

**SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.**  
**dba CAREERSOURCE SOUTHWEST FLORIDA**

**SUBRECIPIENT AGREEMENT**

**Title 2 – Subtitle A – Chapter II – Part 200 – Subpart D - § 200.381: Requirements for pass-through entities.**

(a) The following sub-award information is provided by Southwest Florida Workforce Development Board, Inc. (SFWDB) dba CareerSource Southwest Florida (CSSWF), the Pass-Through Entity, to TPMA, LLC, the Sub-Recipient. If/when any of these data elements changes, the change(s) will (also) be included in any subsequent sub-award modification(s).

(1) Federal Award Identification.

• Sub-Recipient name (which must match the name associated with its unique entity identifier)	TPMA, LLC
• Sub-Recipient's unique entity identifier	DUNS # 965006893      FEI# 30-0025201
• Federal Award Identification Number (FAIN)	To be determined
• Federal Award Date	July 1, 2025
• Sub-Award Period of Performance: start/end dates	July 1, 2025 - June 30, 2026
• Amount of Federal funds obligated by this action	\$50,000.00
• Total amount of Federal funds obligated to the Sub-Recipient	\$50,000.00
• Federal award project description	One-Stop Operator
• Name of Federal awarding agency	<u>Federal awarding agency:</u> For Workforce Innovation and Opportunity Act (WIOA)/Wagner-Peyser (W-P): U. S. Department of Labor through State of Florida, FloridaCommerce (FC). For Temporary Assistance for Needy Families (TANF): U. S. Department of Health and Human Services through FC. For Supplemental Nutrition Assistance Program (SNAP): U.S. Department of Agriculture through FC.
• Pass-through entity, and	<u>Pass Through Entity:</u> Southwest Florida Workforce Development Board, Inc. dba CareerSource Southwest Florida
• Contact information for awarding official	<u>Contact information:</u> Mary Anne Zurn, Planning & Grants Director, mzurn@careersourcesouthwestflorida.com
• Assistance Listings Numbers and Program Titles	17.258 - WIOA Adult, 17.278 - WIOA Dislocated Worker (DW), 17.259 - WIOA Youth, 17.207 - W-P, 10.561 - SNAP, 93.558 - TANF.
• Is this sub-award for R&D?	No
• Indirect cost rate for the Federal award	N/A

THIS SUBRECIPIENT AGREEMENT is entered into between the **Southwest Florida Workforce Development Board, Inc., dba CareerSource Southwest Florida**, Local Workforce Development Board (LWDB) 24, hereinafter referred to as the "Board", with administrative offices located at 6800 Shoppes at Plantation Drive, Suite 170, Fort Myers, FL 33912 and **Thomas P. Miller and Associates, LLC (TPMA, LLC)**, with administrative offices located at Emerging Manufacturing Collaboration Center (EMC2), 1250 Indiana Avenue, ATTN: TPMA, Indianapolis, IN 46202, hereinafter referred to as the "Contractor", for the purpose of providing One-Stop Operator services within the guidelines of the WIOA, and subsequent amendments. The Board agrees to pay for contracted services according to the Agreement of Payment, for an amount not to exceed 50,000 dollars and no cents (\$0), subject to the availability of funds. The Contractor certifies that the cost data submitted to the Board in support of this contract is accurate, complete and current as of the date of execution. "Per the Request for Proposals (RFP), the term of the contract was one (1) year, from July 1, 2024 through June 30, 2025, with three (3) one-year renewal options at the discretion of SFWDB. This contract is for a one-year renewal. The term of this contract shall begin on July 1, 2025 and end on June 30, 2026." This contract, which incorporates Attachment 1 - General Provisions, Attachment 2 - Statement of Work, Attachment 3 - Agreement of Payment, and all Exhibits, contains all the terms and conditions agreed upon by both parties:

**Attestations Required:**

- Drug Free Workplace Certification, Exhibit 2A.
- Debarment and Suspension Certification, Exhibit 2B.
- Lobbying Activities Form, Exhibit 2C.
- Non-discrimination and Equal Opportunity, Exhibit 2D
- Sworn Statement on Public Entity Crimes, Exhibit 2E.
- Certification Conflict of Interest, Exhibit 2F.
- Contract Close-out Report, Exhibit 2G.
- Contract Close-out or Renewal Financial Risk Assessment, Exhibit 2H.
- Contract Close-out or Renewal Programmatic Risk Assessment, Exhibit 2I.

**Evidences Required:**

- Liability Insurance/Self-Insured

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

**CONTRACTOR:**  
TPMA, LLC

**SOUTHWEST FLORIDA WORKFORCE  
DEVELOPMENT BOARD, INC. DBA  
CAREERSCOURCE SOUTHWEST FLORIDA**

SIGNATURE: *Mark B Gramelspacher*

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Mark Gramelspacher \_\_\_\_\_

PRINTED NAME: Peg Elmore \_\_\_\_\_

DATE: February 24, 2025

DATE: \_\_\_\_\_

TITLE: CEO/Managing Partner

TITLE: President /CEO \_\_\_\_\_

**CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES**

## ATTACHMENT 1: GENERAL PROVISIONS

### TABLE OF CONTENTS

<p>Contractor Assurances</p> <ul style="list-style-type: none"> <li>A. General Agreement</li> <li>B. Federal Laws and Regulations</li> <li>C. Audits</li> <li>D. Record Keeping</li> <li>E. Internal Financial Control</li> <li>F. Disallowed Costs/Return of Funds</li> <li>G. Program Income</li> <li>H. Monitoring and Access to Records</li> <li>I. Indemnification</li> <li>J. Insurance</li> </ul>	<ul style="list-style-type: none"> <li>K. Assignment and Subcontracts</li> <li>L. Religious or Political Activity and Nepotism</li> <li>M. Conflict of Interest</li> <li>N. Participant Record Confidentiality</li> <li>O. Civil Rights</li> <li>P. Environmental Tobacco Smoke Clause</li> <li>Q. Grievance Procedures</li> <li>R. Purchasing</li> <li>S. Inventory</li> <li>T. Copyrights, Patent Rights and Rights to Data</li> <li>U. Staff Qualification</li> </ul>	<p>V. Health and Safety</p> <p>W. Reports</p> <p>X. Use of Equipment</p> <p>Y. Radon Gas</p> <p>Z. Asbestos</p> <p>II Mutual Assurances</p> <ul style="list-style-type: none"> <li>A. Amendments/Modifications</li> <li>B. Termination</li> <li>C. Incident Reporting</li> <li>D. Enforcement of Contract Provisions</li> </ul>
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### I. CONTRACTOR ASSURANCES

