

**WORKFORCE SERVICES  
CONTRACT BETWEEN THE  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
AND  
Adults Mankind Organization, Inc. (AMOR)**

AWARDING AGENCY  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

AWARDING OFFICIAL CONTACT INFORMATION  
Name: Rick Beasley  
Title: Executive Director  
Telephone Number: (305) 929-1500  
Date of Notice: December 22, 2022  
R&D: No

PASS THROUGH:	
DEPARTMENT OF ECONOMIC OPPORTUNITY	
CFDA	FAIN
TANF: 93.558	G2301FLTANF

CONTRACTOR  
**Adults Mankind Organization, Inc. (AMOR)**  
**11025 SW 84<sup>th</sup> Street, Building# 11**  
**Miami, Florida 33173**  
**UNIQUE ENTITY IDENTIFIER # YCHVDZ2JE451**

TITLE OF CONTRACTOR'S PROGRAM  
**"Summer Youth Employment Program: City of Miami Gardens"**

CONTRACT AMOUNT:  
**\$200,000.00**

INDEX CODE NUMBER:  
**52319**

CONTRACT NUMBER:  
**WS-YS-SP-PY'23-19-00**

CONTRACT PERIOD:  
**June 20, 2024 – December 31, 2024**

**ARTICLE I**

**INTRODUCTION AND CONDITIONS PRECEDENT**

**A. PARTIES TO CONTRACT**

This Contract ("Contract") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB") and **Adults Mankind Organization, Inc. (AMOR)** (the "Contractor") (referred to individually as "Party" and collectively as the "Parties"). This Contract establishes a sub-recipient, contractual, independent contractor relationship between the SFWIB and the Contractor in which the Contractor accepts substantial financial and programmatic responsibilities for the use of federal, state, and, if applicable, local funds. In consideration of the mutual obligations and covenants and other good and valuable consideration, the Parties agree as follows:

**B. DEFINITIONS**

The Definitions for this Contract can be found in **Exhibit D, Definitions**.

**C. EFFECTIVE TERM**

This Contract shall commence upon **June 20, 2024**, irrespective of the date of execution, and terminate at the close of business on **December 31, 2024**, unless earlier terminated as provided below.

**D. TOTAL PAYMENT**

Subject to the availability of funds to the SFWIB, the maximum amount payable for services rendered under this **cost reimbursement** Contract shall not exceed **\$200,000.00** as set forth in the table below.

Both Parties agree that if funding available to the SFWIB is reduced, for any reason, the amount payable under this Contract may be reduced at the option and sole discretion of the SFWIB.

Funding	Total Allocation
Temporary Assistance to Needy Families (TANF)	\$100,000.00
City of Miami Gardens	\$100,000.00
<b>Total Allocation</b>	<b>\$200,000.00</b>

**E. STATEMENT OF WORK**

The Contractor agrees to render services in accordance with **Exhibit A, Statement of Work** attached hereto and incorporated herein.

The Contractor shall implement the **Statement of Work** set forth in **Exhibit A**, in a manner deemed satisfactory to the SFWIB, in its sole discretion. Any modification to the **Statement of Work** shall not be effective until approved, in writing, by the SFWIB.

**F. CONDITIONS PRECEDENT**

The Contractor shall provide to the SFWIB, prior to commencement of performance under this Contract, the following documentation:

1. Articles of Incorporation and Corporate By-Laws (If Applicable).
2. Board of Directors Requirements. A formal resolution from the Contractor's Board of Directors or other document from its governing body authorizing execution of the Contract with the SFWIB to ensure that the Contractor's governing body is apprised of the fiscal, administrative, and contractual obligations of the services funded through the SFWIB.
3. Certificate of Corporate Status, if a Corporation. A certificate of status in the name of the Contractor, which certifies the following: that the Contractor is organized under the laws of the state of Florida or another state and registered to do business in the state of Florida; that all fees and all penalties fees, related to filing of registration, re-instatement, renewal, etc., have been paid; that the Contractor's most recent annual report has been filed; that Contractor's status is active; and that the Contractor has not filed Articles of Dissolution with the state of Florida or another state.
4. Limited Liability Company ("LLC") Affidavit (If Applicable).
5. Financial and Compliance Audit. The Contractor shall have performed an annual certified public accountant's opinion and related financial statements in accordance with the single Audit Act Amendments of 1996 and compliance with the State of Florida requirements and 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133 – see, 78 FR 78590-01 (Dec. 26, 2013) The Contractor shall submit an original or electronic copy of the Audit Report

within the time line specified in 2 CFR Chapter II, Subpart F, § 200.512 (a).

