

**CONTRACT TERMS AND CONDITIONS
FOR SERVICES BETWEEN
CAREERSOURCE FLORIDA, INCORPORATED
AND**

Ernst & Young U.S. LLP

CONTRACT 2022-2023

FEID #: 34-6565596

Project Name: REACH Act Alignment Phase 2 Contract

Services Contract Value: \$1,500,000

CFDA Number(s): 17.258, 17.259, 17.277 WIOA

I. Parties. The parties to this Contract are CareerSource Florida, Inc., hereinafter referred to as "CareerSource Florida" or "CSF," and Ernst & Young or EY, hereinafter referred to as "Contractor" or "EY."

II. Term. This Contract shall commence on August 25, 2022, or upon execution by the parties, whichever is later, and shall expire with the option to renew on February 28, 2023. As CareerSource Florida receives its funding through an annual appropriation from the Florida Legislature, any contract is subject to the availability of funds. Funding for this Contract is made available by the Workforce Innovation and Opportunity Act. CareerSource Florida retains sole authority to determine the availability of funds.

III. Scope of Contract. This next phase of work will build from the findings of Phase 1 and will include broader stakeholder engagement and research and analysis of both quantitative and qualitative inputs. The findings resulting from these activities will be utilized to create a report including possible options for local workforce development board consolidation and alignment for the CareerSource Florida Board of Directors to consider:

EY will provide a set of kick-off materials and establish communication channels to ensure our teams are organized and to lay the foundation for the successful future alignment of Florida's workforce development system.

1.1 Project Set-up

EY will collaborate with CareerSource Florida and any other relevant stakeholder partners to conduct project set-up. Project set-up is inclusive of but not limited to a project kickoff meeting, a file sharing process, information requests, and a Project Management Plan and Guidebook.

a. Project Kick-Off Meeting

EY will schedule and facilitate a project kickoff meeting on September 6, 2022. EY will prepare materials and will coordinate with CareerSource Florida to determine the attendee list for the kickoff meeting. This meeting will occur virtually.

b. Information Request *(work product)*

EY will provide CareerSource Florida with a detailed request for additional information not received during Phase 1 but helpful to the Phase 2 process.

c. Project Management Plan and Guidebook *(key deliverable)*

The Project Management Plan and Guidebook will include a high-level work plan, deliverable review and acceptance process and criteria, project schedule, team information and contacts, any additional information requests, an internal communications calendar, and other standard project management processes. The Project Management Plan and Guidebook will include a CareerSource Florida writing style guide agree upon by both parties. EY will provide the Project Management Plan and Guidebook in addition to other relevant project set-up materials within one month of the contracted start date.

d. Stakeholder Engagement Playbook / Toolkit *(key deliverable)*

EY will provide guidance for identifying participants and organizing stakeholder engagement which will be outlined in a Stakeholder Engagement Playbook / Toolkit. The Stakeholder Engagement Playbook / Toolkit will list identified facilitation tools and potential technology as well as guidance for any other facilitation materials needed, as directed by CareerSource Florida. EY will use consistent tools for facilitating input from the identified stakeholders including presentations, questions, and formats for documenting feedback so that input is consistently formatted and more easily aggregated across all stakeholder groups. EY will work closely with CareerSource Florida to identify the most efficient strategy for implementing the in-person stakeholder engagement portions of the scope of work. EY will dedicate a team of at least two EY consultants to each in-person meeting. CareerSource Florida will be responsible for identifying and providing contact information for meeting participants, securing meeting locations, AV equipment, meals and refreshments, and other meeting support logistics for in- person meetings.

• Stakeholder Engagement Calendar

The Stakeholder Engagement Playbook / Toolkit will include a formal Stakeholder Engagement Calendar. The Stakeholder Engagement Calendar will outline the stakeholder engagement activities, including attendees and dates. The Stakeholder Engagement Calendar will be updated as necessary throughout the engagement.

1.2 Project Communications

a. Weekly Core Engagement Team Meetings

EY will schedule formal check-in calls once a week with a core team of CareerSource Florida, REACH Act office and other designated representatives to provide status updates, plan for upcoming meetings, and track progress. EY will also provide ongoing communications via email and individual calls as needed for the project. Weekly Core Engagement Team meetings will begin the week following the project kickoff meeting.

b. Presentations to CareerSource Florida Board of Directors

EY will present updates at the September CareerSource Florida Board of Directors meeting and the December CareerSource Florida Board of Directors meeting as directed by CareerSource Florida.

1.3 Ongoing Project Support Activities

EY will provide ongoing project support and consultation throughout the length of the engagement as directed by CareerSource Florida.

a. Monthly Progress Reports (*key deliverables*)

EY will provide written status updates to CareerSource Florida and REACH Act office leadership at the end of each month, from September 2022 to February 2023, that highlight project status, activities to date, and upcoming activities. Monthly progress reports will be delivered to CareerSource Florida leadership as a PDF document via email.

b. Deliverable Expectation Documents

EY will provide written Deliverable Expectation Documents for key deliverables prior to the drafting and execution of the deliverable. Each Deliverable Expectation Document will include a high-level description of the work product/deliverable, a draft table of contents for the report, a brief summary of the intended content, a list of review and approval expectations, deliverable acceptance criteria, and an expected schedule.

c. Stakeholder Identification

CareerSource Florida is responsible for identifying stakeholders of its choice to participate in stakeholder input sessions, as well as providing their contact information. EY will provide guidance on the types of organizations and individuals to include.

d. Facilitation and Logistics Set-up and Advising

EY will collaborate with CareerSource Florida to facilitate project management activities and assist with overall engagement and project logistics and set-up. The project team will establish a timeline for stakeholder engagement to take place across the state and will provide guidance on meeting logistics. CareerSource Florida will be responsible for identifying and securing meeting locations, AV, meals and refreshments, and other meeting support logistics for in- person meetings.

2. Background Research and Analysis

EY will conduct research and analysis to provide a quantitative basis for option development and to support and inform qualitative inputs. The research components will include statewide data collection and analysis related to Workforce Innovation and Opportunity (WIOA) Act and REACH Act requirements, as well as cataloguing and identification of current operational and organizational features of the local workforce development boards.

2.1 Statewide Data Collection and Analysis

This research will include review and analysis of pertinent data, including information related to WIOA requirements; goals included within the REACH Act related to local workforce development board consolidation; the Florida Department of Economic Opportunity Local Workforce Development Area Designation Analysis and Organizational Boundary Scenarios report; and the Florida Department of Education's Adult Education Delivery System Evaluation. The table below details these areas of focus.

Factors	Mandated	Legislation
Consistent with local labor market areas*	Yes	WIOA
Common economic development area*	Yes	WIOA
Appropriate education and training institutions to administer activities under WIOA subtitle B*	Yes	WIOA
Population centers	No	WIOA
Commuting patterns	No	WIOA
Land ownership	No	WIOA
Industrial composition	No	WIOA
Location quotients	No	WIOA
Labor force conditions	No	WIOA
Geographic boundaries	No	WIOA
Metropolitan Statistical Areas (MSAs)	N/A	Requested by CareerSource Florida
Demographic composition (age, race) by county/local workforce development board	N/A	Requested by CareerSource Florida
Eliminate multiple layers of administrative entities to improve coordination of the workforce development system	Yes	REACH
Establish consistent eligibility standards across the state to improve the accountability of workforce related programs	Yes	REACH
Provide greater flexibility in allocating resources to maximize the funds directed to training and business services	Yes	REACH
Florida Department of Economic Opportunity Local Workforce Development Area Designation Analysis and Organizational Boundary Scenarios	N/A	N/A
Florida Department of Education's Adult Education Delivery System Evaluation	N/A	N/A

*Language taken directly from WIOA legislation

2.2 Organizational and Operational Research

The table below captures organizational and operational items that EY will research, and compile related to the local workforce development boards. This information will be gathered through a Request for Information distributed to each of the local workforce development boards with the assistance of CareerSource Florida. The Request for Information will be part of the project plan.