#### A. General Agreements

Contractor shall provide services to the Board according to the General Provisions, Attachment 1, and the Statement of Work, Attachment 2. Contractor shall request payment for services according to the Agreement of Payment, Attachment 3. In the event of a major disaster, the Contractor is required to provide services as assigned by the SFWDB in lieu of or in addition to normal workload during the period of Disaster Response/Recovery.

#### B. Federal Laws and Regulations

1. The Contractor does hereby agree to comply with the Workforce Innovation and Opportunity Act regulations and guidelines and amendments, Public Law 105-220, Florida Laws), all applicable Federal, State and local laws, regulations, policies, and instructions as they pertain to this contract which are in effect at the inception of this contract or as may be promulgated or amended during its life, and will require its subcontractors to do likewise. When determining applicability, all programs and activities funded, or otherwise financially assisted, in whole or part, under Workforce Innovation and Opportunity Act are considered to be programs and activities receiving federal financial assistance.
2. Contractor shall comply with the Americans with Disabilities Act, (42 U.S.C., 12181 et. seq.) which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services and in telecommunications.
3. Contractor shall comply fully with the nondiscrimination and equal opportunity laws; the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 38. The United States has the right to seek judicial enforcement of this assurance.
4. When contracts contain funding in excess of \$100,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section

306 of the Clean Air Act, as amended (42 U.S.C.7401 et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Federal Water Pollution Control Act (33 U.S.C. 1251 et seq) as amended, Executive Order 11738, Energy Policy and Conservation Act of 2005 (Public Law 109-58), and Environmental Protection Agency regulations (40 CFR part 15). The contractor shall report any violations of the above to the Board.

5. The Contractor certifies it is in compliance with Public Law 109-149, ETA Salary Limitation Certification & Sworn statement pursuant to Public Law 109-149, section 101 & 2 CFR 200 (OMB requirements) and that none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditures on or after July 1, 2008, shall be used by a recipient or subrecipient of such funds 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, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in 2 CFR 200.
6. Contractor will comply with the Davis-Bacon Act as amended (40 USC 276a-a7) and as supplemented by Dept. of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act (40 USC 276c and 18 USC 874) as supplemented by DOL regulations 29 CDR Part 3, and the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented by DOL regulations 29 CFR Part 5 regarding labor standards for federally assisted construction sub agreements, as applicable.
7. Intellectual Property Rights: the Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include but are not limited to the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If

revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

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

"This workforce solution was funded by a grant awarded by the U.S. Departments of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."

8. Procurement of Recovered Materials: Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein; giving preference in their procurement programs funded with Federal funds to the purchase of recovered/recycled products and materials pursuant to the guidelines.
9. Trafficking Victims Protection Act: The Service Provider will comply with the Trafficking Victims Protection Act of 200 (2 CFR 175).
10. Veteran's Priority of Service: Service Provider agrees to comply with the Veteran's Priority of Service Provisions (38 U.S.C. 4215 and 20 CFR 1010).
11. Application of the Hatch Act: None of the funds or services under this Agreement provided by a federal agency, the Governor, or Southwest Florida Workforce Development Board, Inc. to the Service Provider shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) or the Federal Election Campaign Act, as amended (2 USC section 431), now 52 USC section 30101.
12. Equal Treatment for Faith-Based Organizations: Service Provider will comply with 29 CFR 2, Subpart D which prohibits any State or local government receiving funds under any Department of Labor program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services

funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department of Labor, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

13. Domestic Preference for Procurements: Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein, by providing preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

14. Statutory and National Policy: Contractor agrees to the follow the statutory and national policy requirements, as applicable, stated in 2 CFR § 200.300 and Executive Order 13798 Promoting Free Speech and Religious Liberty and Executive Order 13864 Improving Free Inquiry, Transparency and Accountability at College and Universities.

15. Public Announcements and Advertising: Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

16. Codes of Conduct: The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

## C. Audits

### 1. Government and Non-Profit Entities

If the contract is over \$750,000, the Contractor shall provide for an independent certified audit conducted in accordance with 2 CFR Uniform Requirements, Cost Principles, and Audit Requirements for Federal Awards.

## **2. Audits of Commercial Organizations**

If this award is made to a for-profit, commercial organization, and if this Contractor receives \$750,000 or more in a fiscal year in federal financial assistance to operate a federal program, the Contractor shall provide for either a) a program specific independent financial and compliance audit conducted and prepared in accordance with Generally Accepted Government Auditing Standards or b) an organization-wide audit that includes coverage of this contract within its scope that is conducted in accordance with 2 CFR 200.

## **D. Record Keeping**

Contractor shall be responsible for maintaining all financial records, statistical records, property records, participant records, supporting documentation, and any other documents (including electronic storage media) pertinent to this contract for a period of three (3) years from the date of the final payment of this contract, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for non-expendable property shall be maintained beyond the prescribed period if necessary to ensure that they are retained for three (3) years after final disposition of the property.