## **G. INSURANCE**

1. The Contractor shall maintain the required insurance as specified below, and shall provide to the SFWIB, proof of such insurance in compliance with the timelines identified in Section 2b below. The SFWIB shall not disburse any funds until the SFWIB is provided with the necessary certificate(s) of insurance, the SFWIB has approved such document(s), and executed the Contract. Such insurance policies shall be in the amounts indicated below:
  - a. Commercial General Liability Insurance:
    - i. Contractor shall secure occurrence-based commercial general liability (“CGL”) insurance provided by a policy with coverage at least as broad as an unendorsed ISO CG 00 01 12 04 form, including, but not limited to, coverage for premises, operations and products/completed operations. Contractor shall ensure that the limits are at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. Commercial umbrella or excess liability insurance on a follow-form basis may be used to satisfy the required liability limits if the primary limits are insufficient.
    - ii. Contractor shall ensure that the SFWIB and its directors, officers, employees and agents, are covered as additional insureds without limitation for the CGL policy. Contractor shall provide primary coverage for additional insureds. Contractor shall ensure that coverage other than CGL insurance available to the SFWIB is in excess of Contractor’s coverage and cannot be called upon to contribute to defense or settlement of claims until Contractor’s coverage has been exhausted by defense or settlement of claims arising out of or related to Contractor’s performance of the Contract.
  - b. Automobile Liability Insurance:
    - i. For all vehicles including, but not limited to, all owned, non-owned, leased and hired automobiles by the Contractor, which are utilized in connection with the services provided under the Contract, auto liability insurance is required with unimpaired coverage limits of at least One Million Dollars (\$1,000,000.00) combined single limit per accident. The endorsement of PIP must be added.
    - ii. Non-owners auto liability insurance is required if any personal vehicles are utilized by employees for use in connection with the services provided under the Contract. Non-owners auto liability insurance is required regardless of whether or not the employee requests mileage reimbursement.
  - c. Worker’s Compensation Insurance: For each person employed or enrolled by the Contractor, the Contractor shall secure worker’s compensation insurance, including, but not limited to, insurance for participants enrolled in occupational skills training or employability skills training programs and projects. Worker’s compensation insurance shall be secured in an amount that is consistent with Chapter 440, Florida Statutes. In cases of participant work experience, the State of Florida covers worker’s compensation for Florida Commerce (“FC”) funded work experience programs administered pursuant to section 445.009(11), Florida Statutes. If worker’s compensation insurance cannot be secured for participants, an alternative insurance approved in advance and in writing by the SFWIB must be secured.
  - d. Employer’s Liability Insurance: The Contractor shall secure employer’s liability insurance with a limit of no less than \$100,000 bodily injury each accident, \$100,000 bodily injury by disease each employee and \$500,000 policy limit for bodily injury by disease, on behalf of and in the name of the Contractor.

e. Worker's Re-employment Assistance (formerly Unemployment Compensation) Insurance (RAI):

The Contractor shall secure worker's re-employment assistance insurance in accordance with federal and state laws for each person it employs. The Contractor shall submit the following documents:

- i. A copy of the two most recent RT-6 reports (or RT-29 if applicable), submitted to the state of Florida.
- ii. Proof that RAI taxes were paid to the state of Florida in the two most recent quarters:
  - Tax summary page or tax impound pages from your P.E.O., or
  - Bank statements showing payments/electronic funds transfers to the State, or
  - Copies of canceled checks

Ensure that the amounts indicated in the proofs of payment match the amount totals of the RT-6/RT-29 reports.

- f. Fidelity Bond Insurance: The Contractor shall provide fidelity bonding for ALL staff persons through the purchase of a blanket fidelity bond in an amount sufficient to cover **one hundred (100) percent** of the value of the total Contract amount. The certificate of bonding insurance must include a statement that names the SFWIB as the **Loss Payee** for any claim involving the SFWIB's funds or as **Trustee of the Bond** or as an **Additional Insured**.

2. Submission of the Insurance to the SFWIB:

- a. The Contractor shall secure all insurance required under this Contract **prior to the provision of services under the Contract**.
- b. **All Policies and Certificates of Bonding and Insurance must be in the possession of the SFWIB prior to the execution of the Contract.** If the Contractor secures any of the insurance policies, which have effective dates that are after the beginning effective period of the Contract, then **the beginning effective period shall be equal to the effective date of the latest insurance policy secured by the Contractor.**
- c. The Contractor may not incur any costs prior to the effective period of performance of the Contract. If such costs are incurred, they are the sole responsibility of the Contractor and may not be reimbursed through any funds awarded by the SFWIB.
- d. All insurance policies secured by the Contractor must be issued by companies authorized to do business in the state of Florida, with the following qualifications:
  - i. The company must be rated not less than "A" as to management; and not less than Class "VII" as to financial strength by the latest edition of Best's Insurance Guide, published by A. M. Best Company, Inc., Oldwick, New Jersey, or its equivalent, subject to the approval of the SFWIB;

**or**

- ii. The company shall hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized to do Business in Florida," issued by the state of Florida Department of Insurance and shall be members of the Florida Guaranty Fund.
- e. All certificates of bonding and insurance submitted to the SFWIB must provide the following information:
- i. The agency/individual/position that is insured/bonded;
  - ii. The amount of the bond or insurance policy;
  - iii. The beginning effective date of the policy and the expiration date of the policy;
  - iv. A statement, which ensures that the SFWIB will be notified of any cancellation of the policy at least

- thirty (30) days prior to said cancellation; and
- v. A statement naming the **SFWIB as the Loss-Payee or as an additional party insured with respect to this coverage.**
3. If an insurance policy is cancelled during the effective period of the Contract, the SFWIB shