



THIS VENDOR CONTRACT is entered into between The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast, hereinafter referred to as "CSRC" and Quantum Improvements Consulting, hereinafter referred to as the "VENDOR" for purposes of serving as the sector strategist of the Florida Atlantic Workforce Alliance, hereinafter referred to as "FAWA" and the facilitation of Consortium and Industry Councils.

FAWA MEMBERSHIP:

CareerSource Flagler – Volusia (LWDB11)

ATTN: Robin King
329 Bill France Blvd.
Daytona Beach, FL 32144
386-323-7077
robinking@careersourcefv.com

CareerSource Brevard (LWDB13)

ATTN: Marci Murphy
297 Barnes Blvd.
Rockledge, FL 32955
321-394-0700
mmurphy@careersourcebrevard.com

CareerSource Research Coast (LWDB20)

ATTN: Brian Bauer
584 NW University Blvd.
Suite 100
Port St. Lucie, FL 34986
866-482-4473 ext. 418
bbauer@careersourcerc.com

THE VENDOR AGREES TO:

1. Facilitate the implementation of two (2) FAWA Consortium meetings as identified in **ATTACHMENT I – Scope of Work**
2. Work in conjunction with the project team that consists of representatives from all Local Workforce Development Boards (LWDBs) involved in the grant to create and implement three (3) industry councils as described in **ATTACHMENT I – Scope of Work**

DELIVERY SCHEDULE:

The VENDOR will provide the above services between **August 1, 2023**, through the duration of funding availability or **September 30, 2024**, whichever comes first.

CONFLICT OF INTEREST:

The VENDOR must declare conflicts of interest, if any arise, between VENDOR's services to CSRC or members of FAWA and those services that VENDOR may provide to others. The VENDOR has an ethical responsibility, apart and separate from any contractual duties, to disclose such conflicts.

**CONFIDENTIALITY:**

The VENDOR will keep information related to all issues in strict confidence. Other than written reports and required data submitted to FAWA, and possibly other entities providing grant activities, the VENDOR will not publish, reproduce, or otherwise divulge information, in whole or part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures necessary to restrict access to the information to those employees on its staff, FAWA, or state and federal authorities who must have the information on a "need to know" basis unless permission is granted by members of FAWA.

TAXES, INSURANCE, BENEFITS, EMPLOYEE STATUS:

The VENDOR acknowledges they are not a regular employee of CSRC nor the FAWA and are responsible for their insurance (including worker's compensation), benefits (including retirement), taxes, or any other costs associated with doing business with CSRC, FAWA and its partners of the grant initiative.

COMPENSATION:

The VENDOR's fee for services under this CONTRACT will be based on a total not to exceed \$150,000.00 for the contract term. Each of the three (3) Local Workforce Development Board (LWDB) that make up the membership of FAWA are responsible for their equitable share. (\$50,000) The VENDOR is responsible for submitting an invoice supported by a report detailing the dates work was performed, and a description of services provided. An example report is included as **ATTACHMENT II**.

Schedule and billing invoice(s) must be emailed to each of the LWDBs point of contact listed under **FAWA MEMBERSHIP** and according to **ATTACHMENT I – Scope of Work** and identified below:

- 40% deposit (\$60,000/\$20,000 per LWDB)
- 10% for each outcomes achieved (4 outcomes at \$15,000/\$5000 per LWDB per outcome achieved)
- 20% completion of in-person Consortium meeting (\$30,000/\$10,000 per LWDB)

All payments will be made within thirty (30) business days from receipt invoice(s) for services rendered.

The invoice for services rendered must be for allowable and allocable costs incurred during the term of this **CONTRACT**.

CERTIFICATIONS:

The VENDOR will complete the attached certifications included in **ATTACHMENT III** and abide by the terms contained therein.

RIGHT OF RENEWAL

VENDOR, CSRC and FAWA may mutually agree to continue this **CONTRACT** beyond September 30, 2024, if the FAWA grant has been extended and it is deemed beneficial to the completion of the services as described in **ATTACHMENT I – Scope of Work**.

RIGHT OF DEOBLIGATION OR TERMINATION:

Funds obligated under this **CONTRACT** may be de-obligated and no longer available, owing, or due to the VENDOR should the VENDOR fail to meet the terms of this **CONTRACT**. CSRC and/or FAWA reserve the right to terminate, in writing, this **CONTRACT** should CSRC/FAWA not receive sufficient funding to pay the VENDOR. Services rendered before the date of termination will be paid.

Either party to this **CONTRACT** may terminate the **CONTRACT** with a 15-day written notice delivered in person to the other party.



SIGNATURES AND ATTESTATIONS

IN WITNESS THEREOF, the parties hereto have caused this **CONTRACT** to be executed by their undersigned officials as duly authorized.

**The Workforce Development Board of the Treasure Coast, Inc.
d/b/a CareerSource Research Coast**

Brian Bauer, President/CEO

Name and Title of Representative

Brian K. Bauer

81CEF86456304CC...

Signature

8/1/2023 | 9:55 AM EDT

Date

VENDOR – Quantum Improvements Consulting

Dr. Jennifer Solberg, CEO

Name and Title of Representative

Jennifer Solberg

2EEB7253BEA445D...

Signature

8/1/2023 | 10:39 AM EDT

Date

**ATTACHMENT I – SCOPE OF WORK**

**Florida Atlantic Workforce Alliance Scope of Work
Facilitation of Consortium and Industry Councils**

Scope Background

The first of three consortiums was held on May 23, 2023. During the meeting, three Industry Councils were established. They are as follows: Aerospace/Aviation Industry Council, Advanced Manufacturing Industry Council, IT/Cyber-Security Industry Council. Participants in the virtual meeting selected the council(s) they wanted to participate in. Each council will be staffed with one member of the project team.

Scope

- A. Facilitate the implementation of two Florida Atlantic Workforce Alliance (FAWA) Consortium meetings. The first consortium will be held virtually and the other in-person in September 2024 to wrap up and celebrate accomplishments. The vendor will also serve to set the framework for the meetings ensuring that the face of the consortium is the Local Workforce Development Boards (LWDBs) and their partners.

Work in conjunction with the project team that consists of representatives from all the LWDBs that comprise the grant to:

1. Facilitate the two meetings and schedules.
2. Develop the consortium agendas.
3. Select the virtual platforms and applications needed to run a successful virtual meeting.
4. Execute a dry run prior to the meetings.
5. Analyze the contact lists and actual participation from the 5/23/23 meeting and subsequent meetings to develop and implement plans that build out the list ensuring increased representation from stakeholders and employers.
6. Lead the communication departments of the LWDBs that comprise the grant to:
 - i. Develop joint campaigns to market the meetings including joint after-meeting recaps and press releases.
7. Report on-going progress and obtain final approval from the Executive Team.

B. Work in conjunction with the project team that consists of representatives from all LWDBs involved in the grant to create and implement three industry councils. For each Industry Council:

1. Coordinate a minimum of five hybrid (in-person/ virtual) meetings, per Industry Council, starting in August 2023 through September 2024.
2. Maintain and build-out the Industry Council participant list to increase the number of industry employers present.
3. Facilitate the selection of a Chair for each council and identify their duties. The Chair should be from a private business.
4. Establish council objectives utilizing participant input and utilizing the Lightcast reports and recommendations.
5. Lead the communication departments of all the LWDBs involved in the grant to:
 - i. Develop joint marketing strategies to further strengthen Industry Council participation.
 - ii. Develop a joint Industry Council outcomes report and outreach campaign to promote the successes of the Councils.
6. Ensure each Council is apprised of the others' progress.
7. Report on-going progress and obtain final approval from the Executive Team.
8. Council Chairs will provide a report out on their progress at the Consortium meetings.



Cost

40% upfront, 10% for each outcome achieved and 20% for the last in-person consortium held.

Performance Outcomes for Organization Selected

- Increase employer participation in each Industry Council over the life of this scope of work.
- Increase percent of consortium participation for businesses from the May 23rd consortium attendance list of 29% to 40% not counting presenters and workforce.
- Ensure each council has at least one measurable outcome by September 2024
- Work with the Project Team to develop a transition plan to continue the Industry Councils past the life of this project.



QUANTUM IMPROVEMENTS CONSULTING

VENDOR CONTRACT

CONTRACT BEGIN DATE: 8/1/2023

CONTRACT END DATE: 9/30/2024

ATTACHMENT II – INVOICE REPORT SAMPLE

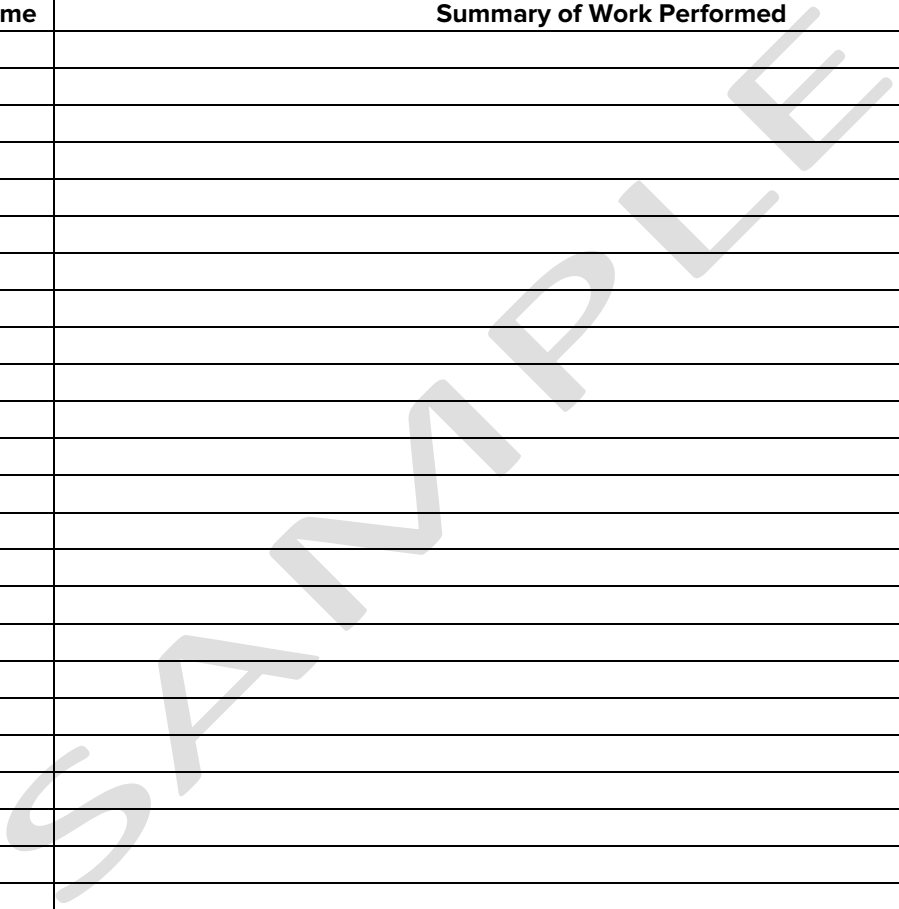
Service
Period: _____

President/CEO or
Designee Approval: _____

Total Amount
Due: _____

CFO or Designee
Approval: _____

Date	Outcome	Summary of Work Performed



With my signature below, I certify that this report is true, complete, and accurate to the best of my knowledge and belief.

Consultant Signature

Date



ATTACHMENT III – CONTRACT CERTIFICATIONS AND ASSURANCES

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Vendor with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the provisions of the Workforce Investment Act of 1998, the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265 and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Vendor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200. Vendor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

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

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

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation & Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States based on race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I- Financially assisted program or activity.
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against qualified individuals with disabilities.
- The Age Discrimination Act of 1975, as amended, prohibits discrimination based on age.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- Section 654 of the Omnibus Budget Reconciliation Act of 1981 prohibiting discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.
- The American with Disabilities Act of 1990, P.L. 101-336 prohibiting discrimination in all employment practices, including the job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities; and

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

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



4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE

Clean Air and Water Act: When applicable, if this Contract is more than \$100,000, Vendor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Vendor shall report any violation of the above to the contract manager. Energy Efficiency: The Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Vendor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY

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

6. CONFIDENTIALITY

It is understood that the Vendor shall maintain the confidentiality of any information, regarding CSRC customers and the immediate family of any applicant or customer, that identifies or may be used to identify them, and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Vendor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CSRC for purposes related to the performance or evaluation of the Contract may be divulged to CSRC or such other parties as they may designate having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the CSRC. No release of information by Vendor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

CSRC, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

8. MONITORING

At any time and as often as CSRC, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Vendor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Contract. The above referenced records shall be made available at the Vendor expense, at reasonable locations as determined by CSRC. Vendor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CSRC.



9. TERMINATION FOR DEFAULT/CONVENIENCE

This modified contract may be terminated as follows:

- a. Either party may request termination of modified agreement upon 60 days prior written notice to the other party.
- b. CSRC may unilaterally terminate or modify this modified contract, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified contract is funded.
- c. CSRC may unilaterally terminate this modified contract at any time that it is determined that:
 - i. Vendor fails to provide any of the services it has contracted to provide; or
 - ii. Vendor fails to comply with the provisions of this modified contract; or
 - iii. Such termination is in the best interest of CSRC.
- d. Written notification of termination must be by registered mail, return receipt requested.

If Vendor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CSRC Executive Committee, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified contract is terminated for cause, Vendor shall be liable to CSRC for damages sustained for any breach of this modified contract by the Vendor, including court costs and attorney fees, when cause is attributable to the Vendor.

In instances where Vendor violates or breaches modified contract terms, CSRC will use all administrative, contractual, or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

10. PUBLIC ANNOUNCEMENTS AND ADVERTISING

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

11. PUBLIC ENTITY CRIMES

Vendor shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted Lessor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Lessor, supplier, sub-Lessor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.Ot7, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Lessor list.

12. THE PRO-CHILDREN ACT

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

13. PROCUREMENT OF RECOVERED MATERIALS

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

14. DOMESTIC PREFERENCES FOR PROCUREMENTS

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



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

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

16. E-Verify

Vendor warrants and represents that it complies with section 448.095, F.S., where the State of Florida expressly requires the following:

- i. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- ii. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract. As of July 1, 2023, all private employers in Florida with 25 or more employees will be required to use E-Verify, the federal government's database for verifying work authorization.

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

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

Vendor Name: Quantum Improvements Consulting

Authorized Representative Name & Title (Print): Dr. Jennifer Solberg/CEO

Authorized Signature:  Date: 8/1/2023 | 10:39 AM EDT