



CareerSource RESEARCH COAST

**Request for Proposal
For
EMPLOYER OF RECORD**

For The Period

**July 1, 2017
to
June 30, 2022**

RFP #16-002-EOR

Date Issued: February 3, 2017

DEADLINE FOR SUBMISSION: MARCH 31, 2017 at 4:30 pm

**Responses should be directed to:
Susan Dubuc, Human Resources Manager
CareerSource Research Coast
584 NW University Blvd., Suite 100
Port St. Lucie, FL 34986
(866) 482-4473**

TABLE OF CONTENTS

GENERAL INFORMATION	3
A. Purpose and Period of Performance	3
B. Background and General Information	3
C. who may apply.....	3
D. Description of CareerSource Research Coast	3
GENERAL PROPOSAL INSTRUCTIONS	5
PROPOSAL FORMAT	6
A. Quote on Company letterhead.....	6
B. Understanding of the Scope of Services.....	6
C. Summary of Proposer’s Qualifications.....	6
D. Insurance.....	7
E. Certifications.....	7
F. Solicitation Timelines	7
PROPOSAL SUBMISSION.....	8
A. Proposal Deadline	8
B. Inquiries	8
C. Conditions of Proposal	8
D. Submittal of Proposals	8
E. Initial Technical Review.....	9
F. Review by RFP Review Team.....	9
G. Small and/or Minority-Owned Businesses	9
H. Proposal Acceptance/Protest.....	9
I. Negotiations	10
J. Notification of Award.....	10
ATTACHMENTS	
A - CAREERSOURCE RESEARCH COAST COMPETITIVELY PROCURED SERVICE PROVIDERS & VENDORS	11
B – RELATIONSHIP DISCLOSURE FORM	12
C - CAREERSOURCE RESEARCH COAST REGION 20 WORKFORCE BOARD MEMBER.....	13
D - WORKERS COMPENSATION RELEASE	15
E - PROPOSER CONTRACT CERTIFICATIONS	17
F - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS	18
G - SWORN STATEMENT ON PUBLIC ENTITY CRIMES PURSUANT TO SECTION 287.133(3)(a); FLORIDA STATUES.....	19
H - BYRD ANTI-LOBBYING CERTIFICATE.....	21
I - NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS ASSURANCE STATEMENT.....	22
J - GENERAL PROVISIONS AND ASSURANCES.....	23
K - INITIAL TECHNICAL REVIEW - EMPLOYER OF RECORD RFP #13-003-EOR	25
L - RATING SHEET FOR RFP #13-003-EOR.....	27

GENERAL INFORMATION

A. BACKGROUND AND GENERAL INFORMATION

The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast (CSRC) is a not-for-profit corporation organized under the laws of the State of Florida, and has been determined exempt by the Internal Revenue Service under the provisions of IRS Code, Section 501(c)(3). CSRC is chartered by the State of Florida to create and manage a workforce development service delivery system responsive to the needs of businesses and career seekers and have been certified by the Governor as a Local Workforce Development Area for the purposes of implementing programs authorized by the federal Workforce Innovation and Opportunity Act (WIOA), Temporary Assistance for Needy Families (TANF), Wagner Peyser and related enabling legislation. CSRC is the grant recipient and administrative entity for these funding sources under a Memorandum of Understanding with the local elected officials. CSRC offers award-winning programs and partnerships recognized locally, statewide, and nationally. Our principle function is the provision of, oversight of, and policy guidance to, the workforce development system in the three counties of Indian River, Martin and St. Lucie Counties. Additional information may be found at CSRC's website at www.careersourcerc.com

Each of the aforementioned programs has laws and regulations and CSRC is subject to audits and program monitoring to ascertain compliance with those laws and regulations.

CSRC contracts with other entities for some services and directly delivers services to the local population. CSRC 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.

In addition to these employment and training services, CSRC often has special circumstances, such as changes in legislation or the receipt of additional funding resulting from special initiatives and grants, or community projects. These circumstances can require expansion of current programs and services and/or the inclusion of new activities and services that require additional employees to assist in managing the additional work.

