



## **SFWIB PURCHASE ORDER GENERAL TERMS AND CONDITIONS**

Purchase Orders are entered by and between South Florida Workforce Investment Board d/b/a CareerSource South Florida (hereinafter referred to as the "SFWIB") and the Vendor (hereinafter also referred to as the "Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Parties understand and accept that they have entered into a mutually binding legal relationship obligating the Vendor to furnish certain supplies or services and the SFWIB to pay for them; and

Whereas, the Vendor understands and agrees to adhere to the standards and requirements established under the SFWIB's formal solicitation for this Purchase Order and Vendor's response pursuant to which this Purchase Order was awarded and funded; and

Whereas, the SFWIB has selected the Vendor as a non-exclusive supplier of goods or services, Vendor agrees to provide the goods or services as set forth in the solicitation, Statement of Work, or other related documents,

Now, therefore, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

### **Formal Solicitation**

The formal solicitation and Vendor's response are both incorporated by reference herein as if fully set forth in their entirety. In the event Vendor's response conflicts with the terms and conditions set forth in this Purchase Order, the terms and conditions in this Purchase Order (hereinafter referred to as "Purchase Order" or "Contract") shall prevail and control.

### **ACQUISITION/RECEIPT/DELIVERY OF GOODS or SERVICES**

1. The SFWIB shall inspect and approve goods and/or services within five (5) calendar days of receipt unless the solicitation, its attachments, or its exhibits to include other related documents.
2. The Vendor must safeguard, protect, and otherwise ensure materials are delivered in good condition. Damaged materials will not be accepted.
3. Materials rejected for any reason will be returned to the Vendor at its risk and expense.
4. All prices must include shipping. When a specific purchase price is negotiated, the Vendor must prepay the shipping charges and add them to the invoice.
5. The Vendor may not change, modify, or adjust the agreed upon quantity of goods being procured unless agreed to in writing by both Parties.
6. The Vendor must completely fill-out, sign and return all required signatory pages within ten (10) calendar days of receipt of Purchase Order otherwise the SFWIB will exercise its option to cancel the award and proceed to select another vendor.

### **Purchase Order Dates:**

Purchase Orders shall be valid from the date indicated on page 1 of the Purchase Order and shall expire on June 30, of the program year. The SFWIB shall not be obligated to pay for costs incurred by the vendor in relation to this Purchase Order prior to the date of its issuance or after June 30.

### **Payments:**

Purchase Orders shall not exceed the amount specified on page 1 and page 2, therein, which shall be paid by the SFWIB in consideration of Contractor's provision of goods and/or services, as set forth by the terms and conditions of this Purchase Order. The SFWIB's performance and obligation to pay under this Purchase Order are contingent upon an annual appropriation by the Legislature and availability of any and all applicable federal funds. The SFWIB shall be the final authority as to the availability of funds for this Purchase Order, and as to what constitutes an "annual appropriation" of funds to complete this Purchase Order. If such funds are not appropriated or available for fulfilling the Purchase Order, such event will not constitute a default by the SFWIB. The SFWIB agrees to notify Contractor in writing at the earliest possible time if funds are not appropriated or available. If funds are not appropriated or available, the SFWIB may terminate the Contract as set forth in Section 12 herein.

### **Contractor Payments:**

Invoices must, at a minimum, comply with the following:

Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

Invoices must be legible originals and must itemize the goods/services that were provided in accordance with the terms of the Purchase Order for the invoice period. Payment does not become due under the Purchase Order until the invoiced deliverable(s) and any required report(s) are approved and accepted by the SFWIB, and until the SFWIB has received a proper and complete invoice as outlined herein.

Invoices must contain the Vendor's name, address, federal employer identification number or other applicable Vendor identification number, the Purchase Order number, the invoice number, and the invoice period. The SFWIB may require any additional information from Vendor that the SFWIB deems necessary to process an invoice.

Invoices must be submitted in accordance with the time requirements specified in the solicitation, Statement of Work, or other related documents.

