



July 1, 2022

Big Bend Jobs & Education
Council, Inc. D/B/A CareerSource
Capital Region

Network Services Contract



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1.0 Overview of Services

Vast changes are taking place in technology. Our regional economy dictates that rapid access to information provides the competitive edge necessary to prosper. Organizations that best provide employees with the data necessary to make informed decisions will have a distinct advantage over others. Providing access to this data entails many challenges: determining hardware and software platforms, developing an implementation plan, assessing the technical skills required to implement and support the information systems and finding a single source to help meet these challenges.

The professionals at Inspired Technologies partner with you, our customer, to help you meet these challenges. We specialize in understanding your business needs and using technology to increase your organization's productivity. As an information systems solutions company, we provide the expertise necessary to assist you in achieving your business goals. We are committed to providing the highest quality solutions to meet your business needs.

Inspired Technologies first and foremost objective is to understand our customers' business needs to develop an innovative and effective solution. Our highly trained technical consultants assist in defining business requirements and processes to determine the best technological solution to achieve your business goals.

Inspired Technologies differentiates itself from other network service providers by offering enterprise solutions that go beyond standard WINTEL platforms. Our company's foundation was built on meeting our customers' needs with professional services and consulting rather than focusing on a product-centric solution.

2.0 Statement of Work

2.1 Network Administration

This contract would provide Network Administration services in the operation of the various areas of the BIG BEND JOBS & EDUCATION COUNCIL (also known as BBJEC) computer network, including all locations – Wakulla, Gadsden and Leon Counties. Also included will be a designated number of hours for remote or onsite work at the various locations to provide advice and guidance on everyday normal issues, “how-to” issues with maintenance, disaster recovery, virus protection, various upgrades, license renewals, budgeting, etc. This support would also include projects such as router upgrades, e-mail server upgrades, backup server upgrades, remote site network setups, and handling of connectivity issues, staff support for vacation/training times when regular staff is not available, software upgrades, firmware upgrades to existing hardware and technical advice on network related grants to include connectivity, hardware and site reviews if necessary.

This contract would also provide Phone / E-mail / Remote Access/ Onsite support to resolve emergency issues. Hours for this type of support are included in the designated hours of support in the contract.

This contract also includes any required meetings or other functions in which Network Administration staff would be needed. These include, but aren’t limited to, monthly management meetings, EFM conference calls, Quarterly MIS consortium meetings, and any other required meetings. (Any overage in hours because of meetings will be billed at the standard hourly rate of \$40 per hour.)

A. SUPPORTING REMOTE ACCESS

CSCR provides remote access to approved internal employees and short-term access for partners. This access is provided through a Cisco ASA security device. All internal systems for security are in place for remote access and are controlled at the user level.

B. SERVER SOFTWARE MAINTENANCE AND CONFIGURATION

In the CSCR network, all the client and lab systems are controlled by server software that requires daily maintenance and configuration. Normal domain procedures performed daily are network access, password resets, printing functionality, file security, and file sharing. Other important procedures include daily data backup to comply with CSCRs’ policies for data retention, email archiving (CSCR must abide by the State of Florida Sunshine Law and associated record retention requirements), virus protection, spam protection, malware protection, website monitoring and blocking.

C. CAREERSOURCE EXPRESS & CSCR HOSTED EVENTS

The provider will be responsible for supporting the CareerSource Express – a Ford 15 passenger van that has the capabilities of serving as a standalone remote location and providing the same services that a brick and mortar location offers customers. This van has 10 Dell laptops, printer, mobile hot spot and a Honda generator.

The provider will also be responsible for providing IT support and set up of IT equipment at all events coordinated by CSCR, including those held at CSCR locations and other physical locations in the three counties served.

D. SERVING AS A STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY SECURITY OFFICER

The provider will be responsible for serving as the security officer for the State of Florida systems that CSCR utilizes daily. These include EFM, OSMIS, OSST, and SUNTAX. This process includes getting user forms filled out by end users, documenting access to specific users, retaining forms on current users, setting up correct access for internal users, and removing access for ex-employees. These systems are hosted by DEO and the Security officers must undergo annual training and provide annual training to internal staff as needed. The provider will manage the process of ensuring staff complete security training upon hire and each subsequent year. The provider will be responsible to supplement security training used by CSCR to address local security concerns.

