



**Brevard Workforce Development Board, Inc.  
d/b/a CareerSource Brevard**

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**Invitation to Negotiate  
Staffing Services**

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**July 1, 2019**

Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard is designated as the administrative entity and grant recipient for federal workforce investment programs in Brevard County, Florida located on the central east coast of the state. An essential element of the organization's operating criteria is to respond to a demand driven economy based on local employer needs and equipping job seekers with the skills and knowledge to meet the current and future occupational needs of the regions businesses. The primary objective is to provide a high quality, integrated workforce services program that is responsive to the needs of employers and residents of Brevard County via three (3) fixed-site CareerSource Brevard One-Stop Career Centers (CSBCC) currently located in Palm Bay, Rockledge and Titusville, Florida.

**1.0 PURPOSE**

CareerSource Brevard (CSB) is seeking proposals from qualified staffing agencies (Agency) to provide a broad range of staffing services on an as-needed basis and to supplement CSB's existing staffing agency contracts. Services may include but are not limited to the following:

- 1) Serve as Employer of Record for temporary employment opportunities afforded through general grant, National Dislocated Worker Grant (DWG) funding and any other funding sources awarded to CSB and;
- 2) Serve as a staffing Agency to meet permanent and temporary CSB recruitment needs.

**2.0 PERIOD OF PERFORMANCE**

The duration of the contract(s) to be awarded shall be for an initial nine month period provided performance remains acceptable to CSB during that period. It is anticipated that the initial period of performance will be September 1, 2019 – August 31, 2020. Any

contract awarded as a result of this ITN will provide that CSB shall have the option, at its sole and absolute discretion, to extend the term of the Contract. The duration of the contract, including the exercise of any options shall not exceed four years.

	<b>Contract Period</b>	
	<b>From:</b>	<b>To:</b>
Initial	Sept. 1, 2019	August 31, 2020
Option 1	Sept. 1, 2020	August 31, 2021
Option 2	Sept. 1, 2021	August 31, 2022
Option 3	Sept. 1, 2022	August 31, 2023

The offer of an option renewal period is not guaranteed, and the award of the initial contract does not imply an exercise of the option renewal. The option to renew and the terms and conditions of the option to renew shall be exercised at the sole and absolute discretion of CareerSource Brevard.

**3.0 CONTRACT TYPE AND PAYMENT**

CSB contemplates awarding an Indefinite Delivery/Indefinite Quantity Contract. Payment made by CSB to an Agency will be cost reimbursement for actual costs expended during the Contract Period. CSB will set the hourly wages paid, allowable hours, and period of employment. Agency Administration/Burden and Profit shall have a flat negotiated not-to-exceed percentage set for all positions at the onset of the Contract. All other rates such as Unemployment Compensation, FICA, Medicare, Healthcare, Workers Compensation, etc. will be identified and agreed upon following identification of worker requirements by CSB. The Agency will be reimbursed by CSB at the rate actually paid by the Agency for background checks and drug tests. The specific method of payment for services to be rendered shall be as set forth in the negotiated contract. Payment will be contingent upon demonstration that the negotiated performance deliverables have been successfully accomplished to CSB's satisfaction, and submittal of an invoice with acceptable supporting documentation.

**4.0 SCOPE OF WORK  
GENERAL**

With respect to overall staffing services the Agency shall, upon contract execution:

- 4.1 Be licensed to conduct business in Brevard County, Florida and maintain a full service office in Brevard County, Florida for the duration of the contract period of performance. During a normal business week, Agency staff shall be available for assistance between the hours 8:00am and 5pm Monday through Friday (minimum) with the ability to handle inquiries during those business hours (including lunch hour). During any emergency, or natural disaster (e.g. hurricane, flooding, etc.) the Agency may be required to be available beyond these parameters.
- 4.2 Designate a primary point of contact that will be responsible for day-to-day management of the contract, supervising delivery of services, coordinating with CSB

staff, responding to CSB requirements, and contract reporting.

- 4.3** As requested, conduct a state level background check covering criminal, driving history, social security number verification, and sexual offender. Additionally, and as requested, provide for a Panel 5 or Panel 10 drug test on individuals employed under the contract. Designated CSB staff shall be notified of employment eligibility based on the results of these screenings. Specific documentation shall be retained by the Agency. Regardless of the results, the Agency will be reimbursed by CSB at the rate actually paid by the Agency for these expenses.
- 4.3.1** Criminal information must be obtained directly from the Florida Department of Law Enforcement.
- 4.3.1.1** The criminal background check must, at a minimum, include an investigation for, and review of, any (i) state and federal felony convictions; (ii) misdemeanor convictions involving moral turpitude; (iii) any crimes in violation of the Violent Crime Act of 1974; and (iv) any pending deferred adjudications with respect to (i) or (ii).
- 4.3.2** Employment of participants with positive drug tests will be handled in accordance with Agency policy.
- 4.4** Maintain accurate auditable records, including, but not limited to, records, timesheets, activity logs, invoices, or other expense records, which are the basis of charges for any fees, expenses or other charges to CSB under the contract. State regulations require that all records attributable to the contract must be maintained for a minimum period of 5 fiscal years after all applicable audits have been released.
- 4.5** Have the availability of financial resources sufficient to sustain weekly payrolls and the associated time lag (up to 60 days) between payment and reimbursement. (Note: Under some circumstances (e.g. emergency, natural disaster) weekly payrolls can average \$75,000 to \$100,000.)
- 4.6** Have an accounting, payroll and reporting system in place that meets the needs of CSB requirements. Minimum requirements include the ability to segregate and track payroll costs between individuals by funding streams and/or program as directed by CSB, and provide weekly and cumulative hours worked and cost data per individual.
- 4.7** The Agency will be responsible for submitting properly documented invoices to CSB on a weekly basis.
- 4.7.1** Weekly timekeeping records will be utilized for each temporary employee under the contract. Timekeeping records must be internet/web-based with workers and supervisors having unique usernames and passwords. Time and attendance records must be approved by the designated worksite employer supervisor. All invoices must be supported with a paper copy of the Time and Attendance records and applicable vendor invoices for background checks and drug screenings attached.

**4.7.2** Invoices also require an itemized payroll register to be attached that includes, at a minimum, the following information. The format and content shall meet CSB requirements.

**4.7.2.1** Employee name, ID number, hire date, job title, worksite

**4.7.2.2** Pay period, check date, and check number

**4.7.2.3** Hourly rate of pay

**4.7.2.4** Current week and year-to-date hours worked

**4.7.2.5** Current week and year-to-date gross earnings, deductions, and net pay

**4.7.3** Invoices require a separate line item for each employee paid indicating hours worked, bill rate, and associated costs incurred for background check and/or drug screening.