Payment shall be made in accordance with the solicitation documents, Statement of Work, or other attachment. The SFWIB shall pay all invoices within 30 calendar days of the invoice date. If any portion of the invoice is disputed, the SFWIB shall pay the undisputed portion within 30 calendar days of the invoice date and shall pay the disputed portion of the invoice once the dispute is resolved between the Parties, within thirty (30) calendar days of receipt of the revised invoice.

**Final Invoice:**

The Contractor shall submit its final invoice for payment to the SFWIB not later than thirty (30) calendar days after delivery of services or goods, or thirty (30) calendar days after the Purchase Order expires or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the SFWIB will not honor any requests submitted after this time period.

The Contractor shall abide by any statutory, regulatory, or licensing requirement and comply with all applicable federal, state and local laws, including but not limited to:

**1. Copeland "Anti-Kickback" Act:**

The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

**2. Davis-Bacon Act:**

When required by federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

**3. Contract Work Hours and Safety Standards Act:**

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must 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.

**4. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended:**

The Contractor agrees that if this Contract is for more than \$150,000.00, the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). As applicable, the Contractor shall comply with the Clean Air Act and Federal Water Pollution Control, as amended.

**5. Energy Efficiency:**

The 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 (Public Law 94-163).

**6. Nepotism/Conflict of Interest (Section 112.3135, Florida Statutes)/Code of Ethics:**

The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her domestic partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. The Contractor agrees to comply with the Miami-Dade County, Conflict of Interest and Code of Ethics Ordinance codified at section 2-11.1 et al. The Contractor shall set and/or adopt standards of conduct which describe obligations under section 2-11.1 et al. and provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

**7. Incorporation of Compliance with Specific Appropriation 2006 of the 2011 General Appropriations Act Proviso and 2011 Appropriations Implementing Bill Requirements by Reference:**

The requirements of "the Specific Appropriation 2006, and associated proviso, of the 2011 General Appropriation Act, section 445.007, Florida Statutes" set forth in **Attachment 1 (CareerSource Florida State and Local Workforce Development Board Contracting Conflict of Interest Policy)** attached hereto are incorporated herein by reference and Contractor agrees to comply with same. The Contractor shall provide a completed **Disclosure and Certification of Conflict of Interest in a Contract, Attachment 2 (Applicable for contracts exceeding \$25,000).**

**8. Rights to Inventions Made Under a Contract or Agreement:**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**9. Audits, Inspection, Access and Retention of Records:**

The Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Purchase Order where applicable, and includes, but shall not be limited to:

The Contractor shall maintain books, records, and documents maintained in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the SFWIB under this Purchase Order.

The Contractor will provide a financial and compliance audit to the SFWIB, if applicable, and ensure that all related party transactions are disclosed to the auditor.

The Contractor shall permit the SFWIB or the SFWIB's designees, the State of Florida and the federal government, or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy or transcribe the Contractor's books, records, and accounts that are related to this Agreement.

The SFWIB may immediately terminate this Purchase Order or any renewal if the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in connection with this Agreement, unless the records are confidential or exempt from S.24 (a) of Article I of the Florida Constitution or chapter 119, Florida Statutes, and the Contractor has properly and immediately asserted such exemption and identified the governing provision of law.

The Contractor shall preserve and make available, at reasonable times for examination and audit by the SFWIB or the SFWIB's designees, the State of Florida and the federal government or any other duly authorized agent of a governmental agency, all financial records, supporting documents, statistical records, and any other documents (including storage media) pertinent to this Agreement for the required retention period of the Florida Public Records Law (chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Law is not applicable, for a minimum period of five (5) years after termination of this Agreement or any renewal. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is later, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Law is determined by the SFWIB or any court of competent jurisdiction to be applicable to the Contractor's records, the Contractor shall comply with all requirements thereof; however, the Contractor shall not violate confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the SFWIB's disallowance and recovery of any payment based upon such entry.

The Contractor shall include the aforementioned audit, inspection, access and retention of records requirements in all approved subcontracts and assignments.

## 10. Patents, Copyrights, and Royalties:

Except for the Contractor's own internal use, the Contractor shall not publish or reproduce any data or information, in whole or in part, that is recorded in any form or medium whatsoever and that is delivered or specified to be delivered under this Contract, nor may the Contractor authorize or permit others to do so without the written consent of the federal government, through the State of Florida, until such time as the federal government may have released such data or information to the public.

As authorized by 49 CFR 18.34, the federal government, through the State of Florida, reserves a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize the State of Florida and others to use:

- a. Any work developed under this Purchase Order or a resulting subcontract irrespective of whether it is copyrighted.
- b. Any rights of copyright to which Contractor or subcontractor purchases ownership with funds provided for under this Contract.

In the event the Contractor is granted written approval from the SFWIB to utilize subcontractors to perform any services required by this Purchase Order, the Contractor shall require such subcontractors, by written contract, to comply with the terms of this Section.

## 11. Indemnification:

**For Florida Governmental Entities:** The Contractor shall indemnify and hold harmless the SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Purchase Order by the Contractor or the Contractor's officers, employees, agents, servants, partners, principals or subcontractors or any other individual performing work on the Contractor's behalf under this Purchase Order. The Contractor shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon, subject to the extent of, and within the limitations of section 768.28, Florida Statutes. Further, this indemnification shall only be to the extent and within the limitations of, section 768.28 Florida Statutes, whereby the Contractor shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Contractor or any other governmental entity covered under section 768.28 arising out of the same incident or occurrence which exceeds the sum of \$300,000.00 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Contractor or the Contractor's officers, employees, servants, agents, partners, principals or subcontractors.

**All Entities Which are Not Florida Governmental Entities:** The Contractor shall indemnify and hold harmless the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or the Contractor's officers, employees, agents, servants, partners, principals or subcontractors or any other individual performing work on the Contractor's behalf under this Contract. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Contractor expressly understands and agrees that any insurance policies required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

**Term of Indemnification:** The indemnification provisions shall survive the expiration, termination, or cancellation of the Purchase Order and shall terminate upon the expiration of the applicable statute(s) of limitation.

## 12. Termination Due to the Lack of Funds:

If funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB, in its sole discretion, may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The SFWIB shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, the Contractor will be compensated for any work completed to SFWIB's satisfaction prior to the date of the notification of termination. The Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits

## 13. Termination for Cause Including Default and Breach of Contract:

The SFWIB may terminate the Contract for default and breach of contract as set forth in **Section 17, Breach of Contract**. In the event of termination of this Contract under this provision, any payments to the Contractor shall be determined based upon the provisions of **Section 18-Breach of Contract: SFWIB Remedies**.

Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue to perform any work not terminated. The SFWIB's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Contract. If SFWIB terminates the Contract for default, the Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits.

**14. Termination for Convenience:**

The SFWIB, by written notice to the Contractor, may terminate the Contract for convenience in whole or in part when the SFWIB determines in its sole discretion that it is in the SFWIB's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination for convenience, except as necessary to complete the continued portion of the Contract, if any. If SFWIB terminates the contract for convenience, the Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits.

**15. Termination for Circumstances Beyond the Contractor's Control:**

Either Party may terminate this Contract for circumstances beyond the Contractor's control including, but not limited to, labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the Parties. In the event of termination of this Purchase Order under this provision, neither party will be responsible for failure or delay in performance of this Contract and the failure or delay in performance will not result in any additional charge or costs, under this Contract to either Party. The Party seeking termination of the Purchase Order under this provision shall provide immediate notice of termination to the other Party. In no event shall notice not be provided later than thirty (30) days of the occurrence triggering termination.

**16. Complaint Procedures:**

The Contractor agrees to comply with all applicable Grievance and Complaint Procedures of the SFWIB and as required by state and federal laws. Grievance and Complaint Procedures is located at [www.careersourcesfl.com](http://www.careersourcesfl.com).

