



**Request For Proposals**

**For**

**NATIONAL EMERGENCY GRANT  
EMPLOYER OF RECORD**

**For The Period  
July 1, 2015  
to  
June 30, 2020**

**RFP # 15-001-NEG/EOR**

**Date Issued: March 16, 2015**

**DEADLINE FOR SUBMISSION: APRIL 15, 2015 AT 4:30 PM**

**Proposals should be directed to:  
Glenda Harden, Vice President of Operations  
CareerSource Research Coast  
584 NW University Blvd., Suite 100  
Port St. Lucie, FL 34986  
(866) 482-4473**

**REQUEST FOR PROPOSAL #15-001 NEG EMPLOYER OF RECORD  
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## General Information

### A. PURPOSE AND PERIOD OF PERFORMANCE

The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast is seeking proposals from personnel placement firms located in Indian River, Martin, Okeechobee and St. Lucie Counties, for an Employer of Record (EOR) that can deliver staffing services that may be necessary as a result of a disaster, either natural or man-made. A fee-for-services contract may be awarded to a firm, hereinafter known as EOR, responding to this RFP for the period noted below. The EOR will be "on-call" for this period should the services be needed. Should the services not be required during this period, no compensation will be made to the EOR. The Board does not guarantee a contract as a result of this solicitation, and the Board will not pay for the development of proposals related to this RFP.

The period of performance will be from July 1, 2015 through June 30, 2020 depending upon performance. Each year, CareerSource Research Coast will evaluate the effectiveness of the EOR's performance, if needed, and determine if the contract should be continued. Services will be needed only if a disaster occurs.

Should a disaster occur prior to the completion of this solicitation and the awarding of a contract to a proposer, CareerSource Research Coast retains the right to temporarily contract with the entity/entities previously serving as EOR for the NEG activities resulting from the disaster.

### B. BACKGROUND AND GENERAL INFORMATION

CareerSource Research Coast and its service providers serve as part of Florida's emergency response team. The workforce system is responsible for putting individuals who are displaced from their jobs as a result of a disaster into temporary cleanup, restoration or humanitarian aid jobs until the individual can return to work, or the disaster period, as defined by the federal government, passes.

A federal grant known as the National Emergency Grant (NEG) provides funds to states, and the states allocate the dollars to areas impacted by the disaster. The dollars are earmarked for staffing disaster cleanup. The staffing must consist of individuals displaced from their jobs due to the disaster, or long-term unemployed individuals. Because of the potentially large numbers of people impacted by a disaster, the grant funds received and the number of people to be screened and placed into temporary jobs can be substantial. The grant funds awarded coincide with the size and intensity of the disaster.

CareerSource Research Coast does not have the capacity to process large numbers of displaced individuals or to handle the payrolls and workers' compensation associated with the temporary jobs and, therefore, is seeking an EOR, a personnel firm, capable of handling hundreds, or even thousands, of workers, processing and delivering payrolls and covering workers' compensation into the millions of dollars.

In 2004, The Research Coast area was devastated by two hurricanes and one tropical storm within a three-week period. Following these storms, CareerSource Research Coast received in excess of \$7.2 million dollars to operate an NEG Temporary Jobs Program. Approximately 28,000 people were displaced from their jobs. More than 1,000 were placed on temporary jobs for up to six months. During that time, CareerSource Research Coast procured, under emergency circumstances, an EOR, a private personnel agency, that handled placement of individuals onto temporary worksites, collected and verified timesheets, processed payroll, delivered checks to the worksites, jointly monitored worksites along with CareerSource Research Coast and its service provider staff, submitted reports to CareerSource Research Coast and followed up on cases of fraud or abuse of the program.

In 2005, the Research Coast was again impacted by another hurricane. This time the damages were limited and very few individuals were displaced from their jobs. CareerSource Research Coast received approximately \$500,000 for a NEG Temporary Jobs Program, but the limited need for assistance resulted in less than 100 individuals being placed into temporary jobs funded by the grant and excess dollars were returned to the state for use in other harder hit regions. Again, CareerSource Research Coast contracted with a personnel agency as EOR to handle the same responsibilities as before.

In conjunction with the 2005 disaster, CareerSource Research Coast partnered with the Department of Children & Families (DCF) for staffing of an Emergency Food Stamp Program. CareerSource Research Coast, CareerSource Research Coast' contracted service provider and the EOR worked jointly to recruit, screen and place almost 300 temporary workers for DCF. The EOR handled the payroll, including workers' compensation for these employees, as well.

**C. WHO MAY APPLY**

This solicitation is open to licensed personnel agencies with the capacity, experience and financial resources to manage and follow through with the services outlined in this RFP.

**D. DESCRIPTION OF THE WORKFORCE DEVELOPMENT BOARD**

CareerSource Research Coast is a private nonprofit organization [501(c)(3)] that serves a four-county area that includes Indian River, Martin, Okeechobee and St. Lucie Counties. It is governed by a thirty-one member local volunteer Board of Directors. The majority of the Board is private sector business representatives. CareerSource Research Coast receives federal pass-through funds from the State of Florida and the United States Department of Labor under the following initiatives: Workforce Investment Act (WIA), Welfare Transition, and the Wagner/Peyser Act. CareerSource Research Coast is the grant recipient and administrative entity for these funding sources under a Memorandum of Understanding with the local elected officials. Additional information may be found at CareerSource Research Coast' website at [www.careersourcerc.com](http://www.careersourcerc.com)

Each of the aforementioned programs has laws and regulations and CareerSource Research Coast is subject to audits and program monitoring to ascertain compliance with those laws and regulations. Reference information for the National Emergency Grant (NEG) program is available on the Internet at [www.doleta.gov](http://www.doleta.gov), [usworkforce.org](http://usworkforce.org) and [www2.myflorida.com](http://www2.myflorida.com).

