

**CONTRACT TERMS AND CONDITIONS FOR SERVICES
BETWEEN
CAREERSOURCE FLORIDA, INC
AND
Vantage Partners LLC
CONTRACT 2023-2024
FEID #: 04-3390284**

Project Name: Reimagining Florida’s Workforce System Phase III: Merger Mediation Services

Contract Value: \$197,812.50

CFDA Number (s) 17.258, 17.259, 17.278 WIOA

I. Parties. The parties to this Contract are CareerSource Florida, Inc., hereinafter referred to as "CareerSource Florida," "CSF" or "Client," and Vantage Partners or Vantage, hereinafter referred to as "Contractor" or "Vantage."

II. Term. This Contract shall commence on October 11, 2023, or upon execution by the parties, whichever is later, and shall expire with no option to renew on June 30, 2024. As CareerSource Florida receives its funding through an annual appropriation from the Florida Legislature, any contract is subject to the availability of funds. Funding for this Contract is made available by the Workforce Innovation and Opportunity Act (WIOA). CareerSource Florida retains sole authority to determine the availability of funds.

III. Scope of Contract.

This performance-based contract is established to provide mediation services for the 10 impacted areas and Local Workforce Development Boards in support of the Florida Workforce System Transformation Plan that was approved by the CareerSource Florida Board of Directors on Feb. 23, 2023, and affirmed by Governor Ron DeSantis on May 17, 2023, to address a key directive of the state Reimagining Education and Career Help (REACH) Act.

This initiative has resulted in the Florida Workforce System Transformation Plan to modernize the local workforce development board governance structure in the nation’s third-largest state and better position the system to be even more customer-centered, cost effective, and responsive to meet workforce talent demands today and in the future.

The transformation plan focuses on three pillars: 1. Alignment and consolidation for local workforce development boards. 2. System-wide improvements for improved customer consistency and better leveraging of public funds. 3. Regional planning to further promote workforce system alignment with education and economic development and optimize opportunities for regional economic growth.

The contractor will provide mediation services as a neutral third party to communicate, negotiate, if necessary, and, ultimately, reach an agreement between parties (impacted Local Workforce Development Boards and Counties). These services will help state and local partners implement newly realigned and consolidated local workforce development areas and boards.

Vantage Partners, LLC, in collaboration with CareerSource Florida, will provide merger mediation services to facilitate the

merger and alignment of various Local Workforce Development Boards. This scope of work outlines the approach, activities, timeline, team, and cost associated with Phase III: Merger Mediation Services.

Phase 1

Align on Current and Target Future State:

- Conduct joint kick-off meetings with representatives of each merging/consolidating Boards.
- Review and analyze summary output and findings from prior stakeholder interviews.
- Conduct working sessions with each impacted Board to define current-state operations, understand interests, and provide input to future-state capability needs in consolidated Boards.
- Draft future-state capability blueprints/visions for each consolidated, future-state Board.
- Define future-state capability blueprint/visions for each future-state Board and begin identifying areas of agreement and disagreement.

Phase 2

Analyze Areas of Agreement and Disagreement:

- Create a rough draft of an agreement for each consolidated Board.
- Invite feedback and criticism from each impacted Board in independent sessions.
- Align jointly on areas of agreement and disagreement.

Phase 3

Brainstorm and Evaluate Possible Solutions:

- Brainstorm and evaluate options independently with each impacted Board.
- Assess potential options with each joint Board.

Phase 4

Develop and Commit to Shared, Final Proposals:

- Conduct final alignment meetings with each impacted Board.
- Conduct final alignment meetings with each joint Board.

CareerSource Florida provides policy guidance and finance / administrative technical assistance.

Specifically, Attachment A - Schedule of Deliverables and Payments, defines the services and critical timelines to be met by the Contractor, which will subsequently be paid by CSF. Attachment A - Schedule of Deliverables and Payments is prepared based on CSF's RFQ for Reimagining Florida's Workforce System: A Three Pillar Strategy PHASE III – Mediation Services and the proposed scope of work. In the event changes to the scope of work are needed, it is imperative that both parties agree to such changes in advance to modify Attachment A - Schedule of Deliverables and Payments accordingly. Oral agreements by the Parties, unless rendered in writing as a change in this contract in advance, will not be allowed.

Before engaging the services of any affiliate or subcontractor for work under this Contract, the Contractor shall provide notice of its intent to utilize such services to CSF.