**4.7.4** For DWG staffing services as defined in 6.0 below, tracking of employees, work hours, rates, pay, and other required financial data shall be accumulated and reported to CSB in an Excel spreadsheet in the format shown in Attachment F to this RFP. The spreadsheet will track both current period and cumulative to date data. This spreadsheet shall be submitted with the contractor's invoices and timesheets for work staffed under DWG's, and other projects as may be determined by the CSB project manager.

**4.8** The Agency will be required to submit a detailed pricing schedule summary to corroborate the bill rates for each employment position. This summary should be included as part of the spreadsheet.

**4.9** The Agency will be required to substantiate all expenses including but not limited to, liability, unemployment and workers compensation experience rates, and benefits (if applicable), to CSB in January of each year of contract performance and within 30 days any time these costs change.

**4.10** Perform all services in accordance with customary, reasonable, and prudent industry standards of care.

## **5.0** SCOPE OF WORK

### **EMPLOYER OF RECORD SERVICES – Temporary Staffing**

Employer of Record services are generally required under federal workforce programs or when CSB receives limited term grant funding under federal programs. Typically under these programs, CSB-referred individuals employed by the Agency are placed with a public or private sector CSB identified worksite employer. CSB may also be designated a worksite employer under certain circumstances. The assigned workers will work under the direction, control, and supervision of the worksite employer. The grants normally require a quick ramp up of personnel, particularly during an emergency recovery, and have specific employment eligibility requirements that must be met. **Individuals classified by CSB as participants under specific grants may require agencies to account for them accordingly.** It should also be noted that grant periods of performance are not standardized and may result in varying start and ending dates for programs during the term

of a contract. In addition to Paragraph 4, "Scope of Work – General" above the following staffing services are required:

- 5.1** It is CSB's intent to provide outreach, recruitment and enrollment for individuals into specific grant programs through the CareerSource Brevard Career Centers (CSBCC). CSBCC staff will determine and document program eligibility. Individuals will then be referred to the Agency, as the employer of record, to complete employment requirements and documentation and place them with the CSB identified worksite employer. Under some federal programs, such as Summer Youth Employment, individuals aged 16 – 24 may be referred for employment.

  - 5.1.1** Typical staffing requirements may include but are not limited to (1) Traditional (office/clerical/administrative/retail such as secretary, sales associate, general office assistant, social service aide, retail clerk as well as professional/skilled – IT/PC technician, accountant, graphic designer, paralegal, sales and managerial positions, etc.), (2) Direct Care Health (physical therapist, RN, dental hygienist, EMT, medical assistant and pharmacy technician, etc.), (3) Light Industrial (laborer, driver, groundskeeper, janitor, etc.) and (4) Heavy Industrial (heavy equipment operator, chainsaw operator). Attachment E describes these requirements in greater detail.
- 5.2** Agencies shall acknowledge that any individual employed under the above circumstances is an employee of the Agency and shall expressly inform all individuals of their status prior to commencement of their work assignment.
- 5.3** In providing Employer of Record services, the Agency shall be an Equal Opportunity Employer and adhere to all federal, state and local laws in relation to its hiring process.
- 5.4** Agencies shall pay individuals based on current market standards. Such rate of pay information will be provided to the Agency by CSB or CSBCC.
- 5.5** The capability for the employee and supervisor to directly enter their time and attendance data electronically is required. The ability for access to the time keeping process shall be provided to CSB as part of the oversight process.
- 5.6** Individual employees may also be limited by program grant requirements to maximum work hours and wages and/or maximum length of time with one worksite employer. These limits will be conveyed in writing by CSB or CSBCC to the Agency when applicable. The Agency will be responsible for tracking the hours and wages and ensuring that the employee does not exceed the maximum level parameters. Reporting the details of wages, hours, projected end dates and actual ends is required weekly by an industry standardized software such as Microsoft Excel. The use of an agency management information system is acceptable if sufficient access is provided. The Agency is required to provide an advance notice to CSB of when a grant program participant is within a "14-day period" of exhausting either their time participation or total wages limit. Any payments made to an employee in excess of

allowable parameters by the Agency shall be the responsibility of the Agency and not subject to reimbursement by CSB.

- 5.7** In some cases under certain grant programs, the work site employer has the option of offering the employee permanent employment. In the event this occurs, there will be no Agency placement fee charged to the individual, the work site employer or CSB. In the event no offer of employment is made and the employee has not reached the maximums set forth in the grant requirements, the employee may either be placed with another employer or terminated by the Agency as directed by CSB.
- 5.8** Agencies will be required to conduct an orientation prior to an individual's assignment to a work site employer to include a review of the Agency's policies and work site assignment requirements, including Agency/employee relationship; work standards and expectations; dress and business etiquette; and Agency policies and procedures related to drug use, attendance, equal treatment, and sexual harassment. Grant specific requirements will also be incorporated in the orientation as directed by CSB.
- 5.8.1** Agencies shall ensure that the employee reports, ready to work, at the time and place specified by the worksite employer, with the worksite employer reserving the right to reject or stop time on any employee who fails to:
- 5.8.1.1** Perform assigned duties satisfactorily;
  - 5.8.1.2** Violates attendance policies
  - 5.8.1.3** Dress appropriately for an assignment;
  - 5.8.1.4** Comply with any federal, state or local regulations;
  - 5.8.1.5** Perform without disruption the activities of the worksite employer to which the temporary employee is assigned; and
  - 5.8.1.6** Perform in an acceptable manner in the judgment of the worksite employer.
- 5.8.2** At the termination of an assignment, the Agency will be responsible for notifying the employee in a timely manner of assignment conclusion and completing all necessary termination documentation. Documentation includes, but is not limited to, an employee-signed statement acknowledging the actual date of termination. The Agency is required to notify CSB within 24 hours of participant termination.
- 5.9** The Agency is responsible for completion of all federal and state required employment and tax forms. The Agency will be solely responsible for the timely payment of all compensation for all individuals hired by the Agency for temporary employment under the contract and be responsible for filing of state and federal taxes, workers compensation, unemployment insurance, payroll processing, and COBRA deadlines.
- 5.10** The Agency will be responsible for personnel matters such as distribution of pay checks and, in coordination with CSB designated staff, dealing with participants concerning their performance while on assignment to the work site employer.