Operational Research Considerations	Source
Active lease terms and properties	Local Workforce Development Boards
Case management and CRM tools	Local Workforce Development Boards
Organizational structure	Local Workforce Development Boards

2.3 Background Research and Analysis Report *(key deliverable)*

EY will develop a research report that summarizes findings from the Statewide Data Collection and Analysis and the Organizational and Operational Research.

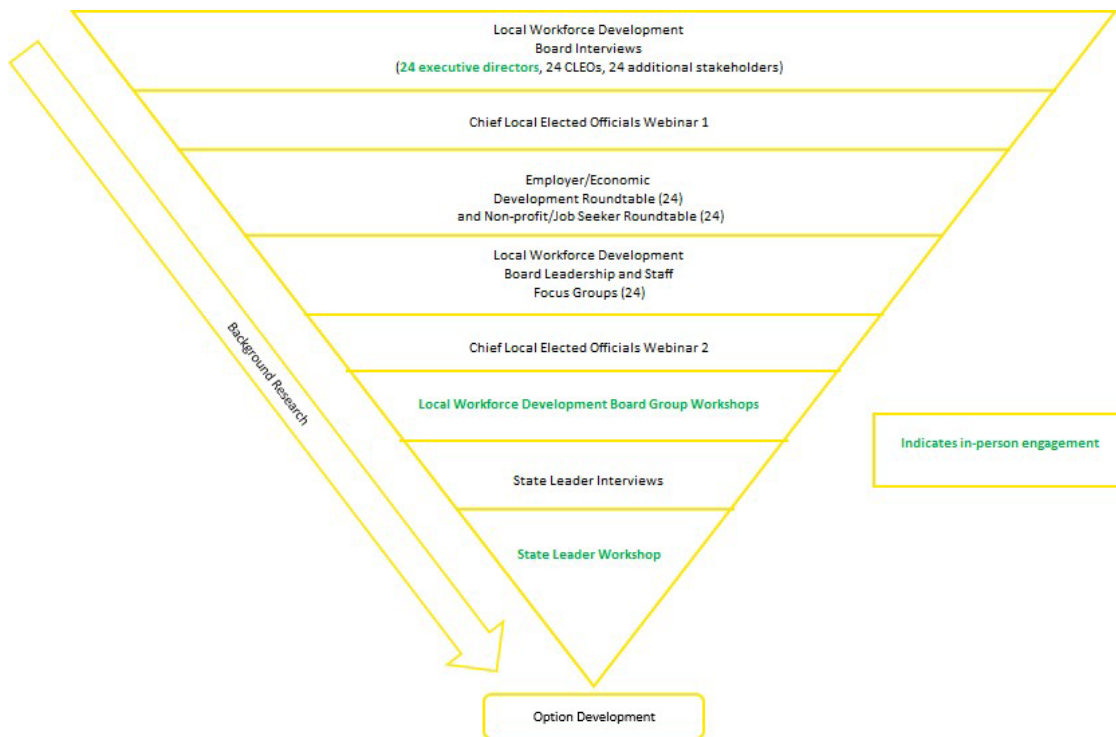
3. Local and State Stakeholder Engagement

Phase 2 Stakeholder Engagement will seek to collect input and information from each local workforce development board, other local representatives including employers and those representing job seekers, and state leaders on opportunities to improve overall Florida workforce development system alignment. This phase of engagement will draw from the findings of Phase 1 and the background research and analysis conducted in Phase 2 to drive towards specific inputs to option development. EY will designate EY team members to each local workforce development area to engage stakeholders and understand the current state of the local workforce environment, including current pain points in the customer experience and potential opportunities for improvement. The engagement sessions will also focus on data analysis topics informing local workforce development area options (current labor markets, economic development areas, commuting patterns, poverty areas, etc.) to fill in any blanks with a local perspective. These sessions will expand upon initial stakeholder input in Phase 1 through conducting an in-depth focus on local perspectives and increasing opportunities for local workforce development boards and local representatives to contribute and provide input.

Stakeholder engagement activities will include the facilitation of the following interviews and group sessions. Additional detail on each is provided in the pages that follow.

- **Local Workforce Development Board Engagement**
 - Local Engagement Kick-Off Call (virtual)
 - CEO / Local Board Executive Director Interviews (24) (in person at the Florida Workforce Development Association's Professional Development Summit and virtually for those who are unable to meet during the Summit)
 - Chief Local Elected Officials Interviews (24) (virtual)
 - Additional Local Interviews (24) (virtual)
 - Statewide CLEO Webinars (2) (virtual)
 - Local/Regional Employer and Regional Economic Development Roundtables (24) (virtual)
 - Relevant Local/Regional Non-Profits and Job Seeker Representatives Roundtables (24) (virtual)
 - Local Workforce Development Board Leader and Staff Focus Groups (24) (virtual)
 - Local In-Person Group Workshops by Geographic Region (6-7 depending on local workforce development board groupings) (in-person)
- **State Workforce Development System Interviews**
 - CareerSource Florida Interviews (5) (virtual)
 - Other State Stakeholder Interviews (3) (virtual)
- **State Leader Workshop**
 - Future State (1) (in-person)

The following graphic represents the progression of stakeholder engagement, working towards the goal of option development. Please note that all meetings will be conducted virtually unless denoted as “in- person.”



In addition to the aforementioned engagement activities, if desired, EY **will work with CareerSource Florida to draft a questionnaire that can be made available to anyone else who wants to share their perspectives with the consulting team.**

3.1 Local Workforce Development Board Engagement

EY will conduct interviews with local workforce development board leaders and local stakeholders as identified to hear their insights on workforce development system alignment needs and opportunities. In addition to interviewing the local workforce development board CEO and Chief Local Elected Officials, EY will conduct an additional one-on-one interview with an individual of the board’s choice. It is expected that CareerSource Florida and the local workforce development board identify those participants and issue the invitation to meet

with us at least two weeks in advance of the session or interview. EY will work with CareerSource Florida and its communications team to develop resources and tools to assist with those meetings, for example: draft meeting invitation language, draft written copy for introduction and about the project wording, feedback on outreach plans, and a draft template for taking notes and documenting input.

a. Local Engagement Kick-Off Call

At the commencement of Phase 2, EY will host a call or webinar including a brief presentation and overview of the planned stakeholder engagement and analysis to occur throughout the study period. CareerSource Florida can invite any partners or stakeholders they choose to participate in the call. The session will be conducted virtually.

b. Local Workforce Development Board One-on-One Interviews

EY will conduct up to 72 interviews, three for each of the 24 local workforce development boards. EY will work with CareerSource Florida to schedule and communicate with each local workforce development board to prepare for each interview. It is anticipated these interviews will include the following for each region:

- CEO / local board executive director interviews
- Chief local elected officials (CLEO) interviews
- Additional local Interview as directed by the local workforce development board

EY will work with CareerSource Florida to schedule the 24 CEO interviews in-person during the Florida Workforce Development Association's Professional Development Summit the week of September 11, 2022. Any CEO interviews not conducted that week will be conducted virtually. CareerSource Florida will be responsible for identifying and securing meeting locations, AV equipment, meals and refreshments, and other meeting support logistics for these in-person meetings.

c. Local Roundtables

- **Local/Regional Employer and Economic Development Leader Roundtables:** EY will virtually conduct one employer roundtable session in each local workforce development area that includes representatives knowledgeable of the board's services and who have experience interacting with the local workforce development board. These sessions will focus on employer needs (current and

anticipated) and opportunities for system improvements. These sessions will also include representatives from the area's economic development organization(s). Each session will last approximately 1 hour and will include 10-15 participants. EY anticipates that participants will be identified by CareerSource Florida and the local workforce development board and CareerSource Florida will issue invitations at least two weeks in advance of the session.