CareerSource Research Coast may contract with other entities for the delivery of services to the local population. CareerSource Research Coast is a forum for discussion and resolution of workforce development issues and interacts with the community to determine needs and identify and implement solutions, as appropriate.

## GENERAL PROPOSAL INSTRUCTIONS

Proposers are advised to read this entire request for proposal before preparing and submitting a proposal. Proposals that do not follow the format, do not include all the minimum requirements specified in this RFP, or are not submitted by the due date will not be considered for funding.

CareerSource Research Coast will provide clarifying information about this request for proposal only. They are not available for technical assistance or advice for the preparation of proposals. All questions regarding the RFP must be submitted in writing and directed to Glenda Harden, Vice President of Operations, at [ggharden@careersourcerc.com](mailto:ggharden@careersourcerc.com) or by at fax (866) 314-6580. Questions must be submitted by April 3, 2015. All questions and answers will be posted on the website at [www.careersourcerc.com](http://www.careersourcerc.com) as they are received and answered..

This is a competitive procurement. Staff will not provide any information on quotes from other proposers or other costs associated with similar or like projects, either current or past.

Proposals and modifications thereof are to be enclosed in sealed envelopes and addressed to:

**Glenda Harden, Vice President of Operations  
CareerSource Research Coast  
584 NW University Blvd., Suite 100  
Port St. Lucie, FL 34986**

Please show the solicitation number RFP #15-001-NEG/EOR and the name and address of the proposer on the front of the envelope. Proposals are to be received in CareerSource Research Coast' office (address above) no later than 4:30 p.m. on Wednesday, April 15, 2015. All proposals will be date stamped as of the date and time received.

Proposers hand-delivering proposals will be responsible for seeing that their proposal is date stamped and the time entered on the envelope at the time of drop-off.

Proposals may be modified or withdrawn by written notice. Modifications must be received at the above address prior to the date specified for receipt of proposals. No modifications will be accepted after the date and time noted above. Withdrawals will be accepted any time up to execution of a contract.

All proposals must conform to the proposal format described later in this document and contain all the requested information and attachments **including three (3) references. Note Section C under Proposal Format for more information on the reference requirements.**

Five (5) copies of the proposal and one electronic copy on company letterhead must be submitted – one (1) copy bearing original signatures in **blue** ink, where required.

Proposers are encouraged to keep proposals concise and to the point. Elaborate brochures are not wanted. The proposal and all attachments are to be standard size (8 1/2 x 11).

CareerSource Research Coast will furnish no material, labor or facilities for either development of a proposal or completion of the desired project unless otherwise provided for in this RFP.

## Proposal Format

The following is the required format for the proposal presentation:

### A. QUOTE ON COMPANY LETTERHEAD

The Proposer must include, on company letterhead, the RFP solicitation number and subject, the name of the Proposer's firm, local address, telephone number, fax number, e-mail address, name of contact person, and the date of the proposal along with a quote for the temp rates associated with occupations likely to be utilized during a disaster. Should a contract be awarded, the company will be required to provide a signed updated rate list every year. If the rate list changes, the amount must be approved by CareerSource Research Coast President/CEO or the contract is void.

Those occupations include clerical and light industrial. The quote for the markup rates should include the cost of a Level I State Background Check. If the candidate has lived out-of-state within the last five (5) years, a Level I Out-of-State Background Check, and a Panel 5 Drug Test must be completed. If the candidate shows any negative information, the company shall notify CareerSource Research Coast's Human Resource Department within five days by e-mail and then a follow-up phone call. This information must be presented in the following format:

#### TEMP RATES

OCCUPATIONS	ESTIMATED HOURLY RATE	PROPOSED TEMP RATE
Clerical	\$12.00	
Light Industrial	\$14.00	

Because NEG regulations require that workers be paid according to the prevailing labor market, the above positions and hourly rates may be different at the time of a disaster and other types of occupations are likely to be part of any NEG project. The two occupational areas noted above are the most common NEG jobs and for that reason, quotes for these positions will be used as a measure for selecting an EOR. Proposers must indicate in their quote, that temp rates for additional occupations not included in the quote, would be consistent with the company's rate schedule at the time of the disaster.

### B. UNDERSTANDING OF THE SCOPE OF SERVICES

The Proposer must briefly state within their quote an understanding of the scope of services to be performed and make a positive commitment to perform the work as described in this RFP. The Proposer must also provide the names of the person(s) who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers. The Proposer must ensure that the person(s) signing the letter will be authorized to bind the Proposer

### C. SUMMARY OF PROPOSER'S QUALIFICATIONS

Within the letter, the Proposer must describe the qualifications of their firm. Descriptions should include:

1. Experience handling large recruitments (include specific references as attachments to the quote).
2. Prior experience working with similar organizations.
3. Capacity for recruiting and processing large numbers of staffing in a short time frame.
4. Geographical area the EOR is capable of servicing.
5. Financial capacity to "front" the costs associated with the temporary NEG staffing since the EOR will be required to meet payroll until reimbursed by CareerSource Research Coast. **Attach the last two (2) years' financial statements to the proposal.**
6. Financial relationships (current) with members of the CareerSource Research Coast's Board, CareerSource Research Coast's employees, the Treasure Coast Workforce Consortium (Local Elected Officials) or other service providers for CareerSource Research Coast. See Attachment A for lists of Board and Consortium members. Visit [www.careersourcerc.com](http://www.careersourcerc.com) for Board employees and Board service providers

Note: The above lists may not be all-inclusive since the Board may have other requests for proposals in transition that may result in additional contracts with other entities and the CareerSource Research Coast's Board of Directors and employees periodically change.

