



Agreement | Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay

In this Agreement, you may be referred to as "Client," "you," or "your" and you and Resultant may each be referred to as a "party" or collectively as the "parties."

SCOPE OF WORK

The following scope of work outlines our services related to the overall management, monitoring, and maintenance of your IT environment included within this IT Managed Services engagement. The level of service provided is strategic, transparent, and responsive to your organization's needs related to technology.

Managed Services

PROACTIVE CLIENT MAINTENANCE

To optimize the functionality of your systems, we will utilize our analysis process that corresponds to industry-leading practices while allowing for evolution with changes in technology. Using our Remote Monitoring & Management tools, we will optimize and manage your organization's servers and workstations to ensure security patching, health, and security. This system also allows for effortless maintenance of your servers with minimal disruption to your end users. Our server maintenance plans include support for:

- Virtualization Servers (VMware, XenServer, or Hyper-V, Scale Computing)
- SAN/NAS Storage
- Domain Services (Public and Private)
- Commodity Services (File, DHCP, DNS, Active Directory)
- Web Services (Registrations, SSL, hosting status)
- Backup Configuration Verification and Testing
- Configuration and Documentation Management
- Antivirus Management
- Antispam Management
- Log Review

REAL-TIME SERVER MONITORING

Resultant will monitor your server environment. Our monitoring package includes monitoring for the following key performance indicators:

- Server uptime
- Server drive space
- CPU utilization
- Memory utilization
- Failed login attempt



PROACTIVE NETWORK MAINTENANCE

To ensure the functionality, reliability, and security of your network devices, Resultant has developed a maintenance process to optimize and manage your organization's network devices. Using automated and manual procedures, with minimal disruption to your end users, our network maintenance includes:

- Quarterly firmware upgrades to firewalls, switches, and wireless devices when applicable
- Quarterly configuration review of firewalls and switches
- Version and backup control of configurations

REAL-TIME NETWORK MONITORING

Resultant will deploy an advanced Network Monitoring tool to proactively monitor important network events with both pre-configured and customizable alerting. Our base monitoring package includes monitoring for the following key performance indicators:

- IP address change alerts and logging
- Network device password change alerts and logging
- Network utilization, CPU/Memory utilization on firewalls
- Management access monitoring
- VPN monitoring
- ISP Connection monitoring

LINE-OF-BUSINESS APPLICATION SUPPORT AND VENDOR MANAGEMENT

Resultant will support your application suite and assist in managing the application vendors on your behalf. We require maintaining an active support agreement for all your line-of-business applications so that vendor support can be utilized as needed for more advanced troubleshooting. Our services include:

- Resultant will serve as the helpdesk for all IT application supported as part of this contract.
- Resultant will attempt first call resolution of issues submitted to the helpdesk and escalate to the application vendor as appropriate.
- Resultant will coordinate any actions required to resolve the application between the vendor and affected end user or leadership within your organization as appropriate.
- Resultant will create Knowledge Base articles for common errors within your application as they are submitted to the helpdesk.

Resultant will provide vendor management for other IT service, Audio/Visual, or Low Voltage cabling providers. This includes:

- Coordination and guidance between the vendors and your organization when issues are submitted to the helpdesk.
- Resultant will serve as the helpdesk for all IT service, Audio/Visual, or Low Voltage cabling issues.
- Resultant will attempt first call resolution of issues submitted to the helpdesk and escalate to other providers as appropriate.
- Project and/or program management actions with vendors during execution of services.

DAILY BACKUP CHECKS

Our team will work with your organization to determine the desired backup thresholds such as retention periods, frequency, and level of backup, of your systems to promote the confidentiality, integrity, and availability of your IT



environment. Resultant will ensure the configuration of your backup systems aligns to your desired thresholds and continue to review these configurations as part of our proactive client maintenance.

