

JANITORIAL SERVICES VENDOR CONTRACT NO. 2024-2025-Vendor-12023

between

CAREERSOURCE BROWARD

and

AK BUILDING SERVICES INC.

This is not a Contract for Research and Development

UEI #	XE6NXBGD6M21			
FEDERAL AWARDING AGENCY	U.S. DOL, HHS			
TOTAL FEDERAL AWARD	\$13,513,628			
FEDERAL AWARD IDENTIFICATION # (FAIN)	ALN (CFDA) #	FDA/CSFA Title	FEDERAL AWARD DATE	TOTAL FEDERAL AWARD
245FL412Q7503	10.561	SNAP	10/1/2023	\$234,533
G-2001FLTANF	93.558	TANF	10/1/2023	\$2,897,485
23A55AT000009	17.258	WIOA Adult	7/1/2023	\$2,666,135
23A55AW000012	17.278	WIOA DW	7/1/2023	\$3,277,844
23A55AY000003	17.259	WIOA Youth	4/1/2023	\$2,324,084
23A55WP000018	17.207	WP	7/1/2023	\$1,425,545
24555DV000065	17.801	LVER/DVOP	10/1/2023	\$123,002
23A60UR000036	17.225	RESEA	1/1/2023	\$565,000
PASS THROUGH ENTITY	FL. Department of Commerce			
CONTRACTING OFFICER	Carol Hylton, President/CEO			
CONTACT INFORMATION	CareerSource Broward 2890 W. Cypress Creek Road Ft. Lauderdale, FL 33309			

The Workforce Innovation and Opportunity Act Contract is fully supported by the Employment and Training Administration of the U.S. Department of Labor and Personal Responsibility and Work Opportunity Reconciliation Act is fully supported by the Department of Health and Human Services which together total \$13,513,628 with funds from the federal funding streams listed above. The total funds for this contract are \$52,805. Pursuant to the Steven's Amendment 100% of the funds support this contract are federal funds.

THIS CONTRACT NO. 2024-2025-VENDOR-12023, entered into the **9th day of September, 2024**, by and between CAREERSOURCE BROWARD, hereinafter referred to as CSBD, the administrative entity and fiscal agent for the CareerSource Broward Council of Elected Officials and the Broward Workforce Development Board, Inc., hereinafter the BWDB having its principal office at 2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309 and AK BUILDING SERVICES INC. hereinafter referred to as CONTRACTOR, existing under and by virtue of the laws of the State of Florida as a for-profit corporation, having its principal office at 720 NW 7<sup>th</sup> Terrace, Fort Lauderdale, FL 33311 to begin on the date this Contract is executed by the parties.

### RECITALS

WHEREAS, CSBD issued a Request for QUOTES (RFQ) in August, 2024 for the provision of Janitorial Services; and,

WHEREAS, CONTRACTOR responded to the RFQ; and

WHEREAS, following a review of the quotes staff recommended to the CSBD President that she approve entry into a Contract with Contractor, the lowest responsive quote received, to perform the Janitorial Services as described in the RFQ specifications; and,

WHEREAS, CSBD desires to engage the Contractor to provide Janitorial Services with up to three renewals;

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

1. CONTRACTOR will perform in a good and workmanlike manner at the premises located at **2890 West Cypress Creek Rd., Fort Lauderdale, FL 33309** the duties described herein.
2. CONTRACTOR'S supervisory personnel will regularly inspect the premises and the work done by the CONTRACTOR'S employees and will exercise authority over all such employees.
3. CONTRACTOR will furnish all labor, equipment, materials and personnel necessary to the performance of its duties.
4. CSBD shall provide suitable storage facilities for equipment and materials provided by CONTRACTOR with proper locks to protect CONTRACTOR'S property. Prior to storing any items on the property, contractor will provide an inventory list including photographs of equipment being stored.

