

VENDOR CONTRACT

NO. 4- VENDOR-WIOA-INTMED-2023 - 2024

(PROGRAM YEAR 2023-2024)

BETWEEN

CAREERSOURCE NORTH CENTRAL FLORIDA

AND

THE GREATER GAINESVILLE CHAMBER OF COMMERCE, INC.

A NOT FOR PROFIT CORPORATION

THIS IS NOT A CONTRACT FOR RESEARCH AND DEVELOPMENT

UEI #	927821850
FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) #	59-0570210
FEDERAL AWARD DATE	10/01/2023
TOTAL FEDERAL AWARD	\$1,945,710
FEDERAL AWARDDING AGENCY	US DOL, US HHS
ALN #	17.258
PASS THROUGH ENTITY	Florida Department of Commerce
CONTRACT OFFICER	Phyllis Marty
CONTACT INFORMATION	1112 North Main Street, Gainesville, FL 32601 pmarty@careersourcencfl.com (352) 681-3320

In accordance with Public Law 101-166, Section 511, known as the Steven's
Amendment, this Contract is 100% funded with Federal funds.

CONTRACT NO. 4-VENDOR-WIOA-INTMED-2023 - 2024

THIS CONTRACT, is entered into this 1st day of November, 2023 by and between **CAREERSOURCE NORTH CENTRAL FLORIDA** (hereinafter CSNCFL), the administrative entity and fiscal agent for the Dual County Workforce Development Council of Alachua and Bradford Counties (DCWDC) and the North Central Florida Workforce Development Board (NCFWDB) having its principal office at 1112 North Main Street, Gainesville, FL 32601 and **THE GREATER GAINESVILLE CHAMBER OF COMMERCE, INC.** hereinafter "Contractor" existing under and by virtue of the laws of the State of Florida as a not for profit corporation having its principal office at 300 E. University Avenue, Ste 100, Gainesville, FL 32601 to begin on October 1, 2023.

RECITALS

WHEREAS, CSNCFL entered a Contract with the Governor of the State of Florida for grants to implement workforce development programs and serve as the grant recipient and administrative entity; and

WHEREAS, CSNCFL issued a request for quotes to provide for marketing and business intermediary services on June 28, 2023; and

WHEREAS, CSNCFL received two proposals one from Contractor which was reviewed by a Committee of the CSNCFL which recommended funding to the NCFWDB and DCWDC; and

WHEREAS, the elected officials comprising the DCWDC, and the NCFWDB, wish to engage Contractor to provide for the services detailed in Contractor's proposal;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

ARTICLE 1

PURPOSE

- 1.1 It is the purpose of this Contract to state the terms and conditions under which the Contractor will implement and provide services, as described herein.

ARTICLE 2

DEFINITIONS

2.1 ALN FORMERLY CFDA NUMBER

Assistance Listing Number. The number assigned to a Federal program in the Catalog of Federal Domestic Assistance (CFDA). The CSNCFL ALN/CFDA numbers are contained in the CSNCFL ledgers.

2.2 CONTRACTOR

The Greater Gainesville Chamber of Commerce, Inc.

2.3 CAREERSOURCE NORTH CENTRAL FLORIDA

The Administrative Entity, Grant Recipient and Fiscal Agent for the North Central Florida workforce development area also referred to as CSNCFL.

2.4 FEDERAL AWARD

Means federal financial assistance and federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts under grants or contracts, used to buy goods or services from vendors.

2.5 GOVERNOR

The Governor of the State of Florida.

2.6 HHS

The Department of Health and Human Services.

2.7 PROGRAM YEAR

This is the twelve (12) month period encompassing the award of CSNCFL's workforce formula grants and begins July 1 and ends June 30.

2.8 UEI

Unique Entity ID.

2.9 Workforce Innovation and Opportunity Act of 2014 Pub. Law 113 – 128

Also referred to as WIOA provides federal grant funds to implement workforce programs.