Once configured, the Resultant team will monitor the status of backups conducted in your environment daily, to ensure that your data continues to be safe and secure. Our Backup Monitoring system will be configured to generate notifications for all backup status including success, fail, or partial success. Any status that does not fully succeed will generate an automated ticket within our monitoring systems, at which time the Resultant team will investigate and remediate the causes of these failures.

SYSTEM PATCHING

Using our Remote Monitoring and Management systems, Resultant will ensure that all Microsoft based computers receive Operating System and third-party applications patches, including, but not limited to Microsoft Office, Adobe, Java, Chrome, Firefox, and Zoom. Our systems will ensure that servers are patched to the latest supported version each month, and workstations receive patches as soon as possible. Our team will coordinate to create version exceptions needed to facilitate operations of legacy applications or systems. Our team will coordinate to arrange scheduled down-time to facilitate server patching and rebooting as necessary, minimizing impacts to your end users. Our workstations patching allows users to determine when to reboot their workstation if required by a patch and will prompt them as needed.

WORKSTATION DEPLOYMENT

Resultant will work with your organization to define standard workstation specifications to be used in your organization. Upon request, Resultant will procure, configure, and deploy new workstations to end users. All procured workstations will include warranty and support for hardware faults. Resultant will coordinate with your organization should your organization desire purchases to be made from a specific re-seller or supplier. Once the workstation is received at the shipping location, our team will configure, through automated or manual methods, the workstation for operation, including the installation of applications, inclusion into our monitoring and management systems, and initial configuration of user specific settings. Our team will then, through shipping or hand delivery, deploy the workstation to the end user. As part of this delivery, Resultant will ensure the user is able to log on onto the new device, verify all requested applications have been installed and working, and that any data transfers needed from other sources has been completed.

Client Support

Resultant will proactively inform you about potential issues within specific areas of the IT environment. This will include analysis, tracking, and corrective action for functionality issues such as error logs, disk spaces, and battery backup reliability. However, when issues arise or end users have needs to be addressed, Resultant will provide managed services clients with a consistent and efficient means of support through the Resultant Helpdesk.

HELPDESK

The Helpdesk center is available to route your day-to-day support issues and requests. To optimize our efficiency in resolving issues, Resultant will first attempt resolution through remote assistance. Upon review of the issue, a technician will be dispatched if onsite resolution is more efficient than remote resolution. For clients where travel would exceed eight (8) hours, Resultant will coordinate the most efficient method, such as remote hands and shipping of equipment with your organization.



METHODS TO CREATE A HELPDESK TICKET

Resultant's goal is to react in a timely manner to all issues and communicate effectively (both internally and externally) throughout the duration of the event. You and your users can initiate a request by calling or emailing our Helpdesk line, discussing an issue with us while onsite, or through portal access to the ticketing system. Issues are documented and tracked in our Ticketing System. Updates can be reviewed at your convenience within your portal account and your users will receive emailed status updates at appropriate junctures throughout the life of the ticket. Our technicians will also communicate and follow up directly with clients as applicable to the situation. Our Helpdesk is available for contact 24x7, regardless of the initiation method.

In the event of an issue, we log the event in our Ticketing System and begin the resolution process. Communication to appropriate contacts can be set to generate status updates automatically when the ticket is updated, escalated, or reassigned. Direct communication is utilized as appropriate to the situation and according to your designated contacts. Documentation of the issue, actions taken, and resolution are recorded in the ticket through the life of the event and serves as the event report; additional reports can be developed and provided if needed. Clients are notified in all cases at the time of resolution/ticket closure. Resultant will constantly evaluate the appropriate levels and frequency of communication in conjunction with you, adjusting as necessary at any time.

The Helpdesk may be reached by phone, email, or through the dashboard. The Helpdesk email address is constantly monitored. The following resources are provided to contact the Resultant Helpdesk and work through a specific issue:

ITEM	DESCRIPTION	CONTACT POINT
Ticketing System	All service issues are put into the ticketing system as a way of tracking and communicating progress as well as for documentation purposes.	Portal access and training to be set up within first month of service.
	Resultant asks that you submit a ticket for service requests to ensure that your issue is queued and handled efficiently.	
Email	The Helpdesk email address is routed to all consultants and is constantly monitored. If you are unable to submit a ticket through the portal, the email option is an excellent alternative.	help@resultant.com
Phone	Your company will be assigned a direct-dial Helpdesk phone number. The direct-dial phone number will directly connect you to your service team. The line is manned 8 a.m. to 5 p.m. EST, Monday thru Friday by members of your Resultant Team. After hours, Resultant utilizes a domestic call answering service to route priority issues directly to your service teams on-call rotation.	Assigned upon acceptance.



HELPDESK SERVICE LEVEL AGREEMENT

Helpdesk tickets, whether created automatically by our monitoring systems or through submittal as described in the previous section, will be classified within one of four levels of priority. While Resultant strives to provide clients with the highest level of availability and to respond to all issues as soon as possible, we will prioritize our response based upon the classification of tickets by their assigned Severity and Impact as described below:

PRIORITY MATRIX		Impact		
		High (Whole Organization)	Medium (Department, site, service, or > 1 user)	Low (1 User)
Severity	Urgent	P1 – Critical	P2 – High	P3 – Normal
	Normal	P2 – High	P3 – Normal	P3 – Normal
	Low	P4 – Low	P4 – Low	P4 – Low

SEVERITY LEVEL	DEFINITION
Urgent	Loss of business continuity that directly impacts the financial security or stability of the company, with no functional workaround.
Normal	Impact to a core service that supports business operations but there is a functional workaround.
Low	Request or minimal-to-no loss of business operations.

IMPACT LEVEL	DEFINITION
High	Issue is affecting the entire organization.
Medium	Issue is affecting a department, site, service, or more than one user.
Low	Issue is affecting a sole user at the client.

Priority Definitions

Resultant's response to submitted or generated tickets is comprised of three parts. Each of these parts represents specific actions that Resultant Technician's will take to resolve the service issue.



- **Review:** Within the specified below time frames after ticket submittal or automatic generation, Resultant will review the provided information, assign a Resultant team member to work on resolving the issue, and notify the ticket originator of upcoming actions.
- **In Progress:** Within the specified below time frames after ticket submittal or automatic generation, a Resultant team member will begin actions to resolve issue, coordinating with appropriate personnel as necessary.
- **Resolve:** Within the specified below time frames after ticket submittal or automatic generation, Resultant will have resolved the issue that precipitated the creation of a ticket.

The below chart outlines the maximum allowed times for each Priority of ticket that Resultant adheres to:

LEVEL	REVIEW	IN PROGRESS	RESOLVE
P1 - Critical	30 minutes	2 hours	TBD
P2 - High	1 hour	3 hours	8 hours
P3 - Normal	2 hours	6 hours	14 hours
P4 - Low	4 hours	12 hours	24 hours

Note: All times for P3 and lower are resolved within normal business hours of 8:00 a.m. to 5:00 p.m. EST.

ESCALATION PROCESS

Resultant utilizes the Ticketing System to capture, manage, resolve, and document all IT issues. Tickets are created via the Helpdesk contact procedure (see the following section) for issues that are discovered through alerts, maintenance, or monitoring activities.

All activity is clearly documented throughout the ticket resolution process. This procedure provides a historical record of customer issues and aids the Resultant team to implement proactive infrastructure and IT environment improvements for issues that may be recurring.

Resultant takes a collaborative approach to the resolution of customer IT issues. As appropriate, the customer service team will escalate issues and involve company leadership in selecting the appropriate mitigating actions and reporting on successful closure. The team also participates in conferences calls, either suggested by Resultant or arranged by you, to provide strategic or tactical advice.

COMMUNICATION CHANNELS

To streamline communication, eliminate confusion, and foster end user organization, we will assign a Resultant Team member to serve as the primary point of contact (POC) from Resultant, in addition to the Helpdesk (described above). You will select primary and secondary POCs from within your organization to work directly with your Resultant POC and serve as the representatives for the engagement. This efficient and simple access allows for quick client onboarding without requiring formalized training programs.

Resultant also uses a professional service automation tool to service client accounts. This system offers a customer portal for processing and visibility of records such as ticket submissions, invoices, agreements, and configuration documentation of your environment. Managed services clients have access to this portal to achieve



transparency into Resultant's management of your services. Our system also provides efficient access for service requests and is monitored by your Resultant team to provide timely delivery of service and to guard against any future risk exposure.

Strategy and Guidance

CLIENT BUSINESS REVIEWS

Your Resultant account manager will meet with you and your staff on a quarterly basis for a technology and business review. These meetings will include reviewing any technology strategies in place, determining upcoming organizational needs, reviewing previous quarters support metrics, and planning for any upcoming projects. These reviews will provide necessary insights so our team can continue to add high value to your technology.

TECHNICAL CONSULTING

Your Resultant team will work closely with you throughout the year to suggest and implement software/hardware upgrades and quote any required equipment purchases. Resultant approaches hardware and software recommendations based on your need(s) while respecting existing hardware life cycle versus pushing specific vendors. Resultant works with vendors to quote, purchase, and ship hardware directly to you. While Resultant maintains a vendor-agnostic approach, Resultant maintains strong relationships with HP, Cisco, CDW, Microsoft, Fortinet, Barracuda, Trend Micro, and other vendors to ensure we have direct access to their engineers and pricing, when needed.



TIMELINE

This engagement shall begin on July 1, 2023 and continue for a period of 12 months (the "Term").



ROLES AND RESPONSIBILITIES

The Resultant team will leverage the following roles and responsibilities to execute services for this engagement. Upon acceptance, Resultant will assign your Team, and begin the onboarding process. Additional resources may be applied to the engagement as appropriate.

ROLE	RESPONSIBILITIES
Executive Director	<ul style="list-style-type: none">• Advises on escalated issues
Engagement Manager	<ul style="list-style-type: none">• Advises on escalated issues• Provides guidance and oversight at key checkpoints throughout the engagement• Advises on strategic partnerships
Technology Manager	<ul style="list-style-type: none">• Oversees Helpdesk and technical execution of services throughout the engagement.• Advises on future technology needs as part of the Business Review process• Supervises the Technical Support Specialist, System Administrators, and NOC activities conducted to support this engagement.
Technical Support Specialist	<ul style="list-style-type: none">• Responds to Helpdesk tickets, executing first call resolution on majority of issues• Conducts on-site visits as needed to resolve issues as needed• Monitors Helpdesk board to ensure timely Review, Response, and Resolution of tickets
Systems Administrator	<ul style="list-style-type: none">• Oversees our maintenance programs of your systems and network devices• Provides escalation support to your Resultant Technical Support Specialist• Ensures the stability, reliability, and availability of your IT systems• Monitors all systems to ensure timely response to system generated tickets, system or network outages, or other issues as detected by our monitoring systems
NOC	<ul style="list-style-type: none">• Provides escalation support to Technical Support Specialist and System Administrators• Oversees the delivery of Security Awareness Training, Vulnerability Management, Managed Detection and Response, and Dark Web Monitoring• Collaborates with your Resultant Helpdesk for the monitoring & management of servers, systems, and network devices



FEES

For this managed services engagement, Resultant will invoice a recurring monthly fee of \$19343.04 for services, plus reasonably incurred out-of-pocket expenses (including mileage). Prior approval required by CSTB for out-of-pocket expenses.

