VENDOR CONTRACT NO. 2024 - 2025 Vendor CWFS

BETWEEN

CAREERSOUCE NORTH CENTRAL FLORIDA

AND

NORTH FLORIDA BUILDING MAINTENANCE, LLC DBA CITY WIDE FACILITY SOLUTIONS

FOR

JANITORIAL SERVICES

This is not a Contract for Research and Development

UEI#	5965000501		
FEDERAL AWARD IDENTIFICATION # (FAIN)	AA-38523-22A-12		
TOTAL FEDERAL AWARD	\$6,687,775.00		
FEDERAL AWARDING AGENCY	USDOL, USHHS		
ALN (CFDA) #	TANF WIOA ADULT WIOA DW WIOA Youth SNAP WP LVER/DVOP UC	93.558 -17.258 -17.275 -17.259 -10.561 -17.207 -17.801 -17.225	
PASS THROUGH ENTITY	FL. Department of Commerce		
CONTRACTING OFFICER	Phyllis Marty, Chief Executive Officer		
CONTACT INFORMATION	pmarty@careersourcencfl.com 1112 North Main Street Gainesville, FL 32601 352-681-3320		

This Workforce Innovation and Opportunity Act Contract is fully supported by the Employment and Training Administration of the U.S. Department of Labor and Personal Responsibility and Work Opportunity Reconciliation Act is fully supported by the Department of Health and Human Services which together total \$6,687,775 with funds from the federal funding streams listed above. The total funds for this contract are \$60,000. Pursuant to the <u>Steven's Amendment</u> 100% of the funds support this contract are federal funds.

City Wide PY 24-25 Janitorial Services Agreement No. 2024-2025 Vendor CWVS Page 1 THIS CONTRACT NO. 2024-2025-VENDOR-CWFS, entered into this 17 day of October, 2024, by and between CAREERSOURCE NORTH CENTRAL FLORIDA, hereinafter referred to as CSNCFL, the administrative entity and fiscal agent for the CareerSource North Central Florida Workforce Development Council and the CareerSource North Central Florida Workforce Development Board hereinafter referred to as the CSNCFL WDB having its principal office at 1112 North Main Street Gainesville, FL 32601 and NORTH FLORIDA BUILDING MAINTENANCE d/b/a CITY WIDE

FACILITY SOLUTIONS hereinafter referred to as CONTRACTOR, existing under and by virtue of the laws of the State of Florida as a for-profit corporation, having its principal office at 4963 Beach Blvd., Jacksonville, FL 32207 to begin on the date this Contract is executed by the parties.

RECITALS

WHEREAS, CSNCFL issued a Request for QUOTES (RFQ) for the provision of Janitorial Services; and,

WHEREAS, CONTRACTOR responded to the RFQ; and

WHEREAS, following a review of the quotes staff recommended to the CSNCFL governing boards at their meeting in October 2024 that they approve entry into a Contract with CONTRACTOR, the lowest responsive quote received, to perform the Janitorial Services as described in the RFQ specifications; and,

WHEREAS, CSNCFL desires to engage the CONTRACTOR to provide Janitorial Services with up to three renewals;

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 agree as follows:

- 1. CONTRACTOR will perform cleaning services in a good and workmanlike manner at the premises located at:
 - a. 1112 North Main St., Gainesville, FL 32601
 - b. 1389 North Highway 90 #170, Lake City, FL 32055
 - c. 925 Temple Ave, Ste C, Starke, FL 32091
- 2. CONTRACTOR'S supervisory personnel will regularly inspect the premises and the work done by the CONTRACTOR'S employees and will exercise authority over all such employees.
- 3. CONTRACTOR will furnish all labor, equipment, materials, and personnel

necessary to the performance of its duties.