- **Relevant Local/Regional Non-Profits and Job Seeker**

Representatives Roundtables: EY will also virtually conduct one roundtable discussion in each local workforce development area with individuals who can provide perspective on the job seeker experience interacting with the local workforce development board and system. This might include local non-profit organizations that support individuals in need of employment, upskilling, or wraparound services. Each session will last approximately 1 hour and will include 10-15 participants. EY anticipates that participants will be identified by CareerSource Florida and the local workforce development board and CareerSource Florida will issue invitations at least two weeks in advance of the session.

d. Local Workforce Development Board Leadership and Staff Focus Groups

EY will facilitate a 1-hour workshops with leadership of each of the 24 local workforce development boards. These sessions will encourage candid and thoughtful input from local workforce development board leaders and key staff on current state successes, challenges, and opportunities. The conversations will also solicit perspectives regarding the ideal future state of the workforce development system, along with what qualities and goals must be considered when developing considerations for workforce board alignment. EY will share key themes from stakeholder engagement and solicit feedback from participants on those themes. It is expected that CareerSource Florida and the local workforce development board identify participants and issue invitations at least two weeks in advance of the session.

e. Chief Local Elected Officials (CLEOs) Informative Webinars

In addition to conducting one-on-one interviews with CLEOs, EY will participate in up to two webinars with CLEOs to share information about this alignment process. EY will participate in and assist CareerSource Florida with facilitating up to two webinars, organized by CareerSource Florida, with CLEOs from

across the state.

3.2 State-Level Workforce Development System Stakeholder Engagement

EY will conduct interviews with state-level workforce development leaders as identified by CareerSource Florida to hear their insights on workforce board alignment needs and opportunities. These stakeholders may include, for example, individuals from CareerSource Florida, the REACH Act Office, WIOA partners, state economic development leaders, and/or others of CareerSource Florida's choice. These sessions will build on the information gathered in Phase 1 and are intended to help synthesize inputs previously received, refine assumptions, and support option development.

a. State Leader Interviews

EY will conduct up to eight one-on-one interviews with state-level leaders to solicit guidance on current state, potential future state, goal development, and overall potential workforce alignment. EY will offer guidance to CareerSource Florida to help identify state leaders for inclusion in interviews.

3.3 Stakeholder Engagement Summary Report *(key deliverable)*

Upon completion of both local and state level stakeholder engagement, EY will prepare a Stakeholder Engagement Summary Report to aggregate major themes from throughout the entire engagement process. The report will be utilized with the Background Research and Analysis Report as an input to option development and to inform the Future State Options Report.

4. Future State Strategy Development

Following background research and analysis and stakeholder engagement, EY will engage local and state leaders in a final future state development process, leading to the formulation of three options for consideration by the CareerSource Florida Board of Directors.

4.1 Local and State Leader Future State Workshops

a. Local Workforce Development Board Workshops by Geographic Grouping

Upon the completion of the local workforce development board leader focus groups, EY will host up to eight in-person engagement sessions with staff and leaders representing each of the local workforce development boards grouped by geographic proximity. These sessions will be three hours long and will focus on the future of the workforce development system, including options for greater alignment and consolidation. These sessions will have a virtual option for those

participants who are unable to join in-person.

b. State Leader Workshop

EY will also conduct an in-person State Leader Workshop with participants identified by CareerSource Florida. This workshop will include a summary of all to-date findings, synthesized

into key themes and considerations for consolidating and aligning the local workforce development boards and system. During the session, EY will ask participants to provide input to the selection of the three options that will be presented to the CareerSource Florida Board of Directors meeting in February 2023.

4.2 Option Development and Future State Options Report

EY will develop three potential options for action to be considered by the CareerSource Florida Board of Directors. These options will be developed in coordination with CareerSource Florida staff and the REACH Act office, and will focus on federal WIOA requirements, REACH Act priorities, stakeholder input, and research from Phases 1 and 2. The options will be included in the Final Project Report and in a PowerPoint presentation to be delivered at the February 2023 - CareerSource Florida Board of Directors meeting. Information in the option descriptions will include:

- Maps of potential new local workforce development area geographies
- WIOA and REACH Act compliance factors
- High-level change management considerations
- Benefits and risks

5. Final Report

5.1 Future State Options Board Presentation (*key deliverable*)

The Future State Options Presentation will be presented to the CareerSource Florida Board of Directors at the February 2023 Board meeting. It will include descriptions of each option as described in 4.2 and relevant background information.

5.2 Final Summary Report (*key deliverable*)

EY will develop a written summary of findings and suggestions that will incorporate all aspects of the identified scope of work, including the Background Research and Analysis Report, the Stakeholder Engagement Summary Report,

and the Future State Options Report. The final report will be addressed to CareerSource Florida for the purposes of evaluating options related to the REACH Act. The final report will be delivered to CareerSource Florida prior to the February 2023 Board of Directors meeting.

Specifically, **Attachment A - Schedule of Deliverables and Payments**, defines the services and critical timelines to be met by the Contractor, which will subsequently be paid by CSF. **Attachment A - Schedule of Deliverables and Payments** is prepared based on status and outcome of Phase 1 of REACH Act Alignment research that EY has conducted and the proposed scope of work. In the event changes to the scope of work are needed, it is imperative that both parties agree to such changes in advance to modify **Attachment A - Schedule of Deliverables and Payments** accordingly. Oral agreements by the Parties, unless rendered in writing as a change in this contract in advance, will not be allowed.

Before engaging the services of any affiliate or subcontractor for work under this Contract, the Contractor shall provide notice of its intent to utilize such services to CSF.

IV. Attachments. The parties agree to comply with all the terms and conditions of this Contract including and incorporating herein, the specified attachments listed below:

- **Attachment A** - Schedule of Deliverables and Payments
- **Attachment B** - Certifications and Assurances
- **Attachment C** - Public Records Law
- **Attachment D** - Florida Department of Economic Opportunity's Guidance on Use of Funds for the Purchase of Outreach/Informational Items
- **Attachment E** - Federal Law and Regulations

V. Priority of Contract Documents. The parties agree that this Contract document, **Contract for Services Between CareerSource Florida, Incorporated and Moore, Incorporated**, is the controlling document over any of the attachments to this document. Whenever possible, the Contract terms and conditions and the attachments should be interpreted to be consistent with each other. However, if there is an irreconcilable conflict, the

Contract is the prevailing document over any of the attachments. Should there

arise a dispute or a contradiction between this Contract document and the attachments, the order of precedence, one over the other shall be:

- This Contract document, including Attachment A - Schedule of Deliverables and Payments
- Attachment E - Federal Law and Regulations
- Attachment B - Certifications and Assurances
- Attachment C - Public Records Law
- Attachment D - Florida Department of Economic Opportunity's Guidance on Use of Funds for the Purchase of Outreach/Informational Items

VI. Payment for Services and Products. The Contract amount, not to exceed **\$1,500,000.** is to be paid by CSF based on the payment schedule shown in **Attachment A - Schedule of Deliverables and Payments.** It is understood and agreed to by the parties that CSF is paying for the satisfactory completion of specific deliverables as required herein.

VII. Name and Address of Payee. The name and address of the contact person and official payee to whom the payment shall be made is:

Ernst & Young LLC.
Lauren Engel
PO Box 933514
Atlanta, GA 31193-3514
Email: lauren.engel@ey.com

VIII. Expenditures. This Contract establishes a vendor relationship as contemplated by Federal 2 CFR Part 200 between CSF and the Contractor. In this regard, payments and appropriate documentation related directly to the deliverables that are described in **Attachment A - Schedule of Deliverables and Payments.** CSF will exercise due diligence to review performances and required documentation submitted by the Contractor and to process payments in a timely manner. If a discrepancy arises with the required documentation that precludes the processing of the invoice or a portion of the invoice for payment, CSF's contract manager will notify the Contractor's contract manager of the discrepancy. Such discrepancies must be corrected before payment is made.

