

**Services Agreement**

Between

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

and

**Herc Rentals, Inc.**

This Contract is made and entered into by and between the **Brevard Workforce Development Board, Inc., d/b/a CareerSource Brevard** hereinafter referred to as “**CSB or CareerSource Brevard,**” and **Herc Rentals, Inc.,** hereinafter referred to as “**Contractor,**” for the purpose of providing short-term and/or long-term leasing options of heavy equipment for on an as-needed basis and in support of CSB’s emergency and/or disaster-related projects.

In consideration of the mutual covenants and promises set forth herein, CSB and the Contractor agree as follows:

**1. TERMS OF THE AGREEMENT**

The parties hereto agree that each of them may execute this Contract on different dates, but hereby acknowledge that this Contract shall begin on July 1, 2020 and remain in full force and effect until June 30, 2021, unless otherwise modified or terminated.

**Option to extend the Term of the Agreement**

CareerSource Brevard shall have the option to extend the term of the contract. If CSB exercises this option, the extended Contract shall be considered to include this option clause. 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. The option periods that may be exercised are:

	Contract Period	
	From:	To:
Initial	July 1, 2020	June 30, 2021
Option 1	July 1, 2021	June 30, 2022
Option 2	July 1, 2022	June 30, 2023
Option 3	July 1, 2023	June 30, 2024

**2. CONTRACT TYPE AND PAYMENT**

This is an Indefinite Delivery/Indefinite Quantity Contract and is subject to available funding. CSB does not guarantee any minimum or maximum amount of work and/or dollar value associated with any contract issued as a response to RFP19-502-001. However, CSB does not anticipate the necessity of committing funding in excess of \$2 million for the life of the contract(s) issued and renewal period for services awarded. This amount is

provided as a planning figure only, and does not commit CSB to award a contract for this amount. The Federal awarding agencies and grant sources are: U.S. Department of Labor (USDOL) WIOA National Dislocated Worker Grants/WIOA National Emergency Grants.

- 2.1. Funding for the initial contract period, or any option period, may be adjusted up or down at the sole and absolute discretion of CSB. Reductions in the funding level of any contract from RFP19-502-001 may be considered during the contract period when a Contractor fails to meet CSB's needs, or when anticipated funding is not forthcoming from the federal or state funding sources. Increases in funding may result in additional allocation of funds from existing DWG grants or new grants provided by grantors.
- 2.2. Payment(s) of all fees for services will be contingent upon successful delivery of ready-to-use equipment and submittal of an acceptable invoice with supporting documentation.

### 3. PROVISION OF SERVICES

CSB has total discretion in selecting the appropriate contractor to provide the equipment required at the time needed.

#### A. Equipment Requests

- a. Contractor will designate primary point of contact(s) that will be responsible for the day-to-day management of CSB's account, including; coordination of equipment requested, supervising delivery, ensuring maintenance of equipment, coordinating service needs, and overseeing invoicing and contract reporting.
  - i. Point of contact(s) will be available for assistance between the hours of 8:00 am and 5:00 pm 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 Contractor may be required to be available beyond those parameters.
- b. CSB will strive to provide a 24-hour minimum advanced notice of equipment order, with specifications based on the Worksite.
- c. Contractor will provide same-day confirmation or notification of any equipment shortage upon request from CSB Project Manager or Designee so that alternate methods of obtaining necessary equipment can be prepared if needed.
- d. The primary points of contact for each organization are:

<b>Contractor:</b> Joshua Craig Sales Representative Telephone: 407-619-2691 <a href="mailto:joshua.craig@hercrentals.com">joshua.craig@hercrentals.com</a>	<b>CSB:</b> Steve Howard Project Coordinator Telephone: 321-501-4736 <a href="mailto:showard@careersourcebrevard.com">showard@careersourcebrevard.com</a>
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**B. Equipment Delivery and Pick Up**