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** - Schedule of Deliverables and Payments
- **Attachment B** - Certifications and Assurances
- **Attachment C** - Public Records Law
- **Attachment D** - FloridaCommerce Guidance on Use of Funds for the Purchase of Outreach/Informational Items

• **Attachment E** - Federal Law and Regulations

V. Priority of Contract Documents. The parties agree that this Contract document, **Contract for Services Between CareerSource Florida, Incorporated and Vantage Partners**, is the controlling document over any of the attachments to this document. Whenever possible, the contract terms and 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:

- This Contract document, including Attachment A - Schedule of Deliverables and Payments
- Attachment B - Certifications and Assurances
- Attachment C - Public Records Law
- Attachment D - FloridaCommerce's Guidance on Use of Funds for the Purchase of Outreach/Informational Items
- Attachment E - Federal Law and Regulations

VI. Payment for Services and Products. The Contract amount, not to exceed **\$250,000 unless approved by CSF**, is to be paid by CSF based on the payment schedule shown in **Attachment A - Schedule of Deliverables and Payments**. It is understood and agreed to by the parties that CSF is paying for the satisfactory completion of specific deliverables as required herein.

VII. Name and Address of Payee. The name and address of the contact person and official payee to whom the payment shall be made is:

Vantage Partners
10 Guest Street
Boston, MA 02135
Email: dertel@vantagepartners.com
Phone: +1 617 904 7801

Expenditures. This Contract establishes a vendor relationship as contemplated by Federal 2 CFR Part 200 between CSF and the Contractor. In this regard, payments and appropriate documentation related directly to the deliverables that are described in **Attachment A - Schedule of Deliverables and Payments**. CSF will exercise due diligence to review performances and required documentation submitted by the Contractor and to process payments in a timely manner. If a discrepancy arises with the required documentation that precludes the processing of the invoice or a portion of the invoice for payment, CSF's contract manager will notify the Contractor's contract manager of the discrepancy. Such discrepancies must be corrected before payment is made.

VIII. Administrative Functions. All administrative functions, i.e., management, support staff, office space, telephones, supplies and typing, and any other administrative functions required for the Contractor to carry out the requirements of this Contract shall be provided by the Contractor and are included in the Contract amount.

IX. Invoicing. CSF agrees to pay for contracted services and products according to the terms and conditions of this Contract. Original invoices for services and products, and documentation of achievement of each deliverable, must be submitted in detail sufficient for pre-audit and post-audit to be eligible for payment. The determination of the invoice and documentation sufficiency is solely within the discretion of CSF.

The Contractor shall submit invoices for services provided, which should include the deliverable start and completion dates, along with a summary of the services provided and hours charged. Payment for services will be made upon receipt of invoices received for specific products and services. Invoices shall include the required documentation as stipulated in **Attachment A - Schedule of Deliverables and Payments** and be submitted to:

Andrew Collins

Chief Financial Officer

P.O. Box 13179 Tallahassee, Florida 32317

Email: acollins@careersourceflorida.com and accountspayable@careersourceflorida.com

X. Reporting. To assess contract activity and progress toward the accomplishment of the deliverables described in **Attachment A - Schedule of Deliverables and Payments**, the Contractor's invoices shall communicate all contract activities, even those that may not be billable deliverables as described in **Attachment A - Schedule of Deliverables and Payments** and show progress toward the accomplishment of required deliverables.

XI. Contract Management. The following individuals shall serve as Contract Managers for this Contract and shall be the point of contact for the parties on matters regarding the terms and conditions of the Contract:

For CSF:

Andrew Collins

2308 Killlearn Center Blvd., Suite 101

Tallahassee, Florida 32309

Phone (850) 321-6460

Email: acollins@careersourceflorida.com and contracts@careersourceflorida.com

For the Contractor:

Danny Ertel

Vantage Partners LLC

10 Guest Street

Boston, MA 02135

Email: dertel@vantagepartners.com

Phone: +1 617 904 7801

In the event 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 provided in a timely manner to the other party.

XII. 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. CareerSource Florida shall be the final authority as to the availability of funds for this Contract.

XIII. Contract Renewal. This Contract may be renewed annually for a period of one (1) year, the total of all renewals not to exceed two (2) years, contingent upon satisfactory performance, the availability of funds, and agreement

of the parties to deliverables and payments for each renewal period. CSF retains the sole authority to determine satisfactory performance and the availability of funds. Such renewals are not automatic and require an offer from CSF to the Contractor and an agreement of terms as evidenced by a written and signed renewal document to be executed prior to the expiration of this Contract. There are no obligations to agree to a renewal by either party.