The Contractor will cooperate with the Board to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Contractor is unable to retain the records for the required period, the Contractor will notify the Board in writing and request instructions. Contractor shall not dispose of any records without the prior written consent of the Board.

## **E. Internal Financial Control**

1. Contractor shall be responsible for implementing procedures and internal financial controls governing the management and utilization of Workforce Innovation Opportunity Act funds provided hereunder. The procedures and financial controls must be established pursuant to generally accepted accounting procedures.
2. Contractor will track costs in sufficient detail to determine compliance with the Workforce Innovation and Opportunity Act and Cost Principles under 2 CFR 200 and to ensure that the funds have not been unlawfully spent. All expenditures must be allowable, allocable, necessary and reasonable for proper and efficient operation of the program under these guidelines and in accordance with Southwest Florida Workforce Development Board, Inc. policies and procedures. Contractor will provide their Cost Allocation Plan for the allocation of expenses to the SFWDB for approval.
3. Contractor will maintain separate accounting records for funds expended under this contract. The commingling of funds with other funding sources is prohibited. The Board is considered one (1) funding source.
4. Contractor shall implement administrative controls to identify participant training and/or services costs that are supported by other federal, state, or local programs

to ensure that costs are not being duplicated.

5. Contractor shall inform the Board of its receipt or its subcontractors' receipt of any Federal, State or local grant that may materially affect the quality or cost of the services provided under this contract. In which case, the Board shall have the right to renegotiate the price or deliverable performance of this contract.
6. If an official audit or monitoring report identifies unacceptable accounting practices and/or records management, the Board reserves the right to withhold any or all reimbursement from the Contractor until such time as standards are met.

## **F. Disallowed Costs/Return of Funds**

1. Contractor shall return to Board any funds disallowed pursuant to the terms of this contract that were disbursed to the Contractor by the Board or funds which are disallowed in the final resolution of an audit report. Contractor shall repay such amounts from funds other than funds received under the Workforce Innovation and Opportunity Act (WIOA) and according to the Board's Audit Resolution/Debt Collection Policy. The Board may withhold funds from future deliverables or other requests for payment pending resolution of disallowed costs.
2. Refunds or credits from training institutions or other vendors for costs that have been paid by the Board shall be returned to the Board within ten (10) days of being received by the Contractor or shall be accounted for in the following reimbursement request with a reduction equal to the refund or credit.

## **G. Program Income**

For a Contractor who is a government or non-profit entity, revenues generated through activities funded under this contract in excess of costs are to be treated as program income.

## **H. Monitoring and Access to Records**

1. At any time during normal business hours and as often as Board, Program Review Unit, Office for Civil Rights, the State of Florida, United States Department of Labor, Inspector General of the United States, or their designated representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all such financial, applicant or participant records, or documents, papers, letters, data and other materials prepared or received by the recipient relating to matters covered by this contract, for examination, audit, or for the making of excerpts or copies of such records for the purpose of auditing and monitoring program activities and determining compliance with all applicable rules and regulations, and the provisions of this contract. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by the Board.
2. The Contractor shall ensure that each of its subcontractors has submitted to the Contractor the proper assurance of compliance with federal

regulations and laws prohibiting discrimination as provided above.

3. The Contractor shall respond in writing to monitoring reports and requests for corrective action plans within ten (10) working days after the receipt of the monitoring report from Board.
4. Contractor shall institute a system for monitoring fiscal, participant and program activities for compliance with this contract. Contractor will maintain documentation to verify completion of monitoring activities.
5. If in any fiscal year during the period of the Contract, Contractor expends \$750,000 or more in federal awards from all sources combined, then Contractor shall have a single audit conducted for that fiscal year in accordance with the provisions of 2 CFR 200. The audit report shall be provided to the Board within 30 calendar days after delivery of the audit report to Contractor.

## **I. Indemnification**

1. The Contractor agrees to be liable for, defend and indemnify the Board against all claims, suits, judgments, or damages, including the cost of administrative proceedings, court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the Contractor, and its agents, subcontractors, and employees, in the course of the operation of this contract. Where the Contractor and the Board commit joint negligent acts, the Contractor shall not be liable for nor have the obligation to defend the Board with respect to that part of the joint negligent act committed by the Board. In no event shall the Contractor be liable for or have any obligation to defend Board against such claims, suits, judgments, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the Board.
2. Paragraph I.1. shall not apply to any Contractor who is a state agency or subdivision, as defined in section 768.28, Florida Statutes. Any Contractor who is a state agency or subdivision agrees to be fully responsible for its negligent acts or omissions or intentional tortious acts which result in claims or suits against the Board, and agrees to be liable for any damages proximately caused by said acts or omissions. In the event that the Board suffers a loss or damages as a result of the Contractor's breach of this contract, or the Contractor's negligence in discharging its duties under this contract for which there is no adequate legal remedy available to the Board, or there are insufficient funds from which the Contractor can fully compensate the Board, the Contractor agrees to make a good faith effort to seek an appropriation from the legislature sufficient to fully reimburse the Board for its' loss resulting from such negligence or, breach of contract. Nothing herein is intended to serve as a waiver of sovereign immunity by any Contractor to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
3. The Contractor agrees that it is an independent Contractor of the Board and not an agent or employee.

## **J. Insurance**

Contractor shall deliver to the Board prior to the commencement of this contract satisfactory evidence that the following insurance coverages, as appropriate, are in force and will not be canceled without thirty (30) days written notice to the Board. The Board may withhold payments or terminate this contract if the Contractor fails to maintain or provide evidence of current insurance.