ARTICLE 3

TERM

- 3.1 This Contract shall commence on the date that this Contract is fully executed by both parties. This Contract may be renewed by the DCWDC and NCFWDB for four (4) additional one (1) year periods:

July 1, 2024 – June 30, 2025

July 1, 2025 – June 30, 2026

July 1, 2026 – June 30, 2027

July 1, 2027 – June 30, 2028

ARTICLE 4

4.1 DESCRIPTION OF THE INTERMEDIARY SERVICES TO BE PROVIDED

- 4.1.1 Contractor, shall serve as an intermediary between the CSNCFL one-stop system and Contractor's employer members and prospective members to help identify training and placement opportunities for both their employer members and the CSNCFL one-stop job seekers by providing the following services:

- a. Introduce the new businesses which become Chamber members during each quarter of the Contract term by facilitating a meeting between the CSNCFL Executive Director or his/her designee and the One-Stop Center Manager and job development staff who will describe local area one-stop center services to the employers.
- b. Twice during the contract term, with the dates to be approved by the CSNCFL Executive Director, engage a combination of 8-10 large and small employers representing a targeted occupational area. The occupational area shall be agreed to by the Contractor and the CSNCFL Executive Director. Contractor shall organize an Employer Forum and include education, economic development, and workforce development representatives. Contractor shall identify a speaker to address the Forum and to lead a discussion on employer workforce needs, challenges, and gaps. CSNCFL and the one-stop provider will address the Forum on workforce services available for employers.

- c. Meet with the CSNCFL Executive Director quarterly to identify the Chamber events appropriate for attendance by a representative of CSNCFL. This shall not include ribbon cuttings or food fairs.
- d. After reviewing the calendar of events and meetings with the CSNCFL Executive Director, a CSNCFL representative shall be given an opportunity each quarter to address the membership, at a predetermined meeting or event as agreed to by the parties.
- e. Include details regarding one-stop center events or services, in the weekly Chamber e-newsletters which may be the eJournal, monthly Economic Development or Legislative Updates. Copy shall be provided by CSNCFL and/or the one-stop staff in accordance with the deadline to be provided by Contractor for inclusion of articles in their publications.
- f. Contractor shall provide CSNCFL with 4 complimentary Chamber Memberships. 2 for CSNCFL Staff and 2 for CSNCFL one stop provider staff. This will enable CSNCFL to have a representative at Contractor meetings to network with their employer members.
- g. Contractor shall maintain a prominent live link on their homepage to the CSNCFL website. The link shall be established within one week following the execution of this Contract. The link shall clearly differentiate the connection to the CSNCFL website and the link to the CareerSource Florida website.
- h. Contractor shall survey its membership twice a year on a variety of topics and shall consult with CSNCFL to include workforce topics/questions/issues in the surveys. When the results of the surveys are tabulated they shall be shared with CSNCFL.
- i. Contractor shall share its yearly social media calendar which is updated monthly with CSNCFL. Contractor shall coordinate with CSNCFL communications to add CSNCFL content and events which includes Facebook, Instagram, YouTube and X (Twitter) social media channels.
- j. Contractor shall identify positions that are a result of new and emerging occupations in the local workforce area specifically in Alachua County and shall identify occupational sectors that are showing a downward trend in Alachua County by collecting labor market information from the Chamber members. The results shall be provided to CSNCFL. The information collected shall be assembled into a report to CSNCFL and shall also be posted on the Contractor's

website so that it is available to the members. Contractor shall indicate that it was collected and is being made available courtesy of CSNCFL.

- k. Contractor shall include two (2) listings in their Business Directory or Membership Roster. One for CSNCFL and the other for one for the one-stop center. CSNCFL shall approve the language and information to be included in the directory or roster.

4.2 DEVELOPMENT OF WORKPLACE BASED SERVICES

4.2.1 Workplace based training refers to on-the-job training, including upgrade OJT, customized training, work experience (internships) and incumbent worker training.

- a. On the job training also referred to as OJT provides WIOA-eligible participants occupational skills training essential to the performance of a specific job. Employers agree to hire the participant and are reimbursed 50% of the participant's wage during the training period to offset the costs of training and supervision related to the training.
- b. Upgrade OJT - provides WIOA-eligible employed workers not earning a self-sufficient wage or at least as much as the wages earned in previous employment, training in new technologies, introduction to new production or services, procedures, additional skills needed for their job, or workplace literacy essential to the performance of their job. Employers are reimbursed 50% of the participant's wage during the training period. Upgrade OJT is also appropriate for individuals enrolled in registered apprenticeship training.
- c. Customized training is when an employer commits to hiring individuals who successfully complete training that is designed to meet the specific requirements of an employer. The cost of the training is shared by the employer and CSNCFL in accordance with CSNCFL policy.
- d. Work experience often referred to as a subsidized internship is a planned, structured learning experience that takes place in the workplace for a limited period of time.
- e. Incumbent worker training also referred to as IWT is training offered to employees who have worked for an employer for at least 6 months. The purpose of the training is to increase the competitiveness of the employee or employer or to prevent a layoff. The cost of the training is shared by the employer and CSNCFL in accordance with CSNCFL policy.