XIV. Contract Extension. Extension of this Contract is limited to a period not to exceed six (6) months and must be executed by the parties prior to the expiration of this Contract. An extension may only be executed if, in the judgment of CSF, the contract extension is deemed to be beneficial to the completion of the services as described in

Attachment A - Schedule of Deliverables and Payments.

XV. Cancellation for Convenience. CSF or the Contractor may, without cause, unilaterally cancel or terminate this Contract by providing the other party with thirty (30) days' notice in compliance with **Paragraph XIX - Notice.** In the event funds to finance this Contract become unavailable, CSF may terminate the Contract by notifying the Contractor thirty (30) days prior to termination. CSF shall be the final authority as to the availability of funds for this Contract. In the event of termination prior to the expiration date, CSF will pay for approved deliverables and/or partially completed deliverables that have been approved and that are completed prior to such termination and timely invoiced as specified in **Paragraph X - Invoicing.**

XVI. Termination for Cause. If the Contractor does not provide or deliver the services as stipulated in **Attachment A - Schedule of Deliverables and Payments,** does not provide required services within the timeframes identified in **Attachment A - Schedule of Deliverables and Payments,** or in any other way breaches the Contract, CSF 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 Florida law. Prior to termination, CSF shall provide the Contractor with a notice of the alleged non-performance and/or breach issues and will provide a date certain, not less than 10 business days, for remedying these issues. The Contractor shall remedy the non-performance or breach and shall provide written notice to CSF of such remedy by the date provided by CSF. If the non-performance or breach is not corrected by the date provided, or the Contractor fails to provide notice of such remedy, CSF may, by written notice to the Contractor, terminate the Contract upon 24 hours' notice.

XVII. Waiver. Waiver of breach of any provision of this Contract by CSF 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 CSF's rights to remedies at law or to damages.

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

XIX. Legal Action. In the event of a dispute between the parties that cannot be resolved through discussions between the parties and that 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.

XX. 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, CSF and their employees, officers, agents, and assignees from all third-party claims, liabilities, actual and direct damages, injuries and out of pocket expenses of any nature whatsoever, including reasonable attorney fees and legal costs based on personal injury (including death) or damage to (including loss of) tangible property, when such claims, liabilities, damages, injuries or expenses are due or claimed to be due solely or in part to the negligent acts of the Contractor, its officers, employees, agents, subcontractors, and/or assignees.

XXI. Records. CSF, 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 related 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 Sections 443.171 (5) and 443.1715 (1), Florida Statutes, and under various federal program rules and regulations, including 45 CFR 205.50 and Section 185 of the Workforce Innovation and Opportunity Act. Such data may not be released by the Contractor to anyone other than CSF or as may be specifically prescribed by CSF in writing. The Contractor shall employ sufficient internal controls to maintain the confidentiality of these data. CSF may terminate this Contract if the Contractor fails to maintain the required confidentiality of the Contract records.

CSF 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 no cost to CSF upon the written request of CSF 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 CSF. 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. For additional information, see **Attachment D - Public Records Law.**

XXII. Ownership of Contract Materials. CareerSource Florida, the FloridaCommerce and the Contractor agree that the work by the Contractor under this Contract, as well as any derivative works, is work "for hire" pursuant to federal copyright law. The parties agree that any products developed or modified under this Contract will be the property of CSF.

XXIII. Intellectual Property Rights. The Federal Government reserves a paid-up, non-exclusive 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, 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 provided through funds 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, expressed 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.

For avoidance of doubt, no ownership or copyright provisions herein, including paragraphs XXII and XXIII, apply to any pre-existing intellectual property or materials of Contractor or their derivative works ("Contractor IP"). CSF will not acquire any ownership of, nor will the Federal Government acquire any license to, any Contractor IP by virtue of its inclusion or reference in any Contract Materials.

