

ATTACHMENT I GENERAL PROVISIONS

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I. CONTRACTOR ASSURANCES

A. General Agreements

Contractor shall provide services and/or training within the contract period and in accordance with the Statement of Work, Attachment 2 and within the parameters of the Agreement of Payment, Attachment 3.

B. Laws and Regulations

- The Contractor warrants that all its activities and the activities of its FCWD approved subcontractors under this contract shall be conducted in conformance with the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovations Act of 2000 (Title XXI Chapter 445, Florida Laws) and subsequent amendments, 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, the Statement of Work and all other terms of this contract; all applicable Federal, State and local laws, regulations, directives, 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 other laws, ordinances, regulations, and licensing requirements including state and federal safety, health, and personal protective equipment requirements. When determining applicability, all programs and activities funded, or otherwise financially assisted, in whole or part, under Welfare Transition Program, are considered to be programs and activities receiving federal financial assistance.
- Contractor shall comply with the Americans with Disabilities Act, (42 U.S.C., 12101 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.
- Contractor shall comply fully with nondiscrimination and equal opportunity laws, 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, creed, 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 and the Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, and 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. 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 1972, as amended; Section 654 of the Omnibus Reconciliation Act of 1981, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws.
- If this contract is for an amount over \$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.), Executive Order 11738 and Environmental Protection Agency regulations (400 CFR Part 15). The Contractor shall report any violations of the above to FCWD.
- Contractor shall not employ unauthorized aliens, which is considered a violation of section 274A (e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract by FCWD.
- Contractor has an obligation to utilize the US Department of Homeland Security's E-Verify System for all newly hired employees in accordance with section 448.095, Florida Statutes. By executing this agreement, Contractor certifies that it is registered with, and uses, the E-Verify System for all newly hired employees. Contractor must obtain and maintain an affidavit of compliance from any Subcontractor for the duration of this agreement. This provision serves as notice regarding: (i) the requirements of section 448.095, specifically subparagraph (2)(c)1 thereof, and (ii) our obligation to terminate this contract if we have a good faith belief that Contractor has knowingly violated section 448.095(1.) If terminated for such reason, Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. We will promptly notify Contractor and order the immediate termination of the contract between the Contractor and a Subcontractor performing work in its behalf for this contract should we have good faith belief that the Subcontractor has knowingly violated section 448.095(1.)
- Contractor understands it is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC).

8. Contractor understands it is a crime to alter, cover up, falsify, or destroy any document that may be relevant to any official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).
9. Contractor 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 Conservation Act, Pub. L. 94-163.
10. Contractor shall utilize a cost allocation methodology which assures FCWD is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this agreement. The cost allocation plan will be tested as part of FCWD's review of the contractor's program. The cost allocation plan will be reviewed and approved by FCWD and be in compliance with OMB circulars.
11. Contractor will comply with the Davis-Bacon act as amended (40 U.S.C. 276a-7) and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR Part 5 regarding labor standards for federally assisted construction sub agreements, as applicable.
12. **ETA Salary Limitation Certification & Sworn Statement Pursuant to Public Law 109-149 Section 101 & 2 CFR 200.** Contractor certifies Contractor is in compliance with Public Law 109-234, 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 June 15, 2006 shall be used by a recipient or sub-recipient 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.
13. **Construction or Renovation of Facilities Using Program Funds:** The Contractor is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.
14. **Resource Conservation and Recovery Act (RCRA):** Under RCRA (Pub. L. 94-580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
15. The Contractor shall comply with the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104 (g), 2 CFR 175).
16. The Contractor agrees to comply with the Veteran's Priority of Service Provisions (38 U.S.C. 4215 and 20 CFR 1010).
17. The Contractor agrees to comply with OMB circular 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
18. **Equal Treatment for Faith-Based Organizations:** Contractor 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.
19. **Purchase of American-Made Equipment and Products:** The contractor assures that, to the greatest extent practical, all equipment and products purchased with funds made available in this Act will be American-made (P.L. 103 -333 §507).
20. The Contractor shall utilize an approved federally recognized indirect cost rate, a rate negotiated between FCWD and the contractor, or a de minimis indirect cost rate in accordance with 2 CFR 200.
21. **Pro-Children Act:** Contractor 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 of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law 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.
22. The contract complies with the provision of the Stevens Amendment as specified in P.L. 115-31, Division H, Title V, Section 505; P.L. 103-333 §508 (Applicable to all procurements.)
23. **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.
24. **DOMESTIC PREFERENCES 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.
25. **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.
26. Contractor agrees to follow 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.