4.2.2 Contractor and CSNCFL shall annually determine total funds to be committed to workplace-based training activities. Funds may be allocated between adult/dislocated workers and youth. The funds allocated for work-based activities shall be committed to writing. For Year 1 of this Contract the funds required to be committed for work-based activities is as described on definitions addendum to this Contract.

4.2.3 Contractor shall be responsible for marketing workplace-based training to its employer members and obtaining commitments from the members to participate in these activities.

4.2.4 Contractor shall identify staff to be assigned to market workplace based training to Contractor's business members and the staff shall attend training to be provided by CSNCFL, to obtain a full understanding of the activities as well as the rules applicable to workplace based training.

4.2.5 Contractor shall communicate with their members including new businesses opening in the workforce area and existing business members that are expanding their business to determine their hiring needs.

4.2.6 Contractor shall meet with employer members who employ workers in demand occupational areas to explain the benefits of workplace-based training as well as of hosting an intern in their workplace to secure internship positions.

4.2.7 Contractor shall work with their members to obtain commitments to participate in any of the workplace-based training activities up to the amount of funds annually reserved and allocated by CSNCFL to workplace-based training in accordance with this agreement.

4.2.8 Once a commitment has been obtained Contractor shall communicate with CSNCFL who shall assign staff to finalize required agreements with the employers.

4.2.9 CSNCFL and Contractor shall agree on a schedule of meetings to monitor performance of the deliverables and to make adjustments as needed to assure the success of the activities.

4.2.10 Contractor shall be responsible for costs associated with the deliverables and performance required under this Contract.

4.3 FINALIZING WORKPLACE BASED TRAINING OPPORTUNITIES

4.3.1 Upon obtaining a commitment from an employer Contractor shall contact the designated one-stop career center staff to:

- a. Identify an appropriate candidate for the proposed training, or
 - b. To conduct eligibility determination if the training is Upgrade OJT or IWT, or
 - c. To conduct eligibility determination in the event of a reverse referral for OJT or customized training.
- 4.3.2 CSNCFL, one-stop business services staff shall prepare the required contracts for the work-based activity.
- a. CSNCFL business services staff and Contractor staff shall determine whether to jointly visit the employer to present the contract or whether the contracts can be transmitted electronically or via US post or other carrier for execution by the employer.
 - b. Upon execution each party to this contract shall inform the other as necessary.
 - c. No participant may start training prior to execution of the contract between the employer and CSNCFL. This shall be made clear during the marketing and commitment visits.
- 4.3.3 The ability of the Contractor to obtain the commitments from employers shall be a part of the performance considered by the CSNCFL governing boards when deciding whether to renew this Contract.

4.4 REPORTS

- 4.4.1 Contractor shall provide a monthly report to CSNCFL with the following information:
- a. Events attended by CSNCFL
 - b. Employer Forum – Agenda, attendance sheets, speaker during the month the event was held.
 - c. Screenshot showing the placement and link to the CSNCFL website
 - d. The list of new employer members introduced to CSNCFL
 - e. A copy of the events community calendar for the month
 - f. A copy of the articles or announcements in Contractor's monthly

publication

- g. The names of the employers visited during the month to market work-based training activities.
- h. The number and names of participants placed into work-based training for the month
- i. The number of work-based contracts executed during the month

ARTICLE V

COMPENSATION

5.1 MAXIMUM FEE

- 5.1.1 The maximum fee to be paid shall be One Hundred Fifteen Thousand Dollars (\$115,000) for the period November 1, 2023 and ending June 30, 2024.
- 5.1.2 Contractor shall invoice CSNCFL Fourteen Thousand Three Hundred and Seventy-Five Dollars (\$14,375.00) monthly for the deliverables listed in the contract.
- 5.1.3 Invoices shall be submitted using the CSNCFL invoice forms. CSNCFL will not pay partial invoices. Invoices must be correct and accompanied by the documents substantiating the deliverables. Invoices must be submitted within fifteen (15) days of the close of the month for which reimbursement is sought.
- 5.1.4 Contractor agrees, upon receipt of a written explanation and request from CSNCFL and following an opportunity to discuss the matter with CSNCFL, to return to CSNCFL any funds paid by CSNCFL to the Contractor which may have been erroneously paid and/or in excess of the fees owing to the Contractor under this Contract.
- 5.1.5 CSNCFL shall pay Contractor within 30 days of submission of their invoice.

