## CONTRACT

between

# BREVARD WORKFORCE DEVELOPMENT BOARD, INC. d/b/a CareerSource Brevard

and

## PEPUP TECH, INC.

This Contract is made and entered into by and between the **Brevard Workforce Development Board**, **Inc.**, **d/b/a CareerSource Brevard**, hereinafter referred to as "CSB" and PepUp Tech, Inc., hereinafter referred to as "PUT."

In consideration of the mutual covenants and promises set forth herein, CSB and PUT agree as follows:

## 1. Purpose of Contract

CSB and PUT have agreed to enter into this contract for the purpose of PUT partnering with CSB as the established training provider to offer Salesforce Academy training to qualified and CSB-eligible participants. This partnership is supported through the "Get There Faster Initiative" as awarded by CareerSource Florida and funded through Florida Department of Economic Opportunity (FAIN No. AA-34762-20-55-A-12), hereinafter referred to as "grant."

#### 2. Term

The parties hereto agree that each of them may execute this Contract on different dates, but hereby acknowledge that this Contract shall begin on May 1, 2022, and remain in full force and effect until September 30, 2023, unless otherwise terminated or extended.

#### 3. Scope of Services

As set forth in the structure of the grant, the parties have agreed to the following services provided by PUT.

- I. Co-host a minimum of two (2) Information Sessions with CSB to recruit candidates for the program.
- **II.** Partner with CSB to provide professional guidance in development of "Phase One" training curriculum to ensure the curriculum properly prepares individuals for "Phase Two."
- **III.** Train a maximum of fifty (50) qualified individuals as part of "Phase Two" of the program, providing Salesforce Academy training.
  - a. Training shall occur for a minimum of two (2) cohorts according to the schedule provided in Section 4. Program Schedule.
  - b. Technical Instruction courses shall be offered on Monday and Wednesdays, two (2) hours each, for a total of (4) hours each week.
    - i. Students shall be expected to complete homework assignments that equal 4-6 hours per week of individual study utilizing the Trailhead platform. Progress updates in the system shall be provided as modules are completed.
  - c. Salesforce Academy training shall be hosted virtually.
- **IV.** Provide Transition Workshops on topics such as resume preparation, interview preparation, networking, successful job searching, effective communication, financial literacy, LinkedIn coaching and social media networking to all participants.
  - a. Transition Workshops shall be offered once per week for a total of (1) hour each week.
- **V.** Provide optional office hours to further assist participants in a one-on-one matter during the ten (10) week training class.
  - a. Office hours shall be made available on Saturdays for two (2) hours for additional guidance and networking opportunities.

Get There Faster Salesforce Academy Partnership

- b. Opportunities for "pop-up" sessions hosted by alumni and Salesforce professionals shall be made available to the cohort.
- **VI.** Provide participants with access to study modules and curriculum to prepare for the Salesforce Administrator Certification exam.
- **VII.** Provide to CSB, in Excel format, a weekly attendance record with supporting documentation to show participant's progress. Supporting documentation includes any certificates of completion for assignments or certificates of completion for the course.
- **VIII.** Produce invoice for tuition payment remittance including course roster with attendance as supporting documentation to CSB no later than (2) days the beginning of cohort training.
- **IX.** Provide employment support to participants in the form of sharing job leads, hosting networking events, hosting additional workshops and employer recruitment efforts.
- X. Serve as the Employer of Record, employing and placing the participants in internship opportunities as part of the training experience. The Employer of Record is responsible for handling all payroll, Worker Compensation and Unemployment Compensation for Employees, as well as dealing with Employee personnel matters concerning their performance throughout the internship. The Employer of Record will provide for drug testing/background checks on participants prior to commencement of their internship.

#### 4. Program Schedule

The parties agree that PUT shall provide services between May 2022 – June 2023 in accordance with the schedule below. Upon mutual contract between CSB and PUT, the quantity of services may be modified in order to best support CSB's obligations under the grant and the individual needs of the cohort. The schedule is subject to change based on instructor availability, and upon mutual agreement by both parties.

