

**Speaker/Lecturer  
Instructions & Agreement (“Agreement”)  
(Grant Funded)**

**I. Introduction:**

The speaker/lecturer agreement ensures all due diligence is completed between the College and the speaker/lecturer to book the event before services are rendered. During this process, a College issued, legally binding purchase order (“Purchase Order”) will be issued to the speaker/lecturer and timely payment will occur.

**II. Instructions:**

***Prior to completing this Agreement’s form, ensure that the Speaker is an approved FSCJ Supplier in PeopleSoft. If they are a new supplier, email Speaker’s contact information to [suppliercontact@fscj.edu](mailto:suppliercontact@fscj.edu)***

- A. Quotes:** If the fee is \$0-\$7,499.99, 1 quote is required; If the fee is \$7,500-\$19,999.99, 2 quotes are required; and if the fee is \$20,000-\$64,999.99, 3 quotes are required. Any cost of \$65,000+ will require a public solicitation and public posting for 72 hours on FSCJ’s public website.
- B. Sole/Single Source:** If the fee of the Speaker is over \$7,500 and obtaining additional quotes is not possible, a sole/single source form must be completed. Review [APM 5-0302 Purchases Exempt from Solicitation \(Non-Competitive Bid Purchases\) and Sole/Single Source Procedures](#). The Sole/Single Source Form can be found by clicking on the following link. [Sole and Single Source Justification Request Instructions & Form](#)
- C. When working with a Speaker Bureau or Company:** The Department will complete all fields of the form and if a field is not applicable, enter N/A.
- D. When Working with an Individual Speaker:** The Department will collect a completed and signed Other Personal Services (“OPS”) Agreement (found by visiting the following link ([Issuance of Other Personal Services Agreement APM 03-0504](#)) and complete and submit the OPS Agreement as instructed in the APM.
- E. If the cost of the event is less than \$7,500,** a Requisition (“REQ”) is not required but a signed Speaker Agreement is still required. Therefore, please send the completed Agreement to [purchasing@fscj.edu](mailto:purchasing@fscj.edu) to obtain signatures. Once all signatures are obtained, the Department will process a department voucher in PeopleSoft and attach the signed Speaker Agreement after the event is concluded for the payment to be processed.
- F. If the Department is utilizing grant funds:** Verify with Grants Accounting that this expense is allowable by the grant. You can contact [projectaccounting@fscj.edu](mailto:projectaccounting@fscj.edu) for more information. If approved, complete this Grant Funded Speaker Agreement.

**III. Final Steps:**

- A.** Department Requestor, completes filling in the fields of this Agreement
- B.** Department Requestor then submits a **REQ** and attaches the:
  - i. Completed Agreement
  - ii. Company’s quote
  - iii. Sole/Single Source Form, if applicable
  - iv. Any additional Documentation
- C.** The Purchasing Representative will then review the request, including all the documentation, and will contact the department if additional information is needed.

- D. The Purchasing Representative will issue the Purchase Order to both the Company and the Department. Approved invoice(s) should be sent by the Department to [accountspayable@fscj.edu](mailto:accountspayable@fscj.edu) for payment after the event has concluded.

**\*\*Signature approvals will be obtained by the Purchasing Department via Adobe Sign!! Thank you**

| <b>Event Information</b><br><b>(Completed by Department)</b>   |  |
|--|--|
| <b>Company Name:</b>   |  |
| <b>Speaker's Name ("Speaker")<br/>if different from Company:</b>   |  |
| <b>All Inclusive Fee ("Fee"):<br/>(Includes all Expenses)</b>  |  |
| <b>Event Name:</b>   |  |
| <b>Event Date:</b>   |  |
| <b>Event Venue Location:</b>   |  |
| <b>Payment Due Date</b>  | Payment Due date is 30 days after the Event Date.  |
| <b>Payment:</b>  | A College issued legally- binding purchase order ("Purchase Order") will be issued to the Company within 30 days of the Agreement last signature's execution date ("Execution Date"). Prior to the event, the Company will email their invoice to <a href="mailto:accountspayable@fscj.edu">accountspayable@fscj.edu</a> listing the Purchase Order number. Full payment for this event will be issued to the Company within 30 days after the Event Date. |
| <b>Travel &amp;<br/>Accommodations:</b>  | The speaking fee (as stated above) is inclusive of all travel and travel-related expenses.   |
| <b>Topic and Speaker Activities<br/>Description and Schedule:</b><br><i>(Attach additional information,<br/>if needed)</i> |  |

