Data or Use of Services.

Virtual Systems is not responsible to Customers for unauthorized access to Customer's data or unauthorized use of the Service. Customer is responsible for the use of the Service by any of Customer's employees, affiliates, officers, directors, shareholders, agents or representatives, or any other person given access to the Service, and any person who gains access to Customer's data or Services as a result of Customer's failure to use reasonable security precautions, even if such use was not authorized by Customer.

Service Upgrade.

No early termination fee shall be due and owing if Customer and Virtual Systems execute a services agreement for a service of higher capacity and the services agreement is of equal or longer-term to the Initial Term.

Technical Standards of Performance.

The customer acknowledges that Virtual Systems may need to perform routine maintenance to the network between the hours of 12:00 a.m. and 6:00 a.m. Such maintenance is acknowledged to not be considered for the overall measurement of standards of performance and meeting service metrics. All maintenance will be communicated to the Customer prior to the actual event unless the event is an emergency.

Outage Credits.

In the event Virtual Systems fails to meet the service metrics Customer shall be entitled to a credit determined according to the following formulas:

The length of the outage shall be measured in hours and fractional portions thereof. An outage shall be deemed to have commenced upon notification by Customer to Virtual Systems. Each Outage shall be deemed to terminate upon restoration of the affected Facility as evidenced by appropriate network tests by Virtual Systems, and Virtual Systems' notification to Customer. To receive credit, the Customer must make a written request within forty-five (45) days of the end of the month for which the interruption occurred. This credit shall be Customer's sole and exclusive remedy for any failure by Virtual Systems to meet a service metric. Virtual Systems may withhold issuance of any credits due Customer under this Agreement until any amounts past due by Customer have been paid in full. In no event will Outage Credits for a Service for anyone month exceed 50% of the Monthly Recurring Charge for the Service. In the event that Customer reports an outage that extends beyond twenty-four (24) hours within a thirty (30) day period then Customer reserves the right to terminate this contract within thirty (30) days of the reporting of the outage and the twenty-four (24) hour period. Termination for a prior outage after thirty (30) days will not allow for Termination by Customer.

Length of Interruption	MRC Credit Amount
5 minutes - < 15 minutes	10% of the applicable MRC
15 minutes - < 30 minutes	20% of the applicable MRC
30 minutes - < 45 minutes	30% of the applicable MRC
45 minutes - < 60 minutes	40% of the applicable MRC
> 60 minutes	50% of the applicable MRC

*For the avoidance of doubt, a Dedicated or Flexible Resource Pool shall consist of compute power (GHz), memory (RAM), and storage (GB or TB) and such credit shall apply only to DRaaS experiencing such Outage.

Acceptable Use Policy.

The customer agrees to use the Service to store, retrieve, and serve software applications, data, and /or content owned, licensed, or lawfully obtained by Customer. Customer agrees to not use, nor shall it permit others to use, the Service: for (a) any unlawful, immoral, invasive, infringing, defamatory, fraudulent, or obscene purpose; (b) to send an email of any kind that does not adhere to the guidelines set forth under the CAN-SPAM Act of 2003; (c) to send any virus, worm, Trojan horse or harmful code or attachment; (d) to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network so as to interfere with the use of the Virtual Systems network by other customers or authorized users; and (e) in a manner which is inconsistent with the generally accepted rules of managed data center etiquette and conduct. If Customer, or a third party through Customer, violates any of the foregoing prohibitions, Virtual Systems may immediately suspend the services and/or terminate this Agreement for cause and without further liability or obligation to Customer.

Additional Charges.

Consulting and Help Desk hours will be invoiced at one hundred and fifty dollars (\$150) per hour during the time period of Monday thru Friday (8 AM EST to 5 PM EST) for Customer's request of Virtual Systems' assistance with the DRaaS. After-hours, holiday and emergency charges may apply outside of the listed hours.

Original Document.

A facsimile or scanned copy of this Agreement and the signatures thereon are deemed to be originals by both parties hereto.

- 1) Customer's breach of any of the terms of this Agreement; and
- 2) any claim for withholding or other taxes that might arise or be imposed due to this Agreement or the performance hereof.

Virtual Systems acknowledges that the reciprocal also applies when claims are filed against Customer for the same reasons.

Indemnification.

Customer shall indemnify and hold harmless Virtual Systems and its officers, directors, agents, and employees, from and against any and all claims, demands, causes of action, losses, damages, costs, and expenses, including attorney fees (collectively, hereinafter "Claims") arising out of or in any manner relating to:

Limitation of Liability.