**17. Breach of Contract:**

A non-exclusive list of breaches of this Purchase Order is as follows:

- a. The Contractor fails, in whole or in part, to provide the goods or services set forth in the solicitation, Statement of Work, or other related documents.
- b. The Contractor refuses to allow the SFWIB full access to records.
- c. The Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement;
- d. The Contractor fails to meet the terms and conditions of any obligation under this Purchase Order or any other contract, purchase order, agreement or any repayment schedule it has with the SFWIB or any of its agencies or instrumentalities; and;
- e. The Contractor fails to fulfill in a timely and proper manner any and all of Contractor's obligations, covenants and agreements set forth in this Contract. Waiver of breach of any provisions of this Contract by the SFWIB shall not be deemed to be a waiver of any other breach of any other provision and shall not be construed to be a modification of the terms of this Purchase Order.
- f. Waiver of breach of any provisions of this Purchase Order by the SFWIB shall not be deemed to be a waiver of any other breach of any other provision and shall not be construed to be a modification of the terms of this Purchase Order.

**18. Breach of Contract: SFWIB's Remedies:**

If the Contractor breaches this Purchase Order, the SFWIB may pursue any or all of the following remedies:

- a. The SFWIB may terminate this Purchase Order by providing written notice to the Contractor of such termination and specifying the effective date thereof. In the event of termination, the SFWIB may: (i) request the return of all finished or unfinished documents, data studies, surveys, reports, products, or goods, prepared or obtained by the Contractor with the SFWIB's funds under this Purchase Order; (ii) seek reimbursement of SFWIB's funds awarded to the Contractor under this Purchase Order; and (iii) terminate or cancel any other contracts or purchase orders entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all costs associated with such termination, in addition to the SFWIB's attorneys' fees;
- b. The SFWIB may suspend payment, in whole or in part, under this Purchase Order by providing written notice to the Contractor of such suspension and specifying the effective date thereof. All payments to Contractor as of the effective date of suspension shall cease. On the effective date of suspension, if requested by the SFWIB, the Contractor shall immediately cease to provide goods or services pursuant to this Contract. If payments are suspended, the SFWIB shall specify in writing the actions that shall be taken by the Contractor as a condition precedent to resumption of payments and shall specify a date for compliance. The SFWIB may also suspend any payments, in whole or in part, under any other contracts or purchase orders entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all costs associated with such suspension, in addition to the SFWIB's attorneys' fees;

- c. The SFWIB may seek enforcement of this Contract by any action at law or equity available to the SFWIB, including, but not limited to, filing an action in a court of competent jurisdiction. The venue of any such action shall be in Miami-Dade County, Florida. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such enforcement, in addition to the SFWIB's attorneys' fees through and including final resolution of the matter including all appeals;
- d. The SFWIB may debar the Contractor from future SFWIB contracting;
- e. If, for any reason, the Contractor attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the SFWIB shall, whenever the SFWIB deems it to be in the SFWIB's best interest, terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In such case the SFWIB may terminate or cancel any other contracts or purchase orders which such Contractor has with the SFWIB. The Contractor shall be responsible for all of the SFWIB's program and administrative costs associated with any such termination or cancellation, in addition to its attorneys' fees. Any contractor who attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation or material misstatement may be debarred from SFWIB contracting for a period not to exceed five (5) years; and
- f. Any other remedy available at law or equity or administratively.
- g. All remedies provided herein and otherwise shall all be deemed independent and cumulative.

**19. Damages Sustained:**

The Contractor shall not be relieved of liability to the SFWIB for damages sustained by the SFWIB caused by any breach of this Purchase Order by the Contractor, and the SFWIB may withhold payments to the Contractor until such time as the exact amount of damages due to the SFWIB are determined and satisfied. The SFWIB may also pursue any remedies available at law or equity to compensate for any damages sustained by any such breach. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such breach, including the SFWIB's attorneys' fees.