The Proposer should attach three (3) letters of reference from past customers (private and/or public) that speak to the company's ability to handle the duties noted in this RFP. If the Proposer has worked for the CareerSource Research Coast in the past three years, only two (2) letters of reference from other past customers are required. A list of

companies with contact names and phone numbers may be submitted in lieu of the letters. Board staff will contact these references for verification of the Proposer's qualifications.

**D. INSURANCE**

The company selected through this solicitation must be insured and bonded for not less than \$2 million.

The company's employees as well as employees hired through the NEG program must be covered with workers' compensation insurance. Proof of insurance may be requested at the time of contracting and every year thereafter while under contract with CareerSource Research Coast.

**E. CERTIFICATIONS**

The Proposer must sign and include as attachments to the proposal all certifications contained within this RFP. If the Proposer is unable to comply with the requirements in these documents, it is suggested that the Proposer not submit a quote. **Service Providers for the Board, including vendors, must comply with the General Provisions, Assurances and Certifications to be eligible for a contract.**

**F. SOLICITATION TIMELINE**

Mailing/advertising of RFP	March 17, 2015
Proposals Due	Wednesday, April 15, 2015 4:30 p.m.
Technical Review	April 16, 2015
Rating Team Review	May 1, 2015
Approval/Contract Award	May 27, 2015
Contract Begin	July 1, 2015
Contract Completion	June 30, 2020

## Proposal Submission

### A. PROPOSAL DEADLINE

The Proposer must submit one (1) original and four (4) copies (total 5 copies) of the proposal letter, plus attachments (Letters of Reference and Proposer's Acceptance of General Provisions, Assurances and Certifications) to the Board no later than 4:30 p.m. EST on April 15, 2015, in order to be considered. **Proposals delivered after the time specified will not be considered.** Changes, modifications, or additions cannot be made to a proposal after the submission date.

### B. INQUIRIES

Inquiries concerning the RFP should be directed to Glenda Harden, Vice President Operations, at [ggharden@careersourcerc.com](mailto:ggharden@careersourcerc.com) or by faxing to (866) 314-6580. All requests must be made in writing.

### C. CONDITIONS OF PROPOSAL

The following conditions are applicable to all proposals:

1. CareerSource Research Coast reserves the right to reject any and all proposals, in whole or in part, and to accept any proposal that is deemed most favorable to CareerSource Research Coast at the time and under the conditions stipulated in this RFP.
2. Non-conforming proposals will be considered non-responsive and are subject to return without review; however, CareerSource Research Coast reserves the right to waive informalities and minor irregularities in the proposals received.
3. CareerSource Research Coast reserves the right to request additional information from proposers for clarification, or to allow corrections or errors or omissions, if in the best interest of the Board.
4. All proposals are subject to negotiation by CareerSource Research Coast.
5. CareerSource Research Coast reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between CareerSource Research Coast and the firm selected.
6. All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Proposer and will not be reimbursed by CareerSource Research Coast. The Proposer must, at their own expense, obtain all necessary permits and pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under the proposed contract.

### D. SUBMITTAL OF PROPOSALS

The proposal should be addressed as follows:

**Glenda Harden, Vice President of Operations  
CareerSource Research Coast  
584 NW University Blvd., Suite 100  
Port St. Lucie, FL 34986**

It is important that the Proposer's proposal letter be submitted in a sealed envelope and be clearly marked in the lower left hand corner with the following information:

**Proposal for NEG Employer of Record  
RFP #15-001-NEG/EOR  
4:30 p.m., Wednesday, April 15, 2015  
SEALED BID**

### E. INITIAL TECHNICAL REVIEW

All timely proposals received will be reviewed by CareerSource Research Coast' staff to determine if they are responsive and if the proposal is eligible for further consideration. **Proposals may be judged nonresponsive and removed from further consideration if the proposal is not received timely in accordance with the terms of this RFP, does not follow the specified format; does not include the required certifications; and is not adequate to**

**form a judgment by the reviewers that the proposal meets the needs of CareerSource Research Coast and the intent of this RFP.**

**F. REVIEW BY RFP REVIEW TEAM**

CareerSource Research Coast will appoint an RFP Review Team. This team will review proposals successfully passing the initial technical review. Proposals will be evaluated using a point system. (See Attachment K – Rating Sheet for RFP #15-001-NEG/EOR) The Team will review and discuss their evaluations of all proposals, combine the individual scores and arrive at a composite technical score for each proposal. These scores will be used to determine the most advantageous contract award for CareerSource Research Coast.

**G. SMALL AND/OR MINORITY-OWNED BUSINESSES**

Efforts will be made by CareerSource Research Coast to utilize local small business, minority- or women-owned businesses. A Proposer qualifies as a small business firm if it meets the definition of “Small Business” as established by the Small Business Administration (13 CFR 21.3-8), by having average annual receipts for the last three fiscal years of less than four million dollars.

**H. PROPOSAL ACCEPTANCE/PROTEST**

This request for proposals does not obligate CareerSource Research Coast to award a contract. CareerSource Research Coast reserves the right to accept or reject any or all proposals received.