IX. Administrative Functions. All administrative functions, i.e., management, support staff, office space, telephones, supplies and typing, and any other administrative functions required for the Contractor to carry out the requirements of this Contract shall be provided by the Contractor and are included in the Contract amount.

X. Invoicing. CSF agrees to pay for contracted services and products according to the terms and conditions of this Contract. Original invoices for services and products, and documentation of achievement of each deliverable, must be submitted in detail sufficient for pre-audit and post-audit to be eligible for payment. The determination of the invoice and documentation sufficiency is solely within the discretion of CSF.

The Contractor shall submit invoices for services provided, which should include the deliverable start and completion dates, along with a summary of the services provided and hours charged. Payment for services will be made upon receipt of invoices received for specific products and services. Invoices shall include the required documentation as stipulated in **Attachment A - Schedule of Deliverables and Payments** and be submitted to:

Violet Sharpe
Director of Contracts
CareerSource Florida, Inc.
P.O. Box 13179
Tallahassee, Florida
32317
Email: vsharpe@careersourceflorida.com and
accountspayable@careersourceflorida.com

XI. Reporting. To assess contract activity and progress toward the accomplishment of the deliverables described in **Attachment A - Schedule of Deliverables and Payments**, the Contractor's invoices shall communicate all contract activities, even those that may not be billable deliverables as described in **Attachment A - Schedule of Deliverables and Payments** and show progress toward the accomplishment of required deliverables.

XII. Contract Management. The following individuals shall serve as Contract Managers for this Contract. They shall be the point of contact for the parties on matters regarding the terms and conditions of the Contract:

For CSF:
Andrew Collins, COO/CFO
2308 Killearn Center Blvd., Suite 101
Tallahassee, Florida 32309
Phone (850) 321-6460
Email: acollins@careersourceflorida.com

For the Contractor:
Ernst & Young
Lauren Engel
200 Plaza Drive, Ste. 2222
Secaucus, NJ 07094
Phone: (727) 667 3993
Email: lauren.engel@ey.com

In the event a different representative is designated by either party after execution of this Contract, notice of the name and contact information of the new representative shall be provided in a timely manner to the other party.

XIII. Contract Modifications. Modifications to this Contract shall only be valid when they have been rendered in writing and signed before the expiration, cancellation, or termination of the Contract by all original signers, their duly authorized successors, or their designees. The parties agree to renegotiate this Contract if revisions of any applicable laws, regulations or increases/decreases in allocations make changes in this Contract necessary. There are no obligations to agree by either party. CareerSource Florida shall be the final authority as to the availability of funds for this Contract.

XIV. Contract Renewal. This Contract may be renewed annually for a period of one (1) year, the total of all renewals not to exceed two (2) years, contingent upon satisfactory performance, the availability of funds, and agreement of the parties to deliverables and payments for each renewal period. CSF retains the sole authority to determine satisfactory performance and the availability of funds. Such renewals are not automatic and require an offer from CSF to the Contractor and an agreement of terms as evidenced by a written and signed renewal document to be executed prior to the expiration of this Contract. There are no obligations to agree to a renewal by either party.

XV. Contract Extension. Extension of this Contract is limited to a period not to exceed six (6) months and must be executed by the parties prior to the expiration of this Contract. An extension may only be executed if, in the judgment of CSF, the contract extension is deemed to be beneficial to the completion of the services as described in

Attachment A - Schedule of Deliverables and Payments.

XVI. Cancellation for Convenience. CSF or the Contractor may, without cause, unilaterally cancel or terminate this Contract by providing the other party thirty (30) days' notice in compliance with **Paragraph XIX - Notice.** In the event funds to finance this Contract become unavailable, CSF may terminate the Contract by notifying the Contractor thirty (30) days prior to termination. CSF shall be the final authority as to the availability of funds for this Contract. In the event of termination prior to the expiration date, CSF will pay for approved deliverables and/or partially completed deliverables that have been approved and that are completed prior to such termination and timely invoiced as specified in **Paragraph X - Invoicing.**

XVII. Termination for Cause. If the Contractor does not provide or deliver the services as stipulated in **Attachment A - Schedule of Deliverables and Payments.**, does not provide required services within the timeframes identified in **Attachment A - Schedule of Deliverables and Payments.**, or in any other way breaches the Contract, CSF may, but is not obligated to, terminate the Contract for non-performance or breach and may also pursue penalties for non-performance or breach to the extent allowable under Florida law. Prior to termination, CSF shall provide the Contractor a notice of the alleged non-performance and/or breach issues and will provide a date certain, not less than 10 business days, for remedying these issues. The Contractor shall remedy the non-performance or breach and shall provide written notice to CSF of such remedy by the date provided by CSF. If the non-performance or breach is not corrected by the date provided, or the Contractor fails to provide notice of such remedy, CSF may, by written notice to the Contractor, terminate the Contract upon 24 hours' notice.

XVIII. Waiver. Waiver of breach of any provision of this Contract by CSF shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit CSF's rights to remedies at law or to damages.

XIX. Notice. Any notice required or performed pursuant to this Contract shall be in writing and delivered by U.S. certified mail, return receipt requested, commercial express mail, or in person. Proof of delivery shall be presumed if indicated by the signature of a Contractor or CSF's officer, employee, agent, or

attorney, but may be proved by other means.

XX. Legal Action. In the event of a dispute between the parties that cannot be resolved through discussions between the parties and that would otherwise lead to litigation, both parties agree to submit such issues to non-binding mediation prior to taking any action at law or in equity. With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Contract shall be governed by, and be consistent with, the laws of the State of Florida, both procedural and substantive. The parties further agree that Leon County shall be the venue of any legal action between the parties, and that this Contract shall be read, interpreted, and construed in accordance with the laws of the State of Florida.

XXI. Indemnification/Hold Harmless. The Contractor hereby agrees to indemnify and hold harmless, to the extent permitted by Section 768.28, Florida Statutes and other applicable Florida law, CSF and their employees, officers, agents, and assignees from all third-party claims, liabilities, actual and direct damages, injuries and out of pocket expenses of any nature whatsoever, including reasonable attorney fees and legal costs arising from, resulting from or in any way connected or associated with this Contract, when such claims, liabilities, damages, injuries or expenses are due or claimed to be due solely or in part to the negligent acts of the Contractor, its officers, employees, agents, subcontractors, and/or assignees.

XXII. Records. CSF, the Governor of the State of Florida, the Department of Financial Services of the State of Florida, the Auditor General of the State of Florida, or any duly authorized representatives shall have access, for purposes of examination, to any books, documents, papers, and records (both paper and electronic) of the Contractor related to this Contract. If the Contract funds are federally funded in their origin, for the purposes described in this section, "duly authorized representatives" shall include appropriate federal entities.

The Contractor acknowledges that data which identifies a program client or employer is confidential under the provisions of Sections 443.171 (5) and 443.1715 (1), Florida Statutes, and under various federal program rules and regulations, including 45 CFR 205.50 and Section 185 of the Workforce Innovation and Opportunity Act. Such data may not be released by the

Contractor to anyone other than CSF or as may be specifically prescribed by CSF in writing. The Contractor shall employ sufficient internal controls to maintain the confidentiality of these data. CSF may terminate this Contract if the Contractor fails to maintain the required confidentiality of the Contract records.

CSF may unilaterally cancel this Contract for refusal by the Contractor to allow public access as described above to all non-confidential documents, papers, letters or other materials originated or received by the Contractor under this Contract subject to the provisions of Chapter 119, Florida Statutes.

All records, documents, reports, notes or other written materials either prepared or maintained by the Contractor for the administration and management of this Contract, or certified copies thereof, shall be provided intact and at no cost to CSF upon the written request of CSF at the time of Contract cancellation, termination or completion. The Contractor is under no obligation to provide these materials without the expressed written request of CSF. All materials associated with this Contract shall be retained by the Contractor for a minimum of five (5) years from the date this Contract ends. For additional information, see **Attachment D - Public Records Law**.