5. CONTRACTOR representatives and employees assigned to CSBD shall be background-checked and cleared according to all Federal, State and local requirements. CONTRACTOR shall provide CSBD with an updated list of all cleared employees via email when any personnel changes are made. CONTRACTOR shall provide their representatives and employees with a photo identification badge with CONTRACTOR's and employee's name and photograph, printed on the badge for verification purposes. CONTRACTOR representatives and personnel shall wear the badge at all times while on the building premises
6. All employees shall meet I-9 requirements.
7. CONTRACTOR will perform its duties Monday thru Friday, except for holiday's observed by the CSBD. CONTRACTOR will perform its duties in such manner as to avoid inconvenience to the users of the premises and interference with the CSBD'S operations.
8. CONTRACTOR shall not be obligated to provide services on the legal United States holidays unless instructed and agreed to otherwise. The holidays are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. CSBD will provide CONTRACTOR with a list of holidays when the CSBD offices will be closed.
9. CONTRACTOR shall secure all permits required to perform its duties and will comply with all applicable workers' compensation, employer's liability, and other Federal, State, County, and Municipal laws, ordinances, rules, and regulations. CONTRACTOR will also ensure and comply with all legal, safety, and insurance regulations. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against CSBD and the CSBD governing boards, their officers, directors, employees, and volunteers for all losses or damages. The Workers Compensation Policy must include Employers' Liability with minimum limits of \$100,000 for each accident. CSBD requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from others or equivalent.
10. CSBD Contractor shall at all times hereafter indemnify, hold harmless and, at CSBD's option, defend or pay for an attorney selected by the CSBD to defend CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by a negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD

until all of CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to special fees, markups or interest payments on the part of CSBD.


11. Contractor shall maintain such insurance as appropriate to the services to be provided under this Contract to be able to indemnify CSBD, its Officers, Directors and employees. During the terms of this Agreement, CONTRACTOR will carry and maintain in full force liability insurance naming CSBD (CSBD) as a third-party beneficiary and workmen's compensatory insurance presented in this agreement.
12. The term of this Agreement shall commence on **September 9, 2024** (date signed) and shall remain in effect for one (1) calendar year. This agreement maybe renewed for three (3) 1-year periods as follows:
  - a. September 1, 2025 – August 31, 2026
  - b. September 1, 2026 – August 31, 2027
  - c. September 1, 2027 – August 31, 2028
13. Termination
  - a. This Contract may be terminated for convenience by either party by providing the other party at least thirty (30) days advance notice in writing, via US Mail or overnight courier to the other party, of its desire to terminate this Agreement, except that, if either party becomes bankrupt or insolvent, or discontinues operations, the Contract may be terminated by either party upon twenty-four (24) hours written notice.
  - b. This Contract may be terminated if contractor fails to deliver the goods and/or services required under this contract.
  - c. CSBD, reserves unto itself the right to unilaterally de-obligate, or if necessary, to suspend or terminate this Contract or any amendment hereto instantaneously and as may be necessitated by CSBD's funding levels. Any de-obligation modification or amendment shall be effective upon notification to the Contractor by CSBD. CSBD shall provide Contractor thirty (30) days' notice or in the event CSBD receives less than thirty (30) days' notice CSBD shall provide such notice as CSBD receives from its funding sources. In such instances, costs will be reimbursed up to the date of cancellation only; thereafter neither CSBD nor Contractor shall have any obligation whatsoever to complete or otherwise continue the Contract.
14. The services covered by this Agreement shall be provided at the rate listed below:
  - a. Regular Services as listed on Exhibit A shall be provided at a base rate of Four Thousand Four Hundred Dollars (\$4,400.00) per month for services five days per week, including a porter for four-hours per day.


