

TRAINING VENDOR AGREEMENT MODIFICATION

TRAINING VENDOR AGREEMENT MODIFICATION
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

TRAINING VENDOR
GEB Computer Training, LTD

Principal Address:
350 East Las Olas Boulevard
Suite 1250
Ft. Lauderdale, Florida 33301

MODIFIED:
AGREEMENT NUMBER
WS-TVA-19-25-01

PREVIOUS:
AGREEMENT NUMBER CONTRACT PERIOD
WS-TVA-19-25-00 **July 1, 2019 through June 30, 2022**

THIS AMENDMENT #01, hereinafter referred to as the "AMENDMENT," entered into between , **GEB Computer Training, LTD** hereinafter referred to as the "CONTRACTOR" and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB," amends the Workforce Services Contract, hereinafter collectively with amendment referred to as the "CONTRACT" between the SFWIB and the CONTRACTOR dated **July 1, 2019 and expiring June 30, 2022.**

Article 6, Compensation, is deleted in its entirety and replaced with the following language:

The SFWIB agrees to compensate the Training Vendor for the costs associated with the provision of services provided in accordance with **Exhibit A, Statement of Work.** The maximum amount payable shall not exceed the cost per approved training program as set forth in **Exhibit C, Approved Training Program Cost Listing** and shall be paid in accordance with **Exhibit A, Section F - Payment Process and Invoicing,** which is attached hereto and incorporated herein by reference.

The Training Vendor shall not hold SFWIB participants, who enroll in a program prior to a cost modification, liable for the said costs that may exceed the pricing set forth in **Exhibit C, Approved Training Program Cost Listing.** It is the Training Vendor's sole responsibility to ensure the correct program costs are submitted and entered into the WFMS when updates occur.

Article 10, Employment Eligibility Verification is repealed and replaced with the following:

Article 10, Verification of Employment Eligibility (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

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.

All provisions in the CONTRACT and any attachments and exhibits thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original CONTRACT.

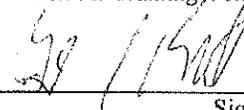
SIGNATURES APPEAR ON THE FOLLOWING PAGE

SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURES FOR: **GEB Computer Training, LTD**
AGREEMENT NUMBER: **WS-TVA-19-25-01**
CFDA NUMBER: **WIOA AD: 17.258; WIOA DW: 17.278; WIOA Youth: 17.259;
WIOA RR: 17.278; TAA 17.245; TANF 93.558;
RET: 93.584 & 93.576**

(For Use Only When the Training Vendor Is a Corporation)

1a.  1b. _____
Signature of President or Vice-President

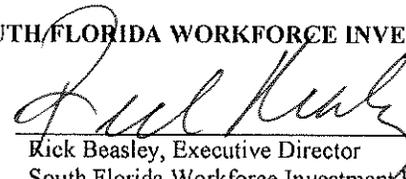
09/30/21 _____
Date Date

2a. Gil J. Bonwitt 2b. _____
Typed Name of President or Vice-President

3a. Gil J. Bonwitt, as President of GEB 3b. _____
Computer Training, Inc.
Full Title of President or Vice-President

4a.  4b. _____
Signature of Person Attesting Signature of Person Attesting
Signature that Appears on Line 1a Signature that Appears on Line 1b

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  _____
Rick Beasley, Executive Director Date 10/5/2021
South Florida Workforce Investment Board

safety, or welfare to an appropriate agency. Furthermore, the Training Vendor shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Training Vendor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Florida Commission of Human Relations or the Whistle blowers Hotline number at 1-800-543-5353.

**ARTICLE 80
SURVIVAL**

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Training Vendor and the SFWIB under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**ARTICLE 81
JOINT PREPARATION**

The Parties hereto acknowledge that they have sought and received competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**ARTICLE 82
SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL**

Regardless of the amount of this Contract, the SFWIB may terminate this Contract at any time the Training Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel as described in section 215.4725, Florida Statutes.

**ARTICLE 83
ANNUAL CERTIFICATION**

On an annual basis, the Contractor shall sign the certification that all certifications and assurances on file with the Agreement are current and that the terms and conditions have not changed. The Contractor shall complete **Exhibit F, Annual Certification** attached hereto and incorporated herein by reference.

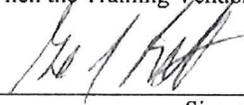
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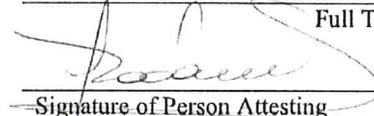
(For Use Only When the Training Vendor Is a Corporation)

1a.  1b. _____
Signature of President or Vice-President

04/13/2020 _____
Date Date

2a. **Gil J. Bonwitt, as President of GEB** 2b. _____
Computer Training, Inc. Typed Name of President or Vice-President

3a. **President** 3b. _____
Full Title of President or Vice-President

4a.  4b. _____
Signature of Person Attesting Signature of Person Attesting
Signature that Appears on Line 1a Signature that Appears on Line 1b

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  _____
Rick Beasley, Executive Director Date
South Florida Workforce Investment Board 4/30/2020