

Attachment A – Proposal Cover Sheet

1. Legal Name of Respondent: _____
2. Former Name(s) Under Which Respondent Has Operated: _____
3. Authorized Contact Person: _____
4. Address: _____
5. Telephone Number: () _____ 6. Website Address: _____
7. Date of Business Inception: _____ 8. Number of Years in Business: _____
9. # of Years Delivering the Solicited Workforce Services: _____ 10. # of Full-time Employees: _____
11. Type of Business: For-Profit Non-Profit Public
12. Legal Structure: Sole Proprietorship Partnership Corporation
13. Authorized to conduct business in Florida? Yes or No
14. Check to indicate if your organization is a:
 Community-based Organization (CBO) Minority-owned Female-owned N/A
15. The proposer certifies that:

a) It has no outstanding liens, claims, debts, judgments, or litigation pending against it which would materially affect its programmatic or financial abilities to implement and carry out its proposed program.	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) It has complied with an official order of any agency of the State of Florida, or the United States Department of Labor to repay disallowed costs incurred during its conduct of projects or services.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
c) It is current in its payment of applicable federal, state, and local taxes.	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) It is free and clear of any disallowed audited costs.	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Its costs and pricing data submitted with this proposal are representative of only those reasonable, allowable, and allocable costs necessary for carrying out its proposed program.	<input type="checkbox"/> Yes <input type="checkbox"/> No
f) It will comply with the assurances attached to this RFP, WIOA and its promulgated rules and regulations.	<input type="checkbox"/> Yes <input type="checkbox"/> No
g) It is authorized to submit this proposal in accordance with the policies of its governing body.	<input type="checkbox"/> Yes <input type="checkbox"/> No

By my signature, I am empowered and can act on behalf of the proposing organization in submitting this proposal. I certify that the information contained herein is true and correct to the best of my knowledge, and that the offer contained herein is true and correct to the best of my knowledge, and that the offer contained herein is firm and valid for a period not to exceed 60 days from this proposal's date.

Organization

Name of Certifying Official

Signature

Date

Attachment B – Representations and Certifications

THESE REPRESENTATIONS AND CERTIFICATIONS MUST BE SIGNED AND SWORN TO BY AN AUTHORIZED REPRESENTATIVE OF THE RESPONDENT IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Where the respondent is not able to certify to any of the following representations and certifications, the respondent shall submit with its proposal a written explanation of why it cannot do so.

Representations and certifications provided by vendors are submitted to CareerSource Capital Region (CSCR) in response to a specific solicitation. In submitting a proposal, each respondent understands, represents and acknowledges the following:

Company Name: _____

DUNS: _____

Certification Validity Date: _____

By submitting this certification, I _____, am attesting
(Authorized Representative Name)
to the accuracy of the representations and certifications contained herein. I understand that I may be subject to penalties if I misrepresent _____
(Respondent/Company Name)
in any of the representations or certifications to CSCR.

By submission of this proposal I certify that following statements are true and correct:

- I. The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- II. To the best of the knowledge of the person signing the response, the respondent, its affiliates
- III. subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- IV. Respondent currently has no delinquent obligations to the State of Florida or U.S. Government including a claim by the State of Florida or U.S. Government or for liquidated damages under any other contract.
- V. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- VI. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, nor they will not be disclosed before the solicitation opening.
- VII. The respondent has fully informed CSCR in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect

to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- VIII. The Respondent understands 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.
- IX. The Respondent understands that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- X. The Respondent understands 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.
- XI. The Respondent understands 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. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- XII. Based on information and belief, the applicable statement which I have marked below is true in relation to the entity submitting this sworn statement.

(Initial one)

_____ 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.

- XIII. The Respondent has read and understands the terms and conditions, and the submission is made in conformance with those terms and conditions.
- XIV. If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with CSCR.
- XV. The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- XVI. The Respondent shall indemnify, defend, and hold harmless CSCR and its employees against any cost, damage, or expense which may be incurred or becaused by any error in the respondent's preparation of its bid.
- XVII. All information provided by, and representations made by, the respondent are material and important and will be relied upon by CSCR in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from CSCR of the true facts relating to submission of the bid.
- XVIII. **Certification of Drug-Free Workplace.** As required by the Drug-Free Workplace Act of 1988, the respondent represents as part of its offer that it will or will continue to provide a drug-free workplace by complying fully with the following requirements:
- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection A.
 - D. In the statement specified in subsection A, notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Complete appropriate boxes:

- XIX. **PREVIOUS CONTRACTS AND COMPLIANCE REPORTS.** The respondent represents as part of its offer that it:

[] Has, [] Has Not

participated in a previous contract or subcontract subject to either the Equal Opportunity clause of this solicitation;

Has, Has Not
filed all required compliance reports.

XX. **CONFLICT OF INTEREST CERTIFICATION.** Except for the possible exceptions noted below, respondent certifies that it and its principals, owners, and employees have no interest, direct or indirect, which could conflict in any manner or degree with the performance or provisions of goods and/or services to CSCR.

XXI. **DISCLOSURE OF POSSIBLE CONFLICT OF INTEREST.**

The principals* and owners** of the firm:

Have, Do Not Have

A relative who is a Member of the Board of Directors of CSCR. If applicable the relative's name is

_____.

The relationship of the relative to the principle and/or owner of the firm is

_____.

There Is, There Is Not

A principal or owner who is a Member of the Board of Directors of CSCR. If applicable, the principal's or owner's name is:

_____.

There is, There Is Not

A principal or owner who is an employee of CSCR. If applicable, the principal's or owner's name is

_____.

* "Principal" means an owner or high-level management employee with decision-making authority.

**"Owner" means a person having any ownership interest in the firm.

XXII. **CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

A. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

B. The Respondent, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after January 21, 2020.

i. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 on his or her behalf in connection with the awarding of a contract;

ii. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence 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 on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

- iii. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- iv. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

XXIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

As required by Executive Order 12549, Debarment and Suspension and implemented at 29 CFR Part 98 for prospective participants in primary covered transactions –

- A. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- B. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
- C. 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 statements, or receiving stolen property;
- D. are not presently indicted 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
- E. have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I UNDERSTAND THAT THE SUBMISSION OF THESE REPRESENTATIONS AND CERTIFICATIONS TO THE CONTRACTING OFFICER FOR CSCR IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THESE REPRESENTATIONS AND CERTIFICATIONS ARE VALID. I ALSO UNDERSTAND THAT I AM REQUIRED TO TIMELY INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THESE REPRESENTATIONS AND CERTIFICATIONS.

FOR:

Respondent/Company Name

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

_____ who, after first sworn by me, affixed his/her signature in the space provided above on this ___ day of _____, _____

Notary Public

My commission expires:

Attachment C – General Terms and Conditions

I. Termination of Contract, Modification and Breach of Contract

- A. Modifications to this Contract shall be unilateral in nature when required by changes in US Department of Labor or State of Florida regulations, policies or funding, or when required by a change in State or Federal law.
- B. For Convenience - Either party may terminate the performance of work under this Contract, in whole, or from time to time, in part, whenever it determines such termination or suspension is in their best interest. Written notification from one party to the other transmitting notice via certified mail with return receipt is required. Termination will be effective thirty (30) days after the notice has been issued, and the other party will have thirty (30) days after the termination date to close out the Contract.
- C. For Cause - The performance of work under this Contract may be terminated effective immediately, in whole, or from time to time, in part, by CareerSource Capital Region, (CSCR) at its sole discretion. The Sub-Recipient/Contractor will be notified by certified mail. Termination will be effective immediately and the Sub-Recipient/Contractor will be given thirty (30) days after the termination date to close out the Contract.

- a. Reasons for termination with cause include, but are not limited to, the following:

- i. If, through any cause not attributable to CSCR, the Sub-Recipient/Contractor fails to fulfill in a timely and proper manner its obligations under this Contract.
 - ii. If the Sub-Recipient/Contractor violates any of the covenants, agreements or stipulations of this Contract.
 - iii. If Temporary Assistance to Needy Families/Welfare Transition Program (TANF/WTP), or Workforce Innovation and Opportunity Act (WIOA) funding is not available.
 - iv. If the Sub-Recipient/Contractor fails or refuses to permit inspection of its books by the US Secretary of Labor, Inspector General, CSCR or its designee, or any authorized person seeking inspection of the Sub-Recipient/Contractor's records pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes.
 - v. If CSCR determines that it is necessary to protect the integrity of the funds or ensure proper operation of the program.
- D. Notice of Termination - Termination of work hereunder shall be affected by either party by the delivery of a Notice of Termination by a certified letter to the other party specifying the extent to which the performance of work under the Contract is terminated and the date upon which such termination becomes effective.
 - E. Certified and other mail related to contractual obligations will be sent to the following parties:

CareerSource Capital Region
Jim McShane, CEO
2639 North Monroe St. Bldg. C -100
Tallahassee, Florida 32303

For the second party (Sub-Recipient/Contractor):

Authorized Signatory as identified on the Administrative Capability Form, if applicable, included in the awarded proposal.

Business address as identified on the Administrative Capability Form, if applicable included in the awarded proposal.

F. Action to Be Taken After Receipt of Notice of Termination - After receipt of the notice of termination, the Sub-Recipient/Contractor shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment and miscellaneous items and shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering persons and/or services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Sub-Recipient/Contractor agrees to:

- a. Settle all outstanding liabilities and claims arising out of such cancellation of commitments or ratify all such settlements.
- b. Assign to CSCR in the manner, at the time and to the extent directed by CSCR, all of the rights, titles and interests of the Sub-Recipient/Contractor under the orders and subcontracts so terminated. CSCR shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and second parties.
- c. For Cost Reimbursement Contracts: Payments will be made for expenditures incurred up to the date that termination notification is received. CSCR must receive the final request for cost reimbursement, within thirty (30) days after the termination of the Contract unless otherwise stipulated by CSCR.
- d. Any litigation shall be heard under the laws of Florida. Attorney Fees; The prevailing party in litigation including breach, enforcement, or interpretation arising out of the RFP or Contract shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses.

II. Availability of Funds

It is expressly understood and agreed that the obligation of CSCR to proceed under this Contract is conditioned upon the appropriation of funds by the State of Florida and receipt of Federal and/or State funds. If the funds anticipated for the fulfillment of this Contract are, at any time, not forthcoming or insufficient, either through the failure of the Federal Government to provide funds or the State of Florida to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to CSCR for the payments or performance due under this Contract, CSCR shall not be obligated to pay the amounts due under this Contract; and all further obligations of CSCR under this Contract will cease immediately, without penalty, cost or expense to CSCR of any kind whatsoever. In the event of such non-appropriation of funds or lack of funds, CSCR shall notify the Sub-Recipient/Contractor and this Contract shall be null and void.

III. FAIN #s for funding streams associated with this contract may include but is not limited to the following: 175FL411Q7503, ES-29405-16-55-A-12, UI-29835-17-55-A-12, AA-28310-16-55-A-12, AA-28310-16-55-A-12, AA-28310-16-55-A-12, G-1701FLTANF.

IV. Authority to Enter This Contract

The Sub-Recipient/Contractor assures that it possesses legal authority to enter into the Contract; and the authority to file project plans, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient/Contractor to act in connection with the Contract and to provide such additional information as may be required.

V. Debarment, Suspension and Other Responsibility Matters

A. The Sub-Recipient/Contractor assures that it and its principals; 1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local Department or agency; 2) have not, within a three year period, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public 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 statements or receiving stolen property; 3) are not presently indicted for or otherwise criminally or civilly charged by any government entity (Federal, State or local) with commission of any of the acts outlined herein; 4) have not, within a three year period preceding this Contract, had one or more public transactions terminated for cause or default; 5) are not on the State of Florida's convicted vendor list and, 6) is properly licensed by the State of Florida to perform the services outlined in this contract. The Sub-Recipient/Contractor hereby certifies that all items identified in the preceding paragraph are true.

VI. Assignment of Contract

This Contract and the provisions stated herein shall not be assigned by the Sub-Recipient/Contractor without the expressed written consent of CSCR. The Sub-Recipient/Contractor shall not be relieved of its obligations without specific written release.

While it is understood that the Sub-Recipient/Contractor may enter into agreements or subcontracts with eligible entities for the provision of the services required with the approval of CSCR, any and all such agreements or subcontracts shall include all of the terms and conditions of the RFP under which this Contract was awarded. The Sub-Recipient/Contractor shall be fully responsible for the performance of its Contract.

Copies of all subcontracts, agreements and modifications thereto shall be forwarded to CSCR.

VII. Continuing Right of Enforcement

The failure of CSCR to strictly enforce any of the provisions of this Contract, or to require strict performance by the Sub-Recipient/Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or any other provision contained therein nor shall it in any way affect the validity of this Contract or any part hereof, or waive the right of CSCR to thereafter enforce each and every provision therein.

VIII. Rights of CSCR

CSCR, or any Federal, State or local agency to which CSCR has responsibility and accountability for funds provided under this Contract shall have the right to visit any site, interview any beneficiary, and observe any action covered by the Contract.

IX. Obligations of CSCR

- A. CSCR, through duly authorized representatives, shall have the obligation to:
- B. Make available for review by the Sub-Recipient/Contractor each and every act, regulation, rule, law and plan that is specifically named and incorporated into this Contract.
- C. Notify the Sub-Recipient/Contractor of any changes in such act, regulation, rule, law and plan that is specifically named and incorporated in this Contract which may affect the Sub-Recipient/Contractor's performance under the terms and conditions to this Contract.

X. Catalogue of Federal Domestic Assistance (CFDA) numbers

Below are the CFDA numbers for funding received by CSCR: 10.561, 17.207, 17.225, 17.258, 17.259, 17.278, 93.558.

XI. Records Retention and Maintenance

All recipients of federal financial assistance under the WIOA shall provide access to all documents, papers, letters, or other materials, prepared or received by the recipient regarding the subject matter of the contract, to the Program Review Unit, Office of Workforce Program Development and Guidance, and to the Office for Civil Rights upon request. Staff from the Program Review Unit and the Office for Civil Rights shall have the right to review and copy all such material for use in determining compliance with the nondiscrimination and equal opportunity provisions of the WIOA.

The Sub-Recipient/Contractor agrees:

- A. To maintain financial, participant, statistical, audit and property records and documents pertaining to services provided and the characteristics of applicants, beneficiaries and participants of programs funded by this Contract as will enable it to properly comply with all reporting requirements of CSCR. Such records and documents shall be retained and kept available for audit purposes for five (7) years or until an approved audit of both CSCR and the Sub-Recipient/Contractor is completed, or until all litigation, claims or audit findings involving the records have been resolved, whichever occurs later. Such retention period starts from the date of CSCR approval of the Sub-Recipient/Contractor's closeout. Should the Sub-Recipient/Contractor be unable to maintain the records, such records shall be transmitted to CSCR in acceptable condition for storage.
- B. To permit CSCR, the US Secretary of Labor, the Inspector General of the US Department of Labor, the US Comptroller General, or their designated representatives to have access and the authority to audit, examine, and make excerpts, copies or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Contract. To carry out this function, officials shall have access to all matter covered by this Contract during regular business hours and at reasonable locations, including the Sub-Recipient/Contractor's office or any other site at which the Sub-Recipient/Contractor may operate, maintain offices, or keep books and records.
- C. That if books and records used by the Sub-Recipient/Contractor, as determined in monitoring or audit reports in accounting for expenses incurred under this Contract, do not meet the minimum standards of accepted accounting practices and records management of CSCR, CSCR reserves the right to withhold any or all of its funding to the Sub-Recipient/Contractor until such time as standards are met. CSCR may withhold payments due under a later agreement to offset disallowed costs identified under an earlier agreement.
- D. That the Sub-Recipient/Contractor may be required to use different administrative or accounting procedures for the planning, controlling, monitoring and reporting of all fiscal and participant matters relating to this Contract.
- E. That all direct and indirect costs shall be charged in accordance with CFR 200 or subsequent guidance.
- F. To establish and maintain an auditable accounting system, and report on an accrual basis in accordance with recognized accounting practices and CSCR's requirements for fiscal and program reports. This includes establishing record keeping systems that are sufficient to permit the preparation of reports required by the State of Florida and CSCR and to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully.
- G. To keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent.
- H. Government organizations and non-profits are required to be audited in accordance with CFR 200 or subsequent guidance. Commercial organizations (for-profit) receiving more than \$750,000 in total federal funds for the fiscal year must have either a program specific independent financial and compliance audit in accordance with generally accepted government auditing standards or an organization-wide audit that includes coverage of the federal funds within its scope. Non-federal entities other than commercial organizations that expend less than \$750,000 in total federal funds are exempt from federal audit requirements.
- I. That the Sub-Recipient/Contractor will repay CSCR amounts found not to have been expended in accordance with the Contract or disallowed in the final resolution of the audit report. The Sub-Recipient/Contractor shall repay such amounts from funds other than funds received under the Contract. CSCR may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.

J. The Sub-recipient/Contractor will adhere to the guidance for Commercial Organizations set forth in 48 CFR Part 31 if they are a for profit organization.

XII. Submission of Audits

All audits must be submitted in compliance with **(2 CFR §200.512 Report submission. (a) General. (1) The audit must be completed, and must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day).** Failure to submit audits within the above timeframe shall relieve CSCR of financial liability.

XIII. Submission of Invoices

Failure to submit invoices within thirty (30) days of the activity shall relieve CSCR of financial liability.

XIV. Other Invoices/ Payments

Documentation to support payments made by CSCR shall be submitted along with request for payment in a timely manner. Such documentation shall be recorded in accordance with the applicable Policy and Procedure.

XV. Liability for Damages and Disallowed Costs

Notwithstanding any terms or conditions of this Contract to the contrary, neither party shall be relieved of liability to the other party for damages sustained by the other party by virtue of any breach of Contract by the other party, or for any disallowed cost; and either party shall have the right to demand of the other party, within a period of time specified by the offended party, the return of any Contract funds used for such disallowed costs, and the Sub-Recipient/Contractor agrees to comply with such demand.

Indemnification and hold harmless clause. Each party will indemnify or hold harmless the other party with respect to damages in connection with bodily injury, illness or any other damage or loss, notwithstanding any term or condition of this Contract to the contrary, either party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Contract by the other party.

XVI. Applicability of Federal, State and Local Laws

Notwithstanding any term or condition of the Contract to the contrary, it is understood by all parties hereto that nothing in this Contract will relieve any of the parties from adherence to applicable Federal, State and local laws and regulations.

XVII. Hold Harmless

Both parties further agree to hold and save the other party, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses for, or on account of, any or all suits for damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Sub-Recipient/Contractor. This includes court costs and attorney's fees incurred by CSCR. In addition, either party shall hold harmless the other party with respect to any damages for bodily injury, illness or other losses.

XVIII. General Terms

The Sub-Recipient/Contractor understands and agrees that oral communication between the parties will not be accepted in any audit determination or other matter involving interpretation of the rules, policy directives, and regulations governing the implementation of program activities under this Contract.

Refunds or credits from training institutions or other vendors for costs that have been paid by CSCR shall:

- A. Be returned to CSCR within ten (10) days of the Sub-Recipient/Contractor's receipt; or
- B. The next cost reimbursement request from the vendor may be reduced by the refund amount.

- C. The Sub-Recipient/Contractor will adhere to and comply with CSCR's Complaint and Grievance procedures that have been approved by the State of Florida.
- D. In the administration of this Contract, the Sub-Recipient/Contractor shall comply with the Standards of Conduct issued in the Florida Statutes Sections 112.313 (Standards of Conduct for Public Officers and Employees of Agencies) and 104.31 (Political Activities of State, County, and Municipal Officers and Employees), as applicable.
- E. In the administration of this Contract, every reasonable course of action will be taken by the Sub-Recipient/Contractor in order to maintain the integrity of the expenditure of public funds.
- F. CSCR reserves the right to impose financial penalties for non-compliance with the terms and conditions of this contract.

SPECIAL TERMS AND CONDITIONS

- I. Compliance with Title VI and VII of the Civil Rights Acts of 1964, as amended, and WIOA Regulations, as amended, Regarding participation and Benefits

The Sub-Recipient/Contractor agrees to comply with Title VI and VII of the Civil Rights Act of 1964 (P.O. 88-352) and with 29 CFR, part 37, the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, and further agrees that no person in the United States shall on the ground of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract.