- b. The amount to be paid to CONTRACTOR shall be increased by two percent (2%) of the base rate of the previous year for each renewal year.
  - c. CSBD agrees to pay CONTRACTOR within 30 days of receipt of an error free monthly invoice following approved by the CSBD Executive Vice President.
  - d. CSBD may request additional services as listed below:
    - i. Extraction Carpet Cleaning – \$.20 cents per square foot.
    - ii. Hard Surface Floor Care (VCT: Strip and 5 coats of wax) – \$.45 cents per square foot, minimum \$100.00 per job.
    - iii. Handyman Services – \$25.00 per hour
    - iv. Window Cleaning – \$8.00 per window
    - v. Power washing – \$.10 cents per square foot;
    - vi. Emergency Clean-up – \$30.00 per hour
  - e. CONTRACTOR'S pricing is based on square footage. CSBD shall notify CONTRACTOR in writing if there are any changes in area or type of service for those areas.
  - f. CONTRACTOR agrees that the current rate is established by the quote provided in Exhibit A and will be maintained for a one-year term.
15. Contractor shall provide a loose leaf "action logbook" where the office manager and the lead custodian must make **DAILY** entries to communicate any special cleanliness concerns, and, also, if none exist that day. The logbook shall be kept at the front reception desk, where it can be examined by CSBD or CONTRACTOR personnel at any time.
16. Contractor agrees to comply with federal and state law pursuant to Exhibits:
- a. Exhibit B Compliance with Federal Grant Requirements
  - b. Exhibit C Assurances and Certifications
  - c. Exhibit D Debarment Form
  - d. Exhibit E Lobbying From
  - e. Exhibit F Lobbying Certification Form
  - f. Exhibit G Drug Free Workplace Certificate
  - g. Exhibit H Certification Regarding Environmental Tobacco Smoke

EXECUTION PAGE


IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: **AK BUILDING SERVICES INC.** by and through its EXECUTIVE, on the \_\_\_ day of September, 2024. and CareerSource Broward signing by and through its President/CEO.

AS TO: AK BUILDING SERVICES INC.:

ATTEST:   
\_\_\_\_\_  
Diane LaMont

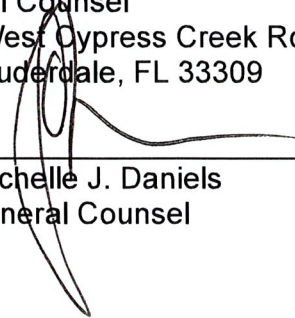
BY:   
\_\_\_\_\_  
(Signature)  
NAME: Mark Cedar  
TITLE: President  
DATE: 09/09/2024

AS TO CAREERSOURCE BROWARD:

ATTEST:   
\_\_\_\_\_  
Amber Williams

BY:   
\_\_\_\_\_  
(Signature)  
NAME: CAROL HYLTON  
TITLE: PRESIDENT/CEO  
DATE: 09/09/2024

Approved as to form by the CareerSource Broward  
General Counsel  
2890 West Cypress Creek Road  
Fort Lauderdale, FL 33309

BY:   
\_\_\_\_\_  
Rochelle J. Daniels  
General Counsel

## EXHIBIT A

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

Career Source Broward					
	Frequency	Days	Time	Monthly Price	Annual Price
Evening Cleaning	5 Days	M-F	After 6 pm	\$ 2,693	\$ 32,317
Day Cleaning	5 Days	M-F	10 am to 2 pm	\$ 1,707	\$ 20,488
Total				<u>\$ 4,400</u>	<u>\$ 52,805</u>

*Sales Tax Excluded*

### General Cleaning Specifications

#### Offices, Hallways, Stairwells, Elevators, Lobby (2 floors) – Nightly 5 Times Per Week

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

## **General Cleaning Specifications (Continued)**

### **Kitchen, Lunch Rooms & Coffee Stations - Nightly**

1. Sweep/mop/vacuum floors.
2. Remove all trash and replace liners
3. Wipe down all counters and clean sinks
4. Wipe face of refrigerator and microwave (inside and outside)
5. Wipe down tops of tables and wipe down all chairs
6. Clean outside and inside microwave

### **Restrooms - Nightly**

1. Empty trash cans and replace liners
2. Re-stock all paper products and hand soap
3. Wipe down all counters and sinks with a disinfectant cleaner
4. Sweep and mop all floors with a disinfectant cleaner
5. Wipe down all fixtures and all stall partitions
6. Clean mirrors and stainless steel
7. Re-stock all paper products for bathrooms – paper supplied by Customer (Daily)

