



# CareerSource RESEARCH COAST

**Request for Quotes**

**For**

**AUDIT SERVICES**

**For The Period**

**July 1, 2023**

**to**

**June 30, 2028**

**RFQ #23-001-AS**

**Date Issued: February 1, 2023**

**DEADLINE FOR SUBMISSION: March 15, 2023, 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**

**This RFQ is fully supported by the United States Departments of Labor, Health and Human Service and Agriculture as part of awards totaling \$8,053,202.**

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## GENERAL INFORMATION

### A. INTRODUCTION

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). We have been certified by the Governor as a Local Workforce Development Board 20 (LWDB20) for the purposes of implementing programs authorized by the federal Workforce Innovation and Opportunity Act (WIOA) of 2014, Temporary Assistance for Needy Families (TANF), Wagner Peyser and related enabling legislation. The general operating authority of CSRC is contained in Section 445.007 of the Florida Statutes. CSRC is the grant recipient and administrative entity for these funding sources under an Interlocal Agreement with the local elected officials of Treasure Coast Workforce Consortium. CSRC is governed by a Board of Directors comprised of volunteers from the local workforce development area that represent private sector businesses, economic development, educational entities, organized labor, community-based organizations, veterans, juvenile justice, individuals with disabilities and state/local government agencies. As the recipient of funding allocations from a variety of employment, training, and educational sources, CSRC must assure the provision of high-quality services for employers and career seekers. Our principle function is the provision of, oversight of, and policy guidance to, the local workforce development area in the three counties of Indian River, Martin, and St. Lucie Counties.

### B. LEGISLATION

Federal and state legislation has merged local workforce development projects into an integrated, cooperative One-Stop system that shares resources and prevents duplication of effort. This system focuses on building a strong local workforce to serve local employers. This One-Stop system assists employers with hiring local talent, assists unemployed jobseekers with re-employment services, prepares new career seekers for entry into the workforce, provides current labor market information, trains career seekers for employment and advancement, assists customers in transitioning from welfare to work and provides continuing services that promote job retention, career development, life-long learning, and economic self-sufficiency.

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. The law supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner Peyser Act, and the Rehabilitation Act of 1973.

The Florida Department of Economic Opportunity (DEO) assists Local Workforce Development Boards (LWDBs) in complying with the Federal and State Single Audit Acts and ensures that its duties as a pass-through entity (as defined in these Acts) are accomplished. In addition, CareerSource Florida, Inc., and DEO have established special guidelines concerning audit quality that LWDBs are expected to follow.

### C. PURPOSE AND PERIOD OF PERFORMANCE

The purpose of this Request for Quote (RFQ) is to obtain the services of an accounting firm whose principal officers are independent certified public accountants (herein referred to as the “*vendor*”) to perform a financial and compliance audit of CSRC. CSRC is seeking quotes from *vendors* interested in providing audit services beginning July 1, 2023. Please consider this document a formal RFQ. Responses to this RFQ are to be used to determine the best qualified *vendor* for these audit services and will be the basis for negotiating a contract. The term, if awarded, will be for five (5) years as a one (1) year contract to be renewed annually based upon performance. Renewal will be the option of CSRC and its Board of Directors.

**NOTE: Only licensed Certified Public Accountants may respond to this Request for Quote.**

**D. ADDITIONAL INFORMATION**

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

- CareerSource Florida - <http://careersourceflorida.com/>
- Florida Department of Economic Opportunity - <http://www.floridajobs.org/> & <http://www.floridajobs.org/PDG/guidancepapers/019AuditAndAuditResolution.pdf>
- 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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## E. SCOPE OF WORK

### **Overview**

Our operating budget for the fiscal year ending June 30<sup>th</sup>, 2023, is more than \$6.3 million. As a sub recipient of federal financial assistance exceeding \$750,000, we are subject to the single audit requirements of Uniform Guidance, 2 CFR, Part 200-*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, along with additional requirements stipulated in the DEO Final Guidance #AWI FG 05-019, revised August 12, 2005. Accounting records are maintained on an automated system using Abila MIP Fund Accounting software. Three bank accounts are maintained: An Accounts Payable for federal funds with approximately 850 checks written per year; A payroll related account with approximately 100 checks written per year and money market business checking account that is setup to receive direct wire transfers of Federal funds from DEO. Electronic files are created and reside in our Administrative Office at 584 NW University Blvd., Suite 100, Port Saint Lucie, FL 34986.

