

**CONTRACT FOR SERVICES BETWEEN
CAREERSOURCE FLORIDA, INCORPORATED
AND
CANOPY MANAGEMENT CONSULTING GROUP
LLC**

**CONTRACT 2024-25
FEID #: 85-3291716**

Project Name: Master Credentials List Interface, Database and Reporting

Contract Value: \$95,403.00

I. Parties.

The parties to this Contract are CareerSource Florida, Inc., hereinafter referred to as "CareerSource Florida" or "CSF," and Canopy Management Consulting Group LLC, or Canopy, hereinafter referred to as "Contractor".

II. Term.

This Contract shall commence on December 16, 2024, or upon execution by the parties, whichever is later, and shall expire on June 30, 2025. As CSF receives its funding through an annual appropriation from the Florida Legislature, this Contract is subject to the availability of funds.

III. Scope of Contract.

Contractor will provide an application using Salesforce that will consolidate sourced data relevant to the Master Credentials List (MCL) application and evaluation process. The Contractor will build a system ("MCL System") to receive credential applications from stakeholders, store and maintain data files needed to score credential applications against the Framework of Quality, serve as the application review site for multi-agency evaluation team, and provide back-end reporting functions.

The purpose of the MCL System is to enhance and streamline the process of creating and publishing the MCL. The MCL System will serve as a centralized data management platform that stores a comprehensive credential inventory, occupational linkages, evaluation criteria, change logs, and updates to credential information in alignment with legislative requirements and labor market fluctuations. Most important, the MCL System will provide structure and validation to the process of sharing inventory and evaluation data among partner agencies.

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A. Master Credentials List System Requirements:

- 1. Comprehensive Data Management:** The MCL System will store detailed information about each credential, such as titles, education codes, and relevant program details. Demand, wage, occupational codes, and all other supplemental information needed for evaluation will also be stored, as will evaluation outcomes and modifications made to credentials and supplemental data. A structured relational database will require consistency in data sharing between partner agencies, both to improve data quality and adherence to the evaluation timeline. The MCL System must allow access through a front-end portal so that partner agencies can supply updated credential and occupational data as it becomes available.
- 2. Linkage to Occupational Data:** The MCL System must link credentials to Standard Occupation Classification (SOC) codes through crosswalk tables (“Linkage Inventory”). These crosswalks will accommodate inclusion of expanded criteria set by the Credentials Review Committee (CRC) to establish linkages between Classification of Instructional Programs (CIP) and SOC. The front-end portal must allow for additional access to review these linkages to ensure the CRC criteria are consistently applied across credential types and to add new CIP-SOC linkages to the Inventory as they are identified.
- 3. Evaluation of Credentials:** The MCL System will evaluate each credential’s occupational linkages from the Linkage Inventory against the framework of quality, while also maintaining a record of each outcome. The Framework of Quality criteria will be applied through stored procedures, and the results of these procedures will be produced in data tables.
- 4. Support for Regulatory Processes:** The MCL System will facilitate the annual and quarterly updates to the MCL and Linkage Inventory, timestamping credential applications, appeals, local demand, sequencing, apprenticeship supplements, Department of Agriculture and Consumer Services evaluation, and status changes. This improvement to data management and increased visibility for partner organizations will ensure that required processes are carried out in a timely manner, ultimately improving efficiencies for credentialing bodies.
- 5. Data Life Cycle Management:** The MCL System will maintain records of credentials over multiple periods, enabling analysis of trends and changes over time, controlling for each version of the Framework of Quality criteria, Linkage Inventory, and MCL. A normalized design will also allow for accurate record keeping of prior publications, documentation on rationale for changes, and the ability to log changes when they are determined with a date for the intended quarter they should be applied. The MCL System will allow CSF to forecast the impacts of prospective changes.
- 6. Reporting, Analytics, and Publication:** The MCL System will enable users to generate custom reports through cross-functional reporting software, such as Power BI, to provide insight for policymakers and certifying agencies alike. The MCL System will facilitate online publication of the MCL and Linkage Inventory on web pages and in printable formats.