### **Detail Dusting and Cleaning – Monthly**

1. Dust all areas beyond normal reach to include ceiling air conditioning supply diffusers, returns and other hard to reach areas.
2. Dust Blinds
3. Clean all windows sills
4. Spot clean interior glass panels
5. Wipe down all chairs.
6. Machine scrub all tile floors

### **Common Area Cleaning**

1. Clean stairwells – 1 time per week (sweep and mop)

## **General Cleaning Specifications (Continued)**

### **Day Porter Duties**

1. Clean front door glass doors
2. Clean inside all bathrooms which include the cleaning of all the toilets, wiping down all the counters, touching up stainless steel and cleaning all sinks/faucets. All areas will be disinfected. Further, all paper dispensers will be re-stocked. Please note that floors will be swept but will not be mopped during the daytime to avoid injury. All mopping occurs in the evening.
3. Clean all break rooms. Wipe down all counters, sweep floors, clean inside/outside microwave, clean outside of refrigerator.



4. No vacuuming will occur unless any type of spill. Vacuuming occurs in the evening.
5. Clean all conference rooms – wipe down conference room table.
6. Address any type of spills/emergencies during the daytime.
  - a. AK will be responsible to machine scrub all tiles floors throughout the facility one time per month (included in above price).
  - b. The above pricing for the evening service is 5 days per week (after 6 pm)
  - c. The above pricing for the day cleaning is 5 days per week (10:00 am to 2:00 pm).
  - d. All of AK's employees will be background checked at AK's cost including for criminal activity as well as for verification of citizenship.
  - e. The above pricing does not include paper products (i.e. toilet paper, hand towels, hand soap, toilet seat covers, kitchen towels and trash bags). Paper products will be supplied by CareerSource Broward.
  - f. Contractor shall supervise all their employees and shall conduct spot checks to ensure the highest level of quality and commits to deliver superior service and to exceed expectations.
  - g. Contractor shall utilize green cleaning techniques which include using microfiber rags and a microfiber flat mop system. The flat mop system will keep the tile and grout clean since clean water and solution is always applied to the floor. All mops shall be color coded so anything that is cleaned in a bathroom is never used outside of the bathroom to prevent cross contamination.
  - h. Contractor is a drug free, fully licensed insured and bonded company. They maintain workers compensation in the amount of \$1.0 million per accident.
  - i. Contractor shall maintain liability insurance including \$2 million general aggregate and \$1.0 million per occurrence.
  - j. Each of their employees is bonded up to \$25,000 per employee.

## EXHIBIT B

### COMPLIANCE WITH FEDERAL GRANT REQUIREMENTS

1. Contractor assures, warrants, covenants, and agrees that in the performance of its duties and obligations pursuant to this Contract, Contractor is and will be in full and complete compliance with all applicable regulations promulgated by the oversight authority for the grants and fund sources administered by CSBD and all other applicable laws, government regulations and guides governing said performance.
2. Contractor warrants that neither their firm nor any partner or principal has employed any person or solicited or secured this Contract through any Contract for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give CSBD the right to terminate this Contract.
3. The Contractor certifies that no person who presently exercises any functions or responsibilities in connection with CSBD has any personal or financial interest, direct or indirect in this Contract, and that no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or its employees must be disclosed to CSBD. This paragraph shall not be construed so as to unreasonably impede the statutory requirement that maximum opportunity be provide for employment and/or participation by residents of the area.
4. Contractor shall provide, pay for, and maintain in force, at all times during the services to be performed, such insurance, including Workers' Compensation insurance, Professional Liability Insurance, Comprehensive Liability and Business Auto Liability Insurance as appropriate to its business. Contractor shall add CSBD as an additional insured to their policies upon CSBD request.
5. To the extent this contract is funded with federal funds in excess of one hundred thousand dollars (\$100,000.00) Contractor shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995]
6. Contractor certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.
7. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with: 45 CFR Part 74 and/or 45 CFR Part 92 and/or 220 CFR Part 600 et. seq., and all other applicable federal regulations as applicable

8. Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
9. Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
10. Contractor shall comply with Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in educational programs.
11. Contractor shall comply with the Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
12. Contractor shall comply with Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.
13. Contractor shall comply with Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program or activity.
14. Contractor shall comply with The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
15. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7).
16. Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-Contracts.
17. Equal Employment Opportunity. Contractor agrees that it shall comply with Exec. Order No. 11246, Equal Employment Opportunity, as amended by Exec. Order No. 11375, and as supplemented in Department of Labor regulation 41 C.F. R., pt. 60, if applicable.
18. Non-Discrimination and Harassment-Free Workplace. Contractor shall not discriminate against any employee employed in the performance of a Contract, or against any applicant for employment because of race, creed, color, handicap, national origin, marital status, or sex. The Contract shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The Contractor agrees to insert a similar provision in all subcontracts that will meet the requirements as set forth in Public Law 105-220, section 188.

19. Unauthorized Aliens. Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD. Contractor shall obtain affidavits from its subcontractors swearing and affirming that they do not employ, contract with, or subcontract with an unauthorized alien, Contractor shall maintain a copy of subcontractor affidavits.

20. Debarment and Suspension. Contractor certifies that they are not presently nor within the three (3) year period preceding the effective date of this Contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 CFR 98.

21. Pro-Children Act. Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S. C. 6083.

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

23. Procurement of Recovered Materials. As applicable Contractor shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

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

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

26. Contractor shall comply with the immigration and naturalization service regulations for employers and employees Public Law 107 -124 and 107-125. Statutes and regulations applicable to this Agreement. Exhibit I is a public law and is not attached to this Agreement.

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

28. Contractor agrees that none of its officers or employees shall during the term of this Contract serve as an expert witness against CSBD, the CareerSource Broward Council of Elected Officials, or the BWDB, Inc. in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CSBD or the CareerSource Broward Council of Elected Officials or the BWDB in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

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

30. E-VERIFY

a. Contractor agrees to comply with Florida Statutes 448.095 and shall:

1. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors

2. Not employ, contract with, or subcontract with an unauthorized alien

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

31. Contractor shall comply with the Prohibition on Certain Telecommuting and Video Surveillance Services or Equipment 2 CFR 200.216.

32. Contractor shall comply with the Statutory And National Policy Requirements 2 CFR 200.300;

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

34. Public Entities Crime

Contractor represents that the execution of this Contract will not violate the Public Entity Crimes Act (§ 287.133, Florida Statutes) which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the

construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the CSBD, and may not transact any business with the CSBD in excess of the threshold amount provided in § 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from the CSBD's competitive procurement activities.

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

35. Contractor shall comply with Section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, the Contractor shall refer the discovery or invention to the CSBD who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable materials are produced the Contractor shall notify the CSBD. Any and all copyrights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.

36. Contractor shall comply with 2 CFR 200.113 and promptly make a written disclosure to CSBD whenever it has "credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations" or a violation of the civil False Claims Act.

37. Sub-grantee certifies that they are not on the Scrutinized Companies that Boycott Israel List pursuant to Fla. Stat. § 215.4725, or is engaged in a boycott of Israel or is entering into a contract with or submitting a proposal to a Scrutinized Company.