SERVICES INCLUDED WITHIN THIS AGREEMENT	QUANTITY	TOTAL FEES
Managed Services		\$8,264.00 / mo
<ul style="list-style-type: none">Strategy and GuidanceWorkstation Patching and SupportCloud Services Maintenance\MonitoringBusiness Application Support and Vendor ManagementServer Maintenance\MonitoringFirewall & Router Maintenance\MonitoringSwitch Maintenance\MonitoringWireless Maintenance\MonitoringTechnology Maintenance PlanBackup Maintenance\Monitoring\TestingAntivirus ManagementManaged Printers	<ul style="list-style-type: none">Weekly450 WorkstationsM365, AzureSage, Atlas, Papercut, Employ Florida, Spam Titan12 Servers5 Devices20 Devices1 Controller, 10 APsMonthlyStoragePipe VEEAMTrend Micro15 Printers	
Managed Support		\$10,929.04 / mo
<ul style="list-style-type: none">Helpdesk SupportRemote Technical SupportEnd User Support	<ul style="list-style-type: none">219 Users	
IT Department Power User Accounts		\$150.00 / mo
<ul style="list-style-type: none">Professional Services Automation AccessRemote Monitoring & Management AccessRemote Access & Control Software AccessLive TrainingE-learning portal	<ul style="list-style-type: none">3 Users	
ON-GOING MONTHLY FEES TOTAL		\$19,343.04 / mo

As Needed Costs

ADDITIONAL SERVICES	QUANTITY	TOTAL FEES
Workstation Deployment	Per Workstation	\$337.50



IT Equipment Procurement

As Needed

Quoted Upon
Request

If support outside of this agreement is required, Resultant will work with you to develop a project solution scope of work. The scope of work and associated fee estimate will be approved by you before any project support work begins. Projects are defined as dedicated engineering time exceeding 10 hours or work that will significantly change the network or server infrastructure.

In the event of a material change in the scope or nature of your organization that results in a material additional burden or cost to Resultant for the provision of the Services, as related to those Services being rendered as of the such material change in your organization, but not more frequently than once a quarter, the Parties agree to negotiate in good faith a mutually agreeable and equitable adjustment in fees owed to Resultant for Support Services hereunder or to otherwise negotiate a Special Project Statement of Work.

Client acknowledges and agrees that for the duration of this contract, the total number of users in the client's organization on the first day of each successive contract period shall become the baseline for the number of users throughout that period. Total managed services fees in the contract period shall not drop below 75% of this baseline, regardless of any changes to the Scope of Services that may occur.

Examples of material changes to your organization that qualify include a change in the number of users or workstations or addition of server or network systems, or the under performance of a vendor selected by your organization to provide services that significantly impact Resultant's scope of work. The table below displays the cost of specific material changes within scope of this contract.

MATERIAL CHANGE	QUANTITY	MONTHLY FEES
User	Per User	\$29.66
Server	Per Server	\$80.08
Network Device	Per Device	\$45.75
Printer	Per Printer	\$8.44
Cloud Service or Business Application	Per Application	\$100.00
Workstation	Per Workstation	\$16.07
IT Department Power User Accounts	Per User	\$50.00



Products

To support this engagement, Resultant has selected the following products:

PRODUCTS	PURPOSE
ConnectWise Manage	— Professional Services Automation
ConnectWise Automate	— Remote Management & Monitoring
ConnectWise Control	— Remote Access & Control
Thycotic Secret Server	— Privileged Access Management
Auvik	— Network Monitoring
Backup Radar	— Backup Monitoring & Compliance
BrightGauge	— Reporting
Lifecycle Insights	— Business Review
Ninite Pro	— Third-Party Patching
Scalepad	— Asset & Warranty Management
ITGlue	— Knowledge Base Management
Saaslio	— SaaS Product Management

Resultant reserves the right at any time, in Resultant's sole discretion, to make enhancements to, replace, modify, discontinue, or to add to the Products listed above, including revisions to all specifications for the products, with or without notice. Some, but not all enhancements, will be provided at no additional charge. In the event of early termination of this contract, Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay agrees to pay the full term of products supporting this agreement.