- 5.11** To ensure program compliance, CSB designated staff may provide oversight of the employee and work site employer at regular intervals.
- 5.12** The Agency will provide CSBCC staff all documentation necessary from a work site employer to meet reporting and reimbursement requirements.
- 5.13** In the event CSB notifies the Agency of an employee claiming to have not received the appropriate compensation, the Agency will promptly contact the participant and attempt to settle any dispute(s) in good faith. In the event the Agency is unable to promptly resolve any compensation dispute with any of the above described individual(s), the Agency shall provide a written explanation to CSB of the dispute and the steps taken by the Agency to resolve same.
- 5.14** At certain times, CSB may require the Agency to provide on-site staffing services (normally for intake to minimize candidate travel and reduce delays in beginning work) at one or more of the CareerSource Brevard Career Centers which are currently located in Rockledge, Palm Bay and Titusville. Under these circumstances the on-site services would be temporary, and typical office space will be provided with desk, Wi-Fi accessibility and limited access to phone, fax and copy equipment.
- 5.15** In some instances CSB may require the Agency, as employer of record, to provide for CSB-funded child care services to eligible workers. CSB would determine eligibility and identify the child care facility and reimburse the Agency for actual costs incurred.
- 5.15.1** In the event of termination of an employee who is the recipient of CSB-funded child care services, the Agency is responsible for notifying CSB within 24 hours of the termination. Failure of the Agency to provide timely notification to CSB shall result in Agency responsibility for payment of child care services past the date of termination. This is a non-reimbursable cost.
- 5.16** In some cases, and in particular during national emergencies, the Agency will be requested to provide outreach and recruitment. Agency-recruited individuals would be sent to CSBCC for eligibility prior to being employed by the Agency under the program. Additional DWG staffing and administrative requirements are stated below.
- 5.17** CSB may receive DWG funding to address rapid employment needs in our area when an emergency or major disaster, such as a hurricane, has occurred. The purpose of the funding is to create temporary jobs to provide clean-up, restoration and humanitarian assistance to designated communities. Temporary jobs are limited to public institutions and private non-profit agencies. Workers hired under a DWG funded project are subject to the governing rules and regulations at the time. A worker is presently eligible to work 12 months or 2080 hours. If these parameters change the Agency will be notified by CSB.
- 5.17.1** Cleanup includes demolition, cleaning, repair, renovation and reconstruction of damaged and destroyed public and not-for-profit structures located within the disaster area. Humanitarian assistance includes distribution of food, clothing,

and other assistance to disaster victims. Humanitarian assistance may be provided through temporary workers assigned to community-based and faith-based organizations as well as public agencies.

**5.17.2** Typical staffing requirements may include but are not limited to (1) Traditional (2) Light Industrial as described above as well as (3) Heavy Industrial (laborer, use of chain saw, working with a ladder or scissor lift, backhoe, loader, CDL Truck Driver or other heavy equipment operator, etc.)

**5.18** Identify, procure, and issue necessary equipment including safety equipment and communication devices (i.e. cell phones) needed for employees to do their job. Billable hours for this task are considered a reimbursable expense. Billable hourly rates will be negotiated with the Agency at the onset of the contract. All equipment determined necessary is a reimbursable expense at actual cost incurred. Receipts for any purchases are required and the Agency is also required to maintain a log of all items issued and individuals receiving the items.

**5.19** Conduct safety training for all hired workers. Maintain a certified safety professional on staff to conduct bi-weekly safety inspections of the worksites. Billable hours for this task are considered a reimbursable expense. Billable hourly rates will be negotiated with the Agency at the onset of the contract. In order to ensure compliance with the Occupational safety and Health Act of 1970 (OSHA), and to ensure safe working conditions for all temporary job participants, the Agency must provide appropriate safety training. For more information regarding safety regulations and training, the Agency may contact their servicing OSHA field office. A listing of OSHA field offices may be found at :  
<http://www.osha.gov/html/RAmap.html>

**5.20** Reimburse workers for directly related travel mileage, not to exceed current State of Florida rates. CSB will reimburse the Agency for this expense if properly documented. Documentation shall include, but is not limited to, a form with employee name, date of each trip, purpose of each trip, from and to location addresses, and mileage for each trip. Forms must be individual by employee. The form must be signed by the employee. Travel mileage for an employee to commute between home and worksite is not a reimbursable expense.

**5.21** Payroll documentation must be submitted in Microsoft Excel format as directed by CSB.

## **6.0 SCOPE OF WORK**

### **CSB Temporary Staffing and Direct Hire – Permanent Staff**

From time to time CSB may have the need to fill permanent-staff vacancies due to Board staff retirement, termination, increased workloads, etc. that may necessitate using the services of a Staffing Agency for recruitment. Under these circumstances, CSB would provide the Agency the job description and salary range. Typical recruitment needs would include exempt-level professionals and managers. The Agency will be required to provide candidates, for CSB consideration, who are properly trained individuals with the skill sets



and experience that meet or exceed the specified qualifications of the job description. Placement fees shall be negotiated at the onset of the Contract.

In some cases, CSB may have short term temporary staffing needs to supplement our permanent workforce due to Board staff absences, special projects, etc. Agency recruited individuals would be sent directly to CSB corporate offices for consideration. Typical staffing requirements may include but are not limited to (1) Traditional as described above. Under some circumstances CSB may elect to hire the temporary employee. Temporary-to-hire fees shall be negotiated at the onset of the contract.

CSB reserves the right at its sole and absolute discretion to recruit staff using whatever resources it deems to be in the best interests of the company.

## **7.0 INSURANCE**

The successful Respondent(s) shall, at its sole expense, maintain the following insurance. A certificate of insurance satisfactory to CSB and evidencing the coverage must be presented to CSB prior to commencement of services. All policies of insurance referenced herein will be primary and will include CSB as an additional insured with the exception of Workers' Compensation. All policies will include provisions that the insurers waive the rights of recovery or subrogation against CSB. CSB shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any of the aforementioned insurance policies. The payment of such deductible shall be the sole responsibility of the successful Respondent.

- 7.1** Liability Insurance: A standard liability insurance policy in the single limit amount of at least \$1,000,000 per occurrence and \$2,000,000 as an aggregate amount and General liability insurance in an amount not less than \$100,000 per person and \$200,000 per occurrence.
- 7.2** Worker's Compensation: Workers' Compensation or similar insurance which provides coverage to all temporary staff in at least the minimum statutory limits required by the state of Florida. (Note: Under some grant provisions, workers' compensation for temporary staff is covered by the State. CSB would inform the Agency in the event such a grant was awarded and applicable to this contract)
- 7.3** Bonding: A company-wide blanket Employee Fidelity Bond intended to cover every officer, director, agent, subcontractor, or employee authorized to receive or deposit funds under the contract, or issue financial documents, checks, or other instruments of payment of program costs. This bond shall be in the amount of \$100,000 or the highest planned single payment by the CSB during the contract period, whichever is more.
- 7.4** Motor Vehicle Insurance: When using motorized vehicles in performance of actions authorized by this contract, the Agency agrees to obtain Motor Vehicle Insurance coverage in the amounts of not less than \$500,000 property damage, and \$1,000,000 per person, per occurrence.