1. **Liability Insurance:** Contractor agrees to obtain a standard liability insurance policy in the single limit amount of \$1,000,000 and will provide general liability insurance in amount of \$100,000 per person and \$200,000 per occurrence with an endorsement naming the Board as additional insured, unless Contractor is self-insured. If Contractor is self-insured, Contractor must be able to provide the same coverage and must submit proper documentation to the Board as evidence of such.
2. **Workers' Compensation:** To the extent that the state Workers' Compensation law is applicable, Contractor must provide Workers' Compensation coverage to all employees or participants paid directly under this contract. Where employees covered under this contract are not covered under a state Workers' Compensation law, then the Contractor shall provide insurance coverage for injuries suffered by employees. Income maintenance coverage is not required.
3. **Motor Vehicle Insurance:** Contractor agrees to obtain Motor Vehicle Insurance coverage in the amounts of \$50,000 property damage, \$100,000 per person and \$300,000 per occurrence, for all motorized vehicles owned or leased by the Contractor to be used in the performance of actions authorized by this contract.
4. **Property:** All property and equipment purchased, received or utilized by Contractor under this contract shall be insured against fire, theft, and destruction equal to the full replacement cost.

## **K. Assignment and Subcontracts**

Contractor shall not sell, subcontract, assign or transfer any rights or responsibilities under this contract or any portion thereof without the prior written approval by the Board, unless otherwise authorized by this contract. (See Attachment 4 if applicable). A written subcontract must be presented to the Board for consideration. In no case shall such consent relieve the Contractor from the obligation under, or change the terms of this contract unless otherwise provided for.

## **L. Religious or Political Activity and Nepotism**

No funds made available under this contract shall be used for any political activity, lobbying of federal, state or local legislatures, to raise funds, or to promote or to assist, promote or deter union organizing. The employment or training of any participants in sectarian activities is prohibited. Nor shall any participant be employed on the construction, operation or maintenance of any facility that is or will be used for sectarian instruction or religious worship.

## **M. Conflict of Interest**

A conflict of interest is present whenever Contractor or any director, officer, employee of Contractor, has a direct or indirect material personal interest in a proposed agreement or transaction to which Contractor or Board may be a party. A conflict of interest is also present when the Contractor or its director, officer or employee is personally involved with the transaction or has an employment or investor relationship with an entity with which Contractor or Board is dealing, or it may arise from a family relationship. A conflict of interest may result from the Contractor or its director, officer or employee performing professional services for the organization. Contractor should not assume that a conflict cannot exist for a person who receives no monetary or other tangible benefit from a transaction with the Contractor or Board. For example, access to information which could be used for individual profit might put the person in conflict with the Contractor or Board

1. No Contractor representative serving on the Board of directors shall cast a vote on the provision of training and/or services by the Contractor, or any matter which would provide or give the appearance of providing financial benefit to the Contractor, or influence or attempt to influence any other member of the Board on decisions benefiting the Contractor.
2. No Contractor representative will solicit or accept money or any other consideration from a third party for the provision of goods or services funded in whole or in part under this contract.

## **N. Participant Record Confidentiality**

Contractor shall not disclose any information concerning a Workforce Innovation and Opportunity Act participant to any agency or individual, other than the Board, and other CareerSource Southwest Florida partner for any purpose without written consent of the participant, or his/her responsible parent or legal guardian. Contractor agrees to comply with Florida Statute 119.021 regarding confidential records.

## **O. Civil Rights**

Contractor must ensure that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract on the basis of race, color, religion, sex, national origin, disability, age, political affiliation, belief, genetic information or marital status as a Workforce Innovation and Opportunity Act participant.

## **P. Environmental Tobacco Smoke Clause**

To comply with the Pro-Children Act of 1994, Public Law 103-227, which required that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded health day care, early childhood development, education, or library services on a routine or regular basis to children up to age 18. This law also applies to children's services provided in indoor facilities which are constructed, operated, or maintained with such federal funds. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00, for each violation and/or imposition of an

administrative compliance order on the responsible entity. Public Law 103-227 does not apply to children's services which are provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, Service Providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

## **Q. Grievance Procedures**

Contractor shall adhere to and comply with the Board complaint and grievance procedures. Grievance procedure forms shall be signed by each participant and maintained by the Contractor in the participant file. Contractor shall ensure that all Workforce Innovation and Opportunity Act participants are properly informed of their rights and benefits, including the right to grieve or file a complaint with the Board.

## **R. Purchasing**

All purchasing must be in compliance with the State of Florida procurement guidelines. Records must be maintained to document procurement efforts to comply with this requirement.

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See Public Law 115-232, section 889 for additional information and 2 CFR part 200.471.

## **S. Inventory**

Contractor shall maintain an up-to-date inventory of all property purchased under this contract which has an individual purchase price of \$5000 or more, and shall implement adequate maintenance procedures to keep such property in good condition. Further, Contractor shall submit the inventory list to the Board as part of the Contract Close-Out Report (Exhibit 2G). All such property shall be returned to the Board within forty-five (45) days after the Contract has terminated, unless otherwise authorized by the Board. No such property shall be disposed of without prior written authorization from the Board.

## **T. Copyrights, Patent Rights and Rights to Data**

The Board reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes a) the copyright in any work developed under this contract; and b) any rights of copyright to which the Contractor purchased ownership with funds provided under this contract.

The Board shall have nonexclusive, nontransferable, irrevocable, paid-up license to any patentable discovery or invention which arises or is developed under this contract. The Board and the USDOL shall have unlimited rights to data first produced or delivered under this contract.

## **U. Staff Qualification**

Contractor will provide and maintain a trained and qualified staff, in accordance with industry and/or educational

standards, at a level consistent with the proposed budgeted staffing. The resumes of all Contractor staff funded, in whole or in part, under this contract shall be on file with the Contractor. The Contractor shall provide written notification to the Board within ten working days of any change in staff charged to this contract.

E-Verify: Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E- Verify.gov), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

## **V. Health and Safety**

Health and safety standards, including Child Labor Laws, established under state and federal law, otherwise applicable to working conditions of employees shall be applicable to working and training conditions of participants. 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.