Neither Virtual Systems nor its affiliates, subsidiaries, employees, or suppliers shall be liable to Customer for any special, indirect, incidental, punitive, or consequential damages, (including without limitation, lost profits, lost revenues, and loss of business opportunity) arising out of or related to this Agreement or the Service, however, caused and under whatever theory of liability (including without limitation, strict liability and negligence), even if such party has been advised of the possibility of such damages. Virtual Systems' liability for all claims of any kind arising out of or related to this Agreement, whether based on contract, tort, including, without limitation, strict liability, and negligence, warranty or on other legal or equitable principles shall be limited to strict money damages and shall not exceed in the aggregate, fees paid by Customer to Virtual Systems during the twelve (12) month period immediately preceding the event giving rise to liability. Virtual Systems may disclose user information if required by a governmental agency, or by operation of law, or, if necessary, in any proceeding to establish rights or obligations under this Agreement.

Disclaimer of Warranties.

The customer assumes total responsibility for use of the services and applicable equipment. Virtual Systems has no responsibility for the security, loss, intrusion, or unauthorized access of stored data or any loss or damage caused by any action, omission, or failure to comply with the terms of this Agreement by Customer.

Virtual Systems makes no warranty to the customer or any other person or entity, whether express, implied, or statutory, including, without limitation, the implied warranties of non-infringement, merchantability, and fitness for a particular purpose, as to any service or equipment provided hereunder or described herein, or as to any other matter, all of which warranties by Virtual Systems are hereby excluded and disclaimed.

CPNI.

Customer Proprietary Network Information ("CPNI") shall be considered to be the confidential information of the Customer. Customer authorizes Virtual Systems to disclose CPNI:

- (a) to any third party agent designated on page one (1) of this Agreement;
- (b) to any future designated person(s) via a written letter of authorization; and
- (c) to a lawful requirement or request from a court or governmental agency.

Except as otherwise expressly permitted herein, Virtual Systems agrees that it will not:

- (a) use the CPNI for any purpose other than to further the purpose of this Agreement; and

(b) disclose or reveal the CPNI to any person or entity other than its employees, directors, officers, agents, and consultants who have a need to know to further the purpose of this Agreement and are subject to legally binding obligations of confidentiality and non-use no less restrictive than those contained in this Agreement.

Ownership of Intellectual Property.

Other than rights and interests expressly set forth in the Agreement, each party retains all right, title, respective trade secrets, inventions, copyrights, and other intellectual property.

Confidentiality.

(i) Each party agrees that all information furnished to it by the other party, or to which it has access under this Agreement, shall be deemed Confidential and Proprietary Information or Trade Secrets (collectively referred to as Proprietary Information) of the disclosing party and shall remain the sole and exclusive property of the disclosing party. Each party shall treat the Proprietary Information and the contents of this Agreement in a confidential manner and, except to the extent necessary in connection with the performance of its obligations under this Agreement, neither party may directly or indirectly disclose the same to anyone other than its employees and agents who have a need to know the Proprietary Information;

(ii) The confidentiality obligations of this Section do not apply to any portion of the Proprietary Information which is (a) or becomes public knowledge through no fault of the receiving party; (b) in the lawful possession of the receiving party prior to disclosure to it by the disclosing party (as confirmed by the receiving party's records); (c) disclosed to the receiving party without restriction on disclosure by a person who has the lawful right to disclose the information; or (d) disclosed pursuant to the lawful requirements or formal request of a governmental agency. If the receiving party is requested or legally compelled by a governmental agency to disclose any Proprietary Information of the disclosing party, the receiving party agrees that it will provide the disclosing party with prompt written notice of such requests so that the disclosing party has the opportunity to pursue its legal and equitable remedies regarding potential disclosure;

(iii) Each party acknowledges that its breach or threatened breach of this Section may cause the disclosing party irreparable harm which would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the receiving party agrees that equitable relief, including a temporary or permanent injunction, is an available remedy in addition to any legal remedies to which the disclosing party may be entitled;

(iv) Neither party may use the

1. Name, logo, trade name, service marks, or printed materials of the other party, in any promotional or advertising materials, statement, document, press release or broadcast without the prior written consent of the other party, which consent may be granted or withheld at the other party's sole discretion; and
2. Any broadcast without the prior written consent of the other party, which consent may be granted or withheld at the other party's sole discretion; and
3. Any obligations of the parties relating to confidentiality survive termination of this agreement for a two (2) year period.

If Customer and Virtual Systems choose to enter into a separate Non-Disclosure Agreement ("NDA"), then the terms and conditions of the NDA shall supersede the Confidentiality terms and conditions referenced herein.

Assignment.

This Agreement shall not be assigned by the Customer or Virtual Systems without the prior written consent of Virtual Systems and Customer.

Successors and Assigns.

All of the terms and provisions of this Agreement shall be binding upon, shall ensure to the benefit of, and be enforceable by the successors and assigns of the parties to this Agreement.

Entire Agreement.

This Agreement, and any agreement to which it refers, contains all of the terms of the agreement between the parties with respect to this subject matter and may be amended only by a writing signed by all of the parties to this Agreement.

Severability.

The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement.

Force Majeure.

Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties. Notwithstanding anything to the contrary set forth herein, Customer agrees that payment obligations hereunder shall be absolute and not subject to delay due to any event of force majeure.

Notices.