|  |   |
|--|---|
| <b>Estimated number of College attendees:</b>              |   |
| <b>College Department Event contact:</b>                   | <b>Name:</b><br><b>Email:</b><br><b>Phone:</b>  |
| <b>Speaker/Company Contact:</b>                            | <b>Name:</b><br><b>Email:</b><br><b>Phone:</b>  |
| <b>Speaker's books available at Event (if applicable):</b> |   |
| <b>Recording:</b>  | <p>Please see Paragraph 8 below (<i>Recording and Endorsements</i>): Unless otherwise stated below, no recording of any kind is permitted without the Company's express written consent on behalf of the Speaker.</p> <p>***Notwithstanding anything in this Agreement to the contrary, the Company, on behalf of the Speaker permits the College to record the event for their College website provided that its password is protected for College members only.</p> |
| <b>Promotional Materials:</b>                              | <p>The College shall use only biographical material and photos of the Speaker provided by the Company and/or Speaker. All advertising for this Event shall include the words: "For more information on this Speaker please visit [Insert website information] _____."</p>   |
| <b>Technical Requirements:</b>                             | <p>FSCJ (Florida State College at Jacksonville) will provide for the room a working projector, computer, internet, and microphone.</p>  |
| <b>Speaker/Company Contact Information for Signatory</b>   | <b>Name:</b><br><b>Title:</b><br><b>Email:</b>  |

If you have any questions regarding completion of this agreement, please contact Purchasing Staff at [purchasing@fscj.edu](mailto:purchasing@fscj.edu)

To confirm this Agreement, please sign and return a copy of this Agreement to College. A fully executed copy will be returned to you for your files. The Agreement is subject to the **Standard Terms and Conditions** on the following pages which are incorporated herein by reference. The College representative warrants that they are a duly authorized representative of the college. Company represents and warrants that it is authorized to sign this Agreement on behalf of Speaker and Speaker shall be bound by the obligations herein.

**Accepted on behalf of Speaker by Company:**

| Name           | Signature | Title |
|----------------|-----------|-------|
|                |           |       |
| Execution Date | Email     |       |
|                |           |       |

**Accepted by Florida State College at Jacksonville ("College"):**

| Name           | Signature | Title |
|----------------|-----------|-------|
|                |           |       |
| Execution Date | Email     |       |
|                |           |       |

**Project Grants Accounting:**

| Name | Signature | Title |
|------|-----------|-------|
|      |           |       |

**Department Acknowledgement:**

| Name | Signature | Date | Department Name |
|------|-----------|------|-----------------|
|      |           |      |                 |