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

For Contractor:

_____	13 October 2023
Authorized Signature	Date
Danny Ertel, Partner	

Printed Name & Title	

For CareerSource Florida:

_____	_____
Authorized Signature	Date

Printed Name & Title	

Attachment A

Schedule of Deliverables and Payments

- Align on current and target future state:

Anticipated Activities:

- With each of the 10 directly impacted Boards; define current state operations, and target future-state capability blueprints for the consolidated Boards (i.e., what capabilities, including both physical and virtual infrastructure, career services, and business services, must our future consolidated Boards enable in order to support our customers?) Conduct joint kick-off meetings with representatives of each merging / consolidating Boards (up to five meetings, one for each future-state Board);
- Confirm key stakeholders from each entity to be part of a core alignment group. Review and analyze summary output and findings from 700+ stakeholder interviews conducted in prior phases of this work. Conduct working sessions with each impacted Board to define impacted current-state operations, understand interests, and provide input to future-state capability needs in consolidated Boards (up to two sessions per impacted Board)
- Draft future-state capability blueprints / visions for each consolidated, future-state Board.
- Define, via joint working sessions, future-state capability blueprint / visions for each future-state Board; begin defining areas of agreement and disagreement (up to two sessions per joint Board)

Deliverable 1: Aligned capability blueprints / visions for each future-state Board

Target date: December 1, 2023

Deliverable 1: \$74,115.30

- Analyze areas of agreement and disagreement:

Anticipated Activities:

Given understanding of interests of various stakeholders, create a rough draft of an agreement for each consolidated Board, and invite feedback and criticism from all parties. Through this process, identify areas of mutual agreement, and areas of disagreement. Create a rough draft of an agreement for each Board, and begin a process of iteration and dispute resolution.

Deliverable 2: Document rough draft agreements

Target date: December 31, 2023

Deliverable 2: \$58,781.10

- Brainstorm and evaluate possible solutions:

Anticipated Activities:

[Type here]

- Focusing on areas of disagreement, conduct individual and joint working sessions to brainstorm and evaluate potential options that meet the interests of each party.
- Brainstorm and evaluate options independently, with each impacted Board (up to two meetings over four weeks) Assess potential options with each joint Board (up to three meetings over six weeks)

Deliverable 3: Register of areas of disagreement, and potential options

Target date: January 31, 2024

Deliverable 3: \$49,580.58

4. Develop and commit to shared, final proposals:

Anticipated Activities:

- Align stakeholders around agreed proposals that incorporate the interests of each party while aligning to the capabilities agreed are needed in the newly consolidated Boards.
- Conduct final alignment meetings with each impacted Board to ensure options proposed address interests and concerns (up to four meetings over four weeks)
- Conduct final alignment meetings with each joint Board to ensure options proposed address interests and concerns (up to four meetings over four weeks)

Deliverable 4: Final, aligned agreements, documenting any outstanding areas of disagreement

Target Date: March 22, 2024

Deliverable 4: \$10,222.80

5. Engagement and project management:

Anticipated Activities:

- Meet with the CareerSource Florida team on a regular basis (biweekly or more) to align on progress, share risks or concerns, and address issues
- Provide biweekly status reports to the CareerSource Florida team

Deliverable 5: Final status report (delivered along with final Deliverable #4)

Target date: March 22, 2024

Deliverable 5: \$5,112.72

6. Deliverable 6: Travel-related expenses are not included in total cost. Travel will be approved by CareerSource Florida in advance and will be passed through to CareerSource Florida without mark-up. Travel expenses to be reimbursed in accordance with CareerSource Florida's Travel Guidelines.

Total Cost: \$197,812.50 (plus authorized travel expenses)

[Type here]

AGREED:

CareerSource Florida

By: _____

Date: _____

Vantage Partners

By: Danny Ertel 

Date: 13 October 2023

[Type here]

CERTIFICATIONS AND ASSURANCES

CAREERSOURCE FLORIDA will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
 - B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
 - C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
 - D. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
 - E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
 - F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.**
 - G. Employment Eligibility Verification**
- A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The undersigned 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 a federal department or agency;
2. Have not within a three-year period preceding this Contract 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 A.2. of this certification; and/or
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.

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

The undersigned Contractor certifies, to the best of its 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 a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form of Lobbying Activities,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. 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.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, 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), (Pub. L. 105-220), 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-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Contractor also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that FloridaCommerce and the United States have the right to seek judicial enforcement of the assurance.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform FloridaCommerce immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Recipient and/or Subrecipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

G. EMPLOYMENT ELIGIBILITY VERIFICATION

1. Florida Statute 448.095 requires contracts in excess of nominal value to expressly require Contractor to:
 - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and,
 - a. Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
2. **E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:
<https://www.e-verify.gov/>
3. If Contractor does not have an E-Verify MOU in effect, Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

By signing below, Contractor certifies the representations outlined in parts A through G above are true and correct.