E. REPORTING RESPONSIBILITIES

The provider will be responsible for several levels of reporting to CSCR. These include, but are not limited to, internal website tracking and monitoring, email tracking and monitoring, phone system tracking and monitoring, monthly updates on all on-going projects, monthly updates on down-time both internally and statewide, purchasing, server performance logs and events, and monthly helpdesk tickets with trends. In addition, DEO performs a semi-annual review of their systems to determine if users have the appropriate training, sufficient documentation for access and to ensure that the list of users accurately reflects current staff's access levels. The provider will be responsible for completing this review and providing all needed documentation to the designated CSCR staff person or DEO directly.

F. TRAINING RESPONSIBILITIES

As a part of the provider's role as the security officer for DEO systems, the provider's staff must also complete security training upon hire and annually thereafter and provide required documentation to CSCR. Live training must also be provided with any new or existing software roll-out or State of Florida system upgrade or new application. Vendor will also train new staff on their first day of employment at CSCR regarding workstation and application functions, ensuring access to and understanding of systems used.

G. BACKUP MANAGEMENT

Aside from the daily backups, bi-annually a backup test must be conducted. This test requires a disaster recovery type situation be emulated and all-important data be restored to an acceptable point. These backups are documented and required to include all CSCR data including but not limited to, email, client data and lab data. See PART IV, Section D. Annually provider will review and update IT related policy and procedure and Emergency Preparedness and Continuity of Operations policies for CSCR staff.

H. PERFORMANCE MANAGEMENT

All service pack releases, updates, and server maintenance must be done during non-working hours as stated in PART III. Advanced notice of at least 24 hours will be provided to all employees for any maintenance affecting availability except in the event of an emergency, in which case notice should be as soon as practical.

I. SECURITY MANAGEMENT

The provider will be responsible for managing and maintaining firewall security along with intrusion detection, content filtering, antivirus protection, patch management, and other vulnerability mitigation tasks.

J. ASSET MANAGEMENT

Existing equipment is currently an asset of CSCR. The provider must be able to account for all inventoried equipment and asset numbers if equipment is replaced or sent for repair.

K. IT VENDOR MAINTENANCE

Provider will need to maintain and coordinate all IT related services with vendors. This includes all hardware vendors, all software vendors, all communication vendors and any other system related to IT support.

L. USER RECORD MAINTENANCE

The provider will maintain accurate and timely records that document employee activation and deactivation dates from the network and the State of Florida systems to which the employee accessed. The compiled information will be used to demonstrate the organization's internal control systems in place when monitored by internal or external entities. Note, the records should be up-to-date and immediately available upon request.

Develop & maintain of a Continuity of Operations Plan with ongoing risk assessment.

2.2 Help Desk Services

This contract would provide Help Desk support services in the operation of the various areas of the BIG BEND JOBS & EDUCATION COUNCIL (also known as BBJEC) computer network, including all locations – Wakulla, Gadsden and Leon Counties. Also included will be a designated number of hours for onsite work at the various locations to provide advice and guidance on everyday normal issues, “how-to” issues with maintenance, disaster recovery, virus protection, various upgrades, license renewals, budgeting, etc. This support includes fielding all Help-Desk calls from the BBJEC users, everyday pc/monitor/printer/etc issues that arise in all 3 locations.

This contract would also provide Phone / E-mail / Remote Access/ Onsite support to resolve emergency issues. Hours for this type of support are included in the designated hours of support in the contract.

This contract also includes any meetings or other functions in which Network Help Desk staff would be needed.

2.3 Phone System Services

This contract would provide phone system services in the operation of the various areas of the BIG BEND JOBS & EDUCATION COUNCIL (also known as BBJEC) computer network, including all locations – Wakulla, Gadsden and Leon Counties. Also included will be a designated number of hours for onsite work at the various locations to provide any MAC requests – moves/adds/changes. This support includes fielding all Help-Desk calls from the BBJEC users, everyday phone/communication issues that arise in all 3 locations.

This contract would also provide Phone / E-mail / Remote Access/ Onsite support to resolve emergency issues. Hours for this type of support are included in the designated hours of support in the contract.

This contract also includes any meetings or other functions in which Network Administration staff would be needed.

Additionally, this contract would include developing customized reports as needed that afford BBJEC leadership to make decisions regarding its operation.