5.2 FEE FOR SUBSEQUENT PERIODS

The maximum fee for subsequent periods covered under this Contract shall be negotiated ninety (90) days prior to the start of the contract term.

5.3 ANALYSIS OF CONTRACTOR COSTS

Contractor agrees to present CSNCFL with a cost analysis of their fees in the format prescribed by the state if required.

ARTICLE 6

GENERAL

6.1 COMPLIANCE WITH FEDERAL GRANT REQUIREMENTS

Contractor assures, warrants, covenants, and agrees that in the performance of its duties and obligations pursuant to this Contract, Contractor is and will be in full and complete compliance with all applicable regulations promulgated by the oversight authority for the grants and fund sources administered by CSNCFL and all other applicable laws, government regulations and guides governing said performance.

6.2 COMPLIANCE WITH THE STATE, HHS AND DOL REQUIREMENTS

6.2.2 Contractor agrees that in the event that any portion of the final audit report is rejected by CSNCFL's federal cognizant agency, or the State, because of actions or omissions of the Contractor, Contractor shall take whatever reasonable action is necessary to make that portion of the audit report(s) acceptable to the rejecting authority within thirty (30) days of notification to Contractor.

6.2.3 If at any time a federal agency or the State refuses a portion of the audit performed by the Contractor or tendered to it by Contractor or requests clarification or poses a question or seeks further information, Contractor agrees to reply to the request within thirty (30) days of the date such request is made.

6.3 DISCLOSURE OF FINANCIAL INTERESTS

Contractor warrants that no member of, or delegate to the Congress of the United States, or CSNCFL official, employee, or governing board member shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

6.3.1 Contractor also warrants that neither their firm nor any partner or principal has employed any person or solicited or secured this Contract through any

Contract for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give CSNCFL the right to terminate this Contract.

- 6.3.2 The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with CSNCFL has any personal or financial interest, direct or indirect in this Contract, and that no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or its employees must be disclosed to CSNCFL. This paragraph shall not be construed so as to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and/or participation by residents of the area.

6.4 AMENDMENTS TO THIS CONTRACT

- 6.4.1 If either Contractor or CSNCFL wishes to modify, change, or amend this Contract, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Contract. No such change shall be effective until approved by CSNCFL and/or Contractor and a formal amendment to this Contract is executed by both parties.
- 6.4.2 CSNCFL may, before or during the conduct of the audits, request changes in the scope of services to be performed under this contract. Such changes, including any increase or decrease in the number of sub grants to be audited or in the amount of the Contractor's compensation or change in the time limitation for submission of the Contractor's reports, which are mutually agreed upon by and between CSNCFL and the Contractor, shall be incorporated by written amendments into this Contract.

6.5 INDEMNIFICATION AND INSURANCE

- 6.5.1 Contractor shall at all times hereafter indemnify, hold harmless and, at CSNCFL's option, defend or pay for an attorney to defend CSNCFL, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by CSNCFL, its governing boards or staff. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSNCFL any sums due Contractor under this Contract may be retained by CSNCFL until all of CSNCFL's claims for

indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CSNCFL.

- 6.5.2 No payment by CSNCFL to Contractor shall be construed as a waiver by CSNCFL or any breach or default of Contractor in the performance of any condition of this Contract or Amendment hereto; nor shall such payment impair or prejudice any right of CSNCFL with respect to such breach or default; nor shall any assent by CSNCFL expressed or implied, to such breach or default, be construed as assent to any succeeding breach or default.

6.5.3 Insurance

Contractor shall maintain the insurance and bonding specified below during the term of this Contract.

a. Third Party Liability

Third Party General Liability Insurance on a negligence basis, including injuries and accidental death to any person in an amount not less than one million dollars (\$1,000,000.00) and subject to the same limit for more than one (1) person in an amount not less than three million dollars (\$3,000,000.00) per occurrence.

b. Non-Owner Coverage

Contractor shall maintain non-owner vehicle insurance coverage and shall name CSNCFL as an additional insured.

c. Directors and Officers, Employment Practice Liability and Errors and Omission Coverage

Non-governmental Contractors shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Coverage shall be in the amount of at least one million dollars (\$1,000,000.00) and shall name CSNCFL as an additional insured.

d. Certificates of Insurance

Upon request Contractor shall make Certificates of Insurance and Bonding available to CSNCFL with such certificates clearly indicating that Contractor has obtained insurance and bonding in the amounts, type and classifications specified in this section and naming CSNCFL as an additional insured.

e. Addition of CSNCFL as a Named Insured

f. All insurance coverage required by CSNCFL shall cite CSNCFL as an additional insured under the policy. In the event the policy is canceled CSNCFL shall have the right to cancel this Contract.

g. Failure to Maintain Insurance

Contractor shall not cancel, materially change, or not renew insurance coverages affecting this contract before final payment by CSNCFL is made to Contractor. Contractor shall notify CSNCFL in writing, of any material reduction or exhaustion of aggregate limits. Any exposure realized as a result of being underinsured will be covered by Contractor with non-federal funds. Failure to maintain the insurance coverages required herein, may result in termination of the contract.