### **Services Required**

1. An independent, organization-wide financial and compliance audit is to be conducted, completed, and submitted as required.
2. An annual audit will be completed for each program year for all financial operations. Audit services under this procurement beginning July 1, 2023, and ending June 30, 2028
3. Audit firm will examine the status of compliance with stated federal laws governing structure, functions and mission of local workforce boards and report any material non-compliance.
4. The audit will be conducted in accordance with generally accepted auditing standards and the most current revision of Governmental Auditing Standards issued by the Comptroller General of the United States, Government Accountability Office. In addition, the audits are to be performed in accordance with Uniform Guidance, 2 CFR, Part 200-*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; along with all regulations, policies and rules related to the applicable funding sources as issued by the U. S. Department of Labor, Florida Department of Children and Families, CareerSource Florida Inc., and DEO. Also, each Audit shall comply with the Florida Single Audit Act, FS 215.97 and Chapter 10.650 of the Rules of the Auditor General, most current revisions if audit coverage of financial assistance is provided by the State (such as General Revenue) rather than by the Federal Government.
5. The audit will include the independent auditor's report on the financial statements including balance sheet; related statement of revenues, expenses, and changes in fund balances; statement of functional expenses; and the notes to the financial statements. An independent auditor's report on the Schedule of Federal Awards and State Financial Assistance will also be provided.
6. Audit firm will test CSRC's reconciliation of its financial records to the Subrecipient Enterprise Resource Application (SERA), a proprietary system maintained by DEO. The auditor will include a note to the financial statement confirming whether such reconciliation was done by CSRC in a satisfactory way.
7. Fieldwork for preparation of the audit may commence in August of 2023. The complete schedule of audit activities and services will be part of the final contract negotiations.
8. During the audit fieldwork, the audit team will meet periodically with CSRC staff responsible to provide updates on activities and concerns. Should problems be discovered, the CSRC President/CEO will determine whether to take appropriate corrective action at that time.
9. In addition to meeting with respective staff in preparing and reviewing the audit, the audit firm will provide an audit presentation to the CSRC Executive Committee and full Board of Directors.
10. Audit firm will prepare a Management Letter for findings and observations not included in the audit report.
11. Audit firm will prepare and file IRS Form 990 by IRS deadlines.

**List of Programs and Projected Funds PY 22-23**

PROGRAM	PROJECTED FUNDS	CFDA NUMBER
Workforce Innovation and Opportunity Act (WIOA)– Adult, Youth & Dislocated Worker	\$4,444,517	17.258/17.259/17.278
Welfare Transition/Temporary Aid Needy Families (TANF)	\$1,144,475	93.558
Wagner-Peyser	\$773,417	17.207
Veteran Programs – Disabled Veteran’s Outreach Program (DVOP) & Local Veteran’s Employment Rep (LVER)	\$425,290	17.801/17.804
Supplemental Nutrition Assistance Program-Employment & Training (SNAP)	\$481,855	10.561
Trade Adjustment Assistance Program	\$71,614	17.245

**Management and Advisory Services**

The audit firm may be called upon to provide additional professional services beyond the successful completion of the audit. The exact scope and nature of these management and advisory services have not been determined but will be consistent with the role and expertise of a certified public accounting firm. Primarily, it is anticipated that services will be provided on an as-needed basis and as requested by either CSRC’s President/CEO or Board of Directors through the term of the agreement. Fees will be determined prior to the time additional professional services are rendered.

**F. OTHER CONDITIONS**

1. Technical Assistance Provided by CSRC

- a. CSRC staff will be available to provide technical assistance with the provision of information needed to perform a financial and compliance audit. CSRC staff will also respond to requests for information, provide documentation or offer other assistance that may be necessary during the course of the review.
- b. CSRC staff will provide copies of prepared reports, statements, and schedules for the auditor.
- c. Report preparation, editing and printing shall be the responsibility of the audit firm.

2. Working Papers

- a. All working papers, statements, schedules, reports, and memoranda made by the audit firm in the course of the duties described herein will be and remain the property of the audit firm. However, copies of internal control work papers must be provided to CSRC in electronic format at the completion of each audit. DEO requires these working papers to be maintained by CSRC and available for their review.
- b. The audit firm shall permit the appropriate divisions of the State of Florida; the Governor of the State of Florida; the United States Secretary of Labor; the United States Secretary of Health and Human Services; the Inspector General of the United States Department of Labor; the Inspector General of the Department of Health and Human Services; the United States Comptroller General; the United States General Accounting Office; or their designated representatives to have access to and make copies of the working papers and documents related to the professional services rendered. Copying costs will be borne by the requesting agency.
- c. The working papers and related documents must be maintained and made available for inspection for a period of five (5) years from the date of the audit report or after all findings, claims, etc., have been closed, whichever is later. These records must be made available within a reasonable period of time at the CSRC’s Administrative office.

3. Payment

Payment for professional services will be specified in the agreement. The *vendor* will submit invoices on an incremental basis as work progresses. Final payment will be held until the CSRC accepts the final audit report.

4. Disclosure

The *vendor* will keep all documents and other information relating to these professional services confidential. Such information will only be disclosed to the CSRC Executive Committee, Treasure Coast Workforce Consortium and appropriate CSRC staff. Such information may also be made available to certain governmental agencies as specified in Section 2.b. above. Other than these exceptions, the audit firm will not publish, reproduce, or otherwise divulge such information, in whole or in part, nor authorize or permit others to do so.

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## GENERAL PROPOSAL INSTRUCTIONS

**Vendors** are advised to read this entire RFQ before preparing and submitting a response. Responses which do not follow the format, do not include all the minimum requirements specified in this RFQ 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 RFQ must be submitted, in writing via email, to [proposals@careersourcerc.com](mailto:proposals@careersourcerc.com). Questions must be submitted by Friday, March 10, 2023. All questions and answers will be posted on the website at [www.careersourcerc.com](http://www.careersourcerc.com) as they are received and answered no later than 5:00 pm the next business day following the date of receipt of the question(s).

This is a competitive procurement. CSRC employees will not provide any information on responses from other proposals 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](mailto:proposals@careersourcerc.com) before 5:00 PM on March 15, 2023.**

**Hard copy proposals and modifications thereof must be postmarked by March 15, 2023, and mailed to:**

CareerSource Research Coast  
Lisa Delligatti, Chief Financial Officer  
584 NW University Blvd., Suite 100  
Port St. Lucie, FL 34986

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

Request for Quote for Audit Services  
RFQ #23-001-AS  
5:00 PM, Wednesday, March 15, 2023

Quotes may be modified or withdrawn by written notice. Modifications must be received at the above address prior to the date specified for receipt of quotes. 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 quotes must conform to the format described in this document and contain all the requested information and attachments **including three (3) references. Note Section J under Proposal Format for more information on the reference requirements.**

**Vendors** are encouraged to keep quotes concise and to the point. Elaborate brochures are not wanted. The quote 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 RFQ.

### A. SOLICITATION TIMELINE

Mailing/advertising of RFQ	February 2023
Final date for questions related to the RFQ	March 10, 2023
Proposals Due	March 15, 2023, at 5:00 pm
Technical Review	March 17, 2023
Rating Team Review	March 24, 2023
CareerSource Research Coast's Approval/Contract Award	May 31, 2023
Contract Execution begins	July 1, 2023

## PROPOSAL FORMAT

Proposals are to be typewritten on 8 ½” by 11” paper and signed by an officer or employee having authority to bind the company. The proposal should include adequate information to evaluate the firm based on criteria set forth in this RFQ. The following is the required format for the proposal presentation:

**A. Title Page**

The **Vendor** must include the RFQ solicitation number and subject, the name of the **Vendor's** firm, local address, telephone number, fax number, e-mail address, name of contact person, and the date on the title page.

**B. Table of Contents**

The **Vendor** must identify the material enclosed and include page numbers on a table of contents.