Activity(ies)	Schedule	Notes
Preparation for Cohort 1	May – June 2022	Curriculum Preparation, Transition from Phase 1 to Phase 2 Support
Cohort 1 Training	June – August 2022	Hosted virtually in accordance with Section 3. Scope of Services
Follow Up and Reporting	August – September 2022	Support of participants in preparation for certification exams, support of follow up documentation with CSB
Employment Support / Paid Work Experience	September – November 2022	Employment support for participants
Preparation for Cohort 2	November – December 2022	Curriculum Preparation, Transition from Phase 1 to Phase 2 Support
Cohort 2 Training	January – March 2023	Hosted virtually in accordance with Section 3. Scope of Services
Follow Up and Reporting	March – April 2023	Support of participants in preparation for certification exams, support of follow up documentation with CSB
Employment Support / Paid Work Experience	April – June 2023	Employment support for participants

#### 5. Payment and Deliverables

CSB agrees to compensate for services provided under this Contract not to exceed \$359,000.

PUT will be reimbursed for participant tuition (including course instruction, participant fees, certification costs, materials and internship) for 50 WIOA-eligible individuals as listed in <u>Section 3. Scope of Services</u> of this Contract.

Get There Faster Salesforce Academy Tuition & Internship Costs		
Contracted Costs	<u>Amount</u>	
Participant Training – 50 individuals (Cost calculated at \$7,180 per person). Cost includes tuition, instructor, books, certification prep, internship and credential attainment.	\$359,000	
Total	\$359,000	

Reimbursement will be provided when PUT submits appropriate verification along with an acceptable invoice as outlined in the schedule below. Per cohort, CSB will be invoiced on the following schedule.

Invoice Phase	Invoice Amount	Due Date
First Invoice	\$3,100 per participant	Week 2 of training
Second Invoice	\$2,040 per participant	Week 10 of training
Third Invoice	\$2,040 per participant	Week 15 of training

#### **Refund Process for Non-Completers**

Refunds will be considered for non-completers through the second week of training. Should a participant drop in week two, CSB will be charged only for the two weeks. Should a participant drop in week three or beyond, no refunds will be issued but the participant will be invited to retake the course during another cohort. All internship portions will receive a full refund if the participant does not complete the program.

#### 6. <u>Dispute Resolution</u>

Each party shall provide written notice to the other party of any dispute regarding this Contract or the services it is intended to provide. The receiving party must in turn respond in writing no later than thirty (10) days from the date of receipt. If the parties are unable to resolve the dispute using this method, the matter shall be forwarded to the President of CSB for resolution, whose decision shall be final.

#### 7. Termination

#### 7.1 Termination at Will

CSB may terminate this Contract by giving fifteen (15) days written notice to PUT with or without cause.

#### 7.2 Termination for Breach:

Upon breach by PUT, CSB may terminate this Contract by giving written notice to PUT. This written notice of termination shall be sent via certified mail, return receipt requested. CSB reserves the right to grant PUT the opportunity to rectify the breach. CSB may send a suspension notice and give PUT a specific time to respond with a corrective plan. Failure of PUT to respond with a corrective plan acceptable to CSB may result in a termination notice to PUT effective from the time of the original suspension. Waiver of a breach of any provision shall not be deemed a waiver of any other breach, and no waiver shall be construed to be a modification to any of the terms or conditions of this Contract.

7.3 The provisions within this Contract do not limit CSB's remedies at law or in equity.

#### 8. Notices

The aforesaid termination notice, as well as all other notices required herein, shall be considered received when delivered to:

## For PUT:

Selina Suarez Executive Director/Founder 525 NW Lake Whitney Place, Ste. 103 Port St. Lucie, FL 34986

## For CSB:

Jana Bauer Vice President of Operations 297 Barnes Boulevard Rockledge, FL 32955

Get There Faster Salesforce Academy Partnership

Phone: (321) 394-0696

Email: jbauer@careersourcebrevard.com

#### 9. Modifications

This Contract may be modified at any time upon mutual written contract of the parties.

## 10. Laws and Regulations

Email: selina@pepuptech.org

PUT does hereby agree to comply with all applicable Federal, State and local laws, regulations and requirements which are in effect at the inception of this Contract or as may be promulgated or amended during its life.

#### 11. <u>Indemnification</u>

PUT and CSB acknowledge that each entity is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, PUT shall indemnify, defend, and hold harmless, and free from the liability, CSB, its officers, agents or employees while acting as such from all damages, costs and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services performed pursuant to this Contract except to the extent caused by the sole negligence of CSB. Nothing herein is intended to waive the rights, privileges, and immunities or the sovereign immunity of PUT, or CSB except to the extent waived by Section 768.28, Florida Statutes. This provision shall survive the termination of this Contract.