- II. Civil Rights Certification

The Sub-Recipient/Contractor gives this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance.

The Sub-Recipient/Contractor assures that it will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 188 of the Workforce Innovation and Opportunity Act, as amended, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship or participation in WIOA.
- C. The Nontraditional Employment for Women Act of 1991, as amended, public law 102-235, which prohibits discrimination on the basis of sex-stereotyping in occupations traditional for the other sex.
- D. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, and the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- E. Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities.
- F. The Age Discrimination Act of 1972, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities.
- G. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs in programs and activities.

H. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

III. Equal Employment Opportunity

The Sub-Recipient/Contractor will not discriminate against any employee including WIOA, SNAP or WTP/TANF participants and beneficiaries for employment and training activities because of race, color, age, sex, religion, disability, political affiliation or national origin. The Sub-Recipient/Contractor will ensure that applicant and program beneficiaries are treated equally and fairly without regard to race, color, age, sex, religion, disability, political affiliation or national origin. Such action shall include, but not be limited to the following: upgrading, employment demotion, and transfer, recruitment and advertising, layoff and termination, rates of pay and other forms of compensation, and selection for training.

The Sub-Recipient/Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Sub-Recipient/Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Sub-Recipient/Contractor further assures that all Sub-Recipient/Contractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In addition, there shall be no discrimination against individuals who are participants in activities supported by funds provided under this Contract,

IV. Transparency Act Requirements

The Sub-Recipient/Contractor must ensure that they have the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. Law 109-282, as amended by section 6202 of Pub. Law 110-252) (Transparency Act), as follows:

The following types of awards are not subject to the Federal Funding Accountability and Transparency Act:

- A. Federal awards to individuals who apply for or receive Federal awards as natural persons (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name);
- B. Federal awards to entities that had a gross income, from all sources, of less than \$300,000 in the entities' previous tax year; and
- C. Federal awards, if the required reporting would disclose classified information.

V. Sub-Recipient/Contractor Supervision

Services and activities provided under this Contract shall be administered by or under the supervision of the Sub-Recipient/Contractor.

VI. Fraud and Program Abuse

The Sub-Recipient/Contractor shall ensure the integrity of the programs by maintaining sufficient, auditable, and otherwise adequate records that support the expenditure of all funds under the Contract.

The submittal of false information may be considered as fraud and could result in the immediate termination of the Contract and/or prosecution. The Sub-Recipient/Contractor is liable for the repayment of funds that were paid by CSCR for reported performance or other compensation for services or expenses subsequently determined to be invalid. Repayment may be by deduction from subsequent invoices or in the form of a check for the amount owed if the program ended. Resolution should occur within thirty (30) days.

VII. Theft or Embezzlement from Employment and Training Funds

The Sub-Recipient/Contractor shall be liable for prosecution under the criminal provision of the 18 U.S.C. 665 for theft or embezzlement.

VIII. Health and Safety

The Sub-Recipient/Contractor for the duration of the Contract shall maintain appropriate standards for health and safety in work and training situations. Health and safety standards, including Child Labor Laws, established under State and Federal law, otherwise applicable to working conditions of participants. The Sub-Recipient/Contractor assures that appropriate standards for health and safety in work and training situations will be maintained. Where participants or employees covered under this Contract are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety. Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

IX. Further Assurance

The Sub-Recipient/Contractor assures that it, and its Sub-Recipient/Contractors, will comply with all applicable accreditation, business licensing, taxation and insurance requirements of State or Federal statute or law.

X. Complaints and Grievances

The Sub-Recipient/Contractor will adhere to the Complaint and Grievance Procedures outlined in CSCR's policies.

XI. General Description of Workforce Delivery System

Title I of WIOA assigns responsibilities at the local, State and Federal level to ensure the creation and maintenance of a Workforce delivery system that enhances the range and quality of workforce development services that are accessible to individuals seeking assistance.

In general, the Workforce System is a structure under which entities responsible for administering separate workforce investment, educational, and other human resource programs and funding streams (referred to as Workforce Partners) collaborate to create a coordinated delivery of service that will enhance access to program services and improve long-term employment outcomes for individuals receiving assistance.