Any award resulting from this request will be based on the organization’s stability and experience related to this RFP, the organization’s ability to handle the tasks and volume of customers noted in this RFP, the organization’s financial resources and cost. Cost will be of primary importance. See the Rating Criteria in this package.

CareerSource Research Coast reserves the right to waive informalities and minor irregularities in offers received.

Before a contract is offered, the proposer must submit the required certifications provided later in this packet. If you are unable to provide this information, please do not submit a proposal.

CareerSource Research Coast may award a contract based on initial proposals received, without negotiation of such proposals. Therefore, each initial proposal should be submitted on the most favorable price and technical terms. CareerSource Research Coast reserves the right to request additional information, oral discussion or presentation in support of written proposals.

If an award is made, the contract will be a cost-reimbursement, as needed, contract. Services will be implemented only upon notification from CareerSource Research Coast. Payment for services rendered will be made only when costs have been incurred and documentation of all costs are received and verified.

All proposers have the right to protest the award. Parties wishing to protest a contract award may submit their objections in writing within 10 days of the award date to the President/CEO of CareerSource Research Coast who will provide the information to CareerSource Research Coast’ Executive Committee. This committee will investigate the complaint and issue a written finding and resolution to the protesting party within 45 days of the receipt of the complaint.

This protest procedure provides recourse to proposers who believe that their proposal did not receive proper consideration. Proposers entering a protest should be prepared to document specific factors that put the aggrieved proposer at a competitive disadvantage and/or document violations of specific sections of state or federal regulations, Workforce Florida, Inc., and the procedures set forth by this RFP. CareerSource Research Coast reserves the right to refuse to consider an appeal that does not identify specific procedural shortcomings.

**I. NEGOTIATIONS**

A contract will be negotiated with the first ranked Proposer, and if negotiations are successful, that Proposer will be recommended to CareerSource Research Coast’ Board for award. In the event negotiations are not successful, negotiations with that Proposer will be terminated and negotiations begun with the second ranked Proposer and so forth until negotiations are successfully completed to the satisfaction of CareerSource Research Coast or until all acceptable proposals have been rejected.

**J. NOTIFICATION OF AWARD:**

Upon conclusion of final negotiations with the successful Proposer, all Proposers will be notified in writing of their status. The final funding award decision will be made at CareerSource Research Coast’ regular Board meeting, no later than May 27, 2015 and services may commence upon the successful completion of a signed contract any time following the effective start date.

## CAREERSOURCE RESEARCH COAST REGION 20 WORKFORCE BOARD MEMBERS

- |   |   |
|---|---|
| 1. Werner Bols, President                                       | Bols Construction                             |
| 2. Candice Brown, State Manager                                 | Experience Works                              |
| 3. Pamela Burchell, Vice President of Community Relations       | Treasure Coast Hospice                        |
| 4. Helene Caseltine, Director of Economic Development           | Indian River County Chamber                   |
| 5. Dr. Thomas Creola, Campus President                          | Keiser University                             |
| 6. Suzanne Desposati, Counselor Analyst                         | Vocational Rehabilitation                     |
| 7. Carrol Frischkorn, Vice President                            | Frischkorn Builders                           |
| 8. Laurie Gaylord, Superintendent                               | Martin County School Board                    |
| 9. Pamela Houghten, Vice President of Administration & Outreach | Torrey Pines Institute for Molecular Studies  |
| 10. Kim Johnson, Commissioner                                   | St. Lucie County                              |
| 11. Peter Kemp, President                                       | Huston's Commercial Interiors                 |
| 12. Dr. Edwin Massey, President                                 | Indian River State College                    |
| 13. Catherine McKenzie, Area Director                           | AT&T  |
| 14. Robert McPartlan, Community Development Administrator       | Department of Children & Families             |
| 15. Sean Mitchell, Business Manager                             | Ironworkers Local Union 402                   |
| 16. Terrance Moore, CEO   | Moore Solutions, Inc.                         |
| 17. Debbie Perez, Corporate Director                            | Martin Health Systems                         |
| 18. Lowell Pritchard, President                                 | Pritchard & Associates                        |
| 19. Donald Santos, Vice President                               | Santos Construction Company                   |
| 20. T. Patrick Shepherd, Financial Analyst                      | Primerica Financial Services                  |
| 21. Waldo Tames, President/CEO                                  | LF Employeeing & Labor Finders of Florida LLC |
| 22. Wayne Teegardin, Veterans Services Officer                  | St. Lucie County                              |
| 23. Pete Tesch, Executive Director                              | St. Lucie EDC                                 |
| 24. Vanessa Tillman, President                                  | St. Lucie County CTA/CU                       |

Designees: Jean Claude Norman, Keiser University; Donna Rivett, Indian River State College; Ginger Featherstone, Martin County School Board

**CAREERSOURCE RESEARCH COAST, REGION 20  
TREASURE COAST WORKFORCE CONSORTIUM MEMBERS**

- |                                  |                     |
|----------------------------------|---------------------|
| 1. Wesley Davis, Commissioner    | Indian River County |
| 2. John Haddox, Commissioner     | Martin County       |
| 3. Terry Burroughs, Commissioner | Okeechobee County   |
| 4. Paula Lewis, Commissioner     | St. Lucie County    |

**CAREERSOURCE RESEARCH COAST COMPETITIVELY PROCURED SERVICE PROVIDERS**

Berger, Toombs, Elam, Gaines & Frank, CPA  
Royal Palm Financial Center  
Building III, Suite 321  
759 South Federal Highway  
Stuart, FL 34994

Fox, Wackeen, Dungey, Beard, Bush, Goldman, Kilbride, Waters and McCluskey, LLP  
The Towers at Willoughby Commons  
3473 SE Willoughby Boulevard  
PO Drawer 6  
Stuart, FL 34995

Giddens Security Corporation  
528 South Edgewood Avenue  
Jacksonville, FL 32205

Henkels & McCoy  
985 Jolly Road  
Blue Bell, PA 19422

Manpower  
11211 Prosperity Farms Road, Suite C-210  
Palm Beach Gardens, FL 33410

Taylor Lombardi Hall & Wydra, PA  
875 Concourse Parkway South, Suite 100  
Maitland, FL 32751

VENDOR CONTRACT CERTIFICATIONS

On behalf of the Vendor:

- A. The individual signing certifies that he/she is authorized to contract on behalf of the Vendor.
- B. The individual signing certifies that the Vendor is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Vendor.
- C. The individual signing certifies that he/she has read and understands all of the information in this agreement, including the information on the programs/grants/contracts/regulations and laws. Ignorance of the requirements will not relieve the Vendor from liability and obligations under the contract.
- D. The individual signing certifies that the Vendor and any individuals to be assigned to the agreement do not have a record of substandard work or found in violation of any state standards. If the Vendor or any individual to be assigned to the agreement has been found in violation of any state or professional standards at any time, this information must be disclosed.
- E. The individual signing certifies that the Vendor and any individuals to be assigned to the agreement have not been disbarred or suspended under Federal or State rulings from participating in receipt of funds under the agreement. The individual signing must also certify that the organization will not enter into contracts with subcontractors who are debarred or suspended from these transactions, nor are they presently retained by any of the Board's current service providers.
- F. The individual signing certifies that the Vendor will not use contract funds to lobby and will freely sign the attached Byrd Anti-Lobbying Certification (Attachment G).
- G. The individual signing certifies that the Vendor carries Worker's Compensation coverage for its employees and will freely sign the attached Worker's Compensation Release form (Attachment E).
- H. The individual signing certifies as to the Vendor's Federal Employer's Identification Number (FEIN) and will provide the number to the Board's Financial Department.
- I. The individual signing certifies that the Vendor is bound by federal, state or local affirmative action/EEO rules and that it has filed all required EEO reports to cognizant government agencies.
- J. The individual signing certifies that if there is a subcontract or partnership effort it must be fully explained and that signed certifications will be required by the Board from the principals of all firms.
- K. The individual signing certifies that the Vendor will comply with requirements of the Workforce Development Board of the Treasure Coast's General Provisions and Assurances (Attachment I).

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Name and Title of Certifying Representative

\_\_\_\_\_  
Signature of Certifying Representative

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

1. The Service Provider certifies to the best of its knowledge and belief, that it and its principal:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
  - B. Have not within a three-year period preceding this proposal 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 contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - C. Are not presently indicated 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 (1)(B) of this certification; and
  - D. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the Board.

---

Vendor

---

Name and Title of Certifying Representative

---

Signature of Certifying Representative

---

Date

**WORKER'S COMPENSATION RELEASE**

This unconditional release, waiver and hold harmless agreement is given by the undersigned to the Workforce Development Board of the Treasure Coast, as a specific condition of the undersigned performing work for the Workforce Development Board of the Treasure Coast as an independent VENDOR. It is the intent of the undersigned that the Workforce Development Board of the Treasure Coast rely on the statements made herein as being true, correct and all representations are predicated on the personal information and knowledge of the undersigned.

1. The undersigned is retained by the Workforce Development Board of the Treasure Coast, as an independent VENDOR as that term applies in the State of Florida and as interpreted by the Internal Revenue Code, as amended. The undersigned is in no way connected with, an employee of, or otherwise related to the Workforce Development Board of the Treasure Coast, in any manner except by and through an independent VENDOR relationship.
2. The undersigned hereby agrees that all employees or subcontractors hired by the undersigned to work on any project involving the Workforce Development Board of the Treasure Coast shall be covered by Worker's Compensation in accordance with the laws of the State of Florida as same may exist from time to time.
3. The undersigned for him/herself, his/her heirs, successors, assigns, employees, agents, subcontractors, employees of subcontractors and all of their successors, heirs, assigns and agents, warrants that no one shall file a claim for Worker's Compensation benefits by, through or against the Workforce Development Board of the Treasure Coast for which the VENDOR has been engaged through a contract to perform services.
4. The undersigned hereby agrees to indemnify, defend, save and hold harmless, the Workforce Development Board of the Treasure Coast from any and all liability of any nature whatsoever, without limitation, arising out of any Worker's Compensation claim filed by the undersigned, its employees, agents, heirs, successors, subcontractors, or the agents, employees, heirs or successors of such subcontractors and employees. This hold harmless agreement shall include, but not be limited to, the cost of judgment, settlement, investigation, attorney's fees, court costs and the like. It is specifically intended that this hold harmless agreement be broad in scope and without limitation, such that Workforce Development Board of the Treasure Coast is protected to the greatest extent allowed by law from any such claims.
5. The undersigned, for him/herself, his/her agents, employees, heirs, successors, assigns, subcontractors and the employee's, agents, successors or assigned of such subcontractors and employees hereby releases the Workforce Development Board of the Treasure Coast from any and all claims for Worker's Compensation Liability, or any other liability arising out of any injury on the job, without limitation or reservation.
6. This waiver, release and hold harmless agreement is given by the undersigned to the Workforce Development Board of the Treasure Coast in contemplation of, and for the specific purpose of, releasing the Workforce Development Board of the Treasure Coast from any and all liability of any nature whatsoever resulting from injuries on the job, or work related injuries, or worker's compensation claims under the laws from the State of Florida as same may exist from time to time. It is specifically understood that the Workforce Development Board of the Treasure Coast shall have no such liability, and further that the undersigned is fully accepting, all such responsibility and liability.
7. This agreement is given freely, voluntarily, knowingly and intentionally by the undersigned without the exercise of force, coercion or undue influence by the Workforce Development Board of the Treasure Coast or any of its agents, employees, officers or any other person acting for, or on behalf of the Workforce Development Board of the Treasure Coast. The undersigned knows and understands the intent of this agreement and is aware of the legal implications of the same, and has had the advice of counsel, or alternatively has waived the advice of counsel and is proceeding notwithstanding same.
8. This agreement shall be construed in accordance with the laws of the State of Florida as may exist from time to time. The parties hereto agree to venue and jurisdiction in the courts of St. Lucie County, Florida for the resolution of all disputes connected hereto. In any event of any litigation to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover actual attorney's fees and costs.
9. The foregoing terms and conditions constitute the entire agreement by and between the parties hereto. Any representations not contained herein shall be of no force or effect and shall be null and void.