- a. Prior to delivery, Contractor will ensure equipment is properly serviced and fully ready-for-use. Properly serviced includes; filling of fuel tanks, complete lubrication, filling of all other fluids as required by manufacturer's specifications, adjustment of engine to proper operating condition, proper inflation of tires, removal of debris and a full inspection to ensure no hazardous conditions are present.
- b. Contractor will furnish all transportation, labor, supervision, equipment, and tools necessary to provide for the delivery and pick up of equipment to CSB's Worksites.
- c. Contractor will exercise proper safety procedures/precautions when delivering or retrieving rental equipment, in accordance with all Federal, State and local laws, regulations, rules or ordinances lawfully constituted authorities, including, but not limited to; the current codes of Safe Practices and Occupational Safety and Health Administration (OSHA) Act of 1970, as amended.
- d. Contractor will collect and retain photographic documentation of equipment's condition pre-unloading at the time of delivery, and pre-loading at the time of pickup.
  - i. Documentation must include the fuel gauge, hour gauge and any wear and tear or damage, if applicable.
  - ii. Should CSB Project Coordinator or Designee not be on-site for delivery, photographic documentation must be emailed to CSB Project Coordinator for electronic acknowledgement of receipt.
  - iii. Documentation must be emailed to CSB Project Coordinator or retained by Contractor until the Rental Agreement is closed.
- e. CSB will be responsible for re-filling the equipment during use, and will strive to return equipment with a full tank. CSB accepts responsibility for any refueling fees should equipment be returned without proper levels of fuel.

**C. Maintenance and Repairs**

- a. Contractor will ensure all equipment rented is up-to-date on preventative maintenance per manufacturer's recommendations prior to delivering to CSB Worksites.
- b. Contractor will provide same-day response to any equipment service request initiated by CSB Project Coordinator.
- c. Should Contractor not be able to repair the equipment within 48 hours, Contractor will replace equipment at no additional cost to CSB and CSB will not be charged for downtime of equipment.

**D. Damages and Spills**

- a. CSB will notify Contractor immediately when a spill or damage occurs.

- b. Contractor will provide immediate response to rectify the situation.
- c. Contractor will ensure all equipment is provided with a spill kit, as needed.
- d. Any damage to property or equipment attributed to the Contractor, whether due to wrongful or negligent acts, will be on the sole responsibility of the Contractor.

**E. Invoicing and Reporting**

- a. Contractor will electronically submit properly documented invoices to Accounting Technician and Project Coordinator for every individual equipment rental, upon delivery of rental. For long-term rentals, Contractor will electronically submit invoices on a minimum of a monthly basis.
  - b. Contractor will ensure the invoices include, at a minimum, the Worksite Address, equipment description(s), pricing, billing period and purchase order.
  - c. Contractor will electronically submit a monthly report in Excel (.xls) format providing the rental history to the CSB Project Coordinator, unless Contractor can provide access to online customer portal.
  - d. CSB reserves the right to seek clarification of costs or to request additional supporting documentation prior to approval of payment of the invoice. Failure to provide the requested documentation, or if there is an inconsistency between the pricing schedule or quote provided, a delay in payment may occur until corrections are made to the satisfaction of the CSB Project Coordinator.
- F. The Contractor will be required to submit a detailed pricing schedule summary to corroborate the rental rates, delivery fees, refueling rates, training and insurance opportunities for each piece of equipment the Contractor is willing to offer CSB. **See Attachment C – Pricing Schedule.**
- G. Contractor will provide on-site familiarization training of equipment when requested by CSB. In certain circumstances, Contractor may be requested to provide specified certified training, if applicable. CSB accepts responsibility for additional fees.
- H. Contractor will perform all services in accordance with customary, reasonable, and prudent industry standards of care.
- I. Contractor confirms that its entity does not appear on the discriminatory vendor list described in section 287.134, Florida Statutes.