The Workforce System will provide access to numerous workforce investment and educational and other human resource services, activities and programs. Rather than requiring individuals and businesses to seek workforce development information and services at several different locations CSCR and its Partners will strive to simplify and expand access to services for job seekers and employers.

As providers in the Workforce System, all Sub-Recipient/Contractors will be required to provide services through this system.

XII. Compliance with Acts relating to Work And Safety

The Sub-Recipient/Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act 940 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction agreements.

XIII. Safeguarding Data Including Personally Identifiable Information (PII)

The Sub-Recipient/Contractor must recognize that confidentiality of PII and other sensitive data is of paramount importance and must be observed except where disclosure is allowed by the prior written approval of CSCR or by court order. All data exchanges conducted through or during the course of performance of this contract will be conducted in a manner consistent with applicable Federal law and TEGL NO. 39-11 (issued June 28, 2012). All such activity conducted by ETA and/or Sub-Recipient/Contractor/s will be performed in a manner consistent with applicable state and Federal laws.

The Sub-Recipient/Contractor agrees to take all necessary steps to protect such confidentiality by complying with the following provisions that are applicable in governing their handling of confidential information: To ensure that such PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via e-mail or stored on CDs, DVDs, thumb drives, etc., must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant and National Institute of Standards and Technology (NIST) validated cryptographic module. The Sub-Recipient/Contractor must not e-mail unencrypted sensitive PII to any entity, including ETA or Sub-Recipient/Contractors.

- A. The Sub-Recipient/Contractor must take the steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from unauthorized disclosure. The Sub-Recipient/Contractor must maintain such PII in accordance with the ETA standards for information security described in this TEGL and any updates to such standards provided to the Sub-Recipient/Contractor by ETA. The Sub-Recipient/Contractor who wish to obtain more information on data security should contact their Federal Project Officer.
- B. The Sub-Recipient/Contractor shall ensure that any PII used during the performance of their grant has been obtained in conformity with applicable Federal and state laws governing the confidentiality of information.
- C. The Sub-Recipient/Contractor further acknowledge that all PII data obtained through their ETA grant shall be stored in an area that is physically safe from access by unauthorized persons at all times and the data will be processed using Sub-Recipient/Contractor issued equipment, managed information technology (IT) services, and designated locations approved by ETA. Accessing, processing, and storing of ETA grant PII data on personally owned equipment, at off-site locations e.g., employee's home, and non-Sub-Recipient/Contractor managed IT services, e.g., Yahoo mail, is strictly prohibited unless approved by ETA.
- D. Sub-Recipient/Contractor employees and other personnel who will have access to sensitive/confidential/proprietary/private data must be advised of the confidential nature of the information, the safeguards required to protect the information, and that there are civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal and state laws.
- E. The Sub-Recipient/Contractor must have their policies and procedures in place under which Sub-Recipient/Contractor employees and other personnel, before being granted access to PII, acknowledge their understanding of the confidential nature of the data and the safeguards with which they must comply in their handling of such data as well as the fact that they may be liable to civil and criminal sanctions for improper disclosure.
- F. The Sub-Recipient/Contractor must not extract information from data supplied by ETA for any purpose not stated in the grant agreement.
- G. Access to any PII created by the ETA grant must be restricted to only those employees of the grant recipient who need it in their official capacity to perform duties in connection with the scope of work in the grant agreement.
- H. All PII data must be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal or any other means. Data may be downloaded to, or maintained on, mobile or portable devices only if the data are encrypted using NIST validated software products based on FIPS 140-2 encryption. In addition, wage data may only be accessed from secure locations.
- I. PII data obtained by the Sub-Recipient/Contractor through a request from ETA must not be disclosed to anyone but the individual requestor except as permitted by the Grant Officer.
- J. The Sub-Recipient/Contractor must permit ETA to make onsite inspections during regular business hours for the purpose of conducting audits and/or conducting other investigations to assure that the Sub-Recipient/Contractor is complying with the confidentiality requirements

described above. In accordance with this responsibility, the Sub-Recipient/Contractor must make records applicable to this Agreement available to authorized persons for the purpose of inspection, review, and/or audit.