XXIII. Ownership of Contract Materials. CareerSource Florida, the Florida Department of Education and the Contractor agree that the work by the Contractor under this Contract, as well as any derivative works, is work "for hire" pursuant to federal copyright law. The parties agree that any products developed or modified under this Contract shall be the property of CSF. At CSF's discretion, the Contractor may be granted a non-exclusive license, without the rights to sublicense, to use products developed by the Contractor under this Contract. Said use shall be solely for the benefit of this Contract. The revenue generated by the Contractor from the products shall be used by the Contractor for activities consistent with this Contract and its project action plan. This revenue includes, but is not limited to, all income arising from sharing, replicating, allowing access to or distributing any and all components of the products. Notwithstanding anything to the contrary, the Contractor shall retain ownership of its pre-existing and/or independently developed intellectual property, materials, ideas, expertise, processes, and methodologies ("Contractor Pre-Existing Materials"). For materials that are delivered under the Contract for CareerSource Florida, Contractor hereby grants to CareerSource Florida a nonexclusive, royalty-free, right to use, copy, perform, display, execute, reproduce, and modify such Contractor Pre-Existing Materials, solely as contained in the materials or deliverables delivered herein."

XXIV. Intellectual Property Rights. The Federal Government reserves a paid-up, non- exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under a federally funded grant, including a sub grant or contract under the grant or sub grant; and ii) any rights of copyright to which the grantee, sub grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

If applicable, the following needs to be on all products developed in whole or in part with federal grant funds:

This workforce solution was provided through funds awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, expressed or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted pursuant to the terms of the grant contract. Any uses require the prior authorization of the copyright owner.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

For Contractor:

Authorized Signature

Lauren Engel

Printed Name & Title

Date

For CareerSource Florida:

Michelle Dennard, President
CareerSource Florida, Inc.

Date

Attachment A- August 24, 2022

Schedule of Deliverables and Payments

REACH Act Alignment Phase 2

August 24, 2022 – March 1, 2023

The Contractor shall provide the services outlined in Section III, Scope of Contract, and this Attachment A. All necessary and reasonable program outreach services that are specified below and are therefore eligible for payment under this Contract must be accrued during the term of the Contract. Activities that occur before the effective date of this Contract or after its expiration or termination are not eligible to be paid under this Contract. The documentation indicated for each deliverable must be included with the invoice for payment. CareerSource Florida shall be the final authority in determining if documentation is sufficient for payment. The Contractor is responsible for maintaining and producing, upon demand by CareerSource Florida, all records related to this Contract, including but not limited to a summary and support documentation of major advertising buys and vendor invoices for product purchases on behalf of CareerSource Florida or the Florida Department of Education.

The following table provides a timeline for the project by task.

Phase / Task	Sep	Oct	Nov	Dec	Jan	Feb
<i>TIMELINE</i>	<i>Month</i>					
Project Management Workstream						
1.1 Project Set-Up						
1.2 Project Communications						
1.3 Ongoing Project Support Activities						
Background Research and Analysis						
2.1 Statewide Data Collection and Analysis						
2.2 Organizational and Operational Research						
2.3 Background Research and Analysis Report						
Stakeholder Engagement Workstream						
3.1 Local Workforce Development Board Engagement						
3.2 State Level Workforce Development System Stakeholder Engagement						
3.3 Stakeholder Engagement Summary Report						
Future State Strategy Development						
4.1 Local and State Leader Future State Workshops						
4.2 Option Development and Future State Options Report						
Final Report						
5.1 Future State Options Board Presentation						
5.1 Final Summary Report						

The Team

Listed below are key personnel including project leadership and workstream leads. EY will incorporate additional resources within each workstream based on experience as needed to complete project activities. The team of key personnel that led Phase 1 of CareerSource Florida's Workforce Board Alignment Evaluation brings an understanding of Florida's workforce development system, REACH Act priorities, WIOA priorities, and other factors relevant to this Phase 2 scope. EY's Economic Development Advisory Services team is experienced in strategic planning, stakeholder engagement, and analysis. EY's People Advisory Services team is skilled in the fields of organizational and workforce transformation with a focus on humans at the center of change. Several leaders on the project team were engaged with Tennessee Department of Labor and Workforce Development's recent system changes, including improvements to the customer experience. EY will also dedicate Florida account executives responsible for monitoring quality and client satisfaction throughout the life cycle of the project.

EY key personnel will include the following individuals:

Candidate Name	EY Job Title and Project Role	Education	Years of Experience
Amy Holloway	<ul style="list-style-type: none"> ➤ Principal Consultant ➤ Engagement Partner and Team Lead ➤ Workstream Lead 	<ul style="list-style-type: none"> ➤ BBA, Economics Baylor University ➤ MS, Environmental Economics Baylor University 	25+
Dawn Woods	<ul style="list-style-type: none"> ➤ Principal Consultant ➤ Quality Partner 	<ul style="list-style-type: none"> ➤ BS, Management Information Systems, Auburn University 	15+
Chris Ward	<ul style="list-style-type: none"> ➤ Principal Consultant ➤ Project Advisor ➤ Workstream Lead 	<ul style="list-style-type: none"> ➤ Ed.M., Human Development and Psychology, Harvard University ➤ MBA, Corporate Finance, University of Georgia, Terry College of Business ➤ BBA, Management Sciences, University of Georgia 	20+
Clint Fuhrman	<ul style="list-style-type: none"> ➤ Senior Manager ➤ Client Engagement Lead ➤ Workstream Lead 	<ul style="list-style-type: none"> ➤ MS, Health Policy and Administration, Pennsylvania State University ➤ BS, History and Social Sciences, Florida State University 	20+
Chris Gianutsos	<ul style="list-style-type: none"> ➤ Principal Consultant ➤ Subject Matter Expert 	<ul style="list-style-type: none"> ➤ MBA, Columbia University ➤ BS, University of Connecticut 	20+
Jung Kim	<ul style="list-style-type: none"> ➤ Manager ➤ Research Manager 	<ul style="list-style-type: none"> ➤ MS, Regional and Urban Planning, London School of Economics ➤ BA, Sociology and Urban Studies, Northwestern University 	15+

Geri Lopez	<ul style="list-style-type: none"> ➤ Manager ➤ Stakeholder Engagement Manager 	<ul style="list-style-type: none"> ➤ MS, City Planning, Massachusetts Institute of Technology ➤ BA, Architecture, Yale University 	20+
Sarah Gosselin	<ul style="list-style-type: none"> ➤ Senior Consultant ➤ Project Manager 	<ul style="list-style-type: none"> ➤ MPA, Public Policy and Management, Florida State University ➤ BA, English and Criminology, Florida State University ➤ PMP, PMI Institute 	5
AJ Temple	<ul style="list-style-type: none"> ➤ Consultant ➤ Project and Stakeholder Engagement Support 	<ul style="list-style-type: none"> ➤ BA, American Government, University of Virginia College of Arts & Sciences ➤ Master of Public Policy Frank Batten School of Leadership & Public Policy, University of Virginia 	1

Project Deliverables and Invoicing

The following table provides a matrix for the expected deliverables, due dates, and price for Phase 2 of this engagement, including the approved final report for Phase 2, which will be distributed to CareerSource Florida prior to the February 2023, Board of Directors meeting. **Deliverable pricing includes all effort and activities, such as research and stakeholder engagement, required for the development of each deliverable/report.** EY will work closely with CareerSource Florida to ensure on time, accurate, and quality deliverables. EY will monitor and report project status on a monthly basis. Work product/deliverable content, stakeholder engagement activities, and due dates will be adjusted as necessary as directed by CareerSource Florida and reported through monthly project status reports.