2.4 Break Down of Support Hours

Inspired Technologies will provide BBJEC on-site employees as needed for support each week. These employees will complete daily tasks and maintenance, such as Help Desk support and performance management. These employees will also be involved in project management and planning, upgrades, security monitoring, reporting, website maintenance, asset management, staff meetings and any other requested support by administrative staff of BBJEC. ***Inspired Technologies will also guarantee at least a 1 hour response time for any emergency issues.***

Inspired Technologies will provide each and every Network Consultant that enters BBJEC locations with every tool needed to perform any support tasks for the BBJEC Network. This includes laptops, telecommunication equipment, cell phones, basic cables & connectors, and any other standard tool. The monthly Network Consulting fee also includes all travel costs associated with support of the BBJEC Network.

Inspired Technologies will also be available for scheduled system after hour's maintenance (to avoid downtime during the business' office hours). They must also be available for employee issues when traveling, working from home, or any other remote user access. This time must be included in the contract price. There will not be any extra charge for any afterhours support, weekend support and special events; it should be included in the proposed rate.

2.5 Systems Covered by this Contract

Inspired Technologies will support all BBJEC's current computer systems. This includes all computer systems that BBJEC accesses both locally and remotely. This support would include updates, service packs, and any upgrades. These include E-mail, Virus protection, Backups, E-mail content filtering, Web content filtering, Computer Inventory (completed annually by July), and all Lab software locally. Remotely, these systems include any State of Florida systems that are accessed by internal users (i.e. EFM, FLORIDA, ODDS, OSMIS, OSST, SUNTAX, etc.). Inspired Technologies is only responsible for connecting BBJEC user to these systems. Any problems within these systems will be the responsibility of the vendor.

2.6 Equipment Covered by this Contract

Inspired Technologies will support all BBJEC's current computer equipment. This includes all workstations, servers, printers, routers, switches, and any other network device that is currently in use at any of the BBJEC locations. Inspired Technologies is responsible for labor only.

2.7 Penalties for Downtime

Inspired Technologies will provide BBJEC all the above services in a prompt fashion. If Inspired Technologies fails to respond to an issue deemed "Mission Critical" by BBJEC administration the following penalties by be levied.

- 8 hour downtime – 5% monthly contract rate
- 12 hour downtime – 10% monthly contract rate
- 24 hour downtime – 25% monthly contract rate

These penalties will not apply if the issue is hardware or third party vendor related.

2.8 Summary

In summary, Inspired Technologies would serve as a fully functional on-site Network Service Staff, fulfilling all duties that fall under Network Administration staff and any new duties that BIG BEND JOBS & EDUCATION COUNCIL sees fit.

Contract is for labor only. Any equipment/software purchases will be quoted and paid for separately. All equipment and software purchases are to be at the discretion of customer. Any support of equipment purchased while under this contract that Inspired Technologies is responsible for, will be negotiated prior to the time of purchase and/or installation.

Failure to perform in the areas identified in the above statement of work will be reason for termination for cause and for convenience.

The term of the contract is from July 1st, 2022 through June 30th, 2023. At the end of the initial term, and each anniversary of the initial term, the agreement will automatically renew for a successive twelve (12) month period.

3.0 Summary Totals

Section	Phase / Product	Notes	Hours/Week	Monthly Price
2.1	Network Administration	Network Administration issues will be handled by Inspired Technologies Consultant either remotely or on-site.	Fixed Fee/Inclusive	
2.2	Help Desk Services	Help Desk Services will be handled by Inspired Technologies Consultant either remotely or on-site.	Fixed Fee/Inclusive	
2.3	Phone System Services	Phone system services will be handled by Inspired Technologies Consultant either remotely or on-site.	Fixed Fee/Inclusive	
			Total	\$9,950.00 \$9,950.00

- **Contract will be considered “all inclusive” in accordance with statement of work. Any projects that can be foreseen to exceed the hourly allotted time would be approved in an amended scope of work agreement.**

4.0 Appendices

Appendix A. BIG BEND JOBS & EDUCATION COUNCIL Responsibilities

The responsibilities listed in this section are to be provided at no charge to Inspired Technologies. Inspired Technologies ability to fulfill commitments made under this agreement is predicated upon the following responsibilities being fulfilled by The BIG BEND JOBS & EDUCATION COUNCIL or a designated resource.

- Provide Inspired Technologies with all contacts and relative information to the current and future computer network systems and infrastructure.
- Provide network connections for all new devices.
- Provide copies of all applications to be installed.
- Free access to servers, workstations and other related equipment.
- If there is a lapse in the availability of products, installation may be delayed, postponed or terminated.