All notices, including but not limited to, demands, requests, and other communications required or permitted hereunder (not including Invoices) shall be in writing and shall be deemed to be delivered when actually received, whether upon personal delivery or if sent by facsimile, mail or overnight delivery. All notices shall be addressed as follows, or to such other address as each of the parties may notify the other. Virtual Systems Attn: Legal Notices 2450 44th Street Grand Rapids, MI Michigan 49512 AND CareerSource Central Florida 1563 FLORIDA MALL AVE Orlando Florida

Regulatory Requirements.

If the Federal Communications Commission, a state Public Utilities or Service Commission or a court of competent jurisdiction, issues a rule, regulation, law, or order which has the effect of changing or superseding any material term or provision of this Agreement, including rates, surcharges or taxes, then this Agreement shall be deemed modified in such a way as is consistent with the form, intent or purpose of the ruling.

Governing Law.



This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to conflict of law principles. The parties agree that the state courts of Michigan shall have sole and exclusive jurisdiction, and Kent County shall be the proper venue, of any claim or controversy regarding this Agreement or its subject matter, including without limitation, claims for breach of contract, breach of warranty, statutory violation, negligence or other torts. The parties agree that the exclusive jurisdiction (personal and, as allowed, subject matter) and venue for any claim or controversy relating to this Agreement including without limitation, claims for breach of contract, breach of warranty, statutory violation, negligence or other torts shall be a federal or state court in Kent County, Michigan and the parties hereby consent to such jurisdiction and venue.

Export Matters.

Customers represent and warrant that Customer is not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons to whom Virtual Systems is legally prohibited to provide the Service. Customer may not use the Service for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, nor may Customer provide administrative access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under United States export regulations.

NEXT STEPS

1. After you've read through the above pages, let us know if you have any questions!
2. If you're good to go, click the "sign here" button below.
3. Sign in the box that pops up.
4. Once we receive notification of your acceptance, a ticket will be created for our Engineers and your solution will be built.
5. You'll receive an email when they're done with "next step" instructions to start using your solution.
6. We'll also email you a separate copy of the signed contract for your records.

 3/31/2021
 **SIGNATURE**
Pamela Nabors, CEO & President

Pamela Nabors
CareerSource Central Florida

CareerSource Central Florida Contractor General Provisions, Certifications and Assurances

CareerSource Central Florida will not award a contract where the contractor has failed to accept the General Provisions, Certifications and Assurances contained in this section. This contract addendum ensures the inclusion and acknowledgement of the required Federal and State contracting and purchasing requirements which must be included in Workforce Board of Central Florida, d/b/a CareerSource Central Florida's (CareerSource) vendor agreements. This addendum will not extend the contract period or increase the contract amount described in the original agreement. CareerSource Central Florida is required to provide its vendors with the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained.

This Addendum is part of the attached Agreement by and between CareerSource Central Florida (CareerSource) and Virtual Systems (Contractor or Vendor) for services described Project Proposal: Veeam Powered BaaS/ DRaaS dated March 1, 2021 attached hereto. In consideration of the mutual covenant and stipulations set forth in the contract and Addendum herein, the parties hereby agree as follows:

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. 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. Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7, the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub-agreements.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

Contractor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement, in accordance with 29 CFR Part 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

As a condition of funding from CareerSource under Title I of the WIOA, Contractor assures that it will comply fully with the following:

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- 6) 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

Addendum to Agreement between CSCF and Virtual Systems dated _____

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.

- 7) The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 8) Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors 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, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- 9) Contractor also assures that it will comply with 29 CFR Part 38 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 Contractor makes to carry out the WIOA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Contractor shall 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). The Contractor shall report any violation of the above to the contract manager. Energy Efficiency: The 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 the Energy Policy and Conservation Act (Public Law 94-163).

Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in 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). The Contractor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

5. CERTIFICATION REGARDING LOBBYING AND 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 contract execution, complete the Certification Regarding Lobbying Form.

6. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource 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 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. 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.

7. 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 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.

8. MONITORING

At any time and as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector General of the United States and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by CareerSource. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CareerSource.

9. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Contractor agrees that 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.

10. PUBLIC ENTITY CRIMES

Contractor shall comply with subsection 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.

11. 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.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

12. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. 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.
4. Written notification of termination must be by registered mail, return receipt requested.

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

In the event this modified agreement is terminated for cause, 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 accordance with the Agreement terms.

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.

IN WITNESS WHEREOF, Contractor and Client have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY: CAREERSOURCE CENTRAL FLORIDA

APPROVED BY: VIRTUAL SYSTEMS

BY:  3/31/2021

Pamela Nabors, President & CEO
Printed Name of Client Representative

Duly authorized for and on behalf of
CareerSource Central Florida

BY: Kristin Haartman 
Digitally signed by Kristin Haartman
Date: 2021.03.02 09:11:37 -05'00'

Kristin Haartman, Controller
Printed Name of Contractor Authorized Representative

Duly authorized for and on behalf of
Virtual Systems