The Agency shall require and maintain proof of current motor vehicle insurance and vehicle registrations of all employees receiving any vehicle reimbursement expenses, including, but not limited to, mileage reimbursement.

- 7.5 If a temporary employee of the Agency will be operating a motor vehicle in performance of actions authorized under this contract, the Agency will provide a current Motor Vehicle Report (MVR) to CSB that demonstrates a satisfactory driving record prior to the employee operating the motor vehicle(s).

## **8.0 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

This solicitation incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. The full text of the provision may be accessed electronically at the following addresses. This address list is not inclusive and it remains the responsibility of the Agency to research the related laws and regulations of prevailing legislation and policy.

**United States Code (USC):** <http://uscode.house.gov/download/download.shtml>

**Code of Federal Regulations (CFR):** <http://www.access.gpo.gov/nara/cfr/waisidx/>

**Federal Register (FR):** <http://www.gpoaccess.gov/fr/index.html>

**Florida Statutes (FS):**

<http://www.flsenate.gov/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=58748799&CFTOKEN=44958627>

**State Workforce Board Guidance, Policy, Memoranda, Communiqués, Monitoring Tools, etc. (Department of Economic Opportunity [DEO]):**

<http://www.floridajobs.org/workforce-board-resources>

**Executive Orders (EO):** <http://www.archives.gov/federal-register/executive-orders/disposition.html>

**Office of Management and Budget (OMB):**

<http://www.whitehouse.gov/omb/circulars/index.html>

**Federal Information Processing Standards (FIPS):**

<http://csrc.nist.gov/publications/PubsFIPS.html>

**Workforce Innovation and Opportunity Act:** <http://www.doleta.gov/wioa/>

2 CFR, Chapter II, Part 200, and approved exceptions for DOL at 2 CFR Part 2900, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Workforce Innovation and Opportunity Act of 2014 (WIOA) – Public Law 113-128 and implementing rulemaking at 20 CFR § 603, 651, 653, 654, 658, 675, and 679 – 680

Effect of Judgment Lien on Eligibility for Federal Grants, Loans or Programs (28USC § 3201(e))

New Restrictions on Lobbying (31 USC §1352, 29 CFR part 94 and 45 CFR 93)  
Subpart C of 2 CFR Part 1326, "Government-wide Debarment and Suspension (Non-procurement)."

29 CFR 98, 45 CFR 74 and EO 12549 and 12689, "Debarment and Suspension"

5 USC App.3 § 1 et seq (as amended) "Inspector General Act of 1978"

Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702; 29 CFR 94 and 45 CFR 82)

Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812)

False statements (18 U.S.C. §§ 287 and '1001)

False Claims Act (31 U.S.C. 3729 et seq.)

FS 287.133 Public Entity Crimes

Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

29 CFR, Part 37 Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998

45 CFR Part 80, Nondiscrimination under programs receiving federal assistance through the department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964

42 USC 9849 – Prohibition of discrimination based on race, creed, color, etc., as basis for denial of financial assistance

42 U.S.C. 6101, et seq. The Age Discrimination Act of 1975 as amended, 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.

42 USC, 126 and 47 USC, 5, and Public Law 101-336 American with Disabilities Act of 1990, as amended.

Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq. and 42 U.S.C. sections 3601 et seq.

29 U.S.C. 794, Section 504 of the Rehabilitation Act of 1973 as amended

20 U.S.C. 1681 et. seq Title IX of the Education Amendments of 1972 as amended

20 U.S.C. 6083 and Public Law 103277 Pro-Children Act.

Clean Air Act (42 U.S.C. §§ 7401 et seq.)

Clean Water Act (33 U.S.C. §§1251 et seq.)

Safe Drinking Water Act, as amended (PL 93-253

40 CFR part 15 Environmental Protection Agency regulations

PL 91-190 and EO 11514 National Environmental Policy Act; EO-11738, EO 11988, 16 USC 1451 et seq. Coastal Zone Management Act; PL 94-163 Energy Policy and Conservation Act, Energy Efficiency; Endangered Species Act PL 93-205: The Agency 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 Act

## **9.0 CONDITIONS AND LIMITATIONS**

Any contract(s) awarded under this ITN are subject to available funding. Funding during the contract period may be adjusted at the sole and absolute discretion of CSB. CSB does not guarantee any minimum or maximum amount of work and/or dollar value associated with this procurement. Further, it should be noted that after award of the contract(s), CSB has total discretion in selecting the appropriate Agency(s) to provide the staffing required at the time needed.

The primary funding sources anticipated to be used for contracts awarded as a result of this solicitation are the U.S. Department of Labor (USDOL) Employment and Training Administration, CFDA Numbers 17.258; 17.259; 17.268; 17.278; 17.207; 17.225; and 17.277; USDOL Veterans Employment and Training, CFDA Numbers 17.801; and 17.804; U.S. Department of Agriculture Food and Nutrition Service, CFDA Number 10.561; U.S. Department of Health and Human Services Administration for Children and Families, CFDA Number 93.558 and WIOA National Dislocated Worker Grants/WIA National Emergency Grants. Due to the nature of the funding sources, potential changes in legislation, policies, and performance achieved, Respondents are advised that any contract(s) awarded under this ITN may be modified to incorporate such changes.

Following the Stevens Amendment (Public Law 115-31, Division H, Title V, Section 505) the following information is provided:

- (1) 100% of the total costs of this RFP will be financed with Federal money.
- (2) 0% of the total costs of the project or program will be financed by nongovernmental sources.

Contract awards resulting from this ITN do not preclude CSB at its sole and absolute discretion from seeking or hiring staff using its own resources.

All individuals, public or private not-for-profit corporations, local education organizations, governmental contractors, public organizations, or private-for-profit corporations and businesses, not otherwise excluded, and properly organized in accordance with State and Federal law and in business for at least 3 years may submit a proposal. Minority and women-owned and operated businesses are encouraged to submit a proposal.

Acceptable proposals shall, at a minimum, meet the specifications contained in this ITN. Respondents are responsible for determining all factors necessary for the preparation of responsive proposals. The contents of the proposals should be clear, concise and easy to understand. Respondents should document and list any assumptions, qualifying information, other criteria or comments pertinent to their proposal.

CSB reserves the right, at its sole and absolute discretion, to withdraw this solicitation without prior notice, to accept or reject any and all proposals in whole or in part; to change or waive any informalities or irregularities in the proposals received; to request additional information, clarifications, an interview with, or presentation from any or all Respondents; to allow corrections for errors or omissions, and to accept any proposal that is deemed most favorable to CSB at the time and under the conditions stipulated in the specifications of this request.