10. In the event a court of competent jurisdiction shall determine any term or condition to be illegal, or otherwise unenforceable, the remaining terms and conditions of this agreement shall be given full force and effect to the greatest extent possible to carry out the stated intent of the parties.

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Vendor

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Name and Title of Certifying Representative

---

Signature of Certifying Representative

---

Date

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES PURSUANT TO SECTION 287.133(3)(a); FLORIDA STATUTES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Workforce Development Board of the Treasure Coast by \_\_\_\_\_ for \_\_\_\_\_  
 (Print individual's name and title) (Print name of entity submitting sworn statement)

Whose business address is \_\_\_\_\_

and, (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

2. I understand that "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand the "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value and arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies.)
- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of

the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Notary Public – STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
(name of individual signing)

Who is personally know to me or who has produced \_\_\_\_\_, as identification, and who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: \_\_\_\_\_

**BYRD ANTI-LOBBYING CERTIFICATE**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

**APPLICABLE TO THIS CONTRACT:** Yes:  No:

The undersigned Vendor certifies, to the best of his or her 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 an agency, 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 making lobbying contacts to 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 as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Vendor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure.

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Name and Title of Certifying Representative

\_\_\_\_\_  
Signature of Certifying Representative

\_\_\_\_\_  
Date

**NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS ASSURANCE STATEMENT**

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Investment Act of 1998 (WIA), Which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I- Financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs;
- Section 654 of the Omnibus Budget Reconciliation Act of 1981 prohibiting discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
- The American with Disabilities Act of 1990, P.L. 101-336 prohibiting discrimination in all employment practices, including the job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities; and

The Vendor also assures that it will comply with 29 CFR Part 37 and all other regulation implementing the laws listed above.

For construction contracts in excess of \$10,000, the Vendor will comply with Executive Order 11246 of September, 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and supplemented on Department of Labor regulations at 41 CFR Chapter 60.

Failure to comply with these provisions may result in termination of any contract or agreement with the Workforce Development Board-Region 20.

I certify that I have read the above statement and on behalf of \_\_\_\_\_  
Agree to comply fully with the provisions contained therein.

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Name and Title of Certifying Representative

\_\_\_\_\_  
Signature of Certifying Representative

\_\_\_\_\_  
Date

**GENERAL PROVISIONS AND ASSURANCES****I. USE OF FUNDS**

Funds made available under federal or state programs shall not be used for any political activity, lobbying of federal, state or local legislatures or to promote or oppose unionization. The Vendor shall assure that no federal or state funds will be used to assist, promote or deter union organizing.

Federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

If Temporary Assistance for Needy Families Program (TANF) funds are used to pay the Vendor, the Vendor must comply with 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder.

**II. AUDIT AND MONITORING RIGHTS/ACCESS TO RECORDS**

Regardless of the method of procurement or the contract type, an entity that provides training services to participants is carrying out a federal or state program and will be subject to audit. An entity that provided generally required goods or services that are related to the administrative support of the federal or state assistance program is a vendor.

The vendor's responsibility is to meet the requirements of the procurement award. Please note that we specifically require award provisions regarding access to records for vendor agreements. This is required so the subrecipient making the award can ensure compliance with the vendor contract provisions.

Access by the recipient, the subrecipient, Workforce Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of the VENDOR which are directly pertinent to charges to the program, in order to conduct audit and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to VENDOR's personnel for the purpose of interviews and discussions related to such documents.

**III. COMPLIANCE WITH OMB CIRCULARS**

The Vendor will comply with all applicable OMB circulars, such as A-21, A-87, A-102, A-110, A-122, and A-133.

**IV. RECORD RETENTION**

The Vendor will maintain records, books, papers or documents relating to this agreement for a period of five (5) years from the date of termination of this agreement or until all audit questions and concerns have been resolved, whichever is later.

**V. PROVISION AGAINST ASSIGNMENT**

The VENDOR shall not subcontract any of the services named in this agreement except with the prior written approval of the Workforce Board of the Treasure Coast. No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board. Approval does not relieve the VENDOR from this agreement.