6.6 NOTICE

All notices required to be given to CSNCFL under this Contract shall be sufficient when hand delivered or mailed to the CSNCFL Executive Director at their office located at 1112 North Main Street, Gainesville, FL 32601. All notices required to be given to Contractor under this Contract shall be sufficient when hand delivered or mailed to the Contractor at its office located at 300 East University Ave., Suite 100, Gainesville FL 32601.

6.7 ASSIGNMENT AND/OR SUBCONTRACTING

Contractor shall not subcontract, assign or transfer any of its interest or duties or obligations under this Contract except those claims for monies due or to become due from CSNCFL under the Contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this Contract shall inure to the benefit of the surviving or remaining members of such partnership

6.8 COMPLIANCE WITH FEDERAL LAWS

6.8.1 To the extent this contract is funded with federal funds in excess of one hundred thousand dollars (\$100,000.00) Contractor shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995]

- 6.8.2 Contractor certifies that it follows the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.
- 6.8.3 Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with: 45 CFR Part 74 and/or 45 CFR Part 92 and/or 220 CFR Part 600 et. seq., and all other applicable federal regulations as applicable
- 6.8.4 Contractor shall comply with 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.
- 6.8.5 Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 6.8.6 Contractor shall comply with 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.
- 6.8.7 Contractor shall comply with the Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 6.8.8 Contractor shall comply with 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.
- 6.8.9 Contractor shall comply with Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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.
- 6.8.10 Contractor shall comply with The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 6.8.11 Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7).

- 6.8.12 Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-Contracts.
- 6.8.13 Equal Employment Opportunity. Contractor agrees that it shall comply with Exec. Order No. 11246, Equal Employment Opportunity, as amended by Exec. Order No. 11375, and as supplemented in Department of Labor regulation 41 C.F. R., pt. 60, if applicable.
- 6.8.14 Non-Discrimination and Harassment-Free Workplace. Contractor shall not discriminate against any employee employed in the performance of a Contract, or against any applicant for employment because of race, creed, color, handicap, national origin, marital status, or sex. The Contract shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The Contractor agrees to insert a similar provision in all subcontracts that will meet the requirements as set forth in Public Law 105-220, section 188.
- 6.8.15 Unauthorized Aliens. Contractor agrees not to employ unauthorized aliens. CSNCFL shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSNCFL. Contractor shall obtain affidavits from its subcontractors swearing and affirming that they do not employ, contract with, or subcontract with an unauthorized alien, Contractor shall maintain a copy of subcontractor affidavits.
- 6.8.16 Debarment and Suspension. Contractor certifies that they are not presently nor within the three (3) year period preceding the effective date of this Contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 CFR 98.
- 6.8.17 Pro-Children Act. Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S. C. 6083.

6.8.18 Domestic Preferences for Procurements

As applicable Contractor shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.

6.8.19 Procurement of Recovered Materials

As applicable, the Contractor shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

6.9 LOBBYING AND RELATED PARTIES

6.9.1 Lobbying. Contractor shall complete the Lobbying Certification Form and Disclosure of Lobbying Activities Form, Standard Form-LLL.

6.10 Contractor attests that he has not employed any person to solicit or secure this Contract through any Contract for a commission, percentage, brokerage, or contingent fee. Contractor agrees and understands that no officer, employee, or agent of the Contractor shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-contractor or employer or from any staff person or elected official connected with CSNCFL or its governing boards. Breach of this clause may result in termination of this Contract, or, at CSNCFL's discretion to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fee.