Non-conforming proposals may be considered non-responsive and are subject to return without review.

CSB reserves the right to negotiate the final terms of all contracts, change any terms and conditions set forth in this ITN; or require amendments at any time during the contract period.

Any contract, modifications of contract, or contract extensions executed as a result of this ITN are subject to available funding.

Pursuant to Florida Statute 445.007 and in accordance with CareerSource Florida Policy of May 17, 2017 To Implement Specific Appropriation 2214 of the 2010 General Appropriations Act and the 2010 Appropriations Implementation Bill, and Specific Appropriation 2006 of the 2011 General Appropriations Act, concerning Regional Workforce Board Contracting, all contracts between CareerSource Brevard and a CSB board member or other person or entity who, as defined in the Statute, may benefit financially from a contract must be approved by a two-thirds vote of the of the board, a quorum having been established. Further, any of these contracts greater than \$25,000 cannot be executed prior to approval of Florida Department of Economic Opportunity (DEO) and CareerSource Florida.

CSB reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the individual or firm of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between CSB and the individual or firm(s) selected.

CSB may require the selected Respondents to submit price, technical, or other revisions of their proposals in writing which may result from negotiations.

CSB reserves the right to conduct a pre-award review that may include, but is not limited to, the Respondent's record keeping procedures, management systems, financial solvency, accounting and administrative systems, and/or program materials.

No entity may compete for funds if: (1) the entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental organization; (2) the entity's previous contract(s) with CSB have been terminated for cause; (3) the entity has not complied with an official order to repay disallowed costs incurred during its conduct of services under any contract; (4) the entity or its parent organization have filed for bankruptcy during the past 5 years; or (5) the entity

has been convicted of a public entity crime pursuant to SECTION 287.133(1)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.

No entity may compete for funds if the entity developed or drafted (1) work requirements, or (2) scope of work for this solicitation.

Time is of the essence with respect to performance of the services to be provided in the final agreement.

The attachment titled Occupational Classifications at the end of this solicitation is provided to give Respondents broad occupational descriptions that are representative of the (1) Traditional (2) Direct Care Health (3) Light Industrial and (4) Heavy Industrial classifications identified in the above scopes of work. CSB is aware that agencies and employers may use different position titles and descriptions and the intent of this Attachment is to convey information that most closely relates to anticipated staffing requirements and to provide a better understanding of the various types of employment opportunities that may become available. This data does not commit nor limit CSB to request staffing within these classifications. Respondents are to use this data as a basis for their cost proposals.

This solicitation does not commit or obligate CareerSource Brevard to award a contract, to commit any funds identified in this document, to pay any costs incurred in the preparation or presentation of a proposal to this solicitation, to pay for any costs incurred in advance of the execution of a contract, or to procure or contract for services or supplies.

Giving incomplete or erroneous information or withholding important information could result in disqualification or, later, contract termination.

**10.0 PROPOSAL PREPARATION**

To be considered responsive, proposals must meet the following minimum criteria:

One (1) original hard copy proposal clearly marked “Original” plus three (3) hard copies marked “Copy” plus one (1) digital (thumb drive) version of the proposal all clearly marked with the Respondents business name and ITN number, must be received in to the CSB administration offices no later than the due date and time shown in the Procurement Schedule below. Faxed or emailed proposals will not be accepted. The following schedule represents CSB’s best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day shall be from 8am to 5pm Eastern Daylight Savings Time (EDST). CSB reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Any schedule changes will be noted on the CSB website at <https://careersourcebrevard.com/who-we-are/doing-business-with-us/open-procurements>

Action	Date
ITN issued	July 1, 2019
Questions/Clarifications from prospective bidders. Must be in writing to address below or email to: <a href="mailto:jbauer@careersourcebrevard.com">jbauer@careersourcebrevard.com</a>	July 11, 2019 no later than 12pm (EDST) Questions past this period will not be responded to

Responses posted on <a href="https://careersourcebrevard.com/who-we-are/doing-business-with-us/open-procurements">https://careersourcebrevard.com/who-we-are/doing-business-with-us/open-procurements</a>	July 16, 2019
<b>Proposals due to CSB</b>	<b>July 25, 2019 no later than 5pm (EDST)</b>
Recommendations/ best value determinations submitted for CSB Board approval	August 2, 2019
CSB Board approval	August 15, 2019
Notice of Intent to award posted on <a href="https://careersourcebrevard.com/who-we-are/doing-business-with-us/open-procurements">https://careersourcebrevard.com/who-we-are/doing-business-with-us/open-procurements</a>	August 15, 2019
Contract (s) negotiated and finalized	August 15 – 31, 2019
Commencement of effort	September 1, 2019

Proposals are to be submitted to:  
Jana Bauer, Program and Contracts Officer  
CareerSource Brevard  
297 Barnes Blvd.  
Rockledge, FL 32955  
ATTN: ITN – CSB19-500-001

All proposals received will be recorded in with the date and time of receipt. Proposals received after the deadline will not be considered.

The timely delivery of a proposal is entirely the responsibility of the Respondent. Proposals postmarked on or before the proposal due date, but delivered after the due date or time, may be considered non-responsive. Proposals hand delivered after the due date or time may be considered non-responsive.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following CSB posting the notice of intent to award on the CSB website <https://careersourcebrevard.com/who-we-are/doing-business-with-us/open-procurements> (excluding Saturdays, Sundays, and holidays) any CSB employee, officer, or member of the board of directors concerning any aspect of this solicitation, except in writing to the CSB Contracts Officer noted above. Violation of this provision may be grounds for rejecting a proposal.

CSB will post all notices and addenda relative to this procurement on the CSB website <https://careersourcebrevard.com/who-we-are/doing-business-with-us/open-procurements>. An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized company representative, dated, and returned with the proposal. Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.

**Electronic Posting of Notice of Intent to Award:** On the date indicated on the Schedule, CSB shall electronically post a notice of intended award on its website at <https://careersourcebrevard.com/who-we-are/doing-business-with-us/open-procurements>. If

the notice of award is delayed, in lieu of posting the notice of intended award CSB shall post a notice of the delay and a revised date for posting the notice of intended award. CSB shall not provide notices of award by any other means.

## 10.1 Signature

All documents requiring a signature shall be signed in blue ink by a duly authorized individual or official of an organization. For proposals from organizations, the proposal shall also provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the Respondent, and the name of the person who may be contacted during the period of proposal evaluation if different from the signatory official.