- K. The Sub-Recipient/Contractor must retain data received from ETA only for the period of time required to use it for assessment and other purposes, or to satisfy applicable Federal records retention requirements, if any. Thereafter, the Sub-Recipient/Contractor agrees that all data will be destroyed, including the degaussing of magnetic tape files and deletion of electronic data.

XIV. Byrd Anti-Lobbying Amendment (31 U.S.C.1352)

Contractors who apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier up to the recipient.

This bid solicitation is fully supported by the U.S. Departments of Labor, Health and Human Services, and Agriculture as part of awards totaling \$6,447,537.

Attachment D – Budget Summary

Budget Line Items	Direct Costs	Non-Direct Costs	Total Annual Budget
1. Salaries			
2. Fringe Benefits			
a) FICA, SS			
b) FICA, Med			
c) Health Insurance			
d) Dental Insurance			
Life Ins/Std/ Ltd			
a) 401K			
b) 401K Admin			
c) Unemployment State			
d) Unemployment Federal			
e) Workers Compensation			
3. Office Supplies			
4. Staff Travel, in region			
5. Staff Travel, out of region			
6. Staff training			
7. Advertisement/Recruitment			
8. Overhead, Allocated, Indirect Costs & Profit			
9. Other			
Grand Total			
Percentage of Grand Total			100%

Attachment D – Position Detail

Position / Job Title	# Staff	Annual Salary	% Charged to this Proposal	Amount Charged to Direct Costs	Amount Charged to Indirect	Total
Total						

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Attachment E - Contractual Performance Goals

Measures	PY 2018-2019 Performance Goals	PY 2019-2020 Performance Goals
Placement (Staff Entered):		
Overall Placement	2, 500	2,500
Monitoring (Error Rate):		
Board Quality Assurance Review	6% or less	6% or less
Case Management (Engagement Rate):		
For WIOA Adults & Dislocated Workers	95%	95%
For WIOA Youth	95%	95%
Career Seeker Follow-Up/Retention (Completion Rate):		
WIOA Adults & Dislocated Workers	100%	100%
WIOA Youth	100%	100%
Performance Bonus Measures:		
Adult Entered Employment Rate	85%	85%
Dislocated Worker Entered Employment Rate	85%	65%
Adult Credential Rate	85%	85%
Dislocated Worker Credential Rate	85%	65%
Youth Placement in Employment/Education Rate	60%	67%
Youth Credential Rate	75%	77%
Welfare Transition Participation Rate	50%	50%
Welfare Entered Employment Outcome Rate	32%	32%

Attachment F - WIOA Indicators of Performance Goals – CSCR

Measures	PY2018-2019 4th Quarter Performance	PY 2018-2019 % of Performance Goal Met For Q4	PY 2018-2019 Performance Goals	PY2019-2020 1st Quarter Performance	PY 2019-2020 % of Performance Goal Met For Q1
Adults:					
Employed 2nd Qtr After Exit	84.00	94.38	89.00	87.00	97.53
Median Wage 2nd Quarter After Exit	\$7,675	105.14	\$7,300	\$7,350	100.68
Employed 4th Qtr After Exit	86.30	103.98	83.00	84.60	101.32
Credential Attainment Rate	88.10	112.95	78.00	85.50	105.56
Dislocated Workers:					
Employed 2nd Qtr After Exit	90.00	108.43	83.00	87.50	105.17
Median Wage 2nd Quarter After Exit	\$7,101	103.66	\$6,850	\$4,013	58.58
Employed 4th Qtr After Exit	80.00	100.00	80.00	80.00	99.75
Credential Attainment Rate	100.00	147.06	68.00	100.00	146.63
Youth:					
Employed 2nd Qtr After Exit	69.60	92.80	75.00	68.80	91.13
Employed 4th Qtr After Exit	86.50	125.36	69.00	82.70	119.51
Credential Attainment Rate	54.50	71.71	76.00	49.00	64.22
Wagner Peyser:					
Employed 2nd Qtr After Exit	67.50	103.85	65.00	69.40	106.44
Median Wage 2nd Quarter After Exit	\$4,295	88.56	\$4,850	\$4,561	94.04
Employed 4th Qtr After Exit	66.50	103.91	64.00	68.70	107.01

Not Met (less than 90% of negotiated)

Met (90-100% of negotiated)

Exceeded (greater than 100% of negotiated)