**20. Florida Public Records Law:**

The Contractor shall allow public access to all documents, papers, letters, or other materials subject to the provisions of chapter 119, Florida Statutes, made or received by the Contractor in connection with this Purchase Order, except that public records which are made exempt and/or confidential from public records disclosure by law must be protected from disclosure and includes, but is not limited to, criminal history information derived from the U.S. Department of Justice. The Contractor's failure to allow such public access shall result in the immediate termination of this Purchase Order or any renewal. The Contractor shall maintain public records stored in electronic record keeping systems in accordance with chapter 119, Florida Statutes, and Rule 1B-26.003 of the Florida Administrative Code.

Pursuant to section 119.0701, Florida Statutes, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- b. Upon request from the SFWIB's custodian of public records, provide the SFWIB 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;
- c. Ensure that public records that are exempt or confidential 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 purchase order if the Contractor does not transfer the records to the SFWIB; and
- d. Meet all requirements for retaining public records and transfer to the SFWIB, at no cost to the SFWIB, all public records created, received, maintained and/or directly related to the performance of this Purchase Order that are in possession of the Contractor upon termination of this Purchase Order. Upon termination of this Purchase Order, the Contractor shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the SFWIB in a format that is compatible with the SFWIB's information technology systems.

For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of the SFWIB's official business.

**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 Purchase Order, contact the custodian of public records at:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)  
Office of the Executive Director. Telephone: 305-929-1500  
South Florida Workforce Investment Board  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234**

In the event the Contractor does not comply with the public records disclosure requirement set forth in section 119.0701, Florida Statutes of this Purchase Order, the SFWIB shall avail itself of the remedies set forth in **Breach of Contract** and **Breach of Contract: SFWIB's Remedies** of this Agreement.

A Contractor who fails to provide the public records as required by law, within a reasonable time, may be subject to penalties under section 119.10, Florida Statutes.

**21. Confidentiality of Records:**

As provided in applicable state or federal law, the Contractor shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Contractor shall not divulge such information without the written permission of the participant, or participant's responsible parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of the Purchase Order may be divulged to the SFWIB or such other persons as the SFWIB may designate who have responsibilities for monitoring or evaluating the services and performances under the Purchase Order, or to governmental authorities to the extent necessary for the proper administration of the law and the provision of services. All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. No release of information by the Contractor, if such release is required by federal or state law, shall be construed as a breach of this Purchase Order.

**22. Employment Eligibility Verification ("E-Verify"):**

**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. There is no charge to employers to use E-Verify.

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of section 448.095, Florida Statutes, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractors must also include in all subcontracts 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. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and the Contractor may be liable for any additional costs incurred by the SFWIB resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

The Department of Homeland Security's E-Verify system can be found at:

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

The Contractor shall maintain evidence of the use of the E-Verify system in the employee's personnel file. The Contractor shall maintain a personnel file for each staff person funded under this Contract in accordance with the SFWIB's Policies and Procedures, state and federal laws.

### 23. Subcontracts and Assignments:

Subcontracts and assignments of this Purchase Order are not authorized, unless approved in writing by the SFWIB. The terms contained herein shall be incorporated into any subcontract or assignment and be required for the approval of same. Subcontractors and assignees approved by the SFWIB shall be required to comply with the terms of thereof. Contractor shall provide to the SFWIB a copy of all subcontracts or assignments prior to execution.

### 24. FAR Deviation Clause

#### Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors

##### ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) *Definition.* As used in this clause -  
*United States or its outlying areas* means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors> .