The MCL System will serve as a repository for all information and updates to a credential's life cycle. Credential applications will be timestamped, along with their approval status. Upon approval, credentials will be linked to the highest level of skill SOC codes. From here, credentials are compiled to their appropriate credential type (e.g., Industry Certifications, Non-Degree Programs of Study), evaluated against the most current demand and wage criteria, then joined with all appropriate information to format the published MCL. Each quarterly review period will follow this process, allowing for credentials to be appealed based on demand and wage outcomes, and any other qualifying information affecting the credential's status on the MCL. Credentials failing to pass demand requirements may be reviewed for local demand review, and credentials failing to pass wage requirements may be reviewed for Credential Sequencing, all of which will carry a timestamp and can be tracked from one quarter to the next.

IV. Vendor Responsibilities.

A. The Contractor will develop the MCL System, to include interface, database, and data exporting functionality, on CareerSource Florida's Salesforce instance and perform the following tasks and activities:

1. Introduction and Project Management Plan.

- a. Facilitate a kick-off meeting.
- b. Develop a Project Management Plan (PMP).
- c. Develop a detailed project schedule in Microsoft Project.

2. Develop MCL/Linkage Inventory interface for the ability to load or enter MCL data.

3. Configure a database for the MCL/Linkage Inventory data to reside.

4. Develop data export function to enable internal users the ability to generate custom reports through cross-functional reporting software.

5. The MCL System must be live and in production by **March 15, 2025**.

6. The Contractor will support meetings as follows:

Meeting Type	Expectation
Project Kick-off	In-person / On-site
Planning Sessions	In-person / On-site or Virtual
Weekly Status Meetings	In-person / On-site or Virtual
Training Session	In-person / On-site

*** CareerSource Florida will have office/workspace and network connectivity available for the Contractor to use, as necessary.**

7. The Contractor will perform all deliverables as specified in **Attachment A – Schedule of Deliverables and Payments**. If Contractor does not complete deliverables as specified for payment, a financial consequence will be applied to that month's invoice as specified in **Attachment A**.

B. Staffing.

The Contractor(s) shall ensure all staff is qualified to deliver services under the terms and conditions of this Contract. Qualifications must include appropriate educational background based upon job duties, experience in similar or like employment. Staff qualifications must be in writing for all staff members for each year of the Contact. Contractor will submit this information to CSF within 30 days of contract execution.

The Contractor(s) shall notify the CSF contract manager as soon as possible, but no later than 10 calendar days of any changes in the staff assigned to this engagement. Such notification shall be in writing and shall include information related to replacement staff assigned to this engagement. Failure to comply with the requirements of this section will provide CSF with discretion to activate the contract termination provisions in **Section XVII**.

C. Subcontractor(s).

The Contractor(s) will provide the scoped services and shall be responsible for all work performed and all contract deliverables. The Contractor(s) shall not enter any subcontracts for the delivery of any services described in this Contract without the prior written approval of CSF.

It is the intent of CSF to maintain the quality standards applicable for all engagement team members. The Contractor(s), as the prime service provider, retains sole responsibility for the qualifications of all team members.

D. Confidentiality and Safeguarding Information.

CSF and the Contractor may have access to confidential information during the course of performing the services described in this Contract. The Contractor(s) must implement procedures to ensure protection and confidentiality of all data, files and records involved with this contract.

E. Compliance with Laws.

The Contractor shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Contractor(s) shall comply with the Immigration and Nationality Act, the Americans with Disabilities Act, the Clean Air Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, disability, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

F. Convicted Contractors.

A person or affiliate placed on the convicted vendor list pursuant to **Section 287.133**, Florida Statutes, following a conviction for a public entity crime is prohibited from submitting a proposal on a contract to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the convicted contractor list.

G. Discriminatory Contractors.

An entity or affiliate placed on the discriminatory vendor list pursuant to **Section 287.134**, Florida Statutes, may not submit a proposal on a contract to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the discriminatory vendor list.

H. Licenses, Permits and Taxes.

The Contractor shall pay for and obtain all licenses, permits, taxes, or other fees required for this contract. In addition, the Contractor shall comply with all federal, state and local codes, laws, ordinances, regulations and other requirements applicable to the work specified all at no additional cost to CSF.