Appendix B. Standard Integration Project Terms and Conditions

This agreement by and between Inspired Technologies and BIG BEND JOBS & EDUCATION COUNCIL sets forth the terms and conditions under which Inspired Technologies shall provide certain professional services.

1. Scope of Services - All services to be provided hereunder shall be as authorized and defined in the attached Statement of Work, which shall be executed by the parties and which shall constitute a part of these Terms and Conditions. The Statement of Work and this appendix shall be construed as being consistent; however, in the event such construction is unreasonable, the provisions of the Statement of Work shall control.

2. Payment - The applicable rates, charges, and invoicing information for each task authorized shall be as specified in the attached Statement of Work. Any and all travel charges and out of pocket expenses incurred by Inspired Technologies or BIG BEND JOBS & EDUCATION COUNCIL and any taxes applicable to this agreement shall be borne by BIG BEND JOBS & EDUCATION COUNCIL.

3. Confidentiality of Data - Both parties acknowledge that in connection with the performance of its duties hereunder it may be provided with or have access to written information and data which is proprietary to the other and which is so marked as proprietary. Both parties agree to keep confidential all such information and data and shall not disclose same either in whole or in part to any third party without the other's written consent.

Both parties agree that without the other's prior written consent, it will not copy or reproduce any information or data or sell, assign, disclose, disseminate, give or transfer any such information or data or any portion thereof to any third party at any time whether before or after termination of this agreement.

Both parties further agree that upon termination of this agreement or completion of any task assigned hereunder, it will return all applicable information, data, related notes, and work papers belonging to the other.

4. Inspired Technologies Representations

A. Inspired Technologies represents that it shall at times exert its best efforts to diligently perform its assigned duties under this agreement.

B. Inspired Technologies warrants that all services under this Agreement shall be performed in a professional and workmanlike manner.

C. Inspired Technologies further represents that all programs, documentation, reports, design or other items prepared by Inspired Technologies (termed "Developed Items") under this agreement shall be the property of Inspired Technologies and the original work product of Inspired Technologies, and Inspired Technologies shall defend and hold BIG BEND JOBS & EDUCATION COUNCIL harmless from and against any claim brought against BIG BEND JOBS & EDUCATION COUNCIL, that any Developed Items infringe a United States patent or Copyright, or the trade secret or other proprietary right of a third party. The parties agree that Developed Items do not constitute "work made for hire" as that term is defined under Section 101 of the Copyright Act.

D. Except as provided above, Inspired Technologies MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Terms and Termination

This agreement may be terminated in the following manner:

A. Each phase of this agreement as outlined in the attached Statement of Work shall terminate upon completion and signed acknowledgment of Acceptance of each phase.

B. Each party may terminate this agreement prior to the commencement of any work outlined in the Statement of Work.

C. By either party upon the default of the other party to perform its responsibilities hereunder, providing that written notice of such default has been given, and providing that such default has not been corrected within the thirty (30) days following receipt of such notice.

D. By mutual consent of the parties.

6. Limitation of Liability - Inspired Technologies liability under this agreement for and all damages, whether direct or indirect, including consequential, shall be limited to the charges paid or to be paid to Inspired Technologies under this agreement by BIG BEND JOBS & EDUCATION COUNCIL for the services which gave rise to such damages.

7. Independent Contractor - It is specifically agreed by the parties that the relationship of Inspired Technologies to BIG BEND JOBS & EDUCATION COUNCIL is that of an independent Contractor, and Inspired Technologies shall not be entitled to any of the employee benefits provided by BIG BEND JOBS & EDUCATION COUNCIL to its employees.

8. Non-solicitation of Employees - During the period this agreement is in effect, and for a period of six (6) months after, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment.

9. Non-assignability - This agreement may not be assigned without the prior written consent of the other party.

10. Notices - Any notice required or permitted given hereunder shall be either 1) delivered personally or 2) sent by prepaid certified mail, return receipt requested, and shall not be deemed to have been given until received by the other party. Each party shall specify the address and addressee for receipt of such notices prior to the commencement of this agreement.

11. Force Majeure - Neither party shall be responsible for delays nor failure in performance resulting from acts beyond its control. Such acts shall include but not limited to Acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations, fire, earthquakes or other disasters.