## 10.2 Format for Preparing the Proposal

Brochures or other presentations beyond that requested are not desired. Elaborate artwork, expensive paper, and bindings are neither necessary, nor wanted. Each proposal should be prepared simply and economically, providing a straightforward response to this ITN

All proposals must be prepared and assembled according to the following outline:

- **Attachment A –Cover Sheet** – Must be submitted using Attachment A format. Cost proposals submitted in anything other than Attachment A format shall be determined non-responsive.
- **Attachment B - Statement of Qualifications** – Must be submitted using Attachment B format. The Respondent is required to mark the applicable “yes” or “no” space in response to each question asked, and provide the requested references. Cost proposals submitted in anything other than Attachment B format shall be determined non-responsive.
- **Attachment C – Cost Proposal** – Must be submitted using Attachment C format and be inclusive of all costs. Cost proposals submitted in anything other than Attachment C format shall be determined non-responsive. Proposals should clearly identify reasonable fees and other compensation directly related to services requested in this ITN. Respondents are to provide verifiable liability, unemployment and workers compensation experience rates for the broad occupational classifications indicated in the exhibit as well as \*employee benefit costs. (\*If benefits are applicable as a separate allocation an additional column for benefits may be added unless the benefits costs are included in the Respondents combined rate for administrative/profit fee). **A Respondent does not have to provide a proposal for staffing in all three labor classifications to be considered for award.** Respondents are required to propose an administrative and profit fee as one flat rate across the board for all occupations. Respondents are also required to submit their proposed policy and fee structure for direct hire, permanent placement staffing services as well as for temporary-to-hire placements. Hard costs for background checks and drug screening as defined in the scope work must also be provided.



- **Attachment D - Representations and Certifications** must be signed, initialed and annotated as set forth in the attachment and contain all information requested.

**All respondents are required to submit with their proposal 1 sample each of:** a Time and Attendance record, a payroll register, and an invoice that depict the criteria in Section 4, Scope of Work, above.

**All respondents are required to submit with their proposal** documentation supporting proposed liability, unemployment and workers compensation experience rates as well as \*employee benefit costs. (\*If benefits are applicable as a separate allocation an additional column for benefits may be added unless the benefits costs are included in the Respondents combined rate for administrative/profit fee).

**All respondents are requested to submit with their proposal** a list of occupations that they will cover. **All respondents are required to submit a list of excluded occupations.** For excluded occupations, respondents are requested to propose additional/premium costs (such as additional workers compensation, general liability insurance, and fee) that they would accept in order to cover these occupations.

No proposal will be considered that is not complete. If sections or mandated attachments are missing, the proposal may be determined non-responsive.

### 10.3 Public Records

All proposals become the property of CSB and will be a matter of public record subject to the provisions of chapter 119, Florida Statutes. CSB shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this ITN without the necessity of paying a fee, license, or royalty. Selection or rejection of the proposal will not affect this right.

### 10.4 Proposal Review and Contract Awards

This solicitation does not obligate CSB to limit selection of Respondents for negotiations. Contract(s) will be awarded based on offers received considering price, qualifications, and negotiation of such contract with the selected Respondent(s). These factors may result in awards to other than the lowest priced or highest qualified offer(s). The qualifications of paramount importance to CSB in selection of the Respondents are: the ability and willingness of an Agency to operate within Brevard County, FL upon contract award; the ability and financial resources of the Agency to provide staffing support during an emergency, or when time is of the essence; the capability for direct employee electronic timekeeping; the ability to provide Excel data for DWG grants as shown in Attachment F; the ability to provide temporary staffing for a broad range of occupational classifications, and the Agency's experience with, and knowledge of local, state and federal workforce investment programs and regulations. (Maximum points allowed for Attachment B Questions/References: 50 points total.) The assessment of price will take into account that rates are reasonable in relation to the services provided; and that assumptions by the Respondent regarding calculation of the fees are relevant

(Maximum points allowed for Attachment C: 50 points total) . Each offer should, therefore, be submitted in the most favorable terms that the firm can make.

## 11.0 Appeal Procedure For Procurement Actions

In accordance with applicable regulations, Bidders/Respondents who are not selected for award of a CSB procurement action have the right to appeal. The following steps must be taken for organizations to appeal funding decisions:

- A. Submit a letter within 3 business days from the date of the notification of intent to award contract to the President of Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard, 297 Barnes Blvd, Rockledge, FL 32955 stating that an appeal to the contract award is being filed and the specific reasons for that appeal based on any of the criteria below:
  - i. Clear and substantial error or misstated facts by the rating team upon which the decision was made by the CSB President or Board.
  - ii. Unfair competition or conflict of interest in decision making process.
  - iii. Any illegal or improper act or violation of law.
  - iv. Other legal basis on grounds that may substantially alter the CSB Board's decision.

The CSB President will review the appeal and respond in writing within 10 business days from receipt of the letter from the Bidder/Respondent.

- B. In the event the CSB President's response is not satisfactory to the Bidder/Respondent, an appeal to the CSB Executive Committee may be requested. The request must be addressed in writing via certified mail within 15 days from receipt of response from the CSB President to:

Chair, CSB Executive Committee  
Brevard Workforce Development Board, Inc.  
d/b/a CareerSource Brevard  
297 Barnes Blvd.  
Rockledge, FL 32955

The appeal will be scheduled to be heard at a time set by the CSB Chair after consultation with counsel, but within 30 days of receipt of the appeal. Decisions by the CSB Executive Committee are final.

An appeal will not prevent the CSB from conducting contract negotiations and implementation of tasks with the prevailing proposals if it is in the best interests of the organization to do so.

**FAILURE TO FILE A PROTEST WITHIN THREE (3) BUSINESS DAYS FROM THE DATE OF NOTIFICATION OF INTENT TO AWARD THE CONTRACT SHALL CONSTITUTE A WAIVER OF THE BIDDER'S/RESPONDENT'S RIGHT TO APPEAL**

**Attachment A**  
**Cover Sheet**

Name of entity submitting proposal: \_\_\_\_\_

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

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Years in Business: \_\_\_\_\_ DUNS Number: \_\_\_\_\_ FEIN Number: \_\_\_\_\_

Member(s) of firm assigned to this project: List all key individuals

Name and Job Title: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Name and Job Title: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Name, title and contact information of person authorized to answer any questions about the proposal, negotiate the contract terms and contractually bind the Respondent:

Name and Title: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

**I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined ITN CSB19-500-001, that this firm, acknowledges and accepts the terms and conditions of this ITN by tendering an offer to CSB; that all the information is complete and accurate, and that this proposal represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of 90 days. I also certify that the fees in the proposal have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any other competitor for the purpose of restricting competition, as to any matter relating to such fees; and no attempt has been made or will be made by the bidder to induce any other person or organization to submit or not submit a proposal for the purpose of limiting or restricting competition. I further certify that this organization can and will provide and make available, at a minimum, all services and required documentation described in the proposal.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