Climate control unit(s) sufficient to cool and heat the entire facility with adequate duct work, registers, and grills to provide uniform heating and cooling of all areas. Unit(s) shall be equipped with automatic thermostat(s) in lock boxes located in each conditioned zone which are accessible to Lessee's supervisor. Temperatures will be maintained at 68 degrees Fahrenheit during the heating season and 78 degrees during the cooling season. All offices, open areas, and restrooms shall have heating and cooling provisions.

## **W. Reports**

All reports and reimbursement requests shall be submitted to the Board's Fiscal Department at 6800 Shoppes at Plantation Drive, Suite 170, Fort Myers, Florida 33912 including, but not limited to:

1. **Payment Request:** Contractor shall submit to the Board a Payment Request and back-up documentation. The Payment Request must be submitted no later than the 15th of each month, forty-five (45) days for last invoice of the contract. Training and/or services paid in full or in part under any other contract or from any other source are not eligible for payment under this contract. The Board reserves the right to refuse to reimburse the Contractor for any Payment Request not submitted within forty-five (45) days after contract termination.
2. **Contract Close-Out Report:** Contractor shall submit to the Board a Contract Close-Out Report (Exhibit 2G) within ninety (90) days after contract termination, summarizing all payment requests, actual expenses, inventory and other items requested by the Board.

3. **Program Income Report:** Government or non-profit Contractors who generate program income from activities covered under this contract, shall submit to the Board a Program Income Report within ninety (90) days after contract termination. A CFDA number for this grant is N/A.

4. **Independent Audit Report:** Contractors shall submit a copy of their independent audit report within thirty (30) calendar days after its receipt by the Contractor and not later than nine (9) months after the end date of this contract.

Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and necessary adjustments thereto have been received and approved by the Board.

## **X. Use of Equipment**

Any Workforce Innovation and Opportunity Act equipment purchased under this contract or provided by the Board for use in delivering the services under this contract shall be used exclusively by Workforce Innovation and Opportunity Act applicants and/or participants unless an equipment user agreement has been made part of this contract. This equipment is and shall remain the property of Board.

## **Y. Radon Gas**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit. If radon measurements above 4PCI/L are detected, the lessor shall promptly initiate corrective action to reduce the level to meet the standard.

## **Z. Asbestos**

The facility must comply with Chapter 83-174, Section 47, Laws of Florida, in that the facility is to contain **no** hazardous asbestos fiber.

# **II. MUTUAL ASSURANCES**

## **A. Amendments/Notification**

The Board reserves the authority to amend, modify or extend this contract with written bilateral agreement of the Contractor. Mandatory changes in regulations, policies, law, or Workforce Innovation and Opportunity Act procedures and/or providers will be unilaterally amended by the Board and will be effective upon the receipt by Contractor of a Notice of Contract Change signed by the Executive Director of the Board.

## **B. Termination**

1. **Termination Because of Lack of Funds:** If for any reason the Workforce Innovation and Opportunity Act funds available are reduced, suspended or terminated, in whole or in part, funding for this contract may cease.
2. **Termination for Breach:** Either party may terminate this contract when it has determined that the other party has failed to provide any of the services specified herein in a timely or proper fashion, or has violated any

stipulations of this contract. If Contractor fails to perform, in whole or in part, or to make sufficient progress so as to endanger performance, the Board will notify Contractor of such unsatisfactory performance in writing. The Contractor has ten (10) working days from receipt of notice in which to respond with a plan agreeable to the Board to correct said deficiencies. Upon failure of Contractor to respond within the appointed time or failure of Contractor to respond with appropriate plans, the Board will serve a termination notice which shall become effective within fifteen (15) days after its issuance.

In the event of such termination, the Board shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by the Board within 30 days of termination date.

Contractor shall give the Board written notice of any perceived breach and it shall give the Board ten (10) working days to cure any perceived breach under the contract.

3. **Termination for Convenience:** Performance under this contract may be terminated by either party for convenience when it is in the best interest of either party. The Board may suspend this contract for the purpose of investigating irregularities under this contract. Any termination for convenience or suspension will be preceded by written notice setting forth the effective date of said termination or suspension. The termination or suspension shall be effective 30 days after the notice is issued and the Contractor has 30 days after the effective date to bill for payment. Contractor shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.
4. **Other:** Unearned payment under this contract may be suspended or contract terminated upon the refusal by Contractor to accept or comply with any additional conditions that may be imposed by the Department of Labor, the Governor, or the Board at any time.

The submission of false information may be considered fraud and could result in the immediate termination of the contract.

5. **Arbitration Clause:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

This contract shall be interpreted under the laws of the State of Florida.

6. **Venue:** The place for any hearing, arbitration or otherwise, shall be Fort Myers, Florida.

#### **C. Incident Reporting**

Known or suspected incidents of fraud, program abuse or criminal conduct, shall be reported in compliance with State

Division Policy.

#### **D. Enforcement of Contract Provisions**

The failure of the Board to strictly enforce any of the provisions of this contract, or to require strict performance by the Contractor of any provision herein, shall in no way be construed to be a waiver of such provisions or the validity of this contract or any part hereof, or waive the right of the Board to thereafter enforce each and every provision herein.

## **ATTACHMENT 2: STATEMENT OF WORK**

**Southwest Florida Workforce Development Board, Inc.**  
**dba**  
**CareerSource Southwest Florida**

**One-Stop Operator – TPMA, LLC**

**July 1, 2025 – June 30, 2026**

Per 20 CFR § 678.620: At a minimum, the one-stop operator must coordinate the service delivery of required one-stop partners and service providers. CareerSource Florida's Administrative Policy #097, One-Stop Operator Procurement, outlines the requirements Local Workforce Development Boards (LWDBs) must follow to competitively procure and select one-stop operators under the WIOA. Specifics of the Policy say, "The one-stop operator must coordinate service delivery of one-stop partners and providers at a career center. The LWDB defines the roles and responsibilities, and these may vary between centers in a local area." Local WDBs may establish additional roles of one-stop operator, including but not limited to: Coordinating service providers across the one-stop delivery system, being the primary provider of services within the center, providing some of the services within the center, or coordinating service delivery in a multi-center area, which may include affiliated sites. The competition for a one-stop operator must clearly articulate the role of the one-stop operator.