**C. Letter of Transmittal**

The **Vendor** must briefly state an understanding of the scope of services to be performed and make a positive commitment to perform the work within the established time period. The **Vendor** must also provide the names of the person(s) who will be authorized to make representations for the **Vendor**, their titles, addresses and telephone numbers. The **Vendor** must ensure that the person(s) signing the letter will be authorized to bind the **Vendor**.

**D. Profile of the Vendor**

The **Vendor** must describe its organization, size, and structure. Indicate whether the accounting firm is following the registration, licensure, and permit requirements to practice as a public accounting firm in the State of Florida. The **Vendor** should indicate location of administrative office and years in business at that location. Indicate, if appropriate, that the firm is a small, minority owned business or women owned business. **Vendor** should also include a copy of its most recent peer review.

**E. Summary of Vendor's Qualifications**

1. Audit Team

The **Vendor** must describe the qualifications of staff to be assigned to the audit. Descriptions should include:

- a. Audit team makeup.
- b. Overall supervision to be exercised.
- c. Prior experience of the individual audit team members.

Provide information only on staff to be assigned to the audit. Information concerning education, position in the accounting firm, years, and types of experience, continuing professional education, state(s) in which licensed as a CPA, etc. will be considered.

2. Understanding of Work to be Performed

The **Vendor** must describe its understanding of the work to be performed, including audit procedures, estimated hours and other relevant information. The **Vendor** must provide a work plan which includes an explanation of the audit methodology to be followed to perform the services required.

3. Prior Auditing Experience

The **Vendor** must describe its prior auditing experience including the names, addresses, contact persons and telephone numbers of prior organizations audited. Experience should include the following categories.

- a. Prior experience auditing WIOA, TANF and Wagner Peyser programs.
- b. Prior experience auditing similar programs funded by the Federal Government.
- c. Prior experience auditing similar programs funded by the State of Florida.
- d. Prior experience auditing similar county or local government activities.
- e. Prior experience auditing nonprofit organizations.

**F. Professional Liability Insurance**

The **Vendor** must provide proof of Professional Liability Insurance. The minimum limit of coverage shall not be less than \$1,000,000.

**G. Certifications**

The **Vendor** must sign and include as attachments to its proposal the certifications enclosed with this RFQ.

**H. Fee**

The **Vendor** must include the maximum fee for the audit and a schedule of rates and hours for staff assigned to the audit and any other costs associated with the audit, completion of the IRS form 990 and state whether out-of-pocket expenses are included in the fee structure.

**I. References**

The **Vendor** should attach three (3) letters of reference from past clients (private and/or public) that speak to the company's ability to handle the duties noted in this RFQ. References for similar work completed for organizations similar to CSRC will be considered during the review. The **Vendor** must provide a list of clients similar in size and purpose to CSRC that were serviced by the same partner, manager and/or senior assigned staff as you propose for this audit. Include contact name and telephone number. CSRC employees will contact these references for verification of the **Vendor's** qualifications. ***If the Vendor has worked for CSRC in the past three years, no letters of reference are required.***

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## PROPOSAL SUBMISSION

### A. PROPOSAL DEADLINE

The **Vendor** must submit the quote for services, plus attachments (Proposer's Acceptance of General Provisions, Assurances and Certifications) to CSRC no later than 5:00 p.m. EST on Wednesday, March 15, 2023, in order to be considered. **Quotes delivered after the time specified will not be considered.** Changes, modifications, or additions cannot be made to a quote after the submission date.

### B. INQUIRIES

Inquiries concerning the RFQ should be directed to [proposals@careersourcerc.com](mailto: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 any and all quotes, in whole or in part, and to accept any quote that is deemed most favorable to CSRC at the time and under the conditions stipulated in this RFQ.
2. Non-conforming quotes 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 quotes received.
3. CSRC reserves the right to request additional information from **Vendors** for clarification or to allow corrections or errors or omissions, if in the best interest of CSRC.
4. All quotes are subject to negotiation by CSRC.
5. CSRC reserves the right to retain all quotes submitted and to use any ideas in a quote regardless of whether that **Vendor** is selected. Submission of a quote indicates acceptance by the firm of the conditions contained in this request for quotes unless clearly and specifically noted in the quote submitted and confirmed in the contract between CSRC and the company/firm selected.
6. All costs incurred in the preparation of a quote responding to this RFQ will be the responsibility of the **Vendor** and will not be reimbursed by CSRC. The **Vendor** 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. INITIAL TECHNICAL REVIEW