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph

(d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

## **ASSURANCES AND CERTIFICATIONS**

The South Florida Workforce Investment Board (**SFWIB**) will not award funds where the Contractor fails to accept the **ASSURANCES AND CERTIFICATIONS** contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

- (a) Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98)**
- (b) Certification Regarding Lobbying (29 CFR Part 93)**
- (c) Certification Regarding Drug-Free Workplace Requirements (29 CFR Part 94)**
- (d) Non-discrimination and Equal Opportunity Assurances (29 CFR Part 38)**
- (e) Certification Regarding Public Entity Crimes (section 287.133, Florida Statutes)**
- (f) Sarbanes-Oxley Act of 2002**
- (g) Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- (h) Scrutinized Companies Lists Certification (section 287.135, Florida Statutes)**
- (i) Discriminatory Vendors (section 287.134, Florida Statutes)**

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

**(a) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION**

As required by the regulation implementing Executive Orders No. 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Contractor certifies to the best of the Contractor's knowledge and belief, to the following:

1. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, agency or subcontractor;
2. The Contractor has not, within a three-year period preceding this application/proposal/contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or agreement 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. The Contractor is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2 of this certification; and
4. The Contractor has not, within three-year period preceding this application/proposal/contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall comply with the provisions herein. If the Contractor is unable to certify any of the statements herein, the Contractor or subcontractor shall submit an explanation to the SFWIB attached to this form.

**(b) CERTIFICATION REGARDING LOBBYING**

The Contractor certifies, to the best of the Contractor's knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Contractor, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal

contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for "all" sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose the same accordingly.

This certification is a material representation of fact upon which reliance was placed when the Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(c) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor assures and guarantees that the Contractor shall comply with the federal Drug Free Workplace Act of 1988, its implementing regulations codified at 29 CFR 94, subpart F, and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission.

**(d) NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES**

As a condition for the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act (WIOA), and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin (including Limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities ("public entities") and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;

8. Executive Order (EO) No. 11246, "Equal Employment Opportunity" as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Contractor also assures that Contractor 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 WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance.

**(e) CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, FLORIDA STATUTES**

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

The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change in circumstances regarding this status.

**(f) SARBANES-OXLEY ACT OF 2002**

It is the policy of the SFWIB to comply with the requirements of the Sarbanes-Oxley Act of 2002, sections 1102 and 1107, set forth by the Act, the United States Code Title 18, sections 1512 and 1513, as amended, and the requirements of the Workforce Board. By signing below, the Contractor assures that the Contractor will comply with the Sarbanes-Oxley Act provisions as set forth below:

**Provisions of the Act – Title X1 – Corporate Fraud Accountability**

**Section 1102 – Tampering with a record or otherwise impeding an official proceeding** – "Whoever corruptly: 1) alters, destroys, mutilates, or conceals a record, document or other object, or attempts to do so, with the intent to impair the object's integrity or availability for use in an official proceeding 2) otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so, shall be fined under this title or imprisoned not more than 20 years, or both".

**Section 1107 – Retaliation against Informants** – "Whoever knowingly, with the intent to retaliate, takes any action harmful to any person, including interference with the lawful employment or livelihood of any person, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any federal offense, shall be fined under this title or imprisoned not more than 10 years, or both".

**(g) ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (PUB. L. 111-117)**

As a condition of a contract, the Contractor assures that the Contractor shall 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 Appropriation Act, 2011, section 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.

**(h) SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135. FLORIDA STATUTES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both of which are created pursuant to section 215.473,

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified in the section entitled "Contractor Name" 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. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorneys' fees, and/or costs.

**(i) DISCRIMINATORY VENDORS, SECTION 287.134, FLORIDA STATUTES**

The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

1. Submit a bid on a contract to provide any goods or services to a public entity;
2. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
3. Submit bids on leases of real property to a public entity; or
4. Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

**BY SIGNING BELOW, THE CONTRACTOR CERTIFIES AND ASSURES THAT THE CONTRACTOR WILL FULLY COMPLY WITH THE APPLICABLE ASSURANCE OUTLINED IN PARTS A THROUGH I, ABOVE.**

\_\_\_\_\_  
**Contractor Name**

\_\_\_\_\_  
**\*Name and Title of Authorized Representative**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

**\*The signatory should be fully and duly authorized to execute agreements on behalf of the Contractor named above.**