Mark Cedar

09/09/2024

Signature and Date

Mark Cedar

Printed Name

President

Title

## EXHIBIT C

### ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor or sub-recipient also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by identified by the DOL as of September 30, 2020 at: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, 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, all non-Federal entities receiving Federal funds 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. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a



pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

#### I. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

#### m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

#### n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

#### o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (vwww.fvvs.Rov/offices).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing

budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either

- A. Associated with performance under this award; or
  - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension
- b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminate if Contractor
- 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or
  - 2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
    - i. Associated with performance under this award; or
    - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
- 1. "Employee" means either:
    - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7

cc. Copeland 'Anti-Kickback" ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of 'funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties. assignment or performance of experimental, developmental, or research work under that 'funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

hh. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractor certifies 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. '1 352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 · dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

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

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:

- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

**EXHIBIT D**

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

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

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals

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

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

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

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

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

*Mark Cedar*

09/09/2024

Signature

Date

MARK CEDAR

PRESIDENT

Print Name and Title of Authorized Representative



## EXHIBIT E

### Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

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

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

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

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

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

1. Type of Federal Action: \_\_\_\_\_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance

2. Status of Federal Action: \_\_\_\_\_ 3. Report Type: \_\_\_\_\_

\_\_\_\_\_

a. bid/offer/application  
b. initial award  
c. post-award

a. initial filing  
b. material change  
For Material Change Only  
year \_\_\_\_\_ quarter \_\_\_\_\_  
date of last report \_\_\_\_\_

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

Congressional District, if known: \_\_\_\_\_ Congressional District, if known: \_\_\_\_\_

6. Federal Department/ Agency: \_\_\_\_\_ 7. Federal Program Name/Description: \_\_\_\_\_

CFDA Number, if applicable: \_\_\_\_\_

8. Federal Action Number, if known: \_\_\_\_\_ 9. Award Amount, if known: \_\_\_\_\_

10. a. Name and Address of Lobbying Entity

b. Individuals Performing Services (including address if different from No. 10a.)  
(If individual, last name, first name, MI)

(Last name, first name, MI)

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

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):  
\_\_\_\_\_ actual \_\_\_\_\_ planned \_\_\_\_\_

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

- a. cash
- b. In-kind, specify: nature \_\_\_\_\_  
value \_\_\_\_\_

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify:

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

<sup>2</sup> \_\_\_\_\_ (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

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

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

**Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.<sup>3</sup>**

Signature Mark Cedar

Print Name MARK CEDAR

Title PRESIDENT

Telephone Number 561-471-8817

Date 09/09/2024

**EXHIBIT F**

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Congress, an Officer or Employee of Congress, or an Employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that subrecipients shall certify and disclose accordingly.

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

AK BUILDING SERVICES, INC.

Grantee/Contractor/Organization	Program/Title
AK Building Services <i>Mark Cedar</i>	09/09/2024
Name of Certifying Official Print Name and Sign	Date

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

## EXHIBIT G

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
  1. The dangers of drug abuse in the workplace.
  2. The policy of maintaining a drug-free workplace.
  3. Any available drug counseling, rehabilitation and employees assistance programs.
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
  1. Abide by the terms of the statement.
  2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.
  1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.

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

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

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

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

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

CERTIFICATION

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

*Mark Cedar*

09/09/2024

Signature

Date

Mark Cedar

Print Name

**EXHIBIT H**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

*Mark Cedar*

09/09/2024

Signature and Date

Mark Cedar

Printed Name

President


Title

AK BUILDING SERVICES, INC.

Organization



**SIGNATURE CERTIFICATE**



**REFERENCE NUMBER**  
95E68DE6-0312-4BF8-9760-9E3737B8F8DF

**TRANSACTION DETAILS**

**Reference Number**  
95E68DE6-0312-4BF8-9760-9E3737B8F8DF

**Transaction Type**  
Signature Request

**Sent At**  
09/04/2024 16:01 EDT

**Executed At**  
09/09/2024 15:44 EDT

**Identity Method**  
email

**Distribution Method**  
email

**Signed Checksum**  
a159ef3a83eecd34f294613d7a7890aa831c124819788548cd2646cdb5994fc1

**Signer Sequencing**  
Enabled

**Document Passcode**  
Disabled

**DOCUMENT DETAILS**

**Document Name**  
AK Building Services and CSBD Vendor Contract No 2024-2025-Vendor-12023

**Filename**  
AK\_Building\_Services\_and\_CSBD\_Vendor\_Contract\_No\_2024-2025-Vendor-12023.pdf

**Pages**  
32 pages

**Content Type**  
application/pdf

**File Size**  
233 KB

**Original Checksum**  
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**SIGNERS**

**SIGNER**

**Name**  
Diane LaMont

**Email**  
Dlamont@akbuildingservices.net

**Signer Sequence**  
2

**Components**  
1

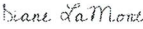
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**Status**  
signed

**Multi-factor Digital Fingerprint Checksum**  
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**IP Address**  
50.185.225.227

**Device**  
Microsoft Edge via Windows

**Typed Signature**  


**Signature Reference ID**  
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**EVENTS**

**Viewed At**  
09/09/2024 15:43 EDT

**Identity Authenticated At**  
09/09/2024 15:44 EDT

**Signed At**  
09/09/2024 15:44 EDT

**Name**

Karin Anderson

**Email**  
kanderson@akbuildingservices.net

**Signer Sequence**  
1

**Components**  
1


**Status**

signed

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**IP Address**  
50.185.225.227

**Device**  
Microsoft Edge via Windows

**Drawn Signature**  


**Signature Reference ID**  
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**Signature Biometric Count**  
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**Viewed At**

09/09/2024 15:35 EDT

**Identity Authenticated At**  
09/09/2024 15:36 EDT

**Signed At**  
09/09/2024 15:36 EDT

SIGNER	E-SIGNATURE	EVENTS
<b>Name</b> Mark Cedar	<b>Status</b> signed	<b>Viewed At</b> 09/09/2024 15:13 EDT
<b>Email</b> mcedar@akbuildingservices.net	<b>Multi-factor Digital Fingerprint Checksum</b> 70d550c445dceb9710db1d09210aa1501efa66075dc5a2c6dc4a5e6e70044e23	<b>Identity Authenticated At</b> 09/09/2024 15:20 EDT
<b>Signer Sequence</b> 0	<b>IP Address</b> 50.185.225.227	<b>Signed At</b> 09/09/2024 15:20 EDT
<b>Components</b> 26	<b>Device</b> Microsoft Edge via Windows	
	<b>Drawn Signature</b> 	
	<b>Signature Reference ID</b> F4631DB3	
	<b>Signature Biometric Count</b> 5	

## AUDITS

TIMESTAMP	AUDIT
09/04/2024 16:01 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'AK_Building_Services_and_CSBD_Vendor_Contract_No_2024-2025-Vendor-12023.pdf' on Chrome via Windows from 67.23.70.69.
09/04/2024 16:01 EDT	Mark Cedar (mcedar@akbuildingservices.net) was emailed a link to sign.
09/05/2024 08:52 EDT	Mark Cedar (mcedar@akbuildingservices.net) was emailed a reminder.
09/09/2024 12:48 EDT	Mark Cedar (mcedar@akbuildingservices.net) was emailed a reminder.
09/09/2024 15:13 EDT	Mark Cedar (mcedar@akbuildingservices.net) viewed the document on Microsoft Edge via Windows from 50.185.225.227.
09/09/2024 15:20 EDT	Mark Cedar (mcedar@akbuildingservices.net) authenticated via email on Microsoft Edge via Windows from 50.185.225.227.
09/09/2024 15:20 EDT	Mark Cedar (mcedar@akbuildingservices.net) signed the document on Microsoft Edge via Windows from 50.185.225.227.
09/09/2024 15:20 EDT	Karin Anderson (kanderson@akbuildingservices.net) was emailed a link to sign.
09/09/2024 15:35 EDT	Karin Anderson (kanderson@akbuildingservices.net) viewed the document on Microsoft Edge via Windows from 50.185.225.227.
09/09/2024 15:36 EDT	Karin Anderson (kanderson@akbuildingservices.net) authenticated via email on Microsoft Edge via Windows from 50.185.225.227.
09/09/2024 15:36 EDT	Karin Anderson (kanderson@akbuildingservices.net) signed the document on Microsoft Edge via Windows from 50.185.225.227.
09/09/2024 15:36 EDT	Gina Faya (gfaya@akbuildingservices.net) was emailed a link to sign.
09/09/2024 15:41 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) modified the signer name from 'Gina Faya' to 'Diane LaMont' and email from 'gfaya@akbuildingservices.net' to 'Dlamont@akbuildingservices.net'.
09/09/2024 15:41 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) modified signer email/name for 'AK_Building_Services_and_CSBD_Vendor_Contract_No_2024-2025-Vendor-12023.pdf' on Chrome via Windows from 67.23.70.69.
09/09/2024 15:41 EDT	Diane LaMont (Dlamont@akbuildingservices.net) was emailed a link to sign.
09/09/2024 15:43 EDT	Diane LaMont (Dlamont@akbuildingservices.net) viewed the document on Microsoft Edge via Windows from 50.185.225.227.
09/09/2024 15:44 EDT	Diane LaMont (Dlamont@akbuildingservices.net) authenticated via email on Microsoft Edge via Windows from 50.185.225.227.
09/09/2024 15:44 EDT	Diane LaMont (Dlamont@akbuildingservices.net) signed the document on Microsoft Edge via Windows from 50.185.225.227.