(Signature and Title of Authorized Representative)

Contractor Date

(Street)

(City, State, ZIP Code)

**** End of Attachment B – Certifications and Assurances ****

FS Book: Florida Statutes
FS Title: X - Public Officers, Employees, and Records
FS Chapter: 119 - Public Records Section FS 119.0701

119.0701 Contracts; public records; request for contractor records; civil action.—

(1) DEFINITIONS.—For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS.—In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at: 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at FloridaCommerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

The provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(3) REQUEST FOR RECORDS; NONCOMPLIANCE.—

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

(4) CIVIL ACTION.—

(a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

(b) A notice complies with subparagraph (a)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

History.—s. 1, ch. 2013-154; s. 1, ch. 2016-20.

End of Attachment C – Public Records Law

DIVISION OF FINANCE AND ADMINISTRATION BUREAU OF FINANCIAL MANAGEMENT		FG-OGM-84
TITLE:	Guidance on Use of Funds for the Purchase of Outreach/Informational Items	
RESPONSIBLE OFFICE:	Division of Finance and Administration, Bureau of Financial Management	
EFFECTIVE:	May 23, 2014 (revised July 22, 2014)	
REVISED:	March 4, 2020	

I. PURPOSE/SCOPE

To provide information and guidance for the Local Workforce Development Boards regarding the use of state and federal funds to conduct outreach and promote/market local workforce services.

II. BACKGROUND

Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance), restricts the use of federal funds for advertising and public relations (see 2 CFR 200.421).

Each year the Florida Legislature, in the General Appropriation Act (GAA), requires that:

...[A]ny expenditures by a local workforce development board for “outreach,” “advertising,” or “public relations” must have a direct program benefit and must be spent in strict accordance with all applicable federal regulations and guidance.

The Legislature also requires that any purchases of promotional items (allowable outreach/informational items) which exceed \$5,000 in total for the program year must be approved prior to purchase.

This guidance has been developed based on the provisions of the Uniform Guidance and state legislative intent to limit the use of federal and state funds by local workforce development boards for “promotional items.”

III. REVISION INFORMATION

This guidance updates and replaces FG-OGM-84, Guidance on Use of Funds for the Purchase of Outreach/Informational Items, dated July 22, 2014.

IV. AUTHORITY

- Workforce Innovation and Opportunity Act (WIOA; 29 U.S.C. 2701 et seq.)
- Regulations for the Workforce Development Systems Under Title I of WIOA (20 C.F.R. Part 675 et seq.)
- Wagner-Peyser Act (29 U.S.C. 49 et seq.)
- Regulations for the Wagner-Peyser Act Employment Service (20 C.F.R. Part 651 et seq.)
- Title 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance).

V. DEFINITIONS

A. Program Outreach: Program outreach is an activity conducted by workforce boards to educate the public about services available and how to access those services. Program outreach also includes activities designed to inform and recruit individuals that have particular needs and have been targeted for services. Federal regulations allow costs associated with advertising to conduct program outreach activities. Allowable advertising includes TV and radio spots, billboards, spots on transit media, signage, social media, websites, brochures, etc. Program outreach should be a coordinated activity that support and benefits the various workforce grants operated by the local workforce development boards.

Allowable advertising should be targeted to businesses, job seekers and/or community partners and: 1) connects job seekers, businesses, and/or community partners to programs and services offered by the Local Workforce Development Board, and 2) serves a business purpose by assisting job seekers obtain employment and employers find qualified job seekers. All advertising for program outreach must include the organization's name, a tag line that promotes services, and contact information (such as a web site or telephone number). The purchase of allowable advertising for the purpose of program outreach does not require prior approval.

B. Outreach/Informational Item: An outreach/informational item is something purchased for distribution to job seekers and employers as a way to reinforce the program outreach advertising that a Local Workforce Development Board does.

C. Promotional/Marketing Item: An item purchased for distribution to the general public that promotes the organization (only contains the name of the Local Workforce Development Board).

D. Connection to Programs/Services: A statement that connects a business, partner or job seeker to services offered at the workforce board. For example, "Call [phone #] or visit [website] for assistance in locating employment or job training," etc.