All timely quotes received will be reviewed by CSRC employees to determine if they are responsive and if the quotes are eligible for further consideration. Quotes may be judged nonresponsive and removed from further consideration if the quote is not received timely in accordance with the terms of this RFQ, does not include the required information, does not include the required certifications and/or is not adequate to form a judgment by the reviewers that the quote meets the needs of CSRC and the intent of this RFQ.

### E. REVIEW BY RFQ REVIEW TEAM

An RFQ Review Team will be organized to review and rate quotes. This team will review quotes successfully passing the initial technical review. Quotes will be evaluated using a point system. The team will review and discuss their evaluations of all quotes, combine the individual scores, and arrive at a composite technical score for each quote. 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, or women-owned businesses. A **Vendor** 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 RFQ does not obligate CSRC to award a contract. CSRC reserves the right to accept or reject any or all proposals received. The term, 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 company/firm's stability and experience related to this RFQ and the company/firm's ability to handle the tasks noted in this RFQ.

CSRC reserves the right to waive informalities and minor irregularities in quotes received.

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

CSRC may award a contract based on initial quotes received without negotiation of such quotes. Therefore, each initial quote 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 quotes.

All **Vendors** 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 **Vendors** who believe that their quote did not receive proper consideration. **Vendors** entering a protest should be prepared to document specific factors that put the aggrieved **Vendor** 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 RFQ. 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 first ranked **Vendor**, and if negotiations are successful, that **Vendor** will be recommended to the CSRC Board of Directors for award. In the event negotiations are not successful, negotiations with that **Vendor** will be terminated and negotiations begun with the second ranked **Vendor** and so forth until negotiations are successfully completed to the satisfaction of CSRC or until all acceptable quotes have been rejected.

#### I. NOTIFICATION OF AWARD

Upon conclusion of final negotiations with the successful **Vendor**, all **Vendors** will be notified in writing of their status. The final award decision will be made no later than May 31, 2023. Contract negotiations may commence any time following that date and are to be completed by June 23, 2023, with an execution date of contract to begin July 1, 2023.

## **ATTACHMENT A - CAREERSOURCE RESEARCH COAST COMPETITIVELY PROCURED SUB-RECIPIENTS & VENDORS**

### **Manpower**

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

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

225 E Robinson St., #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

## 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 the 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 on which CareerSource Research Coast awards a contract for audit 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 LWDA 20 WORKFORCE BOARD MEMBERS**

- |   |  |
|---|--|
| 1. Werner Bols, President                             | Bols Construction                            |
| 2. Pamela Burchell, Director of Human Resources       | Cleveland Clinic Indian River Medical Center |
| 3. Helene Caseltine, Director of Economic Development | Indian River County Chamber                  |
| 4. Robert Cenk, President                             | Ce. Ce. Contracting                          |
| 5. Jim Brann, President                               | The Porch Factory                            |
| 6. Jose Capellan, Veteran Services Manager            | St. Lucie County Veteran Services            |
| 7. Pamela Houghten, CFO                               | Houghten Biomedical Sciences, LLC            |
| 8. Larry Leet, Commissioner                           | St. Lucie County                             |
| 9. Leslie Kristof, President                          | Keiser University                            |
| 10. Dr. Timothy Moore, President                      | Indian River State College                   |
| 11. Jeannie McCall, Director of Human Resources       | Sandhill Cover Retirement Living             |
| 12. David Freeland, President                         | St. Lucie County CTS/CU                      |
| 13. Terrance Moore, CEO                               | Moore Solutions, Inc.                        |
| 14. Debbie Perez, Corporate Director                  | Cleveland Clinic Martin Health               |
| 15. Dr. Jonathan Prince, Superintendent               | St. Lucie County Public Schools              |
| 16. Lawrence Hawes, General Manager                   | Airburners, Inc.                             |
| 17. Michael Kauffman, Training Director               | Ironworkers Local Union 402 JATC             |
| 18. Dr. John Millay, Superintendent                   | Martin County Public Schools                 |
| 19. Dr. David Moore, Superintendent                   | Indian River County Public Schools           |
| 20. Wayne Olson, VR Area Director                     | Vocational Rehabilitation                    |
| 21. Pete Tesch, Executive Director                    | Economic Development Council of St. Lucie    |
| 22. Maddie Williams, President                        | Treasure Coast Builder's Association         |
| 23. Angella Williams, VP of Human Resources           | Treasure Coast Hospice                       |