**STANDARD TERMS AND CONDITIONS**

- 1. Parties:** This Agreement is made between the Speaker and College (each a “Party” and collectively the “Parties”). The Parties agree that the Company is acting in its capacity as booking agent for the Speaker for the scheduled function (the “Event”). College is retaining the services of Speaker, not the Company. The Company has authority to negotiate and sign on Speaker’s behalf and to handle payments from College in connection with the Event. Speaker agrees to be bound by the obligations established in this Agreement. The Parties are independent contractors with respect to this Agreement and nothing shall constitute a partnership, joint venture, agency, or employee/employer relationship. Neither Party shall be liable for any representation, act, or omission of the other. The Parties further acknowledge that Speaker is an independent contractor and is not an employee, partner, joint venture, or agent of either College or Company and that Speaker has the exclusive control over how the services in connection with the Event are fulfilled. The Parties acknowledge and agree that the Company shall not be responsible in any way for the Speaker’s acts, omissions, statements, or any commitments made by the Speaker or the College.
- 2. Payment:** A College issued legally- binding purchase order (“Purchase Order”) will be issued to the Company within 30 days of the last dated signature to this Agreement (“Execution Date”). Prior to the event, the Company will email their invoice to [accountspayable@fscj.edu](mailto:accountspayable@fscj.edu) listing the Purchase Order number. Full payment for this event will be issued to the Company within 30 days after the Event Date.
- 3. Cancellation by College:** If the Event is cancelled by College 60 days or more prior to the Event, the College shall owe no Fee to Speaker. If the Event is cancelled by College 59 days or less prior to Event Date, fifty percent (50%) of the Fee shall be forfeited and shall be due, and payable immediately.
- 4. Cancellation by Speaker:** In the event the Speaker must cancel due to transportation problems beyond the control of the Speaker, illness, or unforeseen emergency Company will attempt to provide a comparable Speaker who is acceptable to the College or reschedule the event to a mutually agreeable date within 12 months of the originally scheduled Event date. In the event the Speaker cancels the contract and Company cannot provide a comparable Speaker who is acceptable to the College or reschedule the event to a mutually agreeable date within 12 months of the originally scheduled Event date, Speaker agrees to reschedule the Event within 24 months of the original Event date and agrees that the Fee will be reduced by 50%. In the event the Speaker is delayed but arrives and presents her/his program in full, all Fees and other charges shall be due in full.
- 5. Force Majeure:** Notwithstanding any other provision of this Agreement to the contrary, in the event that the performance of any obligation under this Agreement by a Party is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, blackouts, pandemic or epidemic, or any other cause beyond the reasonable control of a Party, such Party shall not be responsible to the other Parties for failure or delay in performance of its obligations under this Agreement. Each Party shall promptly notify the other Party of such force majeure condition. The terms of this Clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations under this Agreement until as soon as practicable after the force majeure condition ceases to exist. For the avoidance of doubt, if a Party is unable, due to a force majeure condition, from performing its obligations on the Event Date, the foregoing Clause requires the Parties to make good faith efforts to reschedule the Event on a date to be mutually agreed.
- 6. Lodging/Travel/M meal Expenses:** The Fee includes all costs to complete the deliverable including all labor, meals, materials, travel, and lodging costs.
- 7. Facility:** College shall provide a clean, well-heated (or well cooled as the case may be), well-lighted and safe venue for the Event, and shall not permit the audience to exceed the legal limit for the venue. All equipment and facilities, and all accessories required by Speaker, shall be in good working order. Any material changes in the nature of the Event, including, without limitation, the venue, the size of the audience, the purpose of the engagement shall constitute a breach of this Agreement unless agreed to in writing by Speaker. No additional appearances or activities shall be expected of the Speaker unless expressly contained as a part of this Agreement or agreed to later in

writing. The Fee is understood to be for the speaking engagement only as outlined in this Agreement

8. **Recording/Endorsements:** It is understood and agreed that without the express written consent of the Company on behalf of Speaker, which may be withheld in Company's sole discretion (a) the Event, including the Speaker's presentation may not be recorded by any means, including without limitation audio-taped, video-taped or broadcast, streamed live or via Internet, in any form or length, and (b) Speaker's name and likeness may not be used in connection with any endorsements of products or services. College will use commercially reasonable efforts to prevent audience members from recording the Event or engaging in conduct prohibited by this paragraph. If permission for the audio and/or video recording of the Event for College's archival purposes is given, a copy of any video or audio recording must be sent to the Company. Company and Speaker reserve all copyrights for the Event and any video or audio recording thereof. The Speaker and/or Company reserve the right to audio-and/or videotape the Event in their discretion. Notwithstanding the foregoing, or anything else in this Agreement to the contrary, the College is permitted to record the event for their College website provided that its password is protected for College members only.

9. **Copyrighted Work:** Speaker shall retain any and all intellectual property rights to the copyrighted materials that she/he may use in connection with the Engagement: participant materials, components, workshops, training procedures, printed materials, including books, author photographs, publicity and promotional materials and other material in print and other media and services collectively referred to as "Materials" and College shall obtain no rights to the Materials unless specifically agreed to by the Company or Speaker in writing.

10. **Books: The College, if requested by the Company, will arrange to have the Speaker's books available for purchase and/or giveaway.** Either the College may purchase copies of the book(s) authored by the Speaker or work with the Company to arrange for a local bookseller to provide book sales on-site.

11. **Confidentiality:** The Parties agree that the terms of this Agreement, including the financial terms are confidential (the "Confidential Information") and other than as may be required by applicable law, government order or decree, neither Party will publicly disclose Confidential Information. Each Party is fully responsible for the acts of its employees, officers and agents and any breach of this provision, whether intentional or negligent, shall be deemed a material breach of this Agreement and the breaching Party will be held liable. The term "Confidential Information" shall not include information that: (a) is or becomes generally available to the public, other than as a result of a disclosure or other fault by the Party receiving Confidential Information ("Recipient") of any of its Representatives (as hereinafter defined) in violation of this Agreement; (b) was rightfully in Recipient's possession free of any obligation of confidence before, at, or subsequent to the time such portion was communicated to Recipient by the Disclosing Party ("Discloser"); or (c) was communicated to Recipient on a non-confidential basis from a source other than the Discloser, provided that such source is not bound by a duty of confidentiality prohibiting the disclosure thereof. Any disclosure by Recipient of Confidential Information in response to a valid order by a court or other governmental agency, or otherwise required by applicable law, shall not be considered to be a breach of this Agreement by Recipient; provided, however, that Recipient shall provide prompt prior notice thereof to Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure, and Recipient shall limit the extent of such disclosure solely to the extent required by such order or law, and Recipient shall use its commercially reasonable efforts to ensure that such disclosed information is treated strictly confidentially by all recipients thereof. Notwithstanding the foregoing, the parties also acknowledge that as a public entity of the State of Florida, the College is subject to Chapter 119, Florida Statutes, aka "Florida's Public Records Act". As such, the terms of this Agreement as well as related Purchase Orders may be considered a "public record." Any disclosure of this Agreement or a Purchase Order pursuant to a public records request shall not be considered a breach of any confidentiality obligations.

12. **Taxes:** As an independent contractor, Speaker shall be solely responsible for all federal and local income and other taxes (including, without limitation, Social Security and Medicare) that are due on the income received by Speaker for the services performed hereunder. College shall be solely responsible for any sales taxes, admission taxes, user fees or other charges, taxes or fees of whatsoever description levied by the jurisdiction in which the Event takes place.

13. **Limitation of Liability:** In no event shall either Party be liable to the other for indirect, incidental, consequential, special, or exemplary damages such as, but not limited to, loss of revenue or anticipated profits or lost business,

incurred by a Party whether in an action in contract or tort even if the other Party has been advised of the possibility of such damages, except for the payment obligations of College under this agreement, and any indemnification obligations of either Party, and any damages arising from one Party's misappropriation of the other's intellectual property or Confidential Information. The parties hereto acknowledge and agree the College is a political subdivision of the State of Florida. As such, the College's performance under this agreement and any amendments hereto or attachments connected herewith, shall at all times be subject to any and all applicable federal, state, and local laws and regulations and District Board of Trustee Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein. The parties acknowledge that the College's performance under this Agreement is subject to the provisions and limitations of Section 768.28, F. S. (the provisions and limitations of which are not waived, altered, or expanded by anything herein). Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the College to be sued; or (iii) a waiver of sovereign immunity of the College beyond the waiver provided in Section 768.28, F. S. As the College is a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues.

14. **E-Verify.** Pursuant to State of Florida Executive Order No. 11-116, Company shall utilize the U.S. Department of Homeland Security's E-Verify system <https://www.e-verify.gov/> to verify the employment of all new employees and independent contractors hired by the Company during the Agreement term. Company shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement, utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Agreement term.

15. **Other provisions.** Should any provision of this Agreement be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity. The captions provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision thereof.

Neither Party may, without prior written consent of the other Party, assign this Agreement in whole or in part. Any attempted assignment in contravention of the terms of this paragraph shall be null and void.

With respect to insurance, Speaker is responsible for his liabilities and certifies that he (or Company) has appropriate insurance coverage for Speaker's services under this Agreement. Speaker shall indemnify the College for any claims arising out of or in connection with any unlawful acts, negligent acts, errors, omissions, or willful misconduct on the part of Speaker or Speaker's agents, employees, subcontractors, licensees, or invitees. College shall not be liable for any damages or injuries to Speaker or Speaker's property, while on College's premises, and Speaker hereby releases College, its trustees, officers, staff, employees, representatives and agents from all form and manner of risks inherent or relating to such activities, and agrees to waive all claims and demands of any nature arising from the Event or related activities, except for those losses or claims arising from the sole or willful negligence or misconduct of College.

16. **Entire Agreement.** This Agreement may be executed in one or more counterparts each of which will be deemed an original but all of which together will constitute one instrument. If the College requires a rider/separate document to be executed in addition to this Agreement, the terms of this Agreement shall prevail in the event of a conflict regardless of the date of execution of the documents. This Agreement and any College provided rider/document set forth the entire understanding between the Parties and it may not be altered, changed, modified, or waived, in whole or part except by amendment in writing signed by both Parties.

17. **Independent Contractor.** The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.

18. **Applicable Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of

Florida without regard to its conflict of laws principles. The parties submit to the jurisdiction and venue of the local state and federal courts in Duval County, Florida.

19. **Public Access to Records.** The College, as a political subdivision of the State of Florida, is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. The parties agree to comply with applicable Florida Statutes as it relates to the maintenance, generation, and provision of access to all public records related to this Agreement.