C. Audits

1. Non-Profit, Governmental and Education Entities

If this award is made to a non-profit, governmental or institution of higher education, and if this Contractor receives \$750,000 or more in a fiscal year in federal financial assistance to operate a federal program, the federal cost principles and audit requirements of 2 CFR 200 shall be adhered to. The Contractor shall provide for a program specific independent financial and compliance audit conducted and prepared in accordance with generally accepted government auditing standards.

2. 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 a Single Audit or program specific independent financial and compliance audit conducted and prepared in accordance with generally accepted government auditing standards.

3. Audit and Monitoring Reports

- a) 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.
- b) If an official audit or monitoring report identifies unacceptable accounting practices and/or records management, FCWD reserves the right to withhold any or all reimbursement from the Contractor until such time as the accounting practices and/or records management are improved to the satisfaction of FCWD.
- c) Contractor will implement a system for monitoring fiscal, participant and program activities for compliance with this contract. Contractor will maintain documentation to verify completion of monitoring activities.
- d) The Contractor will respond in writing to monitoring reports and requests for corrective action plans within ten (10) business days after the receipt of the monitoring report from FCWD.

D. Record Keeping

Contractor will be responsible for maintaining all financial records, statistical records, property records, applicant and 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 equipment 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 FCWD 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 FCWD in writing and request instructions.

E. Access to Records

1. At any time during normal business hours and as often as FCWD, the State of Florida, United States Department of Labor, Comptroller 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 participants' books, documents, papers and records (including computer records), or other data 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 FCWD.
2. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119 of the Florida Statutes and made or received by the Contractor in conjunction with this contract. Denial of this access shall be grounds for immediate unilateral cancellation of this contract by FCWD.

F. Confidentiality

The contractor shall adhere to the provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws that govern disclosure of any confidential information. The contractor shall implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this contract. Contractor shall not disclose any information concerning an applicant or participant for any purpose not in conformity with the state and federal regulations, except upon receipt of a written request and upon written consent of the recipient or his responsible parent or guardian when authorized by law. This information may be made available upon consent of FCWD to other entities to affect the appropriate delivery of services to the applicant or customer.

G. Internal Financial Control

1. Contractor shall be responsible for implementing procedures and internal financial controls governing the management and utilization of the funds provided hereunder. Contractor shall maintain its books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by FCWD under this contract.
2. Contractor shall track costs in sufficient detail to determine compliance with applicable laws and regulations and to ensure that the funds have been lawfully spent. All expenditures must be in accordance with the applicable OMB Cost Principles.
3. Contractor shall maintain separate accounting records for funds received and expended under this contract.

H. Reimbursement Request and Close-out Reports

All reimbursement requests and close-out reports shall be submitted to FCWD's Administrative Office 1845 Town Center Blvd., Suite 250, Fleming Island, FL. 32003, including, but not limited to:

1. **Reimbursement Request:** Contractor shall submit to FCWD a monthly reimbursement request that is in sufficient detail for a proper pre-audit and post audit thereof. This Reimbursement Request and any back-up documentation of paid costs and/or performance deliverables shall be submitted as specified herein and in the Agreement of Payment. The Contract Manager shall review and accept

the contract units of deliverables prior to payment. FCWD may reduce the amount to be paid in proportion to the Contractor's failure to achieve specified performance measures.

Services and/or training paid in full or in part under any other contract or from any other source are not eligible for payment under this contract.

FCWD reserves the right to refuse to reimburse the Contractor for any Payment Request not submitted within thirty-five (35) calendar days after contract termination.

2. Final Reimbursement Request and Contract Close-Out Report: Contractor shall submit to FCWD a final invoice and a Contract Close-Out Report within thirty-five (35) calendar days after contract termination. If the Contractor fails to do so, all rights to payment will be forfeited and FCWD may not honor any requests submitted after the aforesaid time period. 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 approved by FCWD.

The Contract Close-out Report will summarize all reimbursement requests, actual expenses, inventory, and other items pertinent to the close out of this contract with FCWD.