12. Customer Responsibilities

A. BIG BEND JOBS & EDUCATION COUNCIL must provide appropriate access to the work areas and facilities, consistent with their security procedures, required to effect completion of work tasks. BIG BEND JOBS & EDUCATION COUNCIL is responsible for removing obstacles and impediments, such as furniture, machinery, or other items which impede access to the work area.

B. BIG BEND JOBS & EDUCATION COUNCIL must reasonably insure that Inspired Technologies employees are provided with a safe and secure work environment free of hazards, with adequate heat, lighting, and air conditioning unless otherwise specified in the Statement of Work.

C. If necessary for the completion of Inspired Technologies responsibilities under this agreement, BIG BEND JOBS & EDUCATION COUNCIL must supply adequate spare for the receipt, storage and/or configuration of equipment.

D. Unless otherwise noted in the Statement of Work, BIG BEND JOBS & EDUCATION COUNCIL must supply the labor required to move new or existing equipment included in this agreement.

E. BIG BEND JOBS & EDUCATION COUNCIL must provide prompt access to duly authorized BIG BEND JOBS & EDUCATION COUNCIL personnel for the purpose of obtaining approvals and additional information required to effect completion of work.

F. BIG BEND JOBS & EDUCATION COUNCIL is responsible for securing any appropriate authorization permits associated with the performance of work.

G. BIG BEND JOBS & EDUCATION COUNCIL must provide all necessary architectural and wiring diagrams, specifications, and other information required for completion of the work tasks. In the event that additional information is required, BIG BEND JOBS & EDUCATION COUNCIL must supply such information in a timely manner.

13. Standard Work Hours - Unless otherwise noted in the Statement of Work, the standard work hours for Inspired Technologies personnel are 9:00am to 5:00pm local time.

Appendix C. Contract Provisions & Assurances

The CONTRACTOR understands that the BOARD (CareerSource Capital Region) has the right to terminate the Contract by written notification when an extenuating circumstance arises, for example when the work is no longer required, if there is a breach of contract, fraud or breach of security. It is understood that the CONTRACTOR will be compensated for work already completed or in the process according to accurate, appropriately submitted documents.

Clean Air Act (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).

Inspired Technologies will immediately notify CSCR of any breach of security, as defined by section 501.171, Florida Statutes, occurring in any operation under its control.

The CONTRACTOR assures that is in accordance with section 287.135 Florida Statutes and is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemptions as provided in Section 287.135(4), Florida Statutes. These lists are pursuant to sections 215.4725 and 215.473, Florida Statutes.

The CONTRACTOR agrees to abide by Federal and State rules/regulations pertaining to compliance with all mandatory standards and policies relating to the following:

- Rights to Inventions Made Under a Contractor Agreement
- Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962)

The CONTRACTOR certifies that they are a Drug- and Smoke Free Workplace. As required by the Drug-Free Workplace Act of 1988, the respondent represents as part of its offer that it will or will continue to provide a drug-free workplace.

Compliance with Title VI and VII of the Civil Rights Acts of 1964, as amended, and WIOA Regulations, as amended, Regarding participation and Benefits

The ONTRACTOR agrees to comply with Title VI and VII of the Civil Rights Act of 1964 (P.O. 88-352) and with 29 CFR, part 37, the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, and further agrees that no person in the United States shall on the ground of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract.

I. Civil Rights Certification

The CONTRACTOR gives this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance.

The CONTRACTOR assures that it will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 188 of the Workforce Innovation and Opportunity Act, as amended, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship or participation in WIOA.
- C. The Nontraditional Employment for Women Act of 1991, as amended, public law 102-235, which prohibits discrimination on the basis of sex-stereotyping in occupations traditional for the other sex.
- D. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, and the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- E. Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities.
- F. The Age Discrimination Act of 1972, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities.
- G. 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 in programs and activities.
- H. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

II. Equal Employment Opportunity

The CONTRACTOR will not discriminate against any employee including participants and beneficiaries for employment and training activities because of race, color, age, sex, religion, disability, political affiliation or national origin. The Sub-Recipient/Contractor will ensure that applicant and program beneficiaries are treated equally and fairly without regard to race, color, age, sex, religion, disability, political affiliation or national origin. Such action shall include, but not be limited to the following: upgrading, employment demotion, and transfer, recruitment and advertising, layoff and termination, rates of pay and other forms of compensation, and selection for training.

III. Transparency Act Requirements

The CONTRACTOR must ensure that they have the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. Law 109-282, as amended by section 6202 of Pub. Law 110-252) (Transparency Act), as follows:

IV. Theft or Embezzlement

The CONTRACTOR shall be liable for prosecution under the criminal provision of the 18 U.S.C. 665 for theft or embezzlement.