20. **Non-Discrimination.** Florida State College at Jacksonville does not discriminate against any person based on race, disability, color, ethnicity, national origin, religion, gender, age, sex, sexual orientation/expression, marital status, veteran status, pregnancy or genetic information in its programs or activities. Inquiries regarding the non-discrimination policies may be directed to the College's Civil Rights Compliance Office, 501 West State Street, Jacksonville, Florida 32202 | (904) 632-3221 | [CRCO@fscj.edu](mailto:CRCO@fscj.edu).



FLORIDA STATE COLLEGE AT JACKSONVILLE ("FSCJ")

FEDERALLY FUNDED ATTESTATION – (NON-CONSTRUCTION PROGRAMS)

**Appendix II to Code of Federal Regulations (C.F.R. Part 200)—**

**Contract Provisions for Non-Federal Entity ("Company") Contracts Under Federal Awards**

Note: Not all assurances referenced below may be applicable to the sale of your products or services. If you have questions, please contact the FSCJ Purchasing Department at [purchasing@fscj.edu](mailto:purchasing@fscj.edu). Furthermore, certain Federal awarding agencies may require FSCJ certify additional assurances. If such is the case, your Company will be notified. Your Company understands this purchase has federal funding requirements and by signing this attestation your Company agrees to comply with the following requirements, as applicable:

1. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts over \$10,000 must address termination for cause and convenience by the non-Federal entity, including the way it will be affected and the basis for settlement.
3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity more than \$100,000 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 based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at least 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, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
4. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 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.
5. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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).
6. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB (Office of Management and Budget) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 must 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 non-Federal award.
8. See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
9. Secure Networks Act-Section 2(a) of the Secure and Trusted Communications Networks Act of 2019, Pub. L. No. 116-124, 133 Stat. 158 (2020) (codified as amended at 47 U.S.C. §§ 1601–1609) --List of Equipment and Services Covered by Section 2 of the Secure Networks Act. The following link provides the listing of companies determined to pose an unacceptable risk to the national security of the United States or the security and safety of United States persons.  
<https://www.fcc.gov/supplychain/coveredlist>
10. Allow the Federal Government the Comptroller General of the United States through their authorized representative access and examine all records, books, papers, or documents related to this purchase, as well as establish a proper accounting system in accordance with generally accepted accounting standards and to retain all records a minimum of five years or mandated retention period as required by law.
11. Establish safeguards prohibiting employees from using their positions or any property or resource within her or her trust to secure a privilege benefit for himself/herself or for others.
12. Comply with, as applicable, the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763 relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
13. Comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 – 1683, and 1685 – 1686), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 – 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

14. Comply with all applicable requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91.646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
15. Comply with the provision of the Hatch Act (U.S.C. 1501 – 1508 and 7324 – 7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
16. Comply, as applicable, with provisions of the Contract Work Hours and Standards Act (40.327– 333), regarding labor standards for federal funded service contracts.
17. Comply, if applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L.91.190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.) (f) conformity of Federal actions to State (Clear Air) implementation Plans under Section 176(c) of the Air Pollution Control Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93.523; and (h) protection of endangered species under the Endangered Species Act of 1973, as amended. (P.L 93.205).
18. Comply, if applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
19. Assist the US Federal Government (as requested) in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a.1 et seq.).
20. Comply, if applicable, with P.L. 93.348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
21. Comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P.L) 89.544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
22. Comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this purchase.
23. Endeavor to provide subcontracting opportunities to small businesses owned and controlled by socially and economically disadvantaged individuals (WBE/MBE) in accord with Executive Order 12928.
24. Comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Federal regulations (41 CFR Chapter 60).
25. Comply, if applicable, with mandatory standards and policies (as applicable) relating to energy efficiency contained in the state energy conservation plan as required with the Energy Policy and Conservation Act (Pub. L. 94 – 163, 89 Stat. 871).
26. Comply with federal requirements and regulations (as applicable) pertaining to patent rights for the discovery or invention developed in the course of or performance under such contract. Comply with such requirements related to copyright and data rights related to development in performance of this contract.

Our Company attests that it is in full compliance with all the applicable cited United States federal contractual

requirement attestations.

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Company Name

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Authorized Signatory

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Date Signed

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Signatory's Name

Florida State College at Jacksonville is a member of the Florida College System and is not affiliated with any other public or private university or college in Florida or elsewhere.