3. Program Income Report: The Contractor shall submit to FCWD a Program Income Report within thirty-five (35) calendar days after contract termination detailing any program income generated from activities covered under 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 FCWD.

I. Disallowed Costs/Return of Funds

1. Contractor shall return to FCWD any overpayment due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the Contractor by FCWD 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 this contract and according to FCWD's Audit Resolution/Debt Collection Policy. FCWD 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 reimbursed by FCWD shall be returned to FCWD within ten (10) business 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.
3. Should repayment not be made in a timely manner, FCWD will charge interest of one (1) percent per month compounded on the outstanding balance forty (40) calendar days after the date of notification.

J. Program Income

Revenues generated through activities funded under this contract in excess of costs are to be treated as program income in accordance with FCWD Program Income Policy.

K. Insurance

Contractor shall maintain, in a format approved by FCWD, satisfactory evidence that the following insurance coverages, as appropriate, are in force and will not be canceled without thirty (30) calendar days written notice to FCWD. FCWD 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 FCWD 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 FCWD 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 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. Bonding: Contractor shall carry an Employee Fidelity Bond on every officer, director, agent, or employee authorized to receive or deposit these funds or issue financial documents, checks, or other instruments of payment of program costs. Bond shall be in the amount of \$100,000 or the total amount of this contract, whichever is less. The bond shall be effective prior to any contract payment and for at least three (3) months after this contract terminates.

The Contractor shall assure and require that all subcontractors maintain the same type of insurance.

5. Equipment: All equipment received from FCWD and used by Contractor under this contract shall be insured against fire, theft, and destruction equal to the full replacement cost.

L. Purchasing

All purchasing of goods and services must be in compliance with FCWD procurement guidelines or Contractor's procurement policy if the Contractor's policy is approved in advance. Records must be maintained to document procurement efforts to comply with this requirement.

M. Equipment

The use of contract funds to purchase equipment, as defined by 2 CFR 200, is prohibited without prior written approval of FCWD. Contractor shall maintain an up-to-date inventory of all property purchased under this contract. All such property shall be returned to FCWD, unless otherwise authorized in writing by FCWD. No such property shall be disposed of without written authorization from FCWD.

N. Use of Supplies

Any consumable supplies purchased under this contract or provided by FCWD for use in delivering the services under this contract shall be used exclusively for program purposes unless another use agreement has been made part of this contract. These supplies shall remain the property of FCWD.

O. Copyrights, Patent Rights and Rights to Data

FCWD reserves royalty-free, exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use a) the copyright in any work or materials developed under this contract; and b) any rights of copyright to which the Contractor purchased ownership with funds provided under this contract.

FCWD shall have exclusive, nontransferable, irrevocable, paid-up license to any patentable discovery or invention that arises or is developed under this contract. FCWD shall have unlimited rights to any data first produced or delivered under this contract.

Notwithstanding the forgoing, FCWD shall not obtain ownership or unlimited rights in any previously developed proprietary or confidential information or software of the Contractor, or restricted third-party information or software, utilized by the Contractor in the performance of this contract.

P. Assignment and Subcontracts

Contractor shall not subcontract, assign, or transfer any rights or responsibilities under this contract or any portion thereof without the prior written approval of FCWD, unless otherwise authorized by this contract. The Contractor shall submit a written subcontract to FCWD for approval prior to its execution. Including the names of potential subcontractors in a response to a request for proposal does not relieve the Contractor from obtaining this written approval.

FCWD reserves the right to reject the subcontracting of certain services or training and the use of particular subcontractors.

In no case shall such approval from FCWD relieve the Contractor from its obligation under this contract or change the terms of this contract. The Contractor shall ensure that all applicable provisions of this contract are binding upon all approved subcontractors. It is understood that FCWD shall not be liable to any subcontractor(s) for any expense or liabilities incurred under the subcontract.