ASSUMPTIONS

Resultant made the following assumptions in preparing this Agreement.

1. You will make one Executive Sponsor available for this Agreement. The Executive Sponsor will have the authority to make and approve final decisions as they pertain to the services offered as part of this engagement.
2. You will make two Technical Points of Contact (POCs) available for this Agreement. Technical POCs will have the authority to make and approve final decisions as they pertain to the managed services or managed support offered as part of this engagement.
3. You will provide any requested working papers and documentation requested by Resultant within a timely manner (typically 2-3 business days) to support the onboarding of this engagement.
4. Resultant expects that they will have access to all system documentation if available. Resultant expects that you will make a best effort to obtain any relevant documentation from vendors.
5. Resultant is not providing legal advice, legal opinion, or attestation of the state of security within your systems and environments. Any request for attestation of the state of security of your systems and environments is outside the scope of this Agreement.



RISKS

The following section describes the known and/or anticipated risks associated with the onboarding. During onboarding, your organization (in coordination with our onboarding team) will develop mitigation strategies for the following items:

1. Lack of existing documentation of critical systems or processes.
2. Finding of additional services that replaced services providers covered.
3. Your organization's systems that are unable to be managed by Resultant's systems.
4. Extended resolution times of issues until knowledge base creation has occurred.
5. Extended resolution times due to lack of access to specific systems to enact resolution steps.
6. Lost credentials to systems to be managed as part of this engagement.
7. Lack of Executive Sponsor, POC, or stakeholder engagement.

During this engagement, Resultant will meet with you during Client Business Reviews. As part of these reviews, Resultant and your Executive Sponsor will identify other potential risks and mitigations that could potentially impact execution of parts of this engagement.

During execution of this engagement, you may request changes to your environments that Resultant believes will create either a change to the security, stability, or overall health of the environment. Should these situations arise, Resultant will work with you to determine risks and mitigations of these actions.



AGREEMENT ACCEPTANCE

IN WITNESS WHEREOF, the Parties have agreed to the Terms and executed this Agreement.

**Tampa Bay Workforce Alliance, Inc. dba
CareerSource Tampa Bay**

John Flanagan (Jul 7, 2023 09:58 EDT)

07/07/2023

Date

Resultant

07/11/2023

Date

ADDENDUM - ASSURANCES AND CERTIFICATIONS

Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay

The “Assurances and Certifications” ensure the inclusion and acknowledgment of the required Federal and State contracting requirements that must be included in Contractor agreements.

This Addendum is part of the Agreement by and between Resultant LLC (Contractor) and CSTB each a party and collectively parties to the Agreement attached hereto.

In consideration of the mutual covenant and stipulations set forth in the Agreement and Addendum herein, the parties agree as follows:

1. Termination for Cause and Convenience [\[2 CFR 200\]](#)

- a. Either party may request termination upon 60 days prior written notice to the other party. Written notification of termination be by registered mail, return receipt requested.
- b. CSTB may unilaterally terminate or modify this modified agreement, if for any reason the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
- c. CSTB may unilaterally terminate this modified agreement at any time that it is determined that:
 - i. Contractor fails to provide any of the service it has contracted to provide; or
 - ii. Contractor fails to comply with the provisions of this modified agreement; or
 - iii. Such termination is in the best interest of the Board.

In the event this agreement is terminated for cause, Contractor shall be deemed to be in default and liable for damages sustained for any breach of this agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

2. Level 1 Background Screenings [\[Section 435.03, F.S.\]](#)

The Contractor agrees to obtain a Level 1 background screening as a condition of employment or contract award. Additionally, CSTB requires a Level 1 background screening for all individuals performing financial management activities. The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to contractor’s employees beginning work. The Level 1 background screening must be conducted at least every five years of consecutive employment, and upon re-employment in all circumstances.

