



CareerSource
RESEARCH COAST

Request for Proposal

For

EMPLOYER OF RECORD

For The Period

July 1, 2022

to

June 30, 2027

RFP #22-002-EOR

Date Issued: February 28, 2022

DEADLINE FOR SUBMISSION: March 31, 2022, at 5:00 pm

**Responses should be directed to:
Lisa Delligatti, Chief Financial Officer
CareerSource Research Coast
584 NW University Blvd., Suite 100
Port St. Lucie, FL 34986
(866) 482-4473**

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GENERAL INFORMATION

A. INTRODUCTION, BACKGROUND AND GENERAL INFORMATION

The Workforce Development Board of the Treasure Coast, Inc., d/b/a CareerSource Research Coast (CSRC), is requesting proposals for an Employer of Record (EOR). Proposers are advised to read this entire request for proposals before preparing and submitting a response. Responses 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.

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 (LWDA) 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 principal 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. 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 because 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, 2022, through June 30, 2027, depending upon performance. The contract, if awarded, will be for one (1) year to be renewed annually for a period of five (5) years. 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

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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

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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.

CSRC will provide clarifying information about this request only. CSRC is not available for technical assistance or advice. All questions regarding the RFP must be submitted, in writing via email, to proposals@careersourcerc.com. Questions must be submitted by Friday, March 25, 2022. 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. CSRC or its 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.

All proposals submitted MUST include an electronic version of the file.

Hand-delivered proposals will be accepted but the proposer 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 emailed to proposals@careersourcerc.com before 5:00 PM on March 31, 2022.

Hard copy proposals and modifications thereof must be postmarked by March 31, 2022, and mailed to:

Lisa Delligatti, Chief Financial Officer
CareerSource Research Coast
584 NW University Blvd., Suite 100
Port St. Lucie, FL 34986
(866) 482-4473

Whether delivered, mailed or emailed, it is important that the proposal letter be clearly marked with the following information:

Proposal for Employer of Record

RFP #22-002-EOR

5:00 p.m., Friday, March 31, 2022

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.**

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 align with Sections 435.03 and 435.04(2), F.S. 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 Resources 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 EOR. Proposers must indicate in their quote that temp rates for additional occupations not included in the quote, would be consistent with the firm’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 like CSRC will be considered during proposal review. CSRC employees will contact these references for verification of the Proposer's qualifications. If the Proposer has worked for CSRC in the past three years, no letters of reference from other past customers are required.

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 28, 2022
Final date for questions related to RFP	March 25, 2022
Proposals Due	March 31, 2022, by 5:00 p.m.
Technical Review	April 4, 2022
Rating Team Review	April 11, 2022
CareerSource Research Coast's Approval/Contract Award	April 27, 2022
Contract Execution begins	July 1, 2022

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PROPOSAL SUBMISSION

A. PROPOSAL DEADLINE

The Proposer must submit the proposal letter, plus attachments (Letters of Reference and Proposer's Acceptance of General Provisions, Assurances and Certifications) to CSRC no later than 5:00 p.m. EST on Thursday, March 31, 2022, 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 proposals@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 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 CSRC 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.

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

D. 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.

E. REVIEW BY RFP REVIEW TEAM

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

An RFP Review Team consisting of members of CSRC's employees and/or CSRC's Board of Directors 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 H - Rating Sheet for RFP #22-002-EOR). The Review 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.

F. 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.

G. 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. **CSRC reserves the right to select more than one EOR.** The contract, if awarded, will be for one (1) year to be renewed annually for a period of five (5) years based upon performance.

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

Before a contract is offered, the Proposer must submit the required certifications provided later in this packet. **If 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.

H. NEGOTIATIONS

A contract will be negotiated with the selected Proposer, and if negotiations are successful, that Proposer will be recommended to the CSRC Board of Directors for award. In the event negotiations are not successful, negotiations with that Proposer will be terminated and negotiations begun with the next acceptable Proposer and so forth until negotiations are successfully completed to the satisfaction of CSRC or until all acceptable proposals have been rejected. **CRSC reserves the right to award a contract to more than one EOR.**

I. 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 April 27, 2022. Contract negotiations may commence any time following that date and are to be completed by Wednesday, June 29, 2022 with an execution date of contract to begin July 1, 2022.

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ATTACHMENT A - CAREERSOURCE RESEARCH COAST COMPETITIVELY PROCURED SERVICE PROVIDERS & VENDORS

James Moore, CPA & Consultants

121 Executive Circle
Daytona Beach, FL 32114-1180

Manpower

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

Taylor, Hall, Miller, Parker, P.A.