V. Health and Safety

The CONTRACTOR for the duration of the Contract shall maintain appropriate standards for health and safety in work and training situations. Health and safety standards, including Child Labor Laws, established under State and Federal law, otherwise applicable to working conditions of participants. The Sub-Recipient/Contractor assures that appropriate standards for health and safety in work and training situations will be maintained. Where participants or employees covered under this Contract are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety. Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

VI. Further Assurance

The CONTRACTOR assures that it, and its contractors, will comply with all applicable accreditation, business licensing, taxation and insurance requirements of State or Federal statute or law.

VII. Compliance with Acts relating to Work And Safety

The CONTRACTOR shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act 940 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction agreements.

VIII. Safeguarding Data Including Personally Identifiable Information (PII)

The must recognize that confidentiality of PII and other sensitive data is of paramount importance and must be observed except where disclosure is allowed by the prior written approval of CSCR or by court order. All data exchanges conducted through or during the course of performance of this contract will be conducted in a manner consistent with applicable Federal law and TEGL NO. 39-11 (issued June 28, 2012). All such activity conducted by ETA and/or Sub-Recipient/Contractor/s will be performed in a manner consistent with applicable state and Federal laws.

The CONTRACTOR agrees to take all necessary steps to protect such confidentiality by complying with the following provisions that are applicable in governing their handling of confidential information: To ensure that such PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via e-mail or stored on CDs, DVDs, thumb drives, etc., must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant and National Institute of Standards and Technology (NIST) validated cryptographic module. The Sub-Recipient/Contractor must not e-mail unencrypted sensitive PII to any entity, including ETA or Sub-Recipient/Contractors.

- A. The CONTRACTOR must take the steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from unauthorized disclosure. The proposer must maintain such PII in accordance with

the ETA standards for information security described in this TEGL and any updates to such standards provided to the proposer by ETA. The proposer who wish to obtain more information on data security should contact their Federal Project Officer.

- B. The CONTRACTOR shall ensure that any PII used during the performance of their grant has been obtained in conformity with applicable Federal and state laws governing the confidentiality of information.
- C. The CONTRACTOR further acknowledge that all PII data obtained through their ETA grant shall be stored in an area that is physically safe from access by unauthorized persons at all times and the data will be processed using proposer issued equipment, managed information technology (IT) services, and designated locations approved by ETA. Accessing, processing, and storing of ETA grant PII data on personally owned equipment, at off-site locations e.g., employee's home, and non-proposer managed IT services, e.g., Yahoo mail, is strictly prohibited unless approved by ETA.
- D. CONTRACTOR's employees and other personnel who will have access to sensitive/confidential/proprietary/private data must be advised of the confidential nature of the information, the safeguards required to protect the information, and that there are civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal and state laws.
- E. Access to any PII created by the ETA grant must be restricted to only those employees of the grant recipient who need it in their official capacity to perform duties in connection with the scope of work in the grant agreement.
- F. All PII data must be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal or any other means. Data may be downloaded to, or maintained on, mobile or portable devices only if the data are encrypted using NIST validated software products based on FIPS 140-2 encryption. In addition, wage data may only be accessed from secure locations.

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

Contracts exceeding \$100,000 shall 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, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier up to the recipient.

This bid solicitation is 100% supported by the U.S. Departments of Labor, Health and Human Services, and Agriculture as part of awards totaling \$6,661,652.

5.0 Signature Document

The following individuals have read this "Statement of Work" and understand the deliverables, services and responsibilities detailed within this document. The BIG BEND JOBS & EDUCATION COUNCIL signature constitutes acceptance of the professional services detailed within this document and authorizes commencement of the project.

Inspired Technologies requires one week from the signature of this Statement of Work to schedule resources and commence the project.

Approvals:

This document has been read and approved by the following individuals responsible for its execution.

FOR AND ON BEHALF OF
BIG BEND JOBS & EDUCATION
COUNCIL, INC. D/B/A
CAREERSOURCE CAPITAL REGION

FOR AND ON BEHALF OF
INSPIRED TECHNOLOGIES

Signature:



Name: James H. McShane III

Title: CEO

Date: 7-3-2022

Signature:



Name: Nicholas Routa

Title: CTO

Date: 7/11/2022