Respondent: \_\_\_\_\_

**Attachment B**  
**Statement of Qualifications**

**Each question must be answered with an “X” in the appropriate “Yes/No” column. Note some questions have multiple line items that must be addressed individually.**

	<b>Questions</b>	<b>Yes</b>	<b>No</b>	<b>Points</b>
<b>1.</b>	Is the Agency willing and able to maintain a full service office in Brevard County for the duration of the contract if awarded?	___	___	<b>4</b>
<b>2.</b>	Does the Agency have the availability of capital sufficient to sustain weekly payrolls and the associated time lag (up to 60 days) between payment of wages and reimbursement?	___	___	<b>4</b>
<b>3.</b>	<p>Does the Agency currently have an automated accounting, payroll and reporting system in place that includes :</p> <p>(1) Employee electronic timekeeping (employee electronically/via internet directly enters time; supervisor approval and submission is also transmitted electronically to the Agency.)</p> <p>(2) the ability to segregate and track payroll costs between individuals by funding streams and/or program,</p> <p>(3) weekly payroll processing/payment,</p> <p>(4) employee payroll direct deposit capability,</p> <p>(5) the ability to provide weekly and cumulative cost and programmatic data as prescribed in the scope of work, and in accordance with Attachment F.</p>	___	___	<b>5</b>
<b>4.</b>	<p>Does the Agency have recent (within the past 36 months) contract experience in working directly with any of the following entities:</p> <p style="padding-left: 40px;">(1) Florida Workforce Investment Boards</p> <p style="padding-left: 40px;">(2) Federal Government</p> <p style="padding-left: 40px;">(3) Florida State, County or Local Government</p>	___	___	<b>5</b>

<b>Attachment B – Statement of Qualifications - Questions (continued)</b>		<b>Yes</b>	<b>No</b>	<b>Points</b>
<b>5</b>	Is the Agency familiar with and have working knowledge of:  (1) Federal Single Audit requirements  (2) Workforce Innovation and Opportunity Act)  (3) Workforce Innovation and Opportunity Act (WIOA)	___	___	<b>2</b>
<b>6.</b>	Is the Agency capable and willing, and does it have the resources, to address rapid employment needs in Brevard County when an emergency or major disaster, such as a hurricane, has occurred?			<b>2</b>
<b>7.</b>	Does the Agency have past experience in providing temporary staffing services on short notice and in an emergency situation?			<b>2</b>
<b>8.</b>	Does the Agency have the capacity to easily provide temporary on-site staffing services without disruption to its existing business?			<b>2</b>
<b>9.</b>	Does the Agency currently provide employee orientations to temporary staff that include work standards and expectations as well as the Agency policy on background checks and drug testing?			<b>1</b>
<b>10.</b>	Does the Agency have experience in working with youth aged 16 to 24 (e.g. Summer Youth Employment programs)?			<b>4</b>
<b>11.</b>	Does the Agency refrain from staffing any of the following occupational classifications?  (1) Accounting, bookkeeping  (2) IT  (3) Executive  (4) Exempt-level professionals and management  (5) Light industrial  (6) Heavy industrial  (7) Medical (clerical)	___	___	<b>10</b>
<b>12.</b>	Is the Agency willing and able to provide non-clerical (i.e. direct contact care) temporary staffing services for medical occupations?			<b>2</b>

<b>Attachment B – Statement of Qualifications - Questions (continued)</b>		<b>Yes</b>	<b>No</b>	<b>Points</b>
<b>13.</b>	Is the Agency willing and able to provide temporary staffing for heavy industrial occupations?			<b>2</b>
<b>14.</b>	Does the Agency have the ability to identify, procure, issue and track necessary equipment including safety equipment and communication devices (e.g. vests, boots, cell phones) needed for employees to do their job if determined necessary by CSB?			<b>1</b>
<b>15.</b>	Does the Agency currently have a certified safety professional on staff or available to conduct bi-monthly safety inspections of the worksites and conduct safety training for all hired workers?			<b>1</b>
<b>16.</b>	Does the Agency provide staff benefits after a defined period of employment such as:			<b>1</b>
	(1) vacation pay	___	___	
	(2) paid sick leave	___	___	
	(3) other (please describe)	___	___	

**Attachment B - Statement of Qualifications –  
References continued on the next page**

**Attachment B**  
**Statement of Qualifications**  
**References**

**Points: 2**

**Respondent:** \_\_\_\_\_

**References:** List 2 specific examples of successful contracts completed or ongoing within the past 36 months that reflect experience similar to the requirements of this ITN.

1. Description of Service Provided: \_\_\_\_\_

\_\_\_\_\_

Firm: \_\_\_\_\_

Address:

\_\_\_\_\_

Street

City

State

Zip

Contact Name & Title: \_\_\_\_\_

Contact Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Contact Email: \_\_\_\_\_

2. Description of Service Provided: \_\_\_\_\_

\_\_\_\_\_

Firm: \_\_\_\_\_

Address:

\_\_\_\_\_

Street

City

State

Zip

Contact Name & Title: \_\_\_\_\_

Contact Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Contact Email: \_\_\_\_\_

Respondent: \_\_\_\_\_

**Points: 50**

**Attachment C**  
**Cost Proposal**

<b>Occupational Classification</b>	<b>State Unemployment Percentage</b>	<b>Workers Comp Insurance Percentage</b>	<b>Liability Insurance Percentage</b>	<b>Benefits Percentage (if applicable)</b>
<b>Traditional</b>				
<b>Direct Care Health</b>				
<b>Light Industrial</b>				
<b>Heavy Industrial</b>				

Respondent proposes the following combined administrative/profit fee percentage:

\_\_\_\_\_

Respondent proposes the following Agency billable hourly rate for DWG: \_\_\_\_\_

Respondent proposes the following hard costs:

Background Check \_\_\_\_\_ Drug Screen \_\_\_\_\_

Respondent proposes the following fee structure for direct hire, permanent placement staffing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Respondent proposes the following fee structure for temp-to-hire staffing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Attachment D**

**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 Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard in response to a specific solicitation. In submitting a proposal, each Respondent understands, represents and acknowledges the following:

**Solicitation Number:** ITN CSB19-500-001

**Company Name:**

**DUNS/FEIN:**

**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 CareerSource Brevard.

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

1. The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
2. To the best of the knowledge of the person signing the response, the Respondent, its affiliates, 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.
3. Respondent currently has no delinquent obligations to the State or U.S. Government including a claim by the State or U.S. Government or for liquidated damages under any other contract.

4. 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.
5. 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 nor potential Respondent, and they will not be disclosed before the solicitation opening.
6. The Respondent has fully informed CareerSource Brevard 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.
  - A. 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.
  - B. 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.
  - C. The Respondent understands that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
    1. A predecessor or successor of a person convicted of a public entity crime; or
    2. 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.