**VI. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing this project or programs funded in whole or part with Federal money, the Vendor receiving federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and (2) the dollar amount of Federal funds for the project or program.

**VII. NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS**

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Investment Act of 1998 (WIA), Which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I- Financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- Section 654 of the Omnibus Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with the Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or natural origin. It also requires the contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or natural origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.

The Vendor also assures that it will comply with 29 CFR Part 37 and all other regulation implementing the laws listed above.

Failure to comply with these provisions may result in termination of any contract or agreement with the Workforce Development Board-Region 20.

#### VII. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

The VENDOR shall, at its own expense, protect and defend the Board from all claims, damages, costs, lawsuits and expenses, including but not limited to all costs from administrative proceedings, court costs and attorney fees, that the Board may incur as a result of any activities of the VENDOR, his/her vendors or employees, participants, agents or servants.

Notwithstanding any term or condition of this agreement to the contrary, the VENDOR shall be liable to the Board for damages sustained by the BOARD for any breach of the agreement by the VENDOR.

The Board assumes no liability with respect to bodily injury, death, illness or any other damages or losses, or with respect to any claims arising out of any activity under this agreement and the VENDOR will hold harmless the Board for any action taken or claims made, whatsoever.

#### IX. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

The VENDOR agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

#### X. CLEAN AIR and WATER ACT EPA REGULATIONS

The VENDOR, if receiving in excess of \$100,000 in funding through this agreement, is required to comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). The VENDOR shall report any violations of the above to the Board.

#### XI. ENERGY POLICY AND CONSERVATION ACT and ENERGY EFFICIENCY

The VENDOR is expected to adhere to the State and Federal energy plans and to 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).

#### XII. COPELAND "ANTI-KICKBACK ACT"

If applicable, VENDOR agrees to follow the Copeland Act (18 USC section 874 and 40 USC section 276c; 29 CFR part 3). The "Anti-Kickback section of the Copeland Act applies to all contractors and subcontractors performing on any federally funded or assisted contract for the construction, prosecution, completion, or repair of any public building or public work, except contracts for which the only federal assistance is a loan guarantee." The provision applies even where no labor standards statute covers the contract.

The regulation pertaining to the Copeland Act payroll deductions and submittal of the weekly statement of compliance apply only to contractors and subcontractors performing on federally-funded contracts in excess of \$2,000 and federally-assisted contractors in excess of \$2,000 that are subject to federal wages standards.

### XIII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CWHSSA)

If applicable, VENDOR agrees that in administering the contract to comply with standards of the Contract Work Hours and Safety Standards Act. CWHSSA applies to federal services contracts and federal and federally-assisted construction over \$100,000. It requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions on federally financed and assisted construction projects.

### XIV. MODIFICATIONS

The terms of this agreement may be renegotiated and changed whenever extenuating circumstance affect the ability of either party to honor commitments made in this agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. All parties must mutually agree upon renegotiation.

No modification of this agreement will be effective unless it is in writing, signed and dated by both parties.

The Board may unilaterally modify this agreement at will to accommodate any change in the federal or state programs, under which this agreement is funded, any change in the interpretation of the federal or state programs, under which this agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies.

### XV. DAVIS-BACON ACT (40 USC 276a TO 276 a-7)

If applicable, the VENDOR agrees to comply with the Davis-Bacon Act when constructing, altering, and/or repairing a public building or public work financed in whole or part with federal funds or federal guarantees. Provisions include requirements for the provision of wages and fringes.

### XVI. TERMINATION FOR DEFAULT/CONVENIENCE, AND BREACH OF CONTRACT TERMS

This agreement may be terminated as follows:

- A. Either party may request termination of agreement upon 60 days prior written notice to the other party.
- A. The Board may unilaterally terminate or modify this agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this agreement is funded.
- C. The Board may unilaterally terminate this agreement at any time that it is determined that:
  1. the VENDOR fails to provide any of the services it has contracted to provide; or
  2. the VENDOR fails to comply with the provisions of this agreement; or
  3. such termination is in the best interest of the BOARD.

Written notification of termination must be by registered mail, return receipt requested.

If the VENDOR disagrees with the reasons for termination, he/she may file a grievance in writing within ten days of notice of termination to The Treasure Coast Workforce Consortium, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this agreement is terminated for cause, the VENDOR shall be liable to the Board for damages sustained for any breach of this agreement by the VENDOR, including court costs and attorney fees, when cause is attributable to the VENDOR.

In instances where VENDORS/subgrantees violate or breach agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

### XVII. COMPLAINTS, DISPUTES AND GRIEVANCE PROCEDURES

Parties wishing to protest a contract award may submit their objections in writing within 10 days of the award date to the President/CEO who will provide the information to the Board's Executive Committee. This committee will investigate the complaint and issue a written finding and resolution to the protesting party within 45 days of the receipt of the complaint.

The VENDOR agrees to adhere and comply with the Board's complaint and grievance procedures that have been approved by Workforce Florida, Inc. Complaints, disputes and grievances related to this Agreement shall first be discussed and an attempt at resolution made by the VENDOR. If the complaint, dispute or grievance cannot be resolved at this level, the VENDOR must submit the complaint, dispute, or grievance in writing to the Board's President/CEO who will attempt resolution. If the President/CEO is unable to resolve the complaint, it will be elevated to the Board's Executive Committee. The Committee will schedule a hearing. The VENDOR and/or complainant, as appropriate, will be notified of the review per the Board's complaint/grievance procedures. The Committee, on behalf of the Board, will investigate the complaint, dispute or grievance and issue a written finding and resolution to the VENDOR within 60 days of the receipt of the complaint.