Per Training and Employment Guidance Letter (TEGL) 15-16: One-Stop Operator Roles and Prohibited Functions. The basic role of a one-stop operator is to coordinate the service delivery of participating one-stop partners and service providers. At a minimum, States and Local WDBs must ensure that in carrying out this role, one-stop operators do the following:

- Disclose any potential conflicts of interest arising from the relationships of the one-stop operators with particular training service providers or other service providers, including but not limited to, career services providers;
- In coordinating services and serving as a one-stop operator, refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services; and
- Comply with Federal regulations, and procurement policies, relating to the calculation and use of profits.

One-stop operators may not perform the following functions: convene system stakeholders to assist in the development of the local plan; prepare and submit local plans (as required under WIOA sec. 107); be responsible for oversight of itself; manage or significantly participate in the competitive selection process for one-stop operators; select or terminate one-stop operators, career service providers, and youth providers; negotiate local performance accountability measures; or develop and submit budgets for activities of the Local WDB in the Local Area.

TPMA, LLC under contract with the Southwest Florida Workforce Development Board, Inc. (SFWDB) dba CareerSource Southwest Florida (CSSWF) will facilitate coordination of one-stop center partners, including, at a minimum, the following responsibilities, as specified in the Request for Proposals:

- Utilize continuous process improvement methodologies to evaluate customer satisfaction and delivery of services to customers of One-Stop centers; identify deficiencies or gaps in communications, referrals and other linkages that hinder optimal, seamless service delivery; recommend strategies for improvement; and identify successes and best practices.
- Review the CSSWF Memoranda of Understanding (MOU) with One-Stop partners relating to sharing of information and implementing cross-agency referrals; identify MOU deficiencies or gaps that hinder optimal seamless service delivery; and recommend modifications.
- Identify and recommend practices that optimize services to individuals with barriers to employment, including individuals with disabilities who may require longer-term services including intensive employment, training and education services.
- Conduct at least one site visit to each of the full-service centers during the July 2025 – June 2026 Program Year. Visits may include meeting with CareerSource Southwest Florida Center Supervisors and representatives of partner agencies.
- Provide written reports no less than quarterly to the Chair of the Board of Directors of SFWDB and to the SFWDB staff contact person, the Planning & Grants Director. Reports should describe process improvement and information-gathering activities; document findings, including gaps, barriers, and deficiencies; give recommendations for changes in referral processes and communications systems.
- Report in person to the full Board of Directors at least annually.

**EXHIBIT 2A**  
**PROVISIONS REGARDING A DRUG-FREE WORKPLACE**

The regulations regarding a drug-free workplace were published in Part II of the April 25, 1989 Federal Register (pages 17861-17862).

A. Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a government contract.

"Individual" means an offeror/contractor that has more than one employee including the offeror/contractor.

B. By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will:

1. Publish a statement notifying such 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 violations of such prohibition;
2. Establish a drug-free awareness program to inform such employees about--
  - i. The dangers of drug abuse in the workplace;
  - ii. The Contractor's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
3. Provide all employees engaged in the performance of the contract with a copy of the statement (b) (1) of this provision;
4. Notify such employees in the statement required by subparagraph (b) (1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
5. Notify the contracting officer within ten (10) days after receiving notice under subdivision (b) (4) (ii) of this provision, from an employee or otherwise receiving notice of such conviction; and
6. Within 30 days after receiving notice under subparagraph (b) (4) (ii) of this provision of a conviction, impose the following sanctions or remedial measure on any employee who is convicted of drug abuse violations occurring in the workplace:
  - i. Take appropriate personnel action against such employee, up to and including termination or;
  - ii. Require such employee to satisfactorily participate 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.
7. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b) (1) through (b) (6) of this provision.

C. By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

D. Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award.

E. In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of any agency of the United States and the making of false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Where the offeror is unable to certify to any of the statements in these provisions, the offeror shall attach an explanation to this proposal. Offeror shall also submit a copy of its policy regarding a drug-free workplace to Council.

Mark Gramelspacher, CEO  
Name and Title of Authorized Representative

PY-24-25-001  
Contract Number

Mark B Gramelspacher  
Signature

February 24, 2025  
Date

## EXHIBIT 2B

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

**Instruction for Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit the explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department of Labor's (DOL) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DOL determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DOL if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DOL for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the DOL, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement/Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause or default.

## EXHIBIT 2B

### 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, 29 CFR Part 98, Section 98.510, Participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART  
OF THE 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 or embezzlement, theft, forgery, bribery, falsification or destruction of statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or 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 Gramelspacher/CEO  
Name and Title of Authorized Representative

PY-24-25-001  
Contract Number

Mark B Gramelspacher  
Signature

February 24, 2025  
Date

**EXHIBIT 2C**

**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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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 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 all\* sub-recipients shall certify and disclose accordingly.

This certification is a material representation 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 subjected to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**TPMA, LLC**  
Contractor Organization

**PY-24-25-001**  
Contract Number

**Mark Gramelspacher/ CEO**  
Name of Certifying Official

**Mark B Gramelspacher**  
Signature

**February 24, 2025**  
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).

**ASSURANCE OF NON-DISCRIMINATION AND  
EQUAL OPPORTUNITY**

**ASSURANCES**

[References: 29 CFR 37.20 ]

Recipients shall operate in compliance with the provisions of titles VI and VII of the Civil Rights Act of 1964, as amended, section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Age Discrimination Act of 1975, title IX of the Education Amendments of 1972 and the Department of Labor regulations at 29 CFR Part 38 implementing Section 167 of the Act.