**4. INSURANCE**

CSB will, at its sole expense, maintain in full force and effect during the term of this Agreement separate General Liability and Automobile Liability insurance policies with coverage limits for bodily injury, including death, personal injury and property damage that will respond as primary coverage for CSB's liability and all obligations outlined under this Agreement. In addition to the foregoing, CSB will maintain Property Insurance in an amount adequate to cover any loss and/or damage to the equipment, up to full

replacement cost. CSB will furnish the Contractor with a Certificate of Insurance evidencing the foregoing insurance requirements and naming the Contractor as an additional insured. **See Attachment A – Certificates of Insurance for CSB Coverage.**

CSB will purchase a Rental Protection Plan on each piece of equipment rented. The Parties agree to all terms highlighted in **Attachment B – Rental Protection Plan.**

## 5. LAWS AND REGULATIONS

The Contractor does hereby agree to comply with all applicable Federal, State and local laws, regulations and requirements which are in effect at the inception of this contract or as may be promulgated or amended during this life.

## 6. CONTRACT PROVISIONS INCORPORATED BY REFERENCE

This Contract 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 Contractor 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.leg.state.fl.us/statutes/>

**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>

**US Department of Labor/Employment & Training:** <http://www.doleta.gov/wioa/>

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- Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit and with Commercial Organizations, and other International Organizations. (29 CFR Part 95 et al)
  - Workforce Innovation and Opportunity Act (PL 113-128 (29 U.S.C. Sec. 3101, et seq.) and associated Final Rules).
  - Veteran's Priority of Service (38 USC 4215 and 20 CFR 1010)
  - Hatch Act (5 USC 1501-1508 and 7328)
  - USDOL-ETA, TEGL 5-06, Implementation of Public Law 109-234, Section 7013, which limits salary and bonus compensation of recipients and subrecipients of funds appropriated to the Employment and Training Administration and states that funds shall not be used to pay the salary and bonuses of an individual, either as direct or indirect costs, at a rate in excess of Executive Level II for ETA appropriated funds.
  - USDOL-ETA, TEGL 15-14, Implementation of the New Uniform Guidance Regulations
  - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter II, Part 200, et. al.)
  - Purchase of American-Made Equipment and Products (PL 103-333 §507)

- Public announcements and advertising (PL 103-333 §508)
- Audit Requirements for Grants, Contracts and Other Agreements (29 CFR, Part 96)
- Effect of Judgement Lien on Eligibility for Federal Grants, Loans or Programs (28 USC §3201(e))
- New Restrictions on Lobbying (31 USC § 1352, 29 CFR part 93, FS 216.347)
- Debarment and Suspension (Subpart C of 2 CFR Part 1326, and 29 CFR 98, 45 CFR 74 and EO 12549 and 12689)
- Inspector General Act of 1978 (5 USC App.3 § 1 et seq.)
- 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. §§ 286 and '1001)
- False Claims Act (31 U.S.C. 3729 et seq.)
- Public Entity Crimes (FS 287.133)
- Confidential Records (FS 119.021)
- Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 CFR Part 401)
- Clean Air Act (42 U.S.C. §§ 7401 et seq.)
- Clear Water Act (33 U.S.C. §§ 1251 et seq.)
- Safe Drinking Water Act, as amended (PL 93-253)
- Environmental Protection Agency regulations (40 CFR part 15)
- 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 Contractor 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.
- Resource Conservation and Recovery (PL 94-580 as codified at 42 USC 6962)
- Environmental Tobacco Smoke (PL 103-227 Part C)
- Pro-Children Act (20 USC 6083 and Public Law 103277)
- Trafficking Victims Protection Act of 2000 (2 CFR 175)
- Equal Treatment for Faith-Based Organizations (29 CFR 2, Part D)
- Equal Employment Opportunity (EO 11246, as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.")
- Civil Rights Act of 1964 Title IV as amended (42 USC 2000d et seq. and 42 USC section 3601 et seq.)
- Rehabilitation Act of 1973 as amended (29 USC 794, Section 504)
- Education Amendments of 1972 Title IX as amended (20 USC 1681 et seq.)
- Age Discrimination Act of 1975 as amended, (42 USC 6101, et seq. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 USC 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.)
- Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (29 CFR, Part 37 Implementation and 45 CFR Part 80)
- American with Disabilities Act of 1990, as amended (42 USC 126 and 47 USC 5, and Public Law 101-336)
- Prohibition of discrimination based on race, creed, color, etc., as basis for denial of financial assistance (42 USC 9849)
- Florida Department of Economic Opportunity/Workforce Florida, Inc. – Applicable Regional Workforce Guidance, Policy, Memoranda, and Communiqués, as amended
- Brevard Workforce Board Policy, Guidance, Memoranda, and Communiqués, as amended