As the EY team completes deliverables, they will submit invoices at the end of each month for payment by the client within 30 days for any deliverables completed within the corresponding reporting period. Each invoice will be accompanied by a monthly status report detailing all activities and outputs that were conducted that period.

Deliverable due dates are inclusive of a two-week review and approval process, which will be outlined in the Project Management Plan. EY will deliver each draft deliverable two weeks prior to the specified due date. CareerSource Florida should provide written edits, in one document, to the project manager within 5 business days upon receipt of the first draft.

Deliverable name	Description	Scope Items	Due Date	Price
Project Set-Up: Project Management Plan and Guidebook	This deliverable includes the high-level work plan, project schedule, team information and contacts, any additional information requests, and an internal communications calendar. The deliverable also includes all related project set-up activities.	1.1 Project Set-Up 1.2 Project Communication 1.3 Ongoing Project Support Activities	Within one month of contract execution	\$60,000
Monthly Project Status Reports	This deliverable includes gathering updates across the team and writing six monthly written status updates to CareerSource Florida and REACH Act office leadership. The project status report will summarize progress, upcoming activities, and expected timelines in a consistent format.	1.3 Ongoing Project Support Activities	Monthly (6)	\$15,000
Background and Research Analysis Report	This report will contain findings from statewide data collection and analysis, reflect WIOA and REACH Act requirements, as well as observations on organizational and operational features of the	2.1 Statewide Data Collection and Analysis 2.2 Organizational and Operational Research	11/4/2022	\$235,000

	local workforce development boards. The deliverable also includes all related research activities leading up to report development.	2.3 Background Research and Analysis Report		
Stakeholder Engagement Playbook/Toolkit	This work product includes a guidebook containing information and a calendar for stakeholder input, a suggested meeting registration format, and guidance on the types of organizations to include in each input session. It also includes the development of all stakeholder input questions, presentations and templates for documenting and sharing input. It also includes facilitation tools for Microsoft Teams-based and other virtual sessions such as Miro and Mentimeter. It will also include a calendar for stakeholder engagement, method for registering stakeholder participants, and suggested attendees for stakeholder engagement sessions.	1.1 Project Set-Up	Within one month of contract execution	\$625,000

Stakeholder Engagement Report	<p>This document will include a summary of themes that were derived from stakeholder input sessions. This deliverable also includes all related stakeholder engagement activities leading up to report development, such as 72 local leader interviews, 24 local workforce development board workshops, 24 local employer workshops, 24 local nonprofit workshops, option exploration sessions in 7-8 Florida regions, and a state-level workshop and interviews.</p>	<p>3.1 Local Workforce Development Board Engagement</p> <p>3.2 State Level Workforce Development System Engagement</p> <p>3.3 Stakeholder Engagement Report</p>	12/16/2022	
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Future State Options Report	This deliverable will outline and summarize the three potential future state options for the Florida workforce system as described previously.	4.1 Local and State Leader Future State Workshops 4.2 Option Development and Future State Options Report	1/27/2023	\$375,000
Future State Options Board Presentation	This presentation to the CareerSource Florida Board of Directors will take place at the February 2023- Board of Directors meeting. It will include a PowerPoint presentation and executive team representation at the meeting. The presentation will include a summary description of each option, pertinent background information, and change management considerations.	5.1 Future State Options Board Presentation	February 2023	\$40,000
Final Summary Report	The Final Summary Report will be the final report and deliverable of the engagement. It will aggregate all deliverable reports into a single document, outside of project set-up materials and the Board of Directors presentation. The deliverable includes all time needed to develop the document as well as up to 10 days of review and approval process as requested by	5.2 Final Summary Report	February 2023	\$150,000

	the client in a cohesive manner.			
TOTAL	\$1,500,000			

Notwithstanding this, the final report will be prepared based on CareerSource Florida's instructions, and accordingly EY disclaim all liability to any other party for all costs, loss, damage, and liability that any third party may suffer or incur arising from or relating to or in any way connected with the contents of our advice, the provision of our advice to the other party or the reliance upon our advice by the other party.

Client shall assign a qualified person to oversee the Services. Client is responsible for all management decisions relating to the Services and for determining whether the Services are appropriate for its purposes.

EY may retain, disclose and use Client Information that EY collects in connection with any services EY performs for Client for research and thought leadership purposes, as well as for the purpose of providing services to other clients, as long as EY identifies Client only in general terms in connection with such information (e.g., "a large manufacturing company").

CareerSource Florida may not recover from EY, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this SOW or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.

CareerSource Florida may not recover from EY, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this SOW or otherwise relating to the Services. This limitation will not apply to losses caused by EY's fraud or willful misconduct or to the extent prohibited by applicable law.

CareerSource Florida may not make a claim or bring proceedings relating to the Services or otherwise under this SOW against any other Ernst & Young Firm or any of our members, shareholders, directors, officers, partners, principals or employees ("EY Persons"). CareerSource Florida shall make any claims or bring proceedings relating to the Services only against EY. The provisions of this section are intended to benefit all EY Persons, who shall be entitled to enforce them.

Your Obligations

We will ask CareerSource Florida to identify participants for the stakeholder engagement sessions. CareerSource Florida will be responsible for all invitations and meeting logistics. CareerSource Florida will lead communications with the larger community (e.g., interacting with local media or sharing information at community events).

CareerSource Florida will be responsible for all media relations. EY will refer any media inquiries to CareerSource Florida or the party designated by CareerSource Florida.

Subject to EY's retained rights in Materials under Section 21 of the General Terms and Conditions of the Agreement, the deliverable(s) detailed herein shall be treated as work for hire for Client, and, upon full payment in accordance with the General Terms and Conditions of the Agreement and this SOW for such deliverable(s), EY assigns copyright in such deliverable(s) (other than Materials) to Client. EY retains all rights in any Materials or other intellectual property delivered to or accessed by Client under or in connection with this contract.

Contract Total: \$1,500,000
End of Attachment A - Schedule of Deliverables and
Payments, Executed August 25, 2022.

ATTACHMENT B

CERTIFICATIONS AND ASSURANCES

CAREERSOURCE FLORIDA will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
 - B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
 - C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
 - D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
 - E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
 - F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.
 - G. Employment Eligibility Verification
- A. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. 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 A.2. of this certification; and/or
4. 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.

- B. **CERTIFICATION REGARDING LOBBYING** – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its 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 agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

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

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

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

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), 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 WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Contractor also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform DEO immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Recipient and/or Subrecipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

G. EMPLOYMENT ELIGIBILITY VERIFICATION

1. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Contractor to:
 - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and,
 - a. Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
2. **E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:
<https://www.e-verify.gov/>
3. If Contractor does not have an E-Verify MOU in effect, Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

By signing below, Contractor certifies the representations outlined in parts A through F above are true and correct.

(Signature and Title of Authorized Representative)

Contractor

Date

(Street)

(City, State, ZIP Code)

**** End of Attachment B – Certifications and Assurances ****

FS Book: Florida Statutes
FS Title: X - Public Officers, Employees, and Records
FS Chapter: 119 - Public Records Section FS 119.0701

119.0701 Contracts; public records; request for contractor records; civil action.—

(1) DEFINITIONS.—For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS.—In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(3) REQUEST FOR RECORDS; NONCOMPLIANCE.—

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

(4) CIVIL ACTION.—

(a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and


2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

(b) A notice complies with subparagraph (a)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

History.—s. 1, ch. 2013-154; s. 1, ch. 2016-20.

End of Attachment C – Public Records Law

 <div style="display: inline-block; vertical-align: middle; text-align: center;"> DIVISION OF FINANCE AND ADMINISTRATION BUREAU OF FINANCIAL MANAGEMENT </div>		FG-OGM-84
TITLE:	Guidance on Use of Funds for the Purchase of Outreach/Informational Items	
RESPONSIBLE OFFICE:	Division of Finance and Administration, Bureau of Financial Management	
EFFECTIVE:	May 23, 2014 (revised July 22, 2014)	
REVISED:	March 4, 2020	

I. PURPOSE/SCOPE

To provide information and guidance for the Local Workforce Development Boards regarding the use of state and federal funds to conduct outreach and promote/market local workforce services.