**XVIII. RIGHTS TO DATA/COPYRIGHTS AND PATENTS**

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to any data first produced or delivered under this agreement and any agreements which involve the use/development of computer programs/applications or the maintenance of databases or other computer data processing programs, including the inputting of data.

Agreements that involve the use of copyrighted materials or the development of copyrightable materials must comply with 29 CFR 97.34 requirements pertaining to copyrights. The Board reserves royalty-free, exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others the use of the copyright in any work, or materials developed under this agreement; and any rights of copyright to which the VENDOR purchased ownership with funds provided under this agreement.

The Board shall have exclusive, nontransferable, irrevocable, paid-up license to any patented discovery or invention that arises or is developed under this agreement.

Notwithstanding the foregoing, the Board shall not obtain ownership or unlimited rights in any previously developed proprietary or confidential information or software of the VENDOR, or restricted third party information or software, utilized by the VENDOR in the performance of this agreement.

**XIX. REPORTING REQUIREMENTS**

The Vendor must meet reporting requirements specified in the contract and all other requirements of funders for the contract to which these General Provisions and Assurances are attached.

By my signature below, I attest that I have read the foregoing General Provisions and Assurances and understand what my role and responsibilities are under these terms:

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Name and Title of Certifying Representative

\_\_\_\_\_  
Signature of Certifying Representative

\_\_\_\_\_  
Date

**INITIAL TECHNICAL REVIEW – NEG EMPLOYER OF RECORD RFP #15-001-NEG/EOR**

PROPOSER: \_\_\_\_\_

Did the proposal meet all of the following criteria? If not, the proposal may not be submitted for further review.

Proposal met due date and time: Yes  No

Proposal included one original, four copies and an electronic version? Yes  No

Original proposal contains representative signature(s) in blue ink? Yes  No

Proposal was submitted in letter format on company letterhead? Yes  No

Proposer included three (3) current references, or if a previous provider for the Board/CareerSource Research Coast, two (2) references? Yes  No

Proposer provided a fee schedule as requested? Yes  No

Proposer indicated a financial relationship with CareerSource Research Coast Board of Directors, the Consortium and the relationship is a conflict of interest? Yes  No

**Employees Review Results:**

Proposer has previously provided services to CareerSource Research Coast or other similar government funded programs? Yes  No

If yes, employees will prepare a statement to indicate past program performance, cost, and note any outstanding issues. All outstanding issues must be resolved prior to consideration of a new contract. Yes  No

References were contacted by CareerSource Research Coast’s employees and the information indicates the provider is capable of delivering the services requested? Yes  No

The proposer has the financial capacity to “front” the costs associated with the temporary employeering since the EOR will be required to meet payroll until reimbursed by CareerSource Research Coast. Yes  No

**FORWARD TO THE RATING COMMITTEE** Yes  No

Technical Review Completed by: \_\_\_\_\_

Date: \_\_\_\_\_

RATING SHEET FOR RFP #15-001-NEG/EOR

PROPOSER: \_\_\_\_\_

DATE RATED: \_\_\_\_\_ SCORE: \_\_\_\_\_ RANK: \_\_\_\_\_

SCORING: Total Possible Score: 100

**Raters:** Evaluate each of the following areas and record your response (score) in the blank provided at the end of each question or statement. Explain your evaluation in the Comments.

**RATING CRITERIA** **SCORE**

1. The firm appears qualified to perform the work requested: \_\_\_\_\_

More Than Adequate ..... Not Adequate

20 15 10 5 0

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. The firm has an accurate understanding of the work to be performed: \_\_\_\_\_

Full Understanding ..... No Understanding

20 15 10 5 0

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. The proposed cost for clerical positions is: \_\_\_\_\_

Lowest of all Proposers ..... Highest of all Proposers

10 8 5 3 0

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. The proposed cost for industrial positions is: \_\_\_\_\_

Lowest of all Proposers ..... Highest of all Proposers

10 8 5 3 0

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. The Proposer has past experience in the same or similar projects: \_\_\_\_\_  
Most Experienced ..... Least Experienced  
20 15 10 5 0

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. The Proposer has the financial capacity to manage the project: \_\_\_\_\_  
Most Experienced ..... Least Experienced  
20 15 10 5 0

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOTAL ALL POINTS (Add scores 1-6):** \_\_\_\_\_  
**(Total)**

**RATED BY:** \_\_\_\_\_  
**Signature**

Other comments or concerns: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RELATIONSHIP DISCLOSURE FORM

This form must be completed by the Respondent.

In the event any information provided on this form should change, the Respondent must file an amended form on or before the date the item is considered by CareerSource Research Coast.

Part I: Information on Respondent

Legal Name of Respondent: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Part II:

Is Respondent a relative of any CareerSource Research Coast principal?  Yes  No

Is any CareerSource Research Coast principal an employee of respondent?  Yes  No

Is Respondent an employee of any CareerSource Research Coast principal?  Yes  No

Is Respondent a business associate of any CareerSource Research Coast principal?  Yes  No

If you responded "Yes" to any of the above questions, please state with whom and explain the relationship (use additional sheets if necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Part III: Original Signature Required

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belie. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to the date of which CareerSource Research Coast awards an agreement for Employer of Record. In accordance with s. 837.06 Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

\_\_\_\_\_  
Printed Name/Title of Person Completing Form

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date