Q. Conflict of Interest

1. No Contractor or subcontractor representative serving on FCWD Board of Directors or any of its committees shall discuss or cast a vote on the provision of services and/or training by the Contractor or its subcontractor(s), 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 of FCWD or its committees on decisions benefiting the Contractor.
2. No Contractor's 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.
3. Contractor may not hire a person in an administrative capacity, staff position, work experience, work supplementation or on-the-job training position funded under the Welfare Transition Program Act if a member of that person's immediate family is employed in an administrative capacity for FCWD or the Contractor. Prior to employing or assigning any individual to any position or activity related to any of Contractor's employees a written request shall be forwarded to FCWD's Legal Department seeking a written opinion regarding the allowability of the desired action on the part of Contractor. Contractor shall be bound by the written opinion issued by the FCWD President.
4. The contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts in accordance with 29 CFR 95.42 or abide by FCWD's code of conduct.

R. Indemnification

1. The Contractor agrees to be liable for, defend and indemnify FCWD and all FCWD's officers, agents, or employees against all claims, losses, suits, judgments, or damages, including the cost of administrative proceedings, court costs and attorney's fees, arising out of any acts, actions, negligence or omissions by the Contractor, and its agents, subcontractors, or employees, during the performance of this contract. Where the Contractor and FCWD commit joint negligent acts or omissions, the Contractor shall not be liable for nor have the obligation to defend FCWD with respect to that part of the joint negligent act or omission committed by FCWD. In no event shall the Contractor be liable for or have any obligation to defend FCWD against such claims, suits, judgments, or damages, including costs and attorney's fees, arising out of the sole negligent or intentional acts or omissions of FCWD.
2. Paragraph R.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 tortuous acts that result in claims or suits against FCWD and agrees to be liable for any damages proximately caused by said acts or omissions. In the event that FCWD 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 FCWD, or there are insufficient funds from which the Contractor can fully compensate FCWD, the Contractor agrees to make a good faith effort to seek an appropriation from the legislature sufficient to fully reimburse FCWD 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's inability to evaluate liability or its evaluation of liability shall not excuse the Contractor's duty to defend and indemnify within seven (7) calendar days after such notice by FCWD is given by certified mail. Only adjudication or judgment after the highest appeal is exhausted specifically finding the Contractor not liable shall excuse the performance of this provision. FCWD's failure to notify the Contractor of a claim shall not release the Contractor of the above duty to defend.
4. The Contractor agrees that it is an independent Contractor of FCWD and not an agent or employee.

S. Religious, Political and Lobbying Activity

No funds made available under this contract shall be used for lobbying of federal, state, or local legislatures to influence legislation or appropriations; or to raise funds, or to promote, assist, or deter union organizing – Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), 29 CFR Part 93, and 45 CFR Part 93, Lobbying (216.347, F.S. 200.450).

The employment or training of any participants in sectarian activities is prohibited. Nor shall any participant be employed to carry out the construction, operation, or maintenance of any part of any facility that is or will be used for sectarian instruction or as a place for religious worship.

The contractor will comply with the provision of the Hatch Act (5 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.

T. Public Entity Crimes / Never Contract With The Enemy

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 on a contract to provide any goods or services, may not submit bids on leases of real property, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a FCWD contract for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

Contractor agrees to comply with regulations implementing Never Contract with the Enemy in [2 CFR part 183](#). The regulations in [2 CFR part 183](#) affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

U. 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 served under this contract. Where participants or employees covered under this contract are engaged in activities not covered under the Occupational Health and Safety 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.

V. 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, or status as a participant.

W. Grievance and Complaint Procedures

Contractor shall adhere to and comply with FCWD grievance and complaint procedures that were promulgated by Florida State, Office of Civil Rights. Contractor shall ensure that all participants served under this contract are properly informed of their rights and benefits, including the right to file a grievance or a complaint with FCWD.

X. Sponsorship, Public Announcement, and Advertising

Contractor shall not publicize, advertise, or describe the training and/or services funded under this contract, without prior approval from FCWD. The Contractor agrees to use the CareerSource brand name and will adhere to all marketing strategies implemented by FCWD. 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.

Y. Knowledge of Terms of this Contract

The Contractor shall take such actions as are necessary to ensure the knowledge and understanding of the terms of this contract by all staff of the Contractor and any subcontractor(s) if approved by FCWD.

Z. Incident Reporting

Known or suspected incidents of fraud, program abuse or criminal conduct shall be reported to FCWD immediately.

To assure compliance with Chapter 415, Florida Statutes, an employee of the Contractor who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Central Abuse Registry and Tracking System of the Department of Children and Families on the statewide toll-free telephone number 1 (800) 96ABUSE.