II. BACKGROUND

Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance), restricts the use of federal funds for advertising and public relations (see 2 CFR 200.421).

Each year the Florida Legislature, in the General Appropriation Act (GAA), requires that:

...[A]ny expenditures by a local workforce development board for “outreach,” “advertising,” or “public relations” must have a direct program benefit and must be spent in strict accordance with all applicable federal regulations and guidance.

The Legislature also requires that any purchases of promotional items (allowable outreach/informational items) which exceed \$5,000 in total for the program year must be approved prior to purchase.

This guidance has been developed based on the provisions of the Uniform Guidance and state legislative intent to limit the use of federal and state funds by local workforce development boards for “promotional items.”

III. REVISION INFORMATION

This guidance updates and replaces FG-OGM-84, Guidance on Use of Funds for the Purchase of Outreach/Informational Items, dated July 22, 2014.

IV. AUTHORITY

- Workforce Innovation and Opportunity Act (WIOA; 29 U.S.C. 2701 et seq.)
- Regulations for the Workforce Development Systems Under Title I of WIOA (20 C.F.R. Part 675 et seq.)
- Wagner-Peyser Act (29 U.S.C. 49 et seq.)
- Regulations for the Wagner-Peyser Act Employment Service (20 C.F.R. Part 651 et seq.)
- Title 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance).

V. DEFINITIONS

A. Program Outreach: Program outreach is an activity conducted by workforce boards to educate the public about services available and how to access those services. Program outreach also includes activities designed to inform and recruit individuals that have particular needs and have been targeted for services. Federal regulations allow costs associated with advertising to conduct program outreach activities. Allowable advertising includes TV and radio spots, billboards, spots on transit media, signage, social media, websites, brochures, etc. Program outreach should be a coordinated activity that support and benefits the various workforce grants operated by the local workforce development boards.

Allowable advertising should be targeted to businesses, job seekers and/or community partners and: 1) connects job seekers, businesses, and/or community partners to programs and services offered by the Local Workforce Development Board, and 2) serves a business purpose by assisting job seekers obtain employment and employers find qualified job seekers. All advertising for program outreach must include the organization's name, a tag line that promotes services, and contact information (such as a web site or telephone number). The purchase of allowable advertising for the purpose of program outreach does not require prior approval.

B. Outreach/Informational Item: An outreach/informational item is something purchased for distribution to job seekers and employers as a way to reinforce the program outreach advertising that a Local Workforce Development Board does.

C. Promotional/Marketing Item: An item purchased for distribution to the general public that promotes the organization (only contains the name of the Local Workforce Development Board).

D. Connection to Programs/Services: A statement that connects a business, partner or job seeker to services offered at the workforce board. For example, "Call [phone #] or visit [website] for assistance in locating employment or job training," etc.

VI. APPLICABILITY

The policy and procedures contained in this guidance apply to the use of federal or state grant funding received from DEO. It does not apply to outreach/informational and promotional/marketing items purchased with non-federal and non-state funds.

This policy does not apply to the following items that are not considered "outreach/informational." These items may include the name and/or the logo of the organization and tag line, so long as the cost of adding that information is not significantly different from the cost of the supplies unmarked, and those supplies are used only for the conduct of grant business and not as outreach/informational purposes. The Local Workforce Development Board should maintain cost comparison data between the items marked and unmarked to demonstrate that the cost variance was reasonable. These items include:

- Office supplies such as pens, pencils, pads of paper, business cards, stationary, post-it note pads, mouse pads, lanyards, or similar items used by either staff, board members, or individuals participating in workforce program activities.
- Balloons, banners, and table skirts that include the organization's name used to identify the organization at events such as job fairs and other community events.
- T-shirts and other type uniform materials worn by staff or participants used to identify staff and participants as members of the local workforce team.
- Supportive services such as grooming supplies (pocket valets) and other similar items that may be used to help participants successfully interview for jobs, etc.
- Supplies, materials, booklets, and videos purchased for resource rooms, job readiness classes, and Rapid Response.

VII. PROCEDURES/POLICY

The purchase of outreach/informational items to conduct program outreach to inform employers and job seekers of the availability of services through local workforce development boards is an allowable use of funds as an advertising cost when it meets the requirements of this policy. In order to be allowable, program outreach/informational items must meet the following criteria:

- Provide contact information regarding the Local Workforce Development Board. The minimum information would be the Local Workforce Development Board name, website and/or phone number, and/or other information that would direct the user to the Local Workforce Development Board for services.
- Include a statement that connects a business, partner or job seeker to services offered at the workforce board. For example, "Call [phone #] or visit [website] for assistance in locating employment or job training," etc.
- Be reasonable in price and necessary to assist in outreach to businesses, community partners and job seekers. Only the number of items determined necessary to support outreach efforts planned for the program year should be purchased.
- Any outreach/informational items purchased for distribution as giveaways must be intended for businesses and community partners in the context of doing

business with the Local Workforce Development Board, or for job seeker customers as part of program recruitment, participation, or follow-up.

- Outreach items provided to businesses/community partners should be items that can be used in the work environment and have the added benefit/value of connecting the business/community partner to the programs and services provided by the Local Workforce Development Board.
- Outreach items provided to job seekers should be useful during the search for employment, while connecting the individual back to employment programs and services.

The following is a list of allowable outreach/informational items, provided that the items meet the criteria outlined above within section VII:

- Portfolios/folders purchased for distribution to job seekers to assist them in seeking employment. These items should include information on available workforce services (brochures, pamphlets, etc.).
- Pens and pencils purchased for distribution to job seekers and participants to assist them in seeking jobs and participating in program services and/or for distribution to businesses and community partners to remind them of services available through the Local Workforce Development Board.
- USB drives that include pre-loaded information about available services purchased for distribution to job seekers and participants to assist them in seeking jobs and participating in program services and/or for distribution to businesses and community partners to remind them of services available through the Local Workforce Development Board.
- Tote bags for distribution to job seekers at job fairs and community events. Tote bags and other similar item purchased for distribution to job seekers should include information on available workforce services (brochures, pamphlets, etc.).

Additional items not on this list of allowable items may be approved on a case-by-case basis in very limited, unique situations with prior written approval from DEO. Items purchased for distribution to the general public that promote the organization (only contains the name of the Local Workforce Development Board) are promotional/marketing items and are not allowed.

The following are examples of items that are not allowed to be purchased from state or federal grant resources:

- Balloons purchased for distribution to the general public at job fairs or community events. These and other promotional/marketing items intended to be distributed to the general public as a "giveaway" are not allowable.
- Hairbrushes/other personal items purchased for distribution as a marketing item to the general public or job seekers. These and other promotional/marketing items intended to be distributed to the general public as a "giveaway" are not allowable.
- Umbrellas purchased for distribution to businesses and community partners to engage and remind them of services available through the Local Workforce Development Board. Although the item may be intended for distribution to only

businesses targeted for recruitment, the item is determined to have limited value/benefit and has a high cost per item for that limited benefit.

VIII. FUNDING ALLOWABILITY

Generally, USDOL Employment and Training Administration programs like the Workforce Innovation and Opportunity Act and Wagner-Peyser Act allow for the purchase of outreach and informational materials. Other programs depend on grantor preference on the issue or the nature of the services provided. Because many grants are limited, uses of cost pools should be avoided. A matrix of the workforce funding sources and whether the grant allows these types of purchases is included in Attachment I. The “Outreach/Informational Items Decision Tree” in Attachment II is provided as a resource tool in determining funding allowability. Outreach/informational items purchased for distribution will be subject to audit and are allowable only under limited circumstances. Boards are encouraged to first find nonfederal/non-state resources to pay for such items, or seek donations for these items by community partners.