**Prescribed Assurance Statement (29 CFR 37.20)**

**(a) Assurance.** (1) Each application for Federal financial assistance under WIOA, or Welfare Transition, as defined in Section 37.2, shall include an assurance, in the following form, with respect to the operation of the WIOA, or Welfare Transition, funded program or activity and all agreements or arrangements to carry out the WIOA, or Welfare Transition, funded program or activity:

(1) As a condition to the award of financial assistance under Workforce Innovation and Opportunity Act (WIOA) or Welfare Transition, from the U.S. Department of Labor, the grant applicant assures, with respect to operation of the WIOA or Welfare Transition funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the WIOA, including the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 38. The United States has the right to seek judicial enforcement of this assurance.

(2) The assurance shall be deemed incorporated by operation of law in the grant, cooperative agreement, contract or other arrangement whereby Federal financial assistance under WIOA is made available, whether or not it is physically incorporated in such document and whether or not there is a written agreement between the Department and the recipient, between the Department and the Governor, between the Governor and the recipient, or between recipients. The assurance may also be incorporated by reference in such grants, cooperative agreements, contracts or other arrangements.

**(b) Continuing State Programs.** Each application by a State or a State agency to carry out a continuing WIOA-funded program or activity shall, as a condition to its approval and the extension of any Federal financial, provide a statement that the WIOA-funded program or activity is (or, in the case of a new WIOA-funded program or activity, will be) conducted in compliance with the nondiscrimination and equal opportunity provisions of WIOA and this part. The State shall certify that it has developed and maintains a Methods of Administration pursuant to Section 37.33.

**ASSURANCE OF NON-DISCRIMINATION AND  
EQUAL OPPORTUNITY**

The Contractor, **TPMA, LLC**, shall not discriminate against any employee or applicant for employment or training because of race, color, sex, religion, political affiliation or belief, national origin, genetic information, disability, age or marital status. Further, participation in programs and activities shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees and other individuals authorized by the United States Attorney General to work in the United States

**TPMA, LLC** agrees to Affirmative Action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, genetic information, age, marital status, political affiliation or physical handicap. The Affirmative Action shall include but not be limited to the following: (A) Employment, Upgrading or Transfer; (B) Recruitment or Recruitment Advertising; (C) Demotion, Lay-off or Termination; (D) Rates of Pay or other forms of compensation; and (E) Selection for training or apprenticeship.

**TPMA, LLC** agrees to post in conspicuous places the Policy Statements and required federal and state posters regarding Discrimination and Affirmative Action.

**TPMA, LLC** agrees to permit access to all records relating to employment practices and relevant personnel actions to ensure compliance with both Equal Employment Opportunity and Affirmative Action policies, statutes and regulations.

**TPMA, LLC** agrees that any sub-contract entered into shall have similar language to ensure each sub-contractor or vendor is committed to the principle and practice of equal opportunity and affirmative action.

**Mark Gramelspacher/CEO**

(Authorized Official's Name and Title)

*Mark B Gramelspacher*

(Authorized Official's Signature)

**February 24, 2025**

(Date)

**TPMA, LLC**

(Company and/or Organization Name)

## EXHIBIT 2E

### SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Southwest Florida Workforce Development Board, Inc. dba

.....CareerSource Southwest Florida

(print name of the public entity)

by Mark Gramelspacher, CEO.....

(print individual's name and title of submitting entity)

for TPMA, LLC .....

(print name of entity submitting sworn statement)

Whose business address is EMC2, 1250 Indiana Avenue, Attention: TPMA.....

Indianapolis, IN 46202

and (if applicable) its Federal Employer Identification Number (FEIN) is 30-0025201

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the applicable statement which I have marked below is true in relation to the entity submitting this sworn statement.

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

.. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

.. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989; however, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. Attached is a copy of the final order.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, OR THROUGH THE END OF THE CONTRACT FOR WHICH IT IS BEING SIGNED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Mark Gramelspacher, CEO

Name and Title of Authorized Representative

PY-24-25-001

Contract Number

Mark B Gramelspacher

Signature

February 24, 2025

Date

STATE OF .....

COUNTY OF .....

PERSONALLY APPEARED BEFORE ME, the undersigned authority, **Mark Gramelspacher, CEO** who, after sworn by me, affixed his signature

in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_ Personally Know

\_\_\_\_ Identification Produced

\_\_\_\_ Type I.D.

(Seal)

\_\_\_\_\_  
Signature Notary Public

My Commission Expires:

**CONFLICT OF INTEREST STATEMENT/CERTIFICATION**  
**EXHIBIT 2F**  
Contract No. **PY-24-25-001**

The Contractor must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this Contract.

**SECTION I**

I hereby certify that no official or employee of the Grantee or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Mark B Gramelspacher

Signature

February 24, 2025

Date

Mark Gramelspacher, CEO

Name of Official (Type or Print)

TPMA, LLC

Company Name

EMC2, 1250 Indiana Avenue, Attention: TPMA, Indianapolis, IN 46202

Business Address, City, State, Zip Code

**SECTION II**

I hereby certify that the following named Grantee official(s) and employee(s) having material financial interest(s) [in excess of 5%] in this company have filed the appropriate Conflict of Interest statements with the Grantee prior to the beginning date of this contract.