225 East Robinson Street, Suite 455
Orlando, FL 32801

Eckerd Connects, Inc.

100 North Starcrest Drive
Clearwater, FL 33765

Spherion

240 NW Peacock Blvd., Suite 104
Port St. Lucie, FL 34986

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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 - BOARD OF DIRECTORS

1. Werner Bols, President, Bols Construction
2. Jim Brann, President, The Porch Factory
3. Pamela Burchell, Director of Human Resources, Indian River Medical Center
4. Jose Capellan Veteran Services Manager, St. Lucie County Veteran Services
5. Helene Caseltine, Director of Economic Development, Indian River County Chamber of Commerce
6. Robert Cenk, Vice President, Homecrete Homes, Inc.
7. David Freeland, President, St. Lucie County CTA/CU
8. Wayne Gent, Superintendent, St. Lucie Public Schools
9. Jill Hanson, Director of Sales, Staybridge Suites
10. Lawrence Hawes, General Manager, Airburners, Inc.
11. Pamela Houghten, Chief Financial Officer, Houghten Biomedical Sciences, LLC
12. Leslie Kristof, President, Keiser University
13. Jeannie McCall, Director of Human Resources, Sandhill Cove Retirement Living
14. Dr. John Millay, Superintendent, Martin County School Board
15. Chris Dzadovsky, Commissioner, St. Lucie County Board of County Commissioners
16. Dr. David Moore, Superintendent, School District of Indian River County
17. Terrance Moore, CEO, Moore Solutions, Inc.
18. Dr. Timothy Moore, President, Indian River State College
19. Wayne Olson, VR Area Director, Vocational Rehabilitation
20. Debbie Perez, Senior Dir. Total Rewards & Talent Acquisition of Florida, Cleveland Clinic Martin Health Systems
21. Pete Tesch, Executive Director, St. Lucie County Economic Development Council
22. Angella Williams, VP of Human Resources, Treasure Coast Hospice
23. Maddie Williams, Executive Director, Treasure Coast Builder's Association

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

- | | |
|--------------------------------|---------------------|
| 1. Susan Adams, Commissioner | Indian River County |
| 2. Doug Smith, Commissioner | Martin County |
| 3. Sean Mitchell, Commissioner | St. Lucie County |

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 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 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 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 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 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 – 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 Vendor is providing the assurances and certifications as detailed below:

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Vendor 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: Vendor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200. Vendor 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 DEBARMENT, SUSPENSION AND OTHER MATTERS

Vendor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

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 based on 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 based on 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 contracts more than \$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.

4. 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 more than \$100,000, Vendor 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 Vendor shall report any violation of the above to the contract manager. Energy Efficiency: The Vendor 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).

Vendor 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 Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY

Vendor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is more than \$100,000, Vendor must, prior to contract execution, complete the Certification Regarding Lobbying Form.

6. CONFIDENTIALITY

It is understood that the Vendor 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. Vendor 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 Vendor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

7. 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.

8. 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, Vendor 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 Vendor expense, at reasonable locations as determined by CSRC. Vendor 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.

9. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

- a. Either party may request termination of modified agreement upon 60 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. Vendor fails to provide any of the services it has contracted to provide; or
 - ii. Vendor 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 Vendor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CSRC Executive Committee, 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, Vendor shall be liable to CSRC for damages sustained for any breach of this modified agreement by the Vendor, including court costs and attorney fees, when cause is attributable to the Vendor.

In instances where Vendor violates or breaches 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.

10. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Vendor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Vendor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

11. PUBLIC ENTITY CRIMES

Vendor shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted Lessor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Lessor, supplier, sub-Lessor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.07, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Lessor list.

12. THE PRO-CHILDREN ACT

Vendor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education, or library services on a routine or regular basis, to children up to age 18.

13. PROCUREMENT OF RECOVERED MATERIALS

Vendor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

14. DOMESTIC PREFERENCES FOR PROCUREMENTS

Vendor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Vendor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.

Vendor Name: _____

Authorized Representative
Printed Name & Title: _____

Authorized Representative
Signed Name & Title: _____ Date: _____

ATTACHMENT G - INITIAL TECHNICAL REVIEW - EMPLOYER OF RECORD RFP # 22-002-EOR

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

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 electronic copy? Yes No
- Original proposal contains representative signature(s)? Yes No
- Proposal was submitted in letter format on company letterhead? Yes No
- Proposer included three (3) current references if not a previous provider for the CSRC? Yes No
- Proposer provided a fee schedule as requested? Yes No
- Proposer indicated a financial relationship with CSRC Board of Directors, and/or 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: _____