VI. APPLICABILITY

The policy and procedures contained in this guidance apply to the use of federal or state grant funding received from FloridaCommerce. It does not apply to outreach/informational and promotional/marketing items purchased with non-federal and non-state funds.

This policy does not apply to the following items that are not considered "outreach/informational." These items may include the name and/or the logo of the organization and tag line, so long as the cost of adding that information is not significantly different from the cost of the supplies unmarked, and those supplies are used only for the conduct of grant business and not as outreach/informational purposes. The Local Workforce Development Board should maintain cost comparison data between the items marked and unmarked to demonstrate that the cost variance was reasonable. These items include:

- Office supplies such as pens, pencils, pads of paper, business cards, stationary, post-it note pads, mouse pads, lanyards, or similar items used by either staff, board members, or individuals participating in workforce program activities.
- Balloons, banners, and table skirts that include the organization's name used to identify the organization at events such as job fairs and other community events.
- T-shirts and other type uniform materials worn by staff or participants used to identify staff and participants as members of the local workforce team.
- Supportive services such as grooming supplies (pocket valets) and other similar items that may be used to help participants successfully interview for jobs, etc.
- Supplies, materials, booklets, and videos purchased for resource rooms, job readiness classes, and Rapid Response.

VII. PROCEDURES/POLICY

The purchase of outreach/informational items to conduct program outreach to inform employers and job seekers of the availability of services through local workforce development boards is an allowable use of funds as an advertising cost when it meets the requirements of this policy. In order to be allowable, program outreach/informational items must meet the following criteria:

- Provide contact information regarding the Local Workforce Development Board. The minimum information would be the Local Workforce Development Board name, website and/or phone number, and/or other information that would direct the user to the Local Workforce Development Board for services.
- Include a statement that connects a business, partner or job seeker to services offered at the workforce board. For example, "Call [phone #] or visit [website] for assistance in locating employment or job training," etc.
- Be reasonable in price and necessary to assist in outreach to businesses, community partners and job seekers. Only the number of items determined necessary to support outreach efforts planned for the program year should be purchased.
- Any outreach/informational items purchased for distribution as giveaways must be intended for businesses and community partners in the context of doing

business with the Local Workforce Development Board, or for job seeker customers as part of program recruitment, participation, or follow-up.

- Outreach items provided to businesses/community partners should be items that can be used in the work environment and have the added benefit/value of connecting the business/community partner to the programs and services provided by the Local Workforce Development Board.
- Outreach items provided to job seekers should be useful during the search for employment, while connecting the individual back to employment programs and services.

The following is a list of allowable outreach/informational items, provided that the items meet the criteria outlined above within section VII:

- Portfolios/folders purchased for distribution to job seekers to assist them in seeking employment. These items should include information on available workforce services (brochures, pamphlets, etc.).
- Pens and pencils purchased for distribution to job seekers and participants to assist them in seeking jobs and participating in program services and/or for distribution to businesses and community partners to remind them of services available through the Local Workforce Development Board.
- USB drives that include pre-loaded information about available services purchased for distribution to job seekers and participants to assist them in seeking jobs and participating in program services and/or for distribution to businesses and community partners to remind them of services available through the Local Workforce Development Board.
- Tote bags for distribution to job seekers at job fairs and community events. Tote bags and other similar item purchased for distribution to job seekers should include information on available workforce services (brochures, pamphlets, etc.).

Additional items not on this list of allowable items may be approved on a case-by-case basis in very limited, unique situations with prior written approval from FloridaCommerce. Items purchased for distribution to the general public that promote the organization (only contains the name of the Local Workforce Development Board) are promotional/marketing items and are not allowed.

The following are examples of items that are not allowed to be purchased from state or federal grant resources:

- Balloons purchased for distribution to the general public at job fairs or community events. These and other promotional/marketing items intended to be distributed to the general public as a "giveaway" are not allowable.
- Hairbrushes/other personal items purchased for distribution as a marketing item to the general public or job seekers. These and other promotional/marketing items intended to be distributed to the general public as a "giveaway" are not allowable.
- Umbrellas purchased for distribution to businesses and community partners to engage and remind them of services available through the Local Workforce Development Board. Although the item may be intended for distribution to only

businesses targeted for recruitment, the item is determined to have limited value/benefit and has a high cost per item for that limited benefit.