B. PURPOSE AND PERIOD OF PERFORMANCE

CSRC is seeking a Request for Proposal (RFP) from personnel placement firms located in Indian River, Martin and St. Lucie Counties, for an Employer of Record (EOR) that can deliver staffing services on a temporary basis. A fee-for-services contract may be awarded to a firm, hereinafter known as the 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. CSRC does not guarantee a contract as a result of this solicitation, and will not pay for the development of proposals related to this RFP.

The period of performance will be from July 1, 2017 through June 30, 2022 depending upon performance. The contract, if awarded, will be for five (5) years with a one (1) year contract to be renewed annually. Each year, CSRC will evaluate the effectiveness of the EOR's performance and determine if the contract should be renewed. Services will be on an as needed basis.

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. ADDITIONAL INFORMATION

Addition information on CSRC, workforce development, legislation and programming, can be found at the following sources:

- CareerSource Florida - <http://careersourceflorida.com/>
- Florida Department of Economic Opportunity - <http://www.floridajobs.org/>

- CareerSource Research Coast - <http://www.careersourcerc.com/>
- U.S. Department of Labor Employment and Training Administration - <https://www.doleta.gov/WIOA/FactSheet.cfm>
- Uniform Guidance, 2 CFR, Part 200-*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*

GENERAL PROPOSAL INSTRUCTIONS

Proposers are advised to read this entire request for proposal before preparing and submitting a proposal. Proposals which 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.

CSRC will provide clarifying information about this request only. They are not available for technical assistance or advice. All questions regarding the RFP must be submitted, in writing via email, to info@careersourcerc.com. Questions must be submitted by Friday, March 24, 2017. All questions and answers will be posted on the website at www.careersourcerc.com as they are received and answered no later than 5:00 pm the next working day following the date of receipt of the question(s).

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

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

Susan Dubuc, Human Resources Manager
CareerSource Research Coast
584 NW University Blvd., Suite 100
Port St. Lucie, FL 34986
(866) 482-4473

Please show the solicitation number **RFP #16-002-EOR** and the name and address of the proposer on the front of the envelope. **Proposals are to be received in CSRC's administrative office (address above) no later than 4:30 p.m. on Friday, March 31, 2017.** All proposals will be date stamped as of the date and time received.

Proposers hand-delivering proposals will be responsible for ensuring 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 prior 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.**

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

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).

CSRC 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 markup rates associated with occupations likely to be utilized for the purposes of the delivery of workforce development employment and training services. 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 CSRC's President/CEO or the contract is void.

Those occupations include clerical, customer service and administrative support. The quote for the markup rates should include the cost of a Level I State of Florida Background Check through the Florida Department of Law Enforcement (FDLE) as required by subgrantee agreement between the Department of Economic Opportunity (DEO) and Local Workforce Development Boards and DEO policy 5.05.02 along with a Panel 5 Drug Test must be completed. If the candidate has lived out-of-state within the last five (5) years, a Level I State of Florida Background Check, an "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 CSRC'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 MARK UP RATES

OCCUPATIONS	PAYROLLED	RECRUITED
Clerical		
Administrative Support		
Customer Service		

Quotes for the markup rates for these positions will be used as a measure for selecting an Employer Of Record. Proposers must indicate in their quote that temp rates for additional occupations not included in the quote, would be consistent with the company's markup rate schedule at the time of this agreement.

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 recruitments (include specific references as attachments to the quote).
- 2) Prior experience working with similar organizations.
- 3) Geographical area the EOR is capable of servicing.
- 4) Capacity for recruiting and processing employees in a short time frame.
- 5) Financial capacity to "front" the costs associated with the temporary project(s) staffing since the EOR will be required to meet payroll until reimbursed by CSRC. **Attach the last two (2) years' financial statements to the proposal.**
- 6) Financial relationships (current) with members of the CSRC's Board of Directors, CSRC's employees, the Treasure Coast Workforce Consortium (Local Elected Officials) or other service providers/vendors contracted with CSRC.