- D. 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.
- E. 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 only one of the following :)**

\_\_\_\_\_ 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.

7. The Respondent has read and understands the terms and conditions, and the submission is made in conformance with those terms and conditions.
8. 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 Brevard Workforce.
9. 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.
10. The Respondent shall indemnify, defend, and hold harmless CareerSource Brevard and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent’s preparation of its bid.
11. All information provided by, and representations made by, the Respondent are material and important and will be relied upon by CareerSource Brevard in awarding the Contract. Any

misstatement shall be treated as fraudulent concealment from CareerSource Brevard of the true facts relating to submission of the bid.

**12. 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 the following appropriate boxes:**

**13. SMALL BUSINESS REPRESENTATION.** The Respondent represents as part of its offer that it:

- is,  is not a small business concern.
- is,  is not a small disadvantaged business concern
- is,  is not a women-owned small business concern.
- is,  is not a veteran-owned small business concern
- is,  is not a service-disabled veteran-owned small business concern.

**14. 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 either

to the Equal Opportunity clause of this solicitation;  
 has,  has not filed all required compliance reports

15. **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 these goods and/or services to the Brevard Workforce Development Board, Inc., d/b/a CareerSource Brevard.

**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 CareerSource Brevard. If applicable, the relative's name is:

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

\_\_\_\_\_.

There is,  is not a principal or owner who is a Member of the Board of Directors of CareerSource Brevard. If applicable, the principal's or owner's name is:

\_\_\_\_\_.

There is,  is not a principal or owner who is an employee of CareerSource Brevard. 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.

**16. 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 December 23, 1989, —

(1) 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;

- (2) 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 Respondent shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) 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.

(c) 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.

## **17. 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 –

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or Agency,
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) 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
  - (d) 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 BREVARD WORKFORCE**

DEVELOPMENT BOARD, INC. d/b/a CAREERSOURCE BREVARD IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THESE REPRESENTATIONS AND CERTIFICATIONS ARE 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 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 \_\_\_\_\_, 2\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**Attachment E****OCCUPATIONAL CLASSIFICATIONS**

The following broad occupational descriptions are representative of the types of staffing that may be requested.

**TRADITIONAL OCCUPATIONS**

This category includes clerical, administrative and professional/skilled occupations concerned with preparing and analyzing data, programs or systems, transcribing, transferring, systematizing, and preserving both written and computerized communications and records; gathering and distributing information, as well as other miscellaneous positions. The duties in this category may also include: customer service, product demonstration, project management, casework, standard bookkeeping and accounting procedures, and general non-industrial assistance. Examples of job positions would be secretary, sales associate, general office assistant, records clerk, scheduler, social service aide, limited animal handling, IT/PC technician, accountant, graphic designer, paralegal, transcriptionist, marketing and managerial positions.

**DIRECT CARE HEALTH OCCUPATIONS**

This category includes occupations concerned with providing health and allied services to assist physicians and other medical practitioners by caring for patients, mixing pharmaceutical preparations, and providing medical laboratory services in a variety of medical service establishments, such as hospitals, clinics, medical laboratories, blood banks and community health organizations. Examples of job positions would be physical therapist, respiratory therapist, RN, LPN, dental hygienist, EMT, medical assistant, pharmacy technician, medical laboratory technician and phlebotomist assistant.

**INDUSTRIAL OCCUPATIONS**

This category includes occupations concerned with moving and handling materials (e.g., loading, unloading, digging, hauling, hoisting, carrying, wrapping, mixing, pouring, spreading); cleaning buildings, grounds, and other areas; and doing other general maintenance and repair work, by hand or using common hand tools and power equipment. These occupations may involve heavy or light physical work and various skill levels.

**Light Industrial Laborer**

The Light Industrial Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations. The Laborer levels ground using pick, shovel, tamper and rake, cleans culverts and ditches, cuts tree and brush; operates small power lawnmowers, moves and arranges heavy pieces of office furniture, equipment, and appliances, and picks up leaves and trash. This worker may also drive a light truck or vehicle to transport materials, equipment, or workers between establishments and may also load or unload truck with or without helpers. Examples of these job positions may include laborer, general maintenance worker, driver, groundskeeper and janitor.



**Heavy Industrial Laborer**

The Heavy Industrial Laborer may perform all of the tasks of the Light Industrial Laborer and requires practical skills and knowledge in the use of industrial power tools such as chain saws, and may also operate equipment that is used to excavate, load, or move dirt, gravel, or other materials such as power shovels, heavy loaders, carryalls, bulldozers, rollers, scrapers, and large industrial tractors. Examples of these job positions may include laborer, backhoe or heavy equipment operator.

**Attachment F**

**Current and Cumulative Data Spreadsheet**

See attached page

<b>Weekly Totals:</b>										<b>Cumulative Totals:</b>									
Regular Hours:	24.00	Salary:	\$360.00	<u>Paid</u>	<u>Invoice</u>	<u>Ck #</u>	<u>Entry Wage</u>	<u>Max Investment</u>	<u>AWE Cost:</u>	\$3,618.04	Salary:	\$2,696.25							
OT Hours:	0.00	Load:	\$54.18				<span style="color: red;">\$9.00 or less</span>	\$5,500	<u>Avg. Weekly Cost</u>	\$723.61	Load:	\$405.79							
Total Hours:	24.00	Admin:	\$62.13				<span style="color: green;">\$9.01 – 14.00</span>	\$7,000			Admin:	\$465.31							
Salary Billed:	\$476.40	Variance:	\$0.09				<span style="color: blue;">\$14.01 and up</span>	\$9,000			Variance:	\$0.70							
Mileage&Expenses:	\$0.00										Total Hrs:	178.50							
Total Cost:	\$476.40																		

<b>Individual Totals:</b>																										
Customer Name	Program	Worksite Employer	Job Title	WC	Services Provided By Temp	Start Date	End Date	Pay Rate	Bill Rate	Reg Hours for week	OT Rate	OT Bill Rate	OT Hrs	Salary Paid for week	Salary Billed for Week	Mileage & Expenses	Load	Admin	Var	Total Cost of Position for Week	Total Employee Salary	Cost of Background Check	Cost of Drug Screening	Total Cost of Position	Hrs Worked for Week	Total Hours Worked
Moody, Mary	NEG	Brevard County	Admin	8810	Professional	10/18/16		\$15.00	\$19.85	24.00	\$22.50	\$29.78		\$360.00	\$476.40	\$0.00	\$54.18	\$62.13	\$0.09	\$476.40	\$2,696.25			\$3,618.04	24.00	178.50