IX. PRIOR WRITTEN APPROVAL

Prior written approval is not required to purchase advertising for allowable program outreach activities (see Section V. A.). Prior written approval is required for any purchases of allowable outreach/informational items listed within section VII exceeding \$5,000 in total for the program year. Prior written approval is also required for any purchases of other allowable outreach/informational items not specifically included in the list of allowable items within section VII, regardless of total cost. Items not on the list of allowable items may be approved on a case-by-case basis in very limited, unique situations. The specific purchase, exact message to be included on the items, the intended recipients of the items, and specific funding sources with supporting justification, must be sent to the Department of Economic Opportunity at priorapprovalrequest@deo.myflorida.com using the Prior Approval Request Form – Other Individual Items, and/or the Annual Prior Approval Request Form, as applicable. A Board must note the anticipated volume of items and timeframe within which the items will be distributed.

X. DOCUMENTATION

Boards must have good, clear supporting documentation for all costs associated with program outreach and informational activities. Good, clear supporting documentation establishes that the expenditure:

- meets the cost principles (is necessary and reasonable for proper and efficient performance and administration of the grant);
- is allocable to the grant based upon benefits received;
- is authorized or not prohibited under federal, state or local laws or regulations;
- conforms to any limitations or exclusions set forth in the principles, federal laws, terms and conditions of the federal award, or other governing regulations as to types or amounts of cost items; and
- is consistent with policies, regulations, and procedures that apply.

XI. ATTACHMENTS

- Attachment I - Grant Allowability Matrix
- Attachment II – Outreach/Informational Items Decision Tree

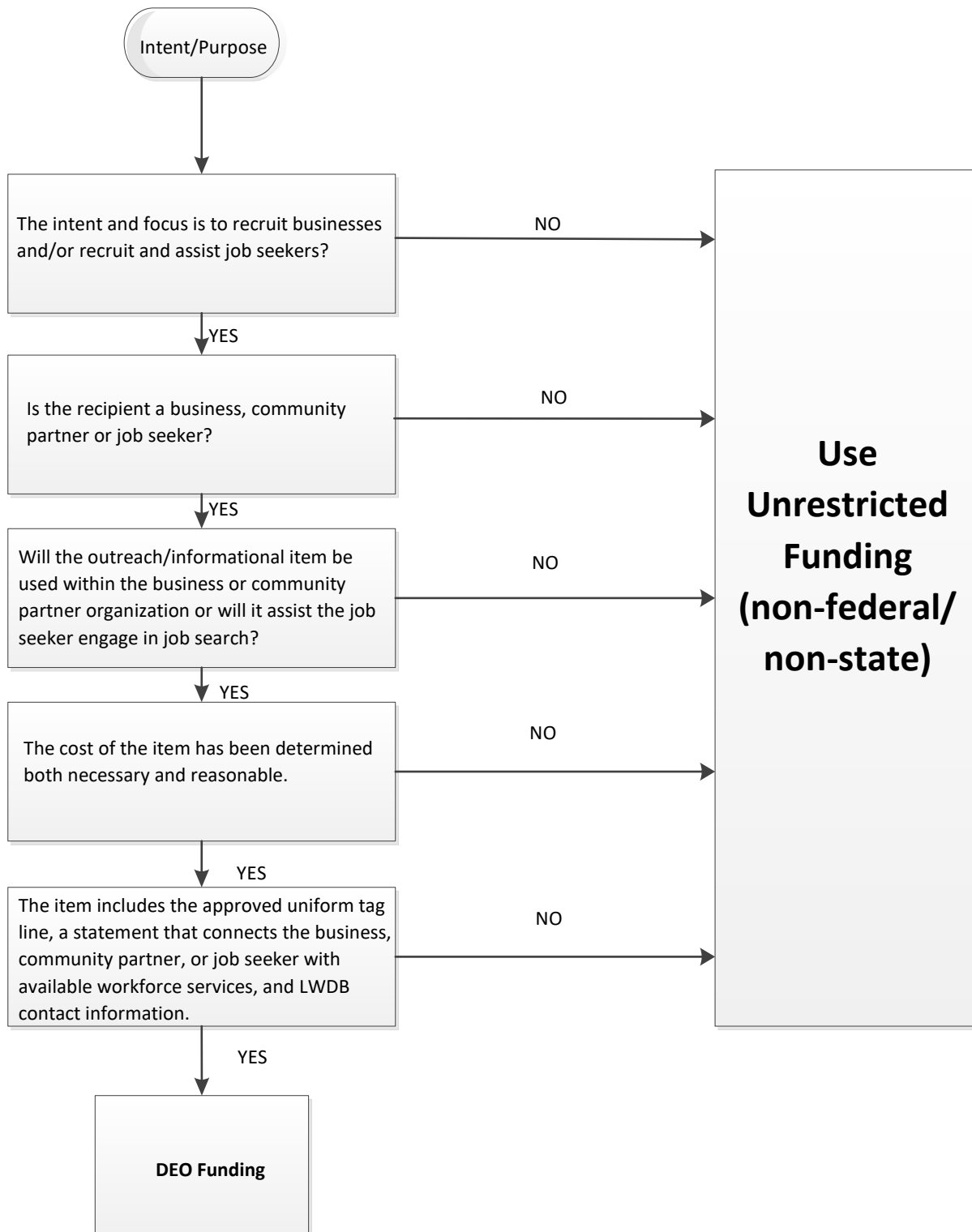
Attachment I
Grant Allowability for Purchases of Outreach/Informational Items

Program Title	Allowable to Purchase Informational Items?
Supplemental Nutrition Assistance Program	No
Wagner-Peyser Employment Services	Yes
Unemployment Insurance (UI)	No
Reemployment and Eligibility Assessments	No
Trade Adjustment Assistance	No
WIOA Formula awards (Adult, Dislocated Worker and Youth)	Yes
WIOA State Level	Note 1
Disabled Veterans' Outreach Program (DVOP)	No
Local Veterans' Employment Representative Program (LVER)	No
Veteran's Incentive Awards	Yes, Note 2
Welfare Transition	No
Other grant awards	Note 3

Notes:

- (1) Allowable, unless restricted due to special terms in the Notice of Funds Availability (NFA).
- (2) Veteran's Incentive Awards are unrestricted funding that are not subject to prior approval requirements.
- (3) Depends on the specific grant requirements. Contact the Grant Manager listed on the NFA with any questions.

Attachment II
Outreach/Informational Items Decision Tree



Federal Law and Regulations:

- a. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 C.F.R. Part 75, 29 C.F.R. Part 95, 2 CFR Part 200, 20 CFR Part 601, *et seq.*, and all other applicable federal regulations.
- b. Contractor shall comply with all applicable federal laws, including but not limited to:
 - (1) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - (2) 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.
 - (3) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
 - (4) 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.
 - (5) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, *et seq.*, which prohibits discrimination on the basis of age.
 - (6) 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.
 - (7) The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
 - (8) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
 - (9) The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 276a-7, and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act, 40 U.S.C. 276c and 18 U.S.C. 874, as supplemented by the DOL regulations 29 CFR

Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction subagreements.

- (10) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (11) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (12) **The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Certification Regarding Lobbying Form within Attachment 2 of this Contract). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.**
- (13) Debarment and Suspension: When applicable, as required by the regulation implementing Executive Order (EO) No. 12549 and EO No. 12689, Debarment and Suspension, 2 CFR Part 2998, Contractor must not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor must provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment 2 of this Contract.
- (14) Public Announcements and **Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.**

- (15)** Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (16)** Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.
- (17)** Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (18)** The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (19)** E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- (20)** Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no

laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (21) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94-580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (22) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

(Signature and Title of Authorized Representative)

Contractor

Date

(Street)

(City, State, ZIP Code)

****End of Attachment E – Federal Law and Regulations****