6.11 When applicable, the Contractor shall disclose all related party transactions.

6.12 INTEGRATION

6.12.1 The parties hereto agree and understand that the words and figures contained in the following list of documents which are attached hereto or incorporated by reference shall, taken as a whole, constitute the Contract between the parties hereto and are as fully a part of the Contract as if they were set forth verbatim and at length herein:

- a. Assurances and Certifications.
- b. Individual Non Disclosure Confidentiality Certification
- c. State Data Sharing Sub-grant Agreement (Non- Disclosure and Confidentiality Sub-grant Agreement)
- d. Debarment Form.
- e. Lobbying Form.
- f. Lobbying Certification Form
- g. Drug Free Workplace Certificate
- h. Certification Regarding Environmental Tobacco Smoke

- i. The Request for Quotes Response except as it has been modified by this Contract.
- j. The Personal Responsibility and Work Opportunity Reconciliation Act Pub 104-193 (August 22, 1997), statutes and regulations.
- k. Child Labor Laws, as applicable. (29 USC 203): Employment of Minors Between Fourteen(14) and Sixteen(16) Years of Age (Subpart C), Occupations Particularly Hazardous for the Employment of Minors Between Sixteen(16) and Eighteen(18) Years of Age or Detrimental to Their Health or Well-being (subpart E).
- l. Immigration and naturalization service regulations for employers and employees **Public Law 107 -124 and 107-125**

6.13 TERMINATION

- 6.13.1 It is understood and agreed that this Contract may be terminated for convenience upon ninety (90) days written notice by either party to the other party.
- 6.13.2 Contractor agrees and understands that funds allocated to the Contractor under this Contract or any amendment or modification hereto are contingent upon CSNCFL's receipt of the federal grant funds under which this Contract is funded. CSNCFL, therefore, reserves unto itself the right to unilaterally de-obligate, or if necessary, to suspend or terminate this Contract or any amendment hereto instantaneously and as may be necessitated by CSNCFL's funding levels. Any de-obligation, modification or amendment shall be effective upon written notification to the Contractor by CSNCFL. CSNCFL shall provide Contractor thirty (30) days' written notice, or in the event CSNCFL receives less than thirty (30) days' notice, CSNCFL shall provide such notice as CSNCFL receives from its funding sources. In such instances, if work has begun under this contract, the Contractor shall be paid the monthly fee through the end of the month of termination.
- 6.13.3 Obligations Extending Beyond Contract Termination. Provisions of this Contract which by their terms extend beyond the termination or non-renewal of this Contract will remain effective after termination or non-renewal.
- 6.13.4 CSNCFL may terminate this contract in the event of the occurrence of any of the below listed events, upon 24 Hours written notice, pursuant to Section 6 following a period of 48 hours to allow Contractor the

opportunity to respond. The decision to accept Contractor's response shall be at the sole discretion of CSNCFL.

a. Becomes bankrupt or insolvent

b. Discontinues operations

c. Is the subject of lawsuits or other legal action that may materially impact the financial viability of Contractor

d. Is the subject of official investigations of fraud or abuse on the part of Contractor, their staff, officers, or directors, and/or

e. Experiences theft or loss of funds or equipment that are materially needed to support the contracted services at the discretion of CSNCFL.

6.13.5 CSNCFL may terminate this Contract in the event of breach of this Contract by giving written notice to the Contractor in accordance with herein, after allowing Contractor 48 hours to respond and an opportunity to cure. The decision to accept Contractor's response and an opportunity to cure shall be at the sole discretion of CSNCFL.

6.13.6 In the event of termination for cause, CSNCFL shall be liable for payment only for services rendered or goods delivered prior to the effective date of termination.

6.14 ALL PRIOR CONTRACTS

6.14.1 It is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts whether oral or written.

6.15 CONTRACTOR SHALL BE FAMILIAR WITH ALL APPLICABLE LAWS

The Contractor shall familiarize himself with and comply with the provisions of any and all federal, state and county orders, statutes, ordinances, charter, bond covenants, administrative code, rules and regulations which may pertain to the work required under this Contract, including specifically those which pertain to "Conflicts of Interest" and "Employment Discrimination". In addition, the Contractor is required to execute a Truth-in-Negotiation Certificate stating that the rates of compensation and other factual unit costs supporting this compensation are accurate, complete, and current at the time of contracting.

Contractor agrees that none of its officers or employees shall during the term of this Contract serve as an expert witness against CSNCFL, the DCWDC, or the NCFWDB, Inc. in any legal or administrative proceeding in which he or she is not

a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CSNCFL or the DCWDC or the NCFWDB in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is given written authorization from CSNCFL to utilize subcontractors to perform any services required by this Contract Contractor agrees to prohibit such subcontractors by written contract, from having any conflicts as within the meaning of this section.