VIII. FUNDING ALLOWABILITY

Generally, USDOL Employment and Training Administration programs like the Workforce Innovation and Opportunity Act and Wagner-Peyser Act allow for the purchase of outreach and informational materials. Other programs depend on grantor preference on the issue or the nature of the services provided. Because many grants are limited, uses of cost pools should be avoided. A matrix of the workforce funding sources and whether the grant allows these types of purchases is included in Attachment I. The “Outreach/Informational Items Decision Tree” in Attachment II is provided as a resource tool in determining funding allowability. Outreach/informational items purchased for distribution will be subject to audit and are allowable only under limited circumstances. Boards are encouraged to first find nonfederal/non-state resources to pay for such items, or seek donations for these items by community partners.

IX. PRIOR WRITTEN APPROVAL

Prior written approval is not required to purchase advertising for allowable program outreach activities (see Section V. A.). Prior written approval is required for any purchases of allowable outreach/informational items listed within section VII exceeding \$5,000 in total for the program year. Prior written approval is also required for any purchases of other allowable outreach/informational items not specifically included in the list of allowable items within section VII, regardless of total cost. Items not on the list of allowable items may be approved on a case-by-case basis in very limited, unique situations. The specific purchase, exact message to be included on the items, the intended recipients of the items, and specific funding sources with supporting justification, must be sent to the FloridaCommerce at priorapprovalrequest@deo.myflorida.com using the Prior Approval Request Form – Other Individual Items, and/or the Annual Prior Approval Request Form, as applicable. A Board must note the anticipated volume of items and timeframe within which the items will be distributed.

X. DOCUMENTATION

Boards must have good, clear supporting documentation for all costs associated with program outreach and informational activities. Good, clear supporting documentation establishes that the expenditure:

- meets the cost principles (is necessary and reasonable for proper and efficient performance and administration of the grant);
- is allocable to the grant based upon benefits received;
- is authorized or not prohibited under federal, state or local laws or regulations;
- conforms to any limitations or exclusions set forth in the principles, federal laws, terms and conditions of the federal award, or other governing regulations as to types or amounts of cost items; and
- is consistent with policies, regulations, and procedures that apply.

XI. ATTACHMENTS

- Attachment I - Grant Allowability Matrix
- Attachment II – Outreach/Informational Items Decision Tree

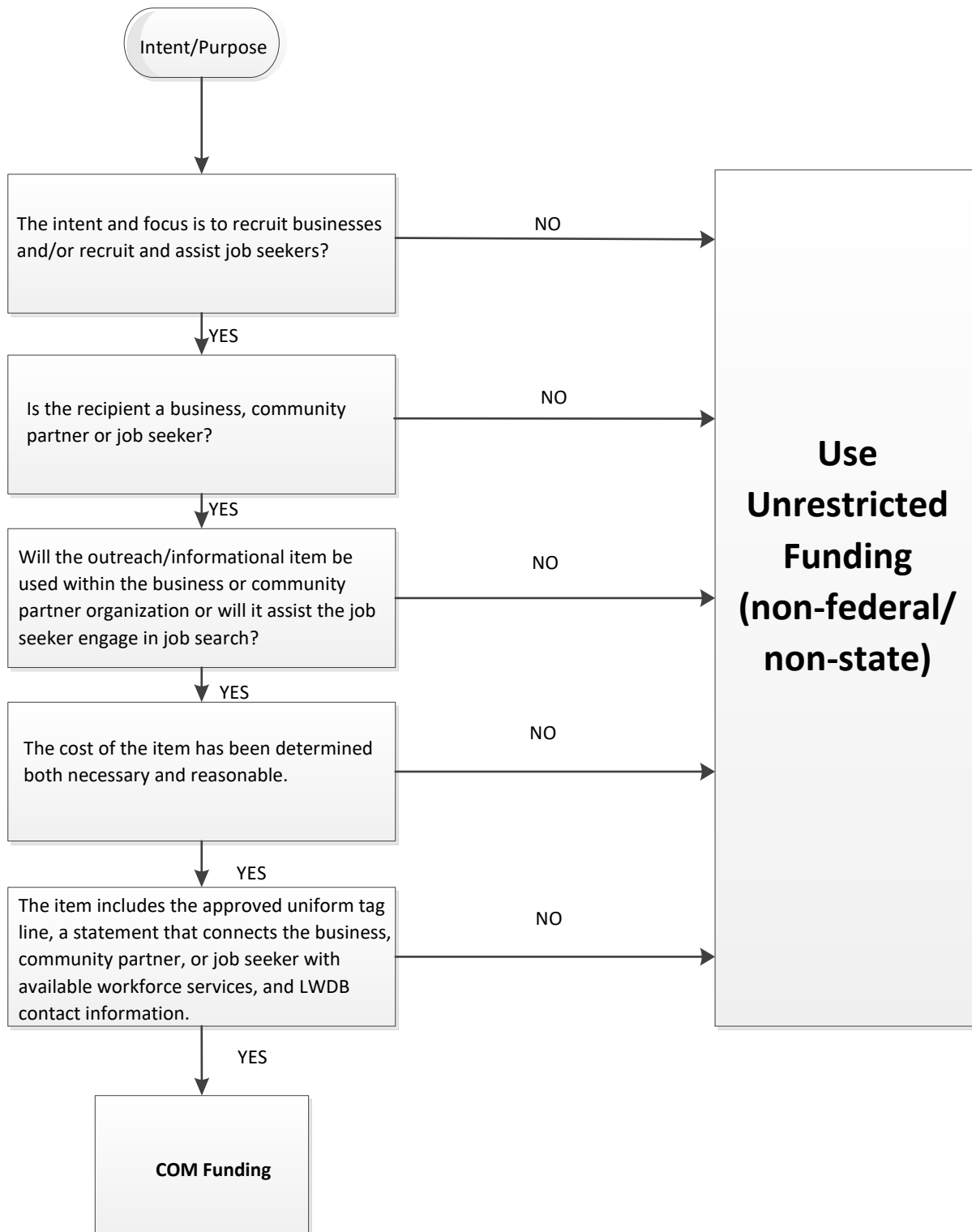
Attachment I
Grant Allowability for Purchases of Outreach/Informational Items