V. ATTACHMENTS.

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

1. **Attachment A - Schedule of Deliverables and Payments**
2. **Attachment B - Certifications and Assurances**

VI. Priority of Contract Documents.

The parties agree that this Contract document, Contract for Services Between CareerSource Florida, Incorporated and Canopy Management Consulting Group, 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:

1. **This Contract document**
2. **Attachment A – Schedule of Deliverables and Payments**
3. **Attachment B – Certifications and Assurances**

VII. Payment for Services and Products.

The Contract amount, not to exceed **\$95,403.00**, unless approved by CSF, is to be paid by CSF based on **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 specified in Section III., Scope of Contract and **Attachment A – Schedule of Deliverables and Payments**.

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

Canopy Management Consulting Group LLC
Attention: Brian Swords
Address: 3512 Maclay Blvd. S
Email: brian.swords@cmcgfla.com

IX. 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 are described in **Attachment A - Schedule of Deliverables and Payments**. CSF will exercise due diligence to review performance 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.

X. Administrative Functions.

The Contractor shall provide all administrative functions, i.e., management, support staff, office space, telephones, supplies and typing, and any other administrative functions required to meet the requirements of this Contract and all such costs are included in the Contract amount.

XI. 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.

Contractor shall submit invoices for services provided, as specified in Section III., Scope of Contract, and **Attachment A – Schedule of Deliverables and Payments** including deliverable start and completion date, and a summary of the services provided, and hours charged. Payment will be made upon receipt of invoice received for specified services. Invoices must include the required documentation as stipulated in Section III., Scope of Contract and **Attachment A - Schedule of Deliverables and Payments** and should be submitted to:

Josh Booth, Accounting Director
CareerSource Florida, Inc.
2308 Killearn Center Blvd. Suite 101
Tallahassee, Florida 32309

Email: jbooth@careersourceflorida.com and accountspayable@careersourceflorida.com

XII. 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 and supporting documentation shall communicate all contract activities and show progress toward the accomplishment of required deliverables.

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XIII. Contract Management.

The following individuals shall serve as Contract Managers for this Contract:

For CSF:

Quartil Robinson

Contract & Procurement Manager

2308 Killearn Center Blvd. Suite 101

Tallahassee, FL 32309

Phone: (850) 759-4356

Email: accountspayable@careersourceflorida.com

For the Contractor:

Canopy Management Consulting Group LLC

Brian Swords, Managing Partner

3512 Maclay Blvd S

Phone: (850) 391 - 0596

Email: brian.swords@cmcgfla.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.

XIV. 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.

XV. Contract Renewal.

This Contract may not be renewed.

XVI. 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 this Contract.

XVII. Notice of Termination for Cause and for Convenience

A. Cancellation for Convenience.

CSF or the Contractor may, without cause, unilaterally cancel or terminate this Contract by providing the other party with 30 days' notice. In the event funds to finance this Contract become unavailable, CSF may terminate the Contract by notifying the Contractor 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 invoice.

B. Termination for Cause.

If the Contractor does not provide or deliver the services as stipulated in the Contract, does not provide required services within the timeframes identified in the Contract, 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 with 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

XIX. 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 damages.

XX. 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.

XXI. 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.

XXII. 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 its 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.

XXIII. Public Records.

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 by telephone at 850-759-4334, via e-mail at info@careersourceflorida.com, or by mail at 2308 Killearn Center Blvd., Suite 101, Tallahassee, Florida 32309.

XXIV. Records and Retention.

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 express 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.

XXV. Ownership of Contract Materials.

CareerSource Florida 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 right 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 Contractor Pre-Existing Materials that are delivered under this Contract to 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.

XXVI. Intellectual Property Rights.

All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of CSF to be granted to and vested in CareerSource Florida for the use and benefit of CSF; and no person, firm or corporation shall be entitled to use the same without the written consent of CareerSource Florida. Any contribution by Contractor or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Contractor for CSF and, upon creation, shall be owned exclusively by CSF. To the extent that any such works may not be considered works made for hire for CSF under applicable law, Contractor agrees upon creation of such works, to automatically assign to CSF ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Contractor shall refer the discovery or invention to CSF who will refer it to the Department of State to determine whether patent protection will be sought in the name of CareerSource Florida.

Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature CSF has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of CSF to do so. Contractor shall give CSF written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

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

Authorized Signature for Canopy Management Consulting Group LLC

Damon Steffens 12/17/2024

**Damon Steffens, Managing Partner
Canopy Management Consulting Group LLC** **Date**

For CareerSource Florida:

Adrienne Johnston 12/17/2024

**Adrienne Johnston, President and CEO
CareerSource Florida, Inc.** **Date**

**Attachment A
Schedule of Deliverables and Payments**

I. Schedule of Deliverables and Payments

The following Schedule of Deliverables and Payments is subject to approval by CareerSource Florida and is subject to change based on modifications to the plan during the programming year.

SCHEDULE OF DELIVERABLES AND PAYMENTS		
Deliverable No. 1 – Introduction and Project Management Plan		
Description / Tasks	Performance Measures	Financial Consequences
<ol style="list-style-type: none"> 1. Facilitate kickoff meeting. 2. Develop Project Management Plan (PMP). <ol style="list-style-type: none"> a. Project Plan Summary; b. Project Scope Management Plan; c. Resource Management Plan; d. Risk Management Plan; e. Communication Plan; f. Project Change Management Plan; g. Quality Management Plan. 3. Develop a detailed project schedule in Microsoft Project. 	<ol style="list-style-type: none"> 1. Conduct kickoff meeting(s) and provide completed PMP, as specified, within 10 business days of contract execution. 2. Evidence of sign-in sheet(s), PMP plans and any other required documentation must be submitted to and approved by CSF. 	<ol style="list-style-type: none"> 1. Failure to conduct kickoff meeting and submit PMP within 10 business days of contract execution will result in a deduction of 5% of the deliverable cost for each calendar day beyond the due date. Such reduction shall be made from the deliverable payment.
		Deliverable 1 - \$4,139.52

Deliverable No. 2 – MCL/Linkage Inventory Interface

Description / Tasks	Performance Measures	Financial Consequences
<p>1. Develop MCL/Linkage Inventory interface for the ability to load, enter, or modify credentials, occupational linkage data, occupational wage and demand data, credential sequencing data, and other data elements to be provided by partner agencies.</p>	<p>1. Demonstrate the MCL/Linkage Inventory interface on or before February 21, 2025.</p> <p>2. Demonstration and functionality must be coordinated with and approved by CSF.</p>	<p>1. Failure to demonstrate the MCL/Linkage Inventory interface on or before February 21, 2025, will result in a deduction of 5% of the deliverable cost for each calendar day beyond the due date. Such reduction shall be made from the deliverable payment.</p>

Deliverable 2 - \$30,380.78

Deliverable No. 3 – MCL/Linkage Inventory Database

Description / Tasks	Performance Measures	Financial Consequences
<p>1. Configure a database for the MCL, including all credentials in-scope for the MCL, occupational linkage data from the Linkage Inventory, occupational wage and demand data from the Labor Market Estimating Conference and FloridaCommerce, credential sequencing data from the Department of Education, and all other data elements necessary for MCL evaluation.</p>	<p>1. Demonstrate MCL/Linkage Inventory database functionality on or before February 21, 2025.</p> <p>2. Demonstration and functionality must be coordinated with and approved by CSF.</p>	<p>1. Failure to configure and demonstrate the MCL/Linkage Inventory database on or before February 21, 2025, will result in a deduction of 5% of the deliverable cost for each calendar day beyond the due date. Such reduction shall be made from the deliverable payment.</p>