6.16 E-VERIFY

6.16.1 Contractor agrees to comply with Florida Statutes 448.095 and shall:

1. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors
2. Not employ, contract with, or subcontract with an unauthorized alien

6.16.2 Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits

6.17 PROHIBITION ON CERTAIN TELECOMMUTING AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 2 CFR 200.216

6.17.1 Contractor is prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country."

6.17.2 In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

6.18 STATUTORY AND NATIONAL POLICY REQUIREMENTS 2 CFR 200.300

6.18.1 Contractor shall assure that federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. Contractor is aware or has been made aware of all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award as they may apply to the conduct of the audit.

6.18.2 Contractor is aware of FFATA requirements, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

6.19 PUBLIC ENTITIES CRIME

Contractor represents that the execution of this Contract will not violate the Public Entity Crimes Act (§ 287.133, Florida Statutes) which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CSNCFL, may not submit a bid on a contract with CSNCFL for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSNCFL, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the CSNCFL, and may not transact any business with the CSNCFL in excess of the threshold amount provided in § 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from the CSNCFL's competitive procurement activities.

In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that he or she committed an act defined by § 287.133, Florida Statutes, as a "public entity crime" and that he or she has not been formally charged with committing an act defined as a "public entity crime," regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.20 PATENTS, COPYRIGHTS, AND ROYALTIES

6.20.1 Pursuant to Section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, the Contractor shall refer the discovery or invention to the CSNCFL who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved to the State of Florida.

6.20.2 In the event that any books, manuals, films, or other copyrightable materials are produced the Contractor shall notify the CSNCFL. Any and all copyrights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.

6.21 VESTED POWERS

All powers not explicitly vested in the Contractor by this Contract will remain with CSNCFL.

6.22 VENUE

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Contract shall be in Alachua County, Florida.

6.23 EXECUTION



This document may be executed in multiple originals, may be executed in digital format and may be executed in multiple counterparts, each of which shall be deemed an original.

EXECUTION PAGE

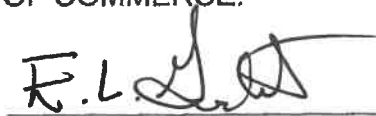
IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: The Greater Gainesville Chamber of Commerce, by and through its President/CEO, and CareerSource North Central Florida signing by and through its Chief Executive Officer in accordance with the CareerSource North Central Florida governing boards action taken on September 18, 2023.

AS TO THE GREATER GAINESVILLE CHAMBER OF COMMERCE:

ATTEST:

BY:



(Signature)

NAME: Eric Godet

TITLE: President/CEO

DATE: 11/1/23

AS TO CAREERSOURCE NORTH CENTRAL FLORIDA:

ATTEST:




BY:



(Signature)

NAME: Phyllis Marty

TITLE: Chief Executive Officer

DATE: 11/1/23

Approved as to form

BY: Rochelle Daniels

Rochelle J. Daniels
Attorney

The grantor will not award a grant where the Grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this Contract, the Grantee hereby certifies and assures that it will fully comply with the following:

A. Assurances – Non-Construction Programs (SF 424 B)

B. Debarment and Suspension Certification (29 CFR Part 98)

C. Certification Regarding Lobbying (29 CFR Part 93)

D. Drug free Workplace Certification (29 CFR Part 98)

E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

By signing the Contract, the Grantee is providing the above assurances and certifications as detailed below:

- A. ASSURANCES – NON-CONSTRUCTION PROGRAMS. NOTE:** Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. 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 (40.327-333), regarding labor standards for federally assisted construction sub Contracts.
5. 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 (Clear Air) Implementation Plans under Section 176(c) of the Clear 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).
6. Will cause to be performed the **required** financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

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

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;

Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Grantee is unable to certify to any of the statements in this certification, such prospective Grantee shall attach and explanation to this proposal [or plan].

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Contracts.

The undersigned (i.e. Grantee) certifies, to the best of his or her knowledge and 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 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 Contract, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative Contract.

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

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

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Grantee, attests and certifies that the Grantee will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.

- c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.
- 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- 5. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.
- 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.
 Check () if an additional page was required for the listing of the workplaces.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee 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 Contracts the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. The Grantee understands that DEO and the United States has the right to seek judicial enforcement of the assurance.



Signature

11/1/23

Date

Eric Godet

Print Name

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant 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 proposal been convicted of 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 for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (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 or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

E. L. [Signature]

Signature

11/1/23

Date

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) 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 the 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.

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

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.