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

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

## **ATTACHMENT D – VENDOR CONTRACT CERTIFICATIONS**

On behalf of the Vendor:

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

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Vendor

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Name and Title of Certifying Representative

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Signature of Certifying Representative

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Date

## ATTACHMENT E - 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 the 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.

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Vendor

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Name and Title of Certifying Representative

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Signature of Certifying Representative

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Date

**ATTACHMENT F – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

1. The Vendor certifies to the best of its knowledge and belief, that it and its principal:
  - A. Are not presently debarred, suspended, proposed for debarment, and 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 any of the statements in this certification, such prospective participant shall submit an explanation to CSRC.

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Vendor

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Name and Title of Certifying Representative

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Signature of Certifying Representative

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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 predecessor or successor of a person convicted of a public entity crime; or
- 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 Vendor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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Vendor

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Name and Title of Certifying Representative

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Signature of Certifying Representative

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

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

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

\_\_\_\_\_  
Vendor

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

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

\_\_\_\_\_  
Date

## ATTACHMENT J – GENERAL PROVISIONS AND ASSURANCES

This attachment is part of the vendor agreement held between The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast (CSRC) and Vendor for described in the Agreement attached hereto. In consideration of the mutual covenant and stipulations set forth in the contract and Attachment herein, the parties hereby agree as follows:

### 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, prohibits discrimination against qualified individuals with disabilities.
- The Age Discrimination Act of 1975, as amended, 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 us that it will comply with 29 CFR Part 37 and all other regulations 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 the 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.Ot7, 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**

The 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**

The 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.

**16. E-Verify**

Vendor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

**17. Free Speech and Religious Liberty (applicable to Sub-recipients only)**

Vendor agrees to follow the statutory and national policy requirements, as applicable, stated in 2 CFR § 200.300 and Executive Order 13798 Promoting Free Speech and Religious Liberty and Executive Order 13864 Improving Free Inquiry, Transparency and Accountability at College and Universities.

Vendor Name: \_\_\_\_\_

Authorized Representative

Printed Name & Title: \_\_\_\_\_

Authorized Representative

Signed Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT K – INITIAL TECHNICAL REVIEW FOR RFQ #23-001-AS**

VENDOR: \_\_\_\_\_

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

Vendor met due date and time: Yes  No Proposal included one original, five copies and an electronic version? Yes  No Original proposal contains representative signature(s) in blue ink? Yes  No Proposal was submitted with all required information provided? Yes  No Vendor included a list of clients for contact? Yes  No Vendor provided a fee schedule as requested? Yes  No Vendor indicated a financial relationship with either CareerSource Research Coast Board of Directors or the Treasure Coast Workforce Consortium and the relationship is a conflict of interest? Yes  No **Employees Review Results:**Vendor has previously provided services to CareerSource Research Coast or other similar government funded programs? Yes  No If yes, employees will prepare a statement to indicate past performance, cost, and note any outstanding issues. All outstanding issues must be resolved prior to consideration of a new contract. Yes  No References were provided by the vendor to indicate that the vendor is capable of delivering the services requested? Yes  No **FORWARD TO THE RATING COMMITTEE** Yes  No 

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

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



5. The qualifications of the Vendor demonstrate their capacity to perform the scope of work:

\_\_\_\_\_

Most Experience.....Least Experience

20 15 10 5 0

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

\_\_\_\_\_

\_\_\_\_\_

**TOTAL ALL POINTS (Add scores 1-10):**

\_\_\_\_\_  
**(Total)**

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

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

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