Deliverable 3 - \$30,380.78

Deliverable No. 4 – Data Export and Publication		
Description / Tasks	Performance Measures	Financial Consequences
<ol style="list-style-type: none"> 1. Develop data export and publication functionality to enable internal users the ability to generate custom reports through cross-functional reporting software and publish on the web or in printable formats. 	<ol style="list-style-type: none"> 1. Demonstrate data export and publication functionality on or before February 28, 2025. 2. Demonstration and functionality must be coordinated with and approved by CSF. 	<ol style="list-style-type: none"> 1. Failure to develop and demonstrate data export and publication functionality on or before February 28, 2025, will result in a deduction of 5% of the deliverable cost for each calendar day beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 4 - \$14,284.87		
Deliverable No. 5 – Training and User Training Guide		
Description / Tasks	Performance Measures	Financial Consequences
<ol style="list-style-type: none"> 1. User Training Guide for how to use/modify the interface, database, and exporting/reporting functionality. 2. Conduct one (1) in-person training session for how to use/modify the interface, database, and exporting/reporting functionality. 	<ol style="list-style-type: none"> 1. Submittal of the User Training Guide and facilitation of the training session which must be evidenced by sign-in sheet. The session must be completed prior to the March 15, 2025 go live. 2. User Training Guide and sign-in sheet must be submitted to and approved by CSF. 	<ol style="list-style-type: none"> 1. Failure to submit the User Training Guide and failure to conduct the training session by March 15, 2025, will result in a deduction of 5% of the deliverable cost for each calendar day beyond the due date. Such reduction shall be made from the deliverable payment.
Deliverable 5 - \$6,644.40		

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Deliverable No. 6 – Weekly Status Meetings and Status Reports

Description / Tasks	Performance Measures	Financial Consequences
<ol style="list-style-type: none"> 1. Facilitate weekly status meetings with CSF Program Director and document with a status report. 2. Support post-delivery technical assistance 	<ol style="list-style-type: none"> 1. For each month, submit weekly status reports within five (5) business days from the last calendar day of each month. 2. Weekly Status Reports and any other required documentation must be submitted to and approved by CSF. 	<ol style="list-style-type: none"> 1. Failure to submit weekly status reports within five (5) business days from the last calendar day of each month will result in a deduction of 5% of the deliverable cost for each calendar day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 6 - \$5,433.12

Deliverable No. 7 – Project Closure

Description / Tasks	Performance Measures	Financial Consequences
<ol style="list-style-type: none"> 1. Submit a Project Closure Report which includes details of the activities needed to close out all Project activities, tasks, and reports. 2. Supporting reports to the Project Closure Report that shall be provided by the contractor include: <ol style="list-style-type: none"> a. Lessons Learned Project Report; b. Project Release Document (Signed); c. Change Log (Closed Out); d. Contract(s) Closure. 	<ol style="list-style-type: none"> 1. Submittal of the Project Closure Report, as specified, within five (5) business days of final acceptance of the last deliverable for Deliverable 6. 2. The Project Closure Report must be evidenced by documentation required below, and any other required documentation, and must be submitted to and approved by CSF: <ol style="list-style-type: none"> a. Lessons Learned Project Report; b. Project Release Document (Signed); c. Change Log (Closed Out); d. Contract(s) Closure. 	<ol style="list-style-type: none"> 1. Failure to submit the Project Closure Report supported with required documentation within five (5) business days of final acceptance of the last deliverable for Deliverable 6, as specified, will result in a deduction of 5% of the deliverable cost for each calendar day beyond the due date. Such reduction shall be made from the deliverable payment.

Deliverable 7 - \$4,139.52

Total Contract Amount \$95,403.00

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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:

I. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 74)

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 I.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.

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II. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)

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.

III. 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 Innovation and Opportunity Act of 2014 (WIOA), (Pub. L. 113-128)**, 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 any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA 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 or her disability, 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.

Contractor also assures that it will comply with **29 CFR Part 38** and all other regulations implementing the laws listed above. Contractor understands that CareerSource Florida and the United States have the right to seek judicial enforcement of the assurance.

IV. 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.

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

V. 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.

VI. 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.**

VII. EMPLOYMENT ELIGIBILITY VERIFICATION

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form 1-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. 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/>
2. In accordance with **s. 448.095, F.S.**, the State of Florida expressly requires the following:
 - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

- b. An employer shall verify each new employee's eligibility within three (3) business days after the first day that each new employee begins working for pay as required under **8 CFR 274a**. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- 3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this agreement.

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.

By signing below, the Contractor certifies the representations outlined in Parts I through VIII above are true and correct.

Damon Steffens

Damon Steffens, Managing Partner
Canopy Management Consulting Group LLC

___12/17/2024___
Date

Adrienne Johnston

Adrienne Johnston, President and CEO
CareerSource Florida, Inc.

12/17/2024

Date

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