7. **RELIGIOUS OR POLITICAL ACTIVITY AND NEPOTISM**

- 7.1. **Political Activity:** The Contractor shall ensure that no funds appropriated under this Contract are used for political, lobbying, legislative, or union-organizing activities.
- 7.2. **Nepotism:** The Contractor shall comply with Florida Statutes, if applicable, by ensuring that no officer, employee, or member of the Contractor's governing body shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.
- 7.3. **Religious Activity:** The Contractor shall ensure compliance with all laws relating to the use of funds as they pertain to any legal prohibition against the support of any religious activity and agrees not to use funds in violation of any legal prohibition regarding religious activity.

8. **INTERRELATIONSHIPS OF CONTRACTORS**

CSB may enter into other related contracts separate from the work to be performed under this Contract, yet having links and interfaces to this Contract. The Contractor may be required to coordinate with other such contractor(s) through CSB and/or designated representatives. The Contractor acknowledges that it is essential that all services be coordinated and shall provide all services necessary to facilitate the orderly progress of services, including attending meetings either in person or via teleconference, communicating with others as appropriate, and issuing reports that may be required through the term of this Contract.

9. **DISPUTE RESOLUTION**

This Agreement is governed and construed according to the laws of the State of Florida, and the parties expressly submit to its jurisdiction and to the jurisdiction and venue of the Circuit Court of Brevard County, Florida. The parties will use best efforts to negotiate to resolve all differences. Each party shall provide written notice to the other party of any dispute regarding this agreement. The receiving party must in turn respond in writing no later than 15 days from the date of receipt. The parties shall first attempt to resolve their dispute informally. If the parties are unable to resolve the dispute in this manner, the matter shall then be forwarded to a mutually agreed to third party for resolution, whose decision shall be final.

10. **NON-DISCLOSURE**

Contractor shall not at any time or in any manner, either directly or indirectly, disclose, publish or otherwise reveal information obtained by Contractor pursuant to this Contract to any other party without the prior approval of CSB.

**11. AUDITS AND MONITORING**

Program specific monitoring and compliance audits shall be provided under circumstances and conditions required by laws or regulations that are applicable to the Terms and Conditions of this Contract. CSB, USDOL, the Comptroller General of the United States, the State of Florida, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific program under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. Audits shall be conducted in accordance with Generally Accepted Auditing Standards and shall be an independent certified audit only if required. Both parties agree to fully cooperate in all auditing and monitoring efforts and pay any reasonable amounts determined due under this Contract. Each party shall be entitled to contest any audit findings.

**12. ASSIGNMENT AND SUBCONTRACTS**

With the exception of transporting equipment rentals, Contractor shall not assign or subcontract any of its duties or responsibilities beyond those identified in its proposal without the express written consent of CSB. Subcontractors and/or suppliers are to be considered a direct expense payable by the Contractor. The Contractor shall be fully responsible for contract performance, regardless of any arrangement between the Contractor and its subcontractors and/or suppliers.

In the event that a majority of the shares of stock of Contractor are sold, assigned or conveyed, or that control of Contractor is otherwise transferred to an entity other than Contractor's current shareholder, CSB shall have the right, in its sole and absolute discretion, to terminate this Contract.