Grantee/Contractor/Organization

Program/Title

Name of Certifying Official

Date 11/1/23

Print Name and Sign

Eric Godet 

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or have been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants, and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award

number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier
Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan
Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award
Post award
Initial Filing Material Change: Year _____ Qtr _____ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹¹. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

a. contract	a. bid/offer/application	a. initial filing
b. grant	b. initial award	b. material change
c. cooperative agreement	c. post-award	For Material Change Only
d. loan		year _____ quarter _____
e. loan guarantee		date of last report _____
f. loan insurance		

4. Name and Address of Reporting Entity: _____ Prime _____ 5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known: Address of Prime:

Congressional District, if known:

Congressional District, if known:

6. Federal Department/ Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobbying Entity

b. Individuals Performing Services
(including address if different from
No. 10a.)

(If individual, last name, first name, MI)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):

_____ actual _____ planned _____

12. Form of Payment (check all that apply):

a. cash

b. In-kind, specify: nature _____
value _____

a. retainer

b. one-time fee

c. commission

d. contingent fee

e. deferred

f. other, specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or

Member(s) contacted, for Payment Indicated in item 11.

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.²

Signature _____

Print Name _____

Title _____

Telephone Number _____

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing an ongoing drug-free awareness program to inform Employees concerning:

1. The dangers of drug abuse in the workplace.
2. The policy of maintaining a drug-free workplace.
3. Any available drug counseling, rehabilitation and employees' assistance programs.
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A

D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement.
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.

3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

E.L. Godet

Signature

11/1/23

Date

Eric Godet

Print Name

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

E.L. Godek 11/1/23

Signature and Date

Eric Godek

Printed Name

President / CEO

Title

Greater Gainesville Chamber

Organization

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information (PII) of individuals who receive public assistance, employment and unemployment insurance records maintained by the Florida Department of Economic Opportunity, made available to my employer, for the limited purpose of performing its official public duties pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include the name (or other PII), social security numbers, wage, unemployment and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my public duties associated with the program requirements set forth under contract or agreement, I understand that I may be granted access to confidential data managed and controlled by entities that are not party to this agreement. Prior to receiving access to such systems, I acknowledge and agree to abide by the following standards:

- 1) I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
- 2) I will use access to the systems only for purposes authorized by law to secure information to conduct official program business consistent with my official public duties.
- 3) I will not disclose my user identification, password, or other information needed to access the systems to any party nor shall I give any other individual access to information secured.
- 4) If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access the Workforce Systems or other systems to which I have been granted access, I will immediately notify the Regional Workforce Board Security Officer.
- 5) I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.
- 6) I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
- 7) I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
- 8) I will not share with anyone any other information regarding access to the Systems unless I am specifically authorized by the Agency.
- 9) I will not access or request access to any social security numbers, personal information, wage, employer, unemployment or employment data unless such access is necessary for the performance of my official duties.

- 10) I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
- 11) I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served in such a way to prevent the information from being reconstructed, copied, or used by any means.
- 12) I certify or affirm I have received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations or have received written standards and instructions in the handling of confidential data from my employer or the Agency. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
- 13) I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____

Date: 11/1/23

Print Employee Name: Eric Godet

Organization Name: Greater Gainesville Chamber

Organization Address: 300 East University Ave Suite 100

Job Title: President / CEO

Work Phone Number: 352-334-7128 Ext: _____

Work E-Mail: egodet@gainesvillechamber.com

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource North Central Florida (CSNCFL) and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of Florida Commerce, formerly the Department of Economic Opportunity, as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Innovation Opportunity Act (WIOA). Thus, the Agency hereby agrees to make available to CSNCFL and through CSNCFL to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Contractor is aware that the CSNCFL Director of Operations is the local level security officer for the various workforce programs systems.

C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CSNCFL.

D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit D. These forms shall be submitted to CSNCFL. Contractor shall be responsible for ensuring that CSNCFL is notified when employees are

terminated or are no longer in need of system access so that CSNCFL can terminate the access and thereby protect the security of the system and the data.

F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential; however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the Florida Commerce Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor agrees to defend, indemnify, and hold CSNCFL, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of

the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CSNCFL reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CSNCFL.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Contractor

Name of Contractor:

Name of President or Chief Officer: Eric Godet

(Signature) 

(Title) President or Chief Officer

(Date) 11/1/23

ACCEPTED BY CareerSource North Central Florida:

Name of CEO: Phyllis Marty

(Signature) 

(Title) CEO

(Date) 11/1/23