- 4. CSNCFL and CONTRACTOR shall agree regarding storage facilities for equipment and materials provided by CONTRACTOR to protect CONTRACTOR'S property. Prior to storing any items on the property, contractor will provide an inventory list including photographs of equipment being stored.
- 5. CONTRACTOR representatives and employees assigned to CSNCFL shall be background-checked and cleared according to all Federal, State and local requirements. CONTRACTOR shall provide CSNCFL with an updated list of all cleared employees via email when any personnel changes are made. CONTRACTOR shall provide their representatives and employees with a photo identification badge with CONTRACTOR's and employee's name and photograph, printed on the badge for verification purposes. CONTRACTOR representatives and personnel shall wear the badge at all times while on the building premises
- 6. All employees shall meet 1-9 requirements.
- 7. CONTRACTOR will perform its duties Monday thru Friday, except for holiday's observed by the CSNCFL. CONTRACTOR will perform its duties in such manner as to avoid inconvenience to the users of the premises and interference with the CSNCFL'S operations.
- 8. CONTRACTOR shall not be obligated to provide services on the legal United States holidays unless instructed and agreed to otherwise. The holidays are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. CSNCFL will provide CONTRACTOR with a list of holidays when the CSNCFL offices will be closed.
- 9. CONTRACTOR shall secure all permits required to perform its duties.
- 10.CONTRACTOR shall comply with Federal, State, County, and Municipal laws, ordinances, rules, and regulations applicable to them and their business.
- 11. CONTRACTOR will also ensure their employees comply with all legal, safety and insurance regulations.
- 12. CONTRACTOR waives, and CONTRACTOR shall ensure that the CONTRACTOR's insurance carrier waives, all subrogation rights against CSNCFL and the CSNCFL governing boards, their officers, directors, employees, and volunteers for all losses or damages.

- 13. Contractor shall ensure that their Workers Compensation Policy include Employers' Liability with minimum limits of \$100,000 for each accident. CSNCFL requires the policy to be endorsed with WC 00 03 13 Waiver of Right to Recover from others or equivalent.
- 14 CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at CSNCFL's option, defend or pay for an attorney selected by CSNCFL to defend CSNCFL, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by a 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 any person or property. 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 special fees, markups or interest payments on the part of CSNCFL.
- 15. CONTRACTOR shall maintain such insurance as appropriate to the services to be provided under this Contract to be able to indemnify CSNCFL, its Officers, Directors and employees. During the terms of this Agreement, CONTRACTOR will carry and maintain in full force liability insurance naming CSNCFL as a third-party beneficiary and workmen's compensatory insurance presented in this agreement.
- 16. The term of this Agreement shall commence on or after November 1, 2024 (date signed) and shall remain in effect through September 30, 2025. This agreement maybe renewed for three (3) I-year periods as follows:
 - a. October 1, 2025 September 30, 2026
 - b. October 1, 2026 September 30, 2027
 - c. October 1, 2027 September 30, 2028

17. Termination

a. This Contract may be terminated for convenience by either party by providing the other party at least thirty (30) days advance notice in writing, via US Mail or overnight courier to the other party, of its desire to terminate this Agreement, except that, if either party becomes bankrupt or insolvent, or discontinues

- operations, the Contract may be terminated by either party upon twenty-four (24) hours written notice.
- b. This Contract may be terminated if contractor fails to deliver the goods and/or services required under this contract.
- c. CSNCFL, 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 notification to the CONTRACTOR by CSNCFL. CSNCFL shall provide CONTRACTOR thirty (30) days' 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, costs will be reimbursed up to the date of cancellation only; thereafter neither CSNCFL nor CONTRACTOR shall have any obligation whatsoever to complete or otherwise continue the Contract.
- d. This contract maybe terminated or modified if CSNCFL vacates any of the spaces identified in paragraph 1 above. If CONTRACTOR and CSNCFL are unable to agree on the reduction or addition of costs related to such a move CSNCFL may terminate this Contract.
- 18. The services covered by this Agreement shall be provided at the rate listed below:
 - a. Regular Services as listed on Exhibit A shall be provided at a base rate of two thousand two hundred fifty Dollars (\$2,250.00) per month for services five days per week at the Gainesville location.
 - b. Regular Services as listed on Exhibit A shall be provided at a base rate of two thousand Dollars (\$2,000.00) per month for services five days per week at the Lake City location.
 - c. Regular Services as listed on Exhibit A shall be provided at a base rate of five hundred fifty Dollars (\$550.00) per month for services two days per week at the Starke City location.
 - d. The amount to be paid to CONTRACTOR shall be increased by percent 1% of the base rate of the previous year for each renewal year.
 - e. CSNCFL shall pay CONTRACTOR within 30 days of receipt of an error free monthly invoice.
 - b. CSNCFL may request additional services as listed below:

- i. Extraction Carpet Cleaning \$2,550.00-Lake City per occurrence.
 \$575.00-Starke per occurrence recommended bi-annually (Upon request by CEO).
- ii. Machine Scrub Services: Gainesville location, White pad machine scrub \$2,750.00 to all VCT flooring, recommended 3 times per year (upon request by CEO).
- iii. Hard Surface Floor Care (VCT: Strip and 5 coats of wax) \$6850.00 per occurrence (upon request by CEO).
- c. CONTRACTOR'S pricing is based on square footage. CSNCFL shall notify CONTRACTOR in writing if there are any changes in area or type of service for those areas.
- d. CONTRACTOR agrees that the current rate is established by the quote provided in Exhibit A and will be maintained for a one-year term.
- 19. CONTRACTOR agrees to comply with federal and state law pursuant to Exhibit A:
 - a. Exhibit A Description and Price

EXHIBIT A

The following services shall be performed in accordance with the schedule listed:

(CAREERSO	URCE NORTH CENTRAL FLORIDA
Frequency Days/Time		
Evening Cleaning	5 Days	M-F After 5 pm Gainesville and Lake City
Evening Cleaning	2 Days	M-F After 5 pm Starke
		\$4800.00

Sales Tax Excluded as N/A

General Cleaning Specifications

Offices, Hallways, Lobby - Nightly 5 Times Per Week/2 times/week-Starke

- Empty all waste receptacles, removing office, trash to area on premises for disposal and replace plastic liners as needed
- Sweep and mop all hard floor surfaces (only utilize flat microfiber mop system)
- 3. Vacuum and mop all hard flooring with a neutral cleaner.
- 4. Hand dust/wipe down office furniture, window-sills, ledges, moldings, counters, picture frames, cabinets, etc.
- 5. Dust on top of file cabinets
- 6. Vacuum all carpeting moving all light movable furniture and objects
- 7. Wipe all picture frames and wall hangings.
- 8. Wipe and polish sinks, drinking fountains any other stainless steel
- 9. Spot clean walls as needed (depends on type of oil or water-based paint).
- 10. Spot clean all interior glass partition and doors as needed.
- 11. Spot clean all carpet stains
- 12. Wipe down reception area counter.
- 13. Do not to touch any papers on employee's desks.
- 14. Clean front glass doors inside and outside on a nightly basis.
- 15. Wipe down all conference room tables
- 16. Organize and clean all janitorial closets
- 17. Lock and secure facility each evening (all lights turned off- if needed)

- 20. Integration. 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. Exhibit A- Assurances and Certifications
 - b. Exhibit 8- Federal Contract Compliance Requirements
 - c. Exhibit C- Debarment Form
 - d. Exhibit D- Lobbying Form
 - e. Exhibit E- Lobbying Certification Form
 - f. Exhibit F- Drug Free Workplace Certificate
 - g. Exhibit G- Certification Regarding Environmental Tobacco Smoke

EXECUTION PAGE

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: CITY WIDE FACILITY SOLUTIONS INC. by and through its General Manager, 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 November 11, 2024.

AS TO: CITY WIDE FACILITY SOLUTIONS INC.

ATTEST:	BY: Patrick Dougherty
	NAME: (Signature)
	TITLE: General Manager Pineder of operations
	DATE: 11/20/2024 11/25/24
AC TO CAREERSON IBCE MORTH CENT	RAYMOND A. PRORES DIRECTOR OF OPEN
AS TO CAREERSOURCE NORTH CENT	TRAL FLORIDA.
ATTEST: Davs	BY: Hall Late (Signature)
Brusher	NAME: Phyllis Marty
	TITLE: Chief Executive Officer
	DATE: 11/25/24
	, , ,
Approved as to form	
BY: Rochelle J. Daniels Attorney	

ASSURANCES AND CERTIFICATIONS

The granter 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 8)
- B. Debarment and Suspension Certification (29 CFR Part 98)
- C. Certification Regarding Lobbying (29 CFR Part 93)
- P Drug tree 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 Granter agency.

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

- 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 0) 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).
- Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 0MB 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.
 - 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.
- 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 ofage; 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.

Patrick Dougherty	11/20/2024
Signature	Date
Patrick Dougherty	
Print Name	1111
My pull	Rayrons A Flores
Jeffey Pobletin	11/25/24
1112 6/4	

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.