Name

Title or Position

Date of Filing

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Signature

Date

Name of Official (Type or Print)

Company Name

Business Address, City, State, Zip Code

**EXHIBIT 2 G**  
**Southwest Florida Workforce Development Board, Inc. dba**  
**CareerSource Southwest Florida**  
**6800 Shoppes at Plantation Drive, Suite 170**  
**Fort Myers, Florida 33912**

**CONTRACT CLOSE-OUT REPORT**

**CONTRACTOR/PROVIDER NAME AND ADDRESS:**

**TPMA, LLC**

**EMC2, 1250 Indiana Avenue, Attention: TPMA, Indianapolis, IN 46202**

**CONTRACT NUMBER: PY-24-25-001**

**CONTRACT TERM:.....July 1, 2025 - June 30, 2026**

**TOTAL AMOUNT COST REIMBURSED      \$.....**

**TOTAL IN-KIND CONTRIBUTIONS      \$ .....**

(Attach detailed listing of in-kind contributions)

**CONTRACTOR/PROVIDER RELEASE**

Pursuant to the terms of the contract, agreement, or other authorization referenced above, Contractor/Provider herein named does release the Southwest Florida Workforce Development Board, Inc., as grant recipient and administrative entity from all liabilities, obligations, claims, and demands whatsoever under contract, agreement, or other authorization, except for the following specific claims: (State amount or None)\_\_\_\_\_.

An up-to-date inventory list of all property purchased under this contract with an individual purchase price of \$5000 or more is attached. All such property has been returned to the Southwest Florida Workforce Development Board, Inc., unless otherwise authorized by the Southwest Florida Workforce Development Board, Inc., pursuant to Part I, Section R of the referenced contract.

In witness whereof, this release has been executed this .....day of .....2025.

*Mark B Gramelspacher*

\_\_\_\_\_  
Signature of Authorized Official

February 24, 2025

\_\_\_\_\_  
Date

**Mark Gramelspacher, CEO**

\_\_\_\_\_  
Typed Name and Title

**TPMA, LLC**

\_\_\_\_\_  
Company Name

## **ATTACHMENT 3: AGREEMENT OF PAYMENT**

**Southwest Florida Workforce Development Board, Inc.  
dba  
CareerSource Southwest Florida**

**One-Stop Operator – TPMA, LLC**

**July 1, 2025 – June 30, 2026**

The method of payments shall be monthly, paid at the rate of \$190 per hour (approximately 263 hours total for the year). TPMA, LLC will be responsible for all costs associated with travel, liability insurance, supplies, and telephones, and will submit invoices monthly for total hours worked, which will include:

Hourly Rate	Hours	Total Costs
\$190	263	\$50,000

Maximum contract value is \$50,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Beverly Polanco PHONE (A/C, No, Ext): (317) 881-5534 E-MAIL: bpolanco@ellingerriggs.com ADDRESS:
Ellinger Riggs Insurance 170 Airport Parkway Suite B Greenwood		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Insurance Co. NAIC #
IN 46143		
INSURED		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
TPMA, LLC PO Box 881011  Indianapolis		IN 46208

COVERAGES		CERTIFICATE NUMBER:		Thomas P 24/25	REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$		
	CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
							MED EXP (Any one person)	\$		
							PERSONAL & ADV INJURY	\$		
							GENERAL AGGREGATE	\$		
							PRODUCTS - COMP/OP AGG	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER:						OTHER:	\$		
	POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC									
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$		
	ANY AUTO									
	OWNED AUTOS ONLY						<input type="checkbox"/> SCHEDULED AUTOS			
	Hired AUTOS ONLY						<input type="checkbox"/> NON-OWNED AUTOS ONLY			
	UMBRELLA LIAB						EACH OCCURRENCE	\$		
	EXCESS LIAB						<input type="checkbox"/> OCCUR			
							<input type="checkbox"/> CLAIMS-MADE			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			36WBCAS0UAP	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE	OTHE- R		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input type="checkbox"/> N			
	If yes, describe under DESCRIPTION OF OPERATIONS below									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

CareerSource Southwest Florida 6800 Shoppes at Plantation Dr. Suite 170 Fort Myers		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
FL 33912		AUTHORIZED REPRESENTATIVE 

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 36 WBC ASOUAP

**Endorsement Number:** 009

**Effective Date:** 02/13/24      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:**

TPMA, LLC  
PO Box 881011  
Indianapolis, IN 46208

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

Humboldt County, 825 5TH ST, EUREKA, CA, 95501

**Job Description**

4

Countersigned by \_\_\_\_\_

Authorized Representative

**Form WC 04 03 06**      (1) Printed in U.S.A.

**Process Date:** 02/15/24

**Policy Expiration Date:** 04/01/24



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>State Farm</b> 	BRADLE INSURANCE AND FINANCE SERVICES INC 9757 WESTPOINT DR STE 300 INDIANAPOLIS IN 46256	CONTACT NAME: LAUREN MCINTIRE
		PHONE (A/C, No, Ext): 317-288-2944
	E-MAIL ADDRESS: LAUREN.MCINTIRE.EFS5@STATEFARM.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: State Farm Mutual Automobile Insurance Company	25178
INSURED TPMA LLC 1250 INDIANA AVE INDIANAPOLIS IN 46202	INSURER B: State Farm Fire and Casualty Company	25143
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGEs** **CERTIFICATE NUMBER:** **REVISION NUMBER:**  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	Y	Y	94-C6-J120-1	03/21/2020	03/21/2026	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	397 8239-C25-14A	09/28/2017	09/28/2025	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$ 1,000,000
							BODILY INJURY (Per accident)	\$ 1,000,000
							PROPERTY DAMAGE (Per accident)	\$ 1,000,000
								\$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	94-LG-8529-8	04/24/2007	04/24/2026	EACH OCCURRENCE	\$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER ALSO ACTS AS ADDITIONAL INSURED

ADDITIONAL INSUREDs ARE GIVEN THIRTY (30) DAYS NOTICE OF ANY CANCELLATIONS OR REDUCTIONS IN COVERAGE

## CERTIFICATE HOLDER

## CANCELLATION

CareerSource Southwest Florida 6800 Shoppes at Plantation Suite 170  Fort Myers FL 33912	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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