Program Title	Allowable to Purchase Informational Items?
Supplemental Nutrition Assistance Program	No
Wagner-Peyser Employment Services	Yes
Unemployment Insurance (UI)	No
Reemployment and Eligibility Assessments	No
Trade Adjustment Assistance	No
WIOA Formula awards (Adult, Dislocated Worker and Youth)	Yes
WIOA State Level	Note 1
Disabled Veterans' Outreach Program (DVOP)	No
Local Veterans' Employment Representative Program (LVER)	No
Veteran's Incentive Awards	Yes, Note 2
Welfare Transition	No
Other grant awards	Note 3

Notes:

- (1) Allowable, unless restricted due to special terms in the Notice of Funds Availability (NFA).
- (2) Veteran's Incentive Awards are unrestricted funding that are not subject to prior approval requirements.
- (3) Depends on the specific grant requirements. Contact the Grant Manager listed on the NFA with any questions.

Attachment II Outreach/Informational Items Decision Tree



Federal Law and Regulations:

- a. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 C.F.R. Part 75, 29 C.F.R. Part 95, 2 CFR Part 200, 20 CFR Part 601, *et seq.*, and all other applicable federal regulations.
- b. Contractor shall comply with all applicable federal laws, including but not limited to:
 - (1) The Temporary Assistance for Needy Families Program (“TANF”), 45 CFR Parts 260-265, the Social Services Block Grant (“SSBG”), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - (2) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, *et seq.*, which prohibits discrimination on the basis of race, color or national origin.
 - (3) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
 - (4) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
 - (5) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, *et seq.*, which prohibits discrimination on the basis of age.
 - (6) 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.
 - (7) The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
 - (8) The 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 (Pub. L.) 103-277, 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.
 - (9) The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 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 the DOL regulations 29 CFR

Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction subagreements.

- (10) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor 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 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to FloridaCommerce.
- (11) Energy Efficiency: 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.
- (12) **The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Certification Regarding Lobbying Form within Attachment 2 of this Contract). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.**
- (13) Debarment and Suspension: When applicable, as required by the regulation implementing Executive Order (EO) No. 12549 and EO No. 12689, Debarment and Suspension, 2 CFR Part 2998, Contractor must not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor must provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment 2 of this Contract.
- (14) Public Announcements and Advertising: **When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.**

- (15)** Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (16)** Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department 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, 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.
- (17)** Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor 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, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (18)** The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (19)** E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- (20)** Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no

laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(21) 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.

(22) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

(Signature and Title of Authorized Representative)

Contractor

Date

(Street)

(City, State, ZIP Code)

****End of Attachment E – Federal Law and Regulations****