Signature	Date
14-12	11-25-24

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 of 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

Print Name and Sign

*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 0MB). Lobbving 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

- 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.
- 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.
- Enter the Federal program name or description for the covered Federal action (item
 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."
- 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.
- 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: Loan Guarantee Post award	Contract Grant Co- Loan Insurance Bid	operative Agreement /Offer/Application	Loan Initial Award
Initial Filing Mate	rial Change: Year	Qtr Date of las	st report
Enter the full name, address Congressional District, if known designates if it is, or expects awardee, e.g., the first sub-Action: Type:	own. Check the appropriate s to be, a prime or sub awa awardee of the prime is the	e classification of the report of recipient. Identify the	tier of the sub-
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee	a. bid/offer/application b. initial award c. post-award	a. initial filing b. material c For Material Chang year quarter date of last report _	hange le Only
f. loan insurance			
4. Name and Address of I Sub-awardee, Enter Name Sub-awardee Tier			Entity in No. 4 is
Congressional District, if kn	own: Congress	onal <u>District</u> , if known:	
6. Federal Department/ Ag	ency: 7. Federal	Program Name/Descript	tion:
Patrick D	ougherty		
		CFDA Nulliber, if a	oplicable;
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8. Federal Action Number,	if known:	9. Award Amount,	II KNOWH.
10. a. Name and Address	of Lobbying Entity	b. Individuals Perfo (including address No. 10a.)	

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If individual, last name, first name, MI)	(Last name, first name, MI)
	essary) (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	a. retainer
12. Form of Payment (check all that apply):	b, one-time fee
Z. Total of aymone (oneon an and apply)	c. commission
a.cash	d. contingent fee
b. In-kind, specify: nature	e. deferred
value	f. other, specify:
officer(s), employee(s), or Memberts) contacted, fo_rPayment Indica	r to be Performed and Date(s) of Service, Including sted in item 11. neet(s) SF-LLL-A, if necessary)
(/ titadi_ continuation of	
15. Continuation Sheet(s) SF-LLL-A attached:	YES NO
Information requested through this form is lobbying activities is a material representathe tier above when this transaction was multiple pursuant to U.S.C. 1352. This information and will be available for public inspection.	rden, to the Office of Management and Budget, rashington, D.C. 20503. authorized by title 31 U.S.C. This disclosure of ation of fact upon which reliance was placed by nade or entered into. This disclosure is required will be reported to the Congress semi-annually on. Any person who fails to file the required alty of not less than \$10,000 and not more than
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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 contractUGrant.
- 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.

- 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.

Well Patrick Dougherty	11/20/2024
Jeff Possum Signature Preder ol veretors	Date
Patrick Dougherty	
RAYMOND A. FLORES DIRECTUR OF OPERATIONS	ne

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.

	Signature and Date	Raymons A FO DERCOR SE OP
JESF Dobsorten	Patrick Dougherty	Directore
	Printed Name	
Directe of open	General Manager	
	Title	
City de	North Florida Building Maintenance, LLC DBA, City Wide Facility Solutions	
	Pa Organization	

[2] Approved by 0MB 0348-0046

Authorized for Local Reproduction Standard Form LLL-A

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.
- S) 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.
- ?) I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
- B) 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.

- 1O} 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:	120/2024
Print Employee Name: Patrick Dougherty		
Organization Name: North Florida Building Maintenance, LLC D		Vide Facility Solutions
Organization Address: 4963 Beach Blvd, Jacksonville, FL 3220) (
Job Title: General Manager		
		(904) 982-4144
Work E-Mail: pdougherty@gocitywide.com	4	_ Jdobbette egocitywick con
11-13-E	/	

CSNCFL Individual Non-Disclosure Agreement

- ¹O) 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
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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.

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Employee Signature: _	Date: 11/20/2024 (//25/24
fillere	
Print Employee Name: Patrick Dougherty	
Organization Name: North Florida Building Maintenance, LLC	DBA, City Wide Facility Solutions Cityura
Organization Address: 4963 Beach Blvd, Jacksonville, FL 3220	7
Job Title: General Manager	Director of appropriate
Work Phone Number: 610-609-6163 Ext:	(a04) a82-4144
Work E-Mail: pdougherty@gocitywide.com Region A-Poets 1/25/29 CSNCFL Individual Non-Disclosure Agreement	Jobbertia Egna. 1. com

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

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. <u>Indemnity:</u>

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: North Florida Building Maintenance, LLC DBA, Ci	ty Wide Facility Solutions
Name of President or Chief Officer: Patrick Dougherty	7 GE Daker
(Signature) Patrick Dougharty	Rom
(Title) President or Chief Officer / General Manager	
(Date) 11/20/2024	11/25-124
ACCEPTED BY CareerSource North Central Florida:	17/1/12
Name of CEO: Phyllis Marty	Zamono A. Plane
(Signature) Myllis (Signature)	-
(Title) CEO	
11/20/24	