**SIGNATURE CERTIFICATE**



**REFERENCE NUMBER**

913DE3FD-8443-4DAD-9DCD-FD4EAE70095E

**TRANSACTION DETAILS**

**Reference Number**  
913DE3FD-8443-4DAD-9DCD-FD4EAE70095E

**Transaction Type**  
Signature Request

**Sent At**  
09/09/2024 15:59 EDT

**Executed At**  
09/10/2024 10:40 EDT

**Identity Method**  
email

**Distribution Method**  
email

**Signed Checksum**  
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**Signer Sequencing**  
Enabled

**Document Passcode**  
Disabled

**DOCUMENT DETAILS**

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**Filename**  
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**Pages**  
34 pages

**Content Type**  
application/pdf

**File Size**  
348 KB

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**SIGNERS**

**SIGNER**

**Name**  
Amber Williams

**Email**  
amwilliams@careersourcebroward.com

**Signer Sequence**  
2

**Components**  
1

**E-SIGNATURE**

**Status**  
signed

**Multi-factor Digital Fingerprint Checksum**  
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**Device**  
Chrome via Windows

**Typed Signature**  
*Amber Williams*

**Signature Reference ID**  
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**EVENTS**

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09/10/2024 10:39 EDT

**Identity Authenticated At**  
09/10/2024 10:40 EDT

**Signed At**  
09/10/2024 10:40 EDT

**Name**  
Moya Brathwaite

**Email**  
mbrathwaite@careersourcebroward.com

**Signer Sequence**  
1

**Components**  
1

**Status**  
signed

**Multi-factor Digital Fingerprint Checksum**  
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**IP Address**  
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**Device**  
Chrome via Windows

**Typed Signature**  
*Moya Brathwaite*

**Signature Reference ID**  
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**Viewed At**  
09/10/2024 09:02 EDT

**Identity Authenticated At**  
09/10/2024 09:02 EDT

**Signed At**  
09/10/2024 09:02 EDT

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	<b>Signature Reference ID</b> C16B540E	

## AUDITS

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09/09/2024 15:59 EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.
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09/09/2024 17:33 EDT	Carol Hylton (chylton@careersourcebroward.com) authenticated via email on Mobile Safari via iOS from 174.239.82.194.
09/09/2024 17:33 EDT	Carol Hylton (chylton@careersourcebroward.com) signed the document on Mobile Safari via iOS from 174.239.82.194.
09/09/2024 17:33 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) was emailed a link to sign.
09/10/2024 09:02 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
09/10/2024 09:02 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
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09/10/2024 10:40 EDT	Amber Williams (amwilliams@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
09/10/2024 10:40 EDT	Amber Williams (amwilliams@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.