## 12. Confidentiality

In the event CSB receives a request for dissemination of PUT Confidential Information, CSB shall promptly notify PUT of such request, and shall refuse, to the extent permitted by law, to disclose the Confidential Information without the written consent of PUT. The Parties acknowledge that CSB is a federal and state funded organization and is subject to the Florida Public Records law, Florida Statutes Chapter 119, and that any record deemed public and subject to disclosure will be released if a proper request is made. Both parties agree to comply with the Family Educational Rights and Privacy Act (FERPA).

## 13. Assignment

Neither Party shall have the right to assign, transfer or delegate the duties under this Contract without the prior written consent of the other Party.

## 14. Severability

If any term or provision of this Contract shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Contract within the requirements of law, be deemed to be severable from the other terms and provision hereof, and the remainder of this Contract shall be given effect as if the parties had not included the severed term or provision herein.

## 14. Certifications

Upon signing this Contract, PUT will complete the attached Vendor Contract Assurances Addendum (Attachment 1) and abide by the terms contained herein.

If any term or provision of this Contract shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Contract within the requirements of law, be deemed to **Contract** 

The signatures below indicate contract with the terms and conditions of this Contract.

PepUp Tech, Inc.		Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard	
Selina Suarez	06 / 30 /	Marci Murphy	06 / 30 /
Selina Suarez Executive Director/Founder	Date	Marci Murphy President	Date

## **Signature Certificate**

Reference number: SX26V-F8AAB-ZUU8C-MADYS

Signer Timestamp Signature

Selina Suarez

Email: selina@pepuptech.org

 Sent:
 30 Jun 2022 14:58:12 UTC

 Viewed:
 30 Jun 2022 15:09:16 UTC

 Signed:
 30 Jun 2022 15:09:37 UTC

**Recipient Verification:** 

✓ Email verified 30 Jun 2022 15:09:16 UTC

Selina Suarez

IP address: 99.35.24.208

Location: West Palm Beach, United States

**Marci Murphy** 

Email: mmurphy@careersourcebrevard.com

 Sent:
 30 Jun 2022 14:58:12 UTC

 Viewed:
 30 Jun 2022 20:57:19 UTC

 Signed:
 30 Jun 2022 20:57:51 UTC

**Recipient Verification:** 

✓ Email verified 30 Jun 2022 20:57:19 UTC

Marci Murphy

IP address: 209.16.113.93 Location: Palm Bay, United States

Document completed by all parties on:

30 Jun 2022 20:57:51 UTC

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Signed with PandaDoc

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#### **VENDOR CONTRACT ASSURANCES ADDENDUM**

This addendum is part of the Get There Faster Salesforce Academy Partnership Contract by and between Brevard Workforce Development Board, Inc., d/b/a as CareerSource Brevard (CSB or Client) and PepUp Tech, Inc. (Vendor) for providing a training program described in the contract attached hereto. In consideration of the mutual covenant and stipulations set forth in the contract and addendum herein, the parties hereby agree as follows:

#### 1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by VENDOR and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P.L. 99-603), the Workforce Innovation and Opportunity Act (WIOA) of 2014, the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR Parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: VENDOR agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. VENDOR will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

#### 2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

VENDOR certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

- 3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS
  As a condition of funding from CSB under Title I of the WIOA, VENDOR assures that it will comply with the following:
  - 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination based on race, color or national origin.
  - 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination based disability.
  - 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. seq. which prohibits discrimination based on sex in educational programs.
  - 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination based on age.
  - 5) 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.
  - Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.
  - 7) The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
  - 8) Equal Employment Opportunity (EEO): The VENDOR agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the VENDOR to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
  - 9) VENDOR also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements VENDOR makes to carry out the WIOA Title I-financially assisted

program or activity. VENDOR understands that the United States has the right to seek judicial enforcement of this assurance.

## 4. CERTIFICATION REGARDING CLEAR AIR ACT, FEDERAL WATER POLLUTION CONTROL, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, VENDOR shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C 7401), Section 508 of the Clean Water Act as amended (33 USC 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The VENDOR shall report any violation of the above to the contract manager. Energy Efficiency: The VENDOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conversation Act (Public Law 94-163). VENDOR will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Action of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205). The VENDOR will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962). When applicable, if this Contract is in excess of \$150,000, VENDOR shall comply with all applicable standards, orders or regulations issued under the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.), as amended, Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violation of the above to the contract manager.