See Attachment C for lists of Board of Directors and Consortium members. Visit www.careersourcerc.com for a listing of these individuals and service providers/vendors.

Note: The above lists may not be all-inclusive since CSRC may have other requests for proposals in transition that may result in additional contracts with other entities and the CSRC'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. References for similar work completed for organizations similar to CSRC will be considered during proposal review. If the Proposer has worked for CSRC in the past three years, only two (2) letters of reference from other past customers are required. CSRC employees will contact these references for verification of the Proposer's qualifications.

D. INSURANCE

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

The Proposer's employees as well as employees hired for CSRC's projects must be covered with workers' compensation insurance. Proof of insurance will be requested at the time of contracting and every year thereafter while under contract with CSRC.

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 CSRC, including proposers, must comply with the General Provisions, Assurances and Certifications to be eligible for a contract.**

F. SOLICITATION TIMELINES

Mailing/advertising of RFP	February 3, 2017
Final date for questions related to RFP	March 24, 2017
Proposals Due	March 31, 2017, by 4:30 p.m.
Technical Review	April 5, 2017
Rating Team Review	April 12, 2017
CareerSource Research Coast's Approval/Contract Award	May 31, 2017
Contract Execution begins	July 1, 2017

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

PROPOSAL SUBMISSION

A. PROPOSAL DEADLINE

The Proposer must submit one (1) original and five (5) copies (total 6 copies) of the proposal letter, plus attachments (Letters of Reference and Proposer's Acceptance of General Provisions, Assurances and Certifications) to CSRC no later than 4:30 p.m. EST on Friday, March 31, 2017, 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 info@careersourcerc.com. All requests must be made in writing via email.

C. CONDITIONS OF PROPOSAL

The following conditions are applicable to all proposals:

1. CSRC 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 CSRC 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, CSRC reserves the right to waive informalities and minor irregularities in the proposals received.
3. CSRC reserves the right to request additional information from proposers for clarification or to allow corrections of errors or omissions, if in the best interest of the Board of Directors.
4. All proposals are subject to negotiation by CSRC.
5. CSRC 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 CSRC 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 CSRC. The Proposer must, at their own expense, obtain all necessary permits and pay all licenses, fees, insurances 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:
Susan Dubuc, Human Resources Manager
CareerSource Research Coast
584 NW University Blvd., Suite 100
Port St. Lucie, FL 34986

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

Proposal for Employer of Record
RFP #16-002-EOR
4:30 p.m., Friday, March 31, 2017
SEALED BID

Failure to do so may result in premature disclosure of the proposal.

E. INITIAL TECHNICAL REVIEW

All timely proposals received will be reviewed by CSRC's employees to determine if they are responsive and if the proposals are 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 CSRC and the intent of this RFP.

F. REVIEW BY RFP REVIEW TEAM

An RFP Review Team consisting of members of CSRC's Board of Directors and employees will be organized to review and rate proposals. This team will review proposals successfully passing the initial technical review. Proposals will be evaluated using a point system. (See Attachment L - Rating Sheet for RFP #16-002-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 CSRC.

G. SMALL AND/OR MINORITY-OWNED BUSINESSES

Efforts will be made by CSRC to utilize local small business, minority, veteran 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 CSRC to award a contract. CSRC reserves the right to accept or reject any or all proposals received. The contract, if awarded, will be for five (5) years with a one (1) year contract to be renewed annually based upon performance.

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 employees noted in this RFP, the organization's financial resources and cost. Cost will be of primary importance. (See the Rating Criteria).

CSRC 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.**

CSRC 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. CSRC 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 CSRC. 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 CSRC who will provide the information to CSRC'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.

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, CareerSource Florida, Inc., and the procedures set forth by this RFP. CSRC 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 CSRC 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 CSRC 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 award decision will be made no later than May 31, 2017. Contract negotiations may commence any time following that date and are to be completed by Friday June 6, 2017 with an execution date of contract to begin July 1, 2017.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.



