

**Contract Between
Workforce Florida, Incorporated
And
(Company Name)**

Contract Name: IWT 11/12XXXX
CFDA#: 17.258, 17.259, 17.260
Total Funding: \$XX,XXX
Fund Source: WIA State Level

I. Parties. The parties to this Contract are Workforce Florida, Incorporated (WFI), hereinafter referred to as “Workforce Florida” or “WFI”, and (Company Name), hereinafter, referred to as the “Contractor.”

II. Term. This Contract shall commence on (Insert Date) and shall expire on (Insert Date). Training may begin as of the Contract commencement date; however, no grant funds may be disbursed for program expenses incurred prior to the final execution of this Agreement.

III. Scope of Contract. WFI is empowered by provisions of Section 445.003, Florida Statutes, to administer the Incumbent Worker Training Program, as authorized under the federal Workforce Investment Act (WIA) of 1998, Public LAW 105-220, for the purpose of providing grant funding for continuing education and training of incumbent employees at existing Florida businesses. (A copy of 445.003 is attached and incorporated by this reference as Attachment A.)

WFI has received Contractor’s application dated (Insert Date) demonstrating that it is a qualified business eligible to receive grant funding and that Contractor is committed to training XX (#) full-time, incumbent workers as described in the approved application. (A copy of which is attached hereto and incorporated herein as Attachment B.)

Contractor warrants that the information set forth in the application, Attachment B is true, correct and complete in all material aspects and that such application may only be amended by prior approval of WFI and subject to mutual agreement by all parties.

IV. Attachments. The parties agree to comply with all the terms and conditions of this Contract including and incorporating herein, the specified attachments listed below:

- Attachment A—FS 445.003
- Attachment B—IWT Application
- Attachment C – Approved IWT Budget
- Attachment D—Assurances and Certifications

V. Priority of Contract Documents. The parties agree that this Contract document, Contract For Services Between Workforce Florida, Inc., is the controlling document over any of the Attachments to this document. Whenever possible, the Contract Terms & Conditions and the Attachments should be interpreted to be consistent with each other. However, if there is an

irreconcilable conflict, the Contract is the prevailing document over any of the Attachments. Should there arise a dispute or a contradiction between this Contract document and the Attachments, the order of precedence, one over the other shall be:

First, this Contract document including Attachment A; Second, Attachment C; Third, Attachment B; Fourth, Attachment D.

VI. Payment for Services. The Contract amount, not to exceed \$XX,XXX is to be paid by WFI based on the Approved IWT Budget, Attachment C. These funds shall be expended solely for the purpose of the Approved IWT Budget on a reimbursement and performance method of payment.

Payments shall be made to Contractor on a reimbursement and performance basis.

Contractor will submit to WFI monthly: a cumulative expenditure report, a cumulative trainee information form, trainee sign-in sheets, copies of paid invoices (including documentation of expenditures in such detail as to provide for a proper pre-audit and post-audit), and proof of payment by Contractor for its portion of the training costs.

At least 50% of the committed number of trainees (#) must be trained and properly reported to WFI and at least 50% of the award amount (\$XXX,XXX.00) must be reimbursed no later than six months from the date of grant approval (See II. Term). Failure to do so may result in the termination of this Contract by WFI, unless special arrangements have been made with the Incumbent Worker Training Coordinator.

Monthly cost reimbursement payments may be withheld if the percent of funds requested exceeds the percent of trainees trained. Withheld funds will be reimbursed when the trainee count increases to an appropriate percentage level and program goals have been met in accordance with Attachment B.

Contractor shall submit the final invoice for reimbursement no later than 60 days upon completion of training or within 60 days of the expiration of this Contract, whichever occurs first. If the final trainee count does not equal or exceed the committed number, reimbursement will be lowered on a percentage basis. WFI shall withhold final payment until a final report is submitted and all performance criteria specified have been achieved.

VII. Contract Expenditures. This Contract establishes a vendor relationship as contemplated by Federal OMB Circular A-133 between WFI and the Contractor. Florida law requires that WFI contracts are performance-based, meaning that WFI pays for the provision of specified services rather than reimbursing the Contractor's expenses. This Contract is therefore a fixed unit price contract. In this regard, payments and appropriate documentation relate directly to the budget in Attachment C, Approved IWT Budget. WFI will exercise due diligence to review performances and required documentation submitted by the Contractor and to process payments in a timely manner. If there arises a discrepancy with the required documentation that precludes the processing of the invoice or a portion of the invoice for payment, WFI's contract manager will notify the Contractor's contract manager of the discrepancy. Such discrepancy must be corrected before payment is made.

Workforce Florida retains a contractual agreement with an administrative entity that requires the administrative entity to issue a payment warrant within fifteen (15) days after receipt of a payment request from Workforce Florida.

VIII. Requirements of Contractor. During the term of this Contract, Contractor agrees to:

- a) Comply with all applicable federal, state and local laws; and
- b) Cooperate with WFI to ensure the successful delivery of the training program. Specific training objectives are described in Attachment B, which includes the provisions required by Section 445.003, Florida Statutes.
- c) Provide WFI with the following reporting requirements

Six-Month Status Report – The Contractor shall provide WFI with a six (6)-month status report, which is due on or before the six (6)-month point from the date of grant approval. This report is not a replacement for the other reports and audits, which may be required elsewhere in this Contract. Such report shall specify:

- a) An accounting of actual expenditures and trainees to date; and
- b) An accounting of anticipated expenditures to be requested and trainees to be trained through the duration of the grant term

Final Program and Budget Report—Within 60 days of completion of training, or within 60 days of the expiration of this Contract, whichever occurs first, Contractor will provide WFI with a certification that the training program has been completed in compliance with the terms and conditions of this Contract. Contractor shall also provide an evaluation of WFI staff and services received. Further, Contractor will provide a report, which shall specify:

- a) A summary of the actual total training program costs and the total funds transferred to Contractor by WFI pursuant to this Contract;
- b) The actual number of incumbent employees trained by Contractor in conjunction with this training program;
- c) Sufficient documentation for identification of all participants that would allow access through the automated student databases pursuant to Section 1008.39 Florida Statutes or electronic listings by social security number for calculation of performance measures and any other outcomes deemed pertinent to WFI; and
- d) WIA participant documentation forms

IX. Contract Management. The following individuals shall serve as Contract Managers for this Contract. They shall be the point of contact for the parties on all matters regarding the terms and conditions which may arise from the Contract:

**For Workforce Florida:
IWT Program Coordinator
Workforce Florida, Inc.
1580 Waldo Palmer Lane, Suite 1**

Tallahassee, Florida 32308

**For the Contractor:
(Company Contact, Title)
(Company Name)
(Company Address)**

In the event that a different representative is designated by either party after execution of this Contract, notice of the name and contact information of the new representative shall be timely provided to the other party.

X. Liability. WFI's liability under this Contract is contingent upon the continued availability of legislatively appropriated and allocated funds. Contractor agrees that WFI shall be the final determiner of the availability of such funds.

Contractor assumes the risk of any claims, suits, judgments or damages arising from Contractor's performance of, or failure to perform, the tasks and duties which are the subject of this Contract or from Contractor's participation in the program.

XI. Contract Modifications. Modifications to this Contract shall only be valid when they have been rendered in writing and signed before the expiration, cancellation or termination of the contract by all original signers, their duly authorized successors or their designees. The parties agree to renegotiate this Contract if revisions of any applicable laws, regulations or increases/decreases in allocations make changes in this Contract necessary. There are no obligations to agree by either party. WFI shall be the final authority as to the availability of funds for this Contract.

XII. Contract Renewal. No provision for automatic renewal of this Contract shall be effective.

XIII. Contract Extension. No provision for extension of this Contract shall be effective.

XIV. Cancellation For Convenience. WFI or the Contractor may, without cause, unilaterally cancel or terminate this Contract by providing the other party thirty (30) days notice in compliance with Paragraph XVII. Notice. In the event funds to finance this Contract become unavailable, WFI may terminate the Contract upon no less than five (5) business days notice to the Contractor. WFI shall be the final authority as to the availability of funds for this Contract, per Paragraph X. Liability. In the event of termination prior to the expiration date, WFI will pay for approved deliverables that are completed timely prior to such termination.

XV. Termination For Cause. If the Contractor breaches the performance of any duty, obligation, covenant or agreement, then WFI may, but is not obligated to, terminate the Contract for non-performance or breach and may also pursue penalties for non-performance or breach to the extent allowable under the Florida Statutes. Prior to termination, WFI shall provide the Contractor a notice of the alleged non-performance and/or breach issues and will provide a date certain for remedying these issues. The Contractor shall remedy the non-performance or breach and shall provide written notice to WFI of such remedy by the date provided by WFI. If the non-

performance or breach is not corrected by the date provided (or the Contractor fails to provide notice of such remedy), WFI may, by written notice to the Contractor, terminate the Contract upon 24 hours notice.

XVI. Waiver. Waiver of breach of any provision of this Contract by WFI shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit WFI's rights to remedies at law or to damages.

XVII. Notice. Any notice required or performed pursuant to this Contract shall be in writing and delivery shall be by: U. S. certified mail, return receipt requested, or; by commercial express mail or; in person. Proof of delivery shall be presumed if indicated by the signature of a Contractor or WFI's officer, employee, agent or attorney, but may be proved by other means.

XVIII. Legal Action. In the event of a dispute between the parties which cannot be resolved through discussions between the parties and which would otherwise lead to litigation, both parties agree to submit such issues to non-binding mediation prior to taking any action at law or in equity. With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Contract shall be governed by, and be consistent with, the laws of the State of Florida, both procedural and substantive. The parties further agree that Leon County shall be the venue of any legal action between the parties, and that this Contract shall be read, interpreted, and construed in accordance with the laws of the State of Florida.

XIX. Indemnification/Hold Harmless. The Contractor hereby agrees to indemnify and hold harmless, to the extent permitted by Section 768.28, Florida Statutes and other applicable Florida law, WFI, their employees, officers, agents, and assigns from all claims, liabilities, losses, damages, injury and costs of any nature whatsoever, including reasonable attorney fees and legal costs arising from, resulting from or in any way connected or associated with this Contract, when such claims, liabilities, losses, damages, injury or costs are due or claimed to be due solely or in part to the acts of the Contractor, its officers, employees, agents, subcontractors, and/or assigns.

XX. Records. WFI, the Governor of the State of Florida, the Department of Financial Services of the State of Florida, the Auditor General of the State of Florida, or any duly authorized representatives shall have access, for purposes of examination, to any books, documents, papers and records (both paper and electronic) of the Contractor as they may relate to this Contract. If the Contract funds are federally funded in their origin, for the purposes described in this section, "duly authorized representatives" shall include appropriate federal entities.

The Contractor acknowledges that data which identifies a program client or employer is confidential under the provisions of Section 443.171 (5), Florida Statutes, and under various federal program rules and regulations, including 45 CFR 205.50 and Section 185 of the Workforce Investment Act. Such data may not be released by the Contractor to anyone other than WFI or as may be specifically prescribed by WFI in writing. The Contractor shall employ sufficient internal controls to maintain the confidentiality of these data. WFI may terminate this Contract for Contractor's failure to maintain the required confidentiality of the Contract records.

WFI may unilaterally cancel this Contract for refusal by the Contractor to allow public access as described above to all non-confidential documents, papers, letters or other materials originated or received by the Contractor under this Contract subject to the provisions of Chapter 119, Florida Statutes.

All records, documents, reports, notes or other written materials either prepared or maintained by the Contractor for the administration and management of this Contract, or certified copies thereof, shall be provided intact and at cost to WFI upon the written request of WFI at the time of Contract cancellation, termination or completion. The Contractor is under no obligation to provide these materials without the expressed written request of WFI. All materials associated with this Contract shall be retained by the Contractor for a minimum of five (5) years from the date this Contract ends.

XXI. Nondiscrimination. Executive Order 11246, as amended by Executive Order 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 contractor/subcontractor 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.

XXII. Ownership of Contract Materials. The parties agree that any products developed or modified under this Contract shall be the property of WFI. At WFI's discretion, the Contractor may be granted a license to use products developed by the Contractor under this Contract.

XXIII. Program Income. The Workforce Investment Act funding allocation for this contract requires that any income from this program, including any revenue earned in excess of costs incurred for services, must be added to the contract funds to support this program by either providing additional services or remitting said revenue to Workforce Florida's fiscal agent with the final contract closeout report.

XXIV. 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 a federally funded grant, including a sub grant or contract under the grant or sub grant; and ii) any rights of copyright to which the grantee, sub grantee 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 is 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 federal grant funds:

This workforce solution was funded by a grant awarded by the U.S. Department 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 pursuant to the terms of the grant contract. Any uses require the prior authorization of the copyright owner.

XXV. General Conditions.

- a) As required by Section 1008.39, Florida Statutes, Contractor will allow WFI to access information specific to the wages and performance of participants upon completion of the training program for evaluation purposes. However, as specified in Section 1008.39, Florida Statutes, information disclosing the identity of the person to whom the information pertains or disclosing the identity of the person's employer is confidential and exempt from the provisions of Section 119.07, Florida Statutes. Any evaluations published subsequent to the training program may not identify the employer or any individual participant.
- b) Contractor acknowledges and agrees that any expenses incurred above and beyond the grant funds shall be borne and paid by Contractor. Contractor will be liable for any project funds used for purposes other than payment of costs listed in the approved budget, Attachment C.
- c) Contractor is encouraged to utilize "minority business enterprises", as defined in section 288.703, Florida Statutes, as subcontractors or sub vendors when permitted under this Contract and should report all such usage to WFI.
- d) The following activities shall not be funded with any of the grant funds: a) trainees' salaries; b) purchase of equipment, software, furniture or fixtures; c) travel and related incidental costs; and d) lobbying of state or federal legislatures, judiciaries or agencies.
- e) Any organization or entity, whether public or private, which sponsors a program financed partially by state funds or funds obtained for a state agency, in publicizing, advertising or describing of the sponsorship of this project, the following statement shall be used "Sponsorship by Contractor, Workforce Florida, Inc. and the State of Florida." If the sponsorship referenced is written material, the words "State of Florida" shall appear in the same size letters or type as the name of the organization.
- f) When issuing press releases, statements, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

- g) Limitations on the recovery of damages which are specifically provided by Florida Statute or general law or established by rulings of Florida courts shall apply to this Contract. No provision of this Contract shall be construed as a waiver by WFI of any right, defense or claim which WFI may have in any litigation arising under the Contract, nor shall any Contract provision be construed as a waiver by WFI of any right to initiate litigation.

For Contractor:

Authorized Signature

Type/Print Name: _____

Title: _____

For Workforce Florida, Inc.:

Chris Hart IV, President, Workforce Florida Inc.

Attachment A

Section 445.003

3. The Incumbent Worker Training Program is created for the purpose of providing grant funding for continuing education and training of incumbent employees at existing Florida businesses. The program will provide reimbursement grants to businesses that pay for preapproved, direct, training-related costs.
 - a. The Incumbent Worker Training Program will be administered by Workforce Florida, Inc. Workforce Florida, Inc., at its discretion, may contract with a private business organization to serve as grant administrator.
 - b. To be eligible for the program's grant funding, a business must have been in operation in Florida for a minimum of 1 year prior to the application for grant funding; have at least one full-time employee; demonstrate financial viability; and be current on all state tax obligations. Priority for funding shall be given to businesses with 25 employees or fewer, businesses in rural areas, businesses in distressed inner-city areas, businesses in a qualified targeted industry, businesses whose grant proposals represent a significant upgrade in employee skills, or businesses whose grant proposals represent a significant layoff avoidance strategy.
 - c. All costs reimbursed by the program must be preapproved by Workforce Florida, Inc., or the grant administrator. The program will not reimburse businesses for trainee wages, the purchase of capital equipment, or the purchase of any item or service that may possibly be used outside the training project. A business approved for a grant may be reimbursed for preapproved, direct, training-related costs including tuition; fees; books and training materials; and overhead or indirect costs not to exceed 5 percent of the grant amount.
 - d. A business that is selected to receive grant funding must provide a matching contribution to the training project, including, but not limited to, wages paid to trainees or the purchase of capital equipment used in the training project; must sign an agreement with Workforce Florida, Inc., or the grant administrator to complete the training project as proposed in the application; must keep accurate records of the project's implementation process; and must submit monthly or quarterly reimbursement requests with required documentation.
 - e. All Incumbent Worker Training Program grant projects shall be performance-based with specific measurable performance outcomes, including completion of the training project and job retention. Workforce Florida, Inc., or the grant administrator shall withhold the final payment to the grantee until a final grant report is submitted and all performance criteria specified in the grant contract have been achieved.
 - f. Workforce Florida, Inc. may establish guidelines necessary to implement the Incumbent Worker Training Program.
 - g. No more than 10 percent of the Incumbent worker Training Program's total appropriation may be used for overhead or indirect purposes.

Attachment B

Attachment C

Attachment D

**ASSURANCES AND CERTIFICATIONS
VENDOR CONTRACTUAL AGREEMENTS**

The grantor will not award a contract where the Contractor has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply, as applicable, with the following:

- A. Assurances – Non-Construction Programs (SF 424 B)**
- B. Debarment and Suspension Certification (29 CFR Part 98)**
- C. Certification Regarding Lobbying (29 CFR Part 93)**
- D. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)**
- E. Certification regarding Public Entity Crimes (Chapter 287.133 F.S.)**
- F. Energy Policy and Conservation Act (Public Law 94-163 and 29 CFR Part 97.36)**

By signing the contract, the Contractor is providing the above assurances and certifications as detailed below:

- A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.** NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for

Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. 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 sub agreements.
5. The Rights to inventions made under this contract are subject to the provisions of 2 CFR Part 215.48(e), Appendix A, and the Contractor agrees to comply with said provisions.
6. 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 (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
7. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
8. Will comply with all applicable requirements of all Federal laws, executive order, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The prospective Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal [or plan].

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned (i.e. Contractor) certifies, to the best of his or her knowledge and belief, that:

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 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.

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 employees of Congress, or 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.

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.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

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

(1) Section 188 of the Workforce Investment Act of 1998 (WIA) 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 WIA Title I B financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

E. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES

Contractor affirms that at no time has it been convicted of a Public Entity Crime pursuant to Section 287.133(2)(a), Florida Statutes, and recognizes that such a conviction during the term of this Agreement shall be a material default and may result in termination of this agreement.

F. ENERGY POLICY AND CONSERVATION ACT

As a condition of the Contract the Contractor assures that it will comply to the provisions of the Energy Policy and Conservation Act. These include but are not limited to: (a) Public law 94-163; (b) US Code Title 42 Chapter 77; and (c) 29 CFR Part 97.36.

The Contractor 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 WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that the State of Florida and the United States have the right to seek judicial enforcement of the assurance.

Signed:

Title:

***** End of Attachment-Vendor Assurances and Certifications *****