**13. TERMINATION**

13.1. Termination at Will: CSB may terminate this Contract by giving fifteen (15) days written notice to the Contractor with or without cause.

13.2. Termination for Breach: Upon breach by the Contractor, CSB may terminate this Contract by giving written notice to the Contractor. This written notice of termination shall be sent via certified mail, return receipt requested.

13.2.1. CSB reserves the right to grant the Contractor the opportunity to rectify the breach. CSB may send a suspension notice and give the Contractor a specific time to respond with a corrective plan. Failure of the Contractor to respond with a corrective plan acceptable to CSB may result in a termination notice to the Contractor effective from the time of the original suspension.

13.2.2. Waiver of a breach of any provision shall not be deemed a waiver of any other breach, and no waiver shall be construed to be a modification to any of the terms or conditions of this Contract.

13.3. Termination Payment Provisions: In the event of termination, CSB shall be liable for payment only for services rendered or goods delivered prior to the effective date of termination and determined allowable under this Contract. Final billing for



payment must be received by CSB within fifteen (15) days of the termination date.

13.4. The provisions within this Contract do not limit CSB's remedies at law or in equity.

**14. NOTICES AND COMMUNICATION**

The aforesaid termination notice, as well as all other notices, modifications, finance/invoice matters required herein, shall be considered *received* when delivered to:

**Contractor**

Jason Oosterbeek  
Vice President  
Phone: 239-301-1189  
Email:  
[jason.oosterbeek@hercrentals.com](mailto:jason.oosterbeek@hercrentals.com)

**CSB**

Jana Bauer  
Program and Contracts Officer  
297 Barnes Blvd  
Rockledge, Florida 32955  
Phone: 321-394-0696  
Fax: 321-504-2065  
Email: [jbauer@careersourcebrevard.com](mailto:jbauer@careersourcebrevard.com)

14.1. The Contractor shall notify CSB in writing of any material change in its financial condition, which could significantly affect the Contractor's ability to perform or comply with the provisions of this Contract, within three (3) business days. Notification may be made verbally only if followed by a written notification within five (5) business days of the Contractor's learning of the material change. Material changes include, but are not limited to the following:

- 14.1.1. Bankruptcy of the Contractor,
- 14.1.2. Resignation or transfer of key staff members,
- 14.1.3. Lawsuits or other legal action that may materially impact the financial viability of Contractor,
- 14.1.4. Official investigations of fraud or abuse on the part of Contractor's staff, officers, or directors, and/or
- 14.1.5. Theft or loss of funds or equipment that support the contracted activities.

**15. MODIFICATIONS**

This Contract may be modified at any time upon mutual agreement of the parties. The parties agree to modify or amend the Contract as necessary to comply with legislation, regulations, and policy directives; manage funding; and meet the needs of customers.

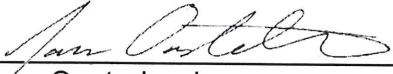
CSB reserves the right to issue general notices unilaterally amending this Contract if it does not substantially, nor significantly, modify the scope and intent of work. Such notices will be accomplished by written communication amending the Contract or Contract modification.

**16. INTERPRETATION**

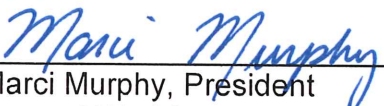
This Contract incorporates Contractor's Proposal and all Attachments and will be interpreted collectively with no sections taken separately and apart.

17. **AGREEMENT**

The persons below attest authority to bind their respective party in a contractual agreement, and indicate agreement with the terms and conditions of this Contract by their signatures hereto.

  
\_\_\_\_\_  
Jason Oosterbeek  
Vice President  
Herc Rentals, Inc.

6-24-2020  
Date

  
\_\_\_\_\_  
Marci Murphy, President  
Brevard Workforce Development Board, Inc.  
d/b/a CareerSource Brevard

7/2/2020  
Date