ATTACHMENT A

CAREERSOURCE RESEARCH COAST COMPETITIVELY PROCURED SERVICE PROVIDERS & VENDORS

Berger, Toombs, Elam, Gaines & Frank, CPA

Royal Palm Financial Center
Building III, Suite 321
759 South Federal Highway
Stuart, FL 34994

Giddens Security Corporation

528 South Edgewood Avenue
Jacksonville, FL 32205

Manpower

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

Taylor Lombardi Hall & Wydra, PA

1091 W. Morse Blvd., Suite 100
Winter Park, FL 32789

Eckerd Workforce Services

100 North Starcrest Drive
Clearwater, FL 33765

Stockton Maintenance Group

1975 Sansbury's Way, Suite 116
West Palm Beach, FL 33411

ATTACHMENT B

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 belief. 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 a contract for youth services. 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

ATTACHMENT C

CAREERSOURCE RESEARCH COAST LDWB20 WORKFORCE BOARD MEMBERS

1. Werner Bols, President	Bols Construction
2. Pamela Burchell, Vice President of Community Relations	Treasure Coast Hospice
3. Helene Caseltine, Director of Economic Development	Indian River County Chamber
4. Robert Cenk, Vice President	HomeCrete Homes, Inc.
5. Suzanne Desposati, Counselor Analyst	Vocational Rehabilitation
6. Carrol Frischkorn, Vice President	Frischkorn Builders
7. Pamela Houghten, Vice President of Administration & Outreach	Torrey Pines Institute for Molecular Studies
8. Cathy Townsend, Commissioner	St. Lucie County
9. Peter Kemp, President	Huston's Commercial Interiors
10. Dr. Edwin Massey, President	Indian River State College
11. Robert McPartlan, Community Development Administrator	Department of Children & Families
12. Sean Mitchell, Business Manager	Ironworkers Local Union 402
13. Terrance Moore, CEO	Moore Solutions, Inc.
14. Debbie Perez, Corporate Director	Martin Health Systems
15. Dr. Wayne Gent, Superintendent	St. Lucie County School Board
16. Kurtis Riley, Vice President	Advanced Machine & Tool, Inc.
17. Vickie Rodriguez, President	St. Lucie County CTA/CU
18. T. Patrick Shepherd, Financial Analyst	Primerica Financial Services
19. Waldo Tames, President/CEO	LF Employee Leasing & Labor Finders of Florida LLC
20. Wayne Teegardin, Veteran Services Manager	St. Lucie County
21. Pete Tesch, Executive Director	Economic Development Council of St. Lucie
22. Maddie Williams, President	Treasure Coast Builder's Association
23. Rachel Pamer, WT Program Liaison	CareerSource Research Coast

**CAREERSOURCE RESEARCH COAST, LWDB20,
TREASURE COAST WORKFORCE CONSORTIUM MEMBERS**

1. Tim Zorc, Commissioner	Indian River County
2. Doug Smith, Commissioner	Martin County
3. Chris Dzadoovsky, Commissioner	St. Lucie County

THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT D

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.

Vendor

Name and Title of Certifying Representative

Signature of Certifying Representative

Date

ATTACHMENT E

PROPOSER CONTRACT CERTIFICATIONS

On behalf of the Proposer:

- A. The individual signing certifies that he/she is authorized to contract on behalf of the Proposer.
- B. The individual signing certifies that the Proposer 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 Proposer.
- 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 Proposer from liability and obligations under the contract.
- D. The individual signing certifies that the Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer's Federal Employer's Identification Number (FEIN) and will provide the number to CSRC's Financial Department.
- I. The individual signing certifies that the Proposer 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 Proposer will comply with requirements of the Workforce Development Board of the Treasure Coast /dba CareerSource Research Coast's General Provisions and Assurances (Attachment I).

Proposer

Name and Title of Certifying Representative

Signature of Certifying Representative

Date

ATTACHMENT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

1. The Proposer 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 CSRC.

Proposer

Name and Title of Certifying Representative

Signature of Certifying Representative

Date

ATTACHMENT G

**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 Dev. Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or 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 or services to be provided to any public entity or an 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 that "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 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 and who has been convicted of a public entity crime. The term "affiliate" includes 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 under an 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 or 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 applicable statement which I have marked below is true in relation to the entity submitting this sworn statement.
- 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, or an 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 Hearings 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. Attached is 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 OF THE CALENDAR YEAR IN WHICH IT IS FILED, OR THROUGH THE END OF THE CONTRACT FOR WHICH IT IS BEING SIGNED. 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, after first being sworn by me, affixed his/her signature in the space provided above on

this _____ day of _____, 20____

My commission expires: _____

ATTACHMENT H

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 Proposer 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 Proposer, _____, 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.

Proposer

Name and Title of Certifying Representative

Signature of Certifying Representative

Date

ATTACHMENT I

NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISION ASSURANCE STATEMENT

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, 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 Innovation & Opportunity Act (WIOA), 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 WIOA/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 Proposer 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 Proposer 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 of the Treasure Coast Inc. d/b/a CareerSource Research Coast-LWDB 20.

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

Proposer

Name and Title of Certifying Representative

Signature of Certifying Representative

Date

GENERAL PROVISIONS AND ASSURANCES

The Workforce Development Board of the Treasure Coast Inc. d/b/a CareerSource Research Coast (CSRC) will not award a grant where the Proposer has failed to accept the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this section. In performing its responsibilities under this agreement, the Proposer hereby certifies and assures that it will fully comply with the following:

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

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Proposer and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the provisions of the Workforce Investment Act of 1998, the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200. Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.

2. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Proposer shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Proposer shall report any violation of the above to the contract manager. Energy Efficiency: The Proposer shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Proposer will comply 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 (Clean Air) Implementation Plans under Section 176(c) of the Clean Air 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). The Proposer will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

3. CONFIDENTIALITY

It is understood that the Proposer shall maintain the confidentiality of any information, regarding CSRC customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Proposer shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CSRC for purposes related to the performance or evaluation of the Agreement may be divulged to CSRC or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the CSRC. No release of information by Proposer, if such release is required by Federal or State law, shall be construed as a breach of this Section.

4. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

CSRC, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

5. MONITORING

At any time and as often as CSRC, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Proposer shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Proposer's expense, at reasonable locations as determined by CSRC. Proposer shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CSRC.

6. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

- a. Either party may request termination of modified agreement upon 30 days' prior written notice to the other party.
- b. CSRC may unilaterally terminate or modify this modified 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 modified agreement is funded.
- c. CSRC may unilaterally terminate this modified agreement at any time that it is determined that:
 - i. Proposer fails to provide any of the services it has contracted to provide; or
 - ii. Proposer fails to comply with the provisions of this modified agreement; or
 - iii. Such termination is in the best interest of CSRC.
- d. Written notification of termination must be by registered mail, return receipt requested.

If Proposer disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to CSRC, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

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

In instances where Proposers/sub grantees violate or breach modified agreement terms, CSRC will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

Proposer

Name and Title of Certifying Representative

Signature of Certifying Representative

Date

ATTACHMENT K

INITIAL TECHNICAL REVIEW - EMPLOYER OF RECORD RFP #16-002-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 CSRC, two (2) references? Yes No
- Proposer provided a fee schedule as requested? Yes No
- Proposer indicated a financial relationship with CSRC Board of Directors, the Consortium and the relationship is a conflict of interest? Yes No

Employees Review Results:

- Proposer has previously provided services to CSRC 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 CSRC'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 employee since the EOR will be required to meet payroll until reimbursed by CSRC? Yes No

FORWARD TO THE RATING COMMITTEE Yes No

Technical Review Completed by: _____

Date: _____

THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT L

RATING SHEET FOR RFP #16-002-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
 10 8 5 3 0

Comments: _____

3. The proposed cost for all positions is: _____

Lowest of all Proposers Highest of all Proposers
 30 20 15 5 0

Comments: _____