3. E-Verify [\[Section 448.095, F.S.\]](#)

Employment Eligibility Requirement: E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. 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/>

In accordance with 448.095, F.S., the State of Florida expressly requires the following:

- i. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

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- ii. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.
- iii. If an entity does not have an E-Verify MOU in effect, 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.

4. Debarment and Suspension [\[2 CFR 200\]](#)

In accordance with Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.. The Contractor hereby represents and warrants that it has not been listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions can be accessed through the Internet, currently at <https://www.sam.gov>.

5. Discriminatory Vendor List [287.134 FS] [\[287.134, FS\]](#)

The Contractor/Subcontractor hereby represents and warrants that it has not been listed on the discriminatory vendor list as described in section 287.134, Florida Statutes. Discovery or proof of the contrary will result in immediate contract termination by CSTB.

6. Equal Employment Opportunity [\[2 CFR 200\]](#)

Equal Employment Opportunity Act: The contractor shall comply with Executive Order 11246, Equal Employment Opportunity Act, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

7. Contract Work Hours and Safety Standards Act [\[2 CFR 200\]](#)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases

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of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. Clean Air Act [\[2 CFR 200\]](#)

(42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued 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).

9. Byrd Anti-Lobbying Amendment [\[2 CFR 200\]](#)

(31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials [\[2 CFR 200\]](#)

2 CFR 200.323. Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

11. Prohibition on certain telecommunications and video surveillance services or equipment. [\[2 CFR 200.216\]](#)

Contractor agrees to comply with the provisions of 2 CFR Appendix II part 200 and 2 CFR part 200.216 and the requirements stated therein.

12. Statutory and National Policy Requirements [\[2 CFR 200.300\]](#)

The Contractor or Subrecipient, as applicable, must manage and administer the contract to ensure compliance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination pursuant to 2 CFR § 200.300, EO 13798 Promoting Free Speech and Religious Liberty and EO 13864 Improving Free Inquiry, Transparency, and Accountability at College and Universities.

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13. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board, its agents, employees, contractors, subcontractors or any other entity performing the services on behalf of the Board, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report>, or via fax at 1-800-914-0004.

14. Access to records.

The Contractor will comply with public records law (Chapter 119 Florida Statutes) and agrees to:

- Keep and maintain public records required by CSTB to perform the services.
- Upon request from CSTB, provide CSTB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to CSTB.
- Upon completion of the Agreement, transfer at no cost to CSTB, all public records in possession of CSTB or keep and maintain public records required by CSTB to perform the service. If Contractor transfers all public records to CSTB upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSTB, upon request from CSTB, in a format that is compatible with the information technology systems of CSTB.

At any time during normal business hours and as often as CSTB, the State of Florida, Department of Economic Opportunity, Comptroller General of the United States, or their designated representative may deem necessary, the Provider shall make available all such books, documents, papers, records (including computer records) which are directly pertinent to payments made by CSTB to the Provider under this agreement for examination, audit, or for the making of excerpts or copies of such records. This provision shall also include timely and reasonable access to the Provider's personnel for the purpose of interviews and discussions related to such documents.

15. Records retention

Contractor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if

ADDENDUM - ASSURANCES AND CERTIFICATIONS
Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay

any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

16. Severability

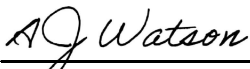
If any provision of this Addendum, whether in whole or in part, is held to be void or unenforceable by a Court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.

17. Modification

No modification of this Addendum will be effective unless it is in writing, signed and dated by both the Contractor and CSTB.

The terms of this Addendum may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

By signing below, Contractor hereby certifies and assures that it will fully comply with the provisions listed above.



Authorized Signer (Signature)

AJ Watson Vice President of Technology & MSP Solutions

Printed Name & Title

Resultant

Organization Name

7/6/2023

Date