## 5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY

VENDOR shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and 29 CFR Part 93. When applicable, if this Contract is in excess of \$100,000, VENDOR must, prior to contract execution, complete the Byrd Anti-Lobbying Certification. See Appendix A to 29 CFR Part 95 and Appendix A to 45 CFR Part 74.17.

#### 6. CONFIDENTIALITY

It is understood that the VENDOR shall maintain the confidentiality of any information, regarding Client customers and the immediate family of any applicant or customer, that identifies or may be used to identify them, and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. VENDOR shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by Client for purposes related to the performance or evaluation of the Agreement may be divulged to Client or such parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the Client. No release of information by VENDOR, if such release is required by Federal or State law, shall be construed as a breach of this Section.

#### 7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

CSB, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

#### 8. MONITORING

At any time and as often as Client, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United State and the State of Florida, or their designated agency or representative may deem necessary, VENDOR shall make available all appropriate personnel for interviews

and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this Contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the VENDOR's expense, at reasonable locations as determined by Client. VENDOR shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from Client.

#### 9. PUBLIC ANNOUNCEMENTS AND ADVERTISING

VENDOR agrees that when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, VENDOR 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.

#### 10. PUBLIC ENTITY CRIMES

VENDOR shall comply with subsection 287.L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.Ot7, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### 11. THE PRO-CHILDREN ACT

VENDOR agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition not an administrative compliance order on the responsible entity. This clause is applicable to all approved subcontracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

#### 12. TERMINATION FOR DEFAULT/CONVENIENCE

This agreement may be terminated as follows:

- **a.** Either party may request termination of modified agreement upon 30 days prior written notice to the other party.
- **b.** CSB may unilaterally terminate or modify this agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this agreement is funded.
- c. CSB may unilaterally terminate this modified agreement at any time that it is determined that:
  - i. VENDOR fails to provide any of the services it has contracted to provide; or
  - ii. VENDOR fails to comply with the provisions of this agreement; or
  - iii. Such termination is in the best interest of CSB.
- **d.** Written notification of termination must be registered by mail, return receipt requested.

If VENDOR disagrees with the reasons for termination, they may file a grievance in writing within ten days of termination to CSB, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

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

In instances where VENDOR violates or breach modified agreement terms, CSB will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

## 13. PROCUREMENT OF RECOVERED MATERIALS

VENDOR 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.

#### 14. DOMESTIC PREFERENCES FOR PROCUREMENTS

VENDOR 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.

## 15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

VENDOR 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.

## 16. CERTIFICATION REGARDING LABOR STANDARDS FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

When applicable, for any construction contract in excess of \$2,000 and required by Federal program legislation, for all laborers, mechanics, employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contractor, and subject to the provisions of the federal acts and regulations listed in this paragraph, VENDOR shall compensate wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. See 40 U.S.C. 3141-3144, and 3146-3148, as supplemented by Department of Labor regulations and 29 CFR Part 5.

When applicable, for any construction contract in excess of \$2,000, VENDOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. See Copeland Anti-Kick Back at 18 U.S.C. 874, 40 U.S.C. 276c and 40 U.S.C. 3145, as supplemented by Department of Labor regulations and 29 CFR Part 3.

When applicable, for any contract in excess of \$100,000 that involve the employment of mechanics or laborers, VENDOR shall compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. See Contract Work Hours and Safety Standards Act at 40 U.S.C. 3701-3708.

Authorized Signature:	Selina Suarez	Date:	06 / 30 /

Authorized Representative Name & Title: Selina Suarez, Executive Director/Founder

# **Signature Certificate**

Reference number: SX26V-F8AAB-ZUU8C-MADYS

Signer Timestamp Signature

Selina Suarez

Email: selina@pepuptech.org

 Sent:
 30 Jun 2022 14:58:12 UTC

 Viewed:
 30 Jun 2022 15:09:16 UTC

 Signed:
 30 Jun 2022 15:09:37 UTC

**Recipient Verification:** 

✓ Email verified 30 Jun 2022 15:09:16 UTC

Selina Suarez

IP address: 99.35.24.208

Location: West Palm Beach, United States

Document completed by all parties on:

30 Jun 2022 15:09:37 UTC

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