The Contractor shall, in accordance with the client risk prevention system, report those reportable situations listed in HRSR 215-6 Paragraph 5, in the manner prescribed in HRSR 215-6.

AA. Enforcement of Contract Provisions

The failure of FCWD 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 FCWD to thereafter enforce each and every provision herein.

BB. Warranty

The Contractor covenants and warrants:

1. It is lawfully organized and constituted under all federal, state, and local laws, ordinances and other authorities of its domicile and otherwise in full compliance with all legal requirements of its domicile;
2. It is possessed of the legal authority and capacity to enter into and perform this contract;
3. It is duly authorized to operate and do business in the State of Florida; and

4. It has no present interest, nor shall it acquire any interest which would conflict in any manner with its duties and obligations under his contract.

II. MUTUAL ASSURANCES

A. Amendments, Modifications and Contract Extension

1. FCWD reserves the authority to amend or modify this contract with written bilateral agreement of the Contractor. Reimbursements and the total dollar amount may be adjusted retroactively to reflect cost increases when these have been established through the appropriate process and subsequently identified in a modification to the Contractor's budget.
2. Mandatory changes in regulations, policies or law will be unilaterally amended by FCWD and will be effective upon the receipt by Contractor of a Contract Modification signed by the President of FCWD.
3. This contract may not be renewed.

B. Termination

1. Termination Due to Lack of Funds: If for any reason funds to finance this contract are reduced, suspended, or terminated, in whole or in part, funding for this contract may cease. FCWD shall provide no less than ten (10) business days written notice of such termination.
2. Termination for Breach: FCWD may terminate this contract when it has determined that the Contractor has failed to provide any of the services specified herein in a timely or proper fashion, failed to perform in whole or in part, or has violated any stipulations of this contract. FCWD will notify Contractor of such in writing. Depending on the situation and cause for the breach of contract, FCWD may either unilaterally cancel the contract immediately or allow the Contractor ten (10) business days from receipt of notice in which to respond with a plan agreeable to FCWD to correct said deficiencies. Upon failure of Contractor to respond within the appointed time or failure of Contractor to respond with appropriate plans, FCWD will serve a termination notice which shall become effective within fifteen (15) business days after its issuance.

In the event of such termination, FCWD shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by FCWD within 45 calendar days of termination date.

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

3. Termination for Convenience: This contract may be terminated by either party for convenience when it is in their best interest. FCWD may suspend this contract for the purpose of investigating irregularities under this contract. Any termination for convenience will be preceded by written notice setting forth the effective date of said termination. The termination shall be effective within 30 calendar days after the notice is issued unless a lesser time is mutually agreed upon by both parties. The Contractor has forty-five (45) calendar 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 Federal Government, the State of Florida, the Governor, or FCWD at any time.
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 Clay County, Florida.
7. This contract shall be interpreted under the laws of the State of Florida.
8. The submittal of false information may be considered fraud and could result in the immediate termination of the contract.

C. General Provisions

1. None of the funds or services under this Agreement provided by the HHS, DOL, the Governor or FCWD to the Contractor 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).
2. No participant, recipient, or employee whose salary is funded in whole or in part by this agreement or who may be assigned to a Community Work Experience Program (CWEP) may engage in partisan or nonpartisan political activities during the hours for which the recipient or employee is paid with WIOA or WTP funds or is receiving a TANF or FS benefit.
3. No participant, recipient, or employee whose salary is paid for in whole or in part with funds available under this agreement may be employed or out stationed in positions involving political activities in the offices of elected officials.
4. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by FCWD.
5. Contractor understands and agrees that when requested, Contractor shall complete and furnish to FCWD all forms, reports, documents, and records, within ten (10) days of said request. Failure to comply with this provision will result in FCWD's withholding the Contractor's reimbursement or unit payment until such time that the Contractor complies with FCWD's request.

IN WITNESS WHEREOF, Vendor and FCWD have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY:

Cheryl A. Taylor, President

First Coast Workforce Development, Inc.

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APPROVED BY:

Signed, Authorized Vendor Representative

Printed Name, Authorized Vendor Representative

Printed Name, Organization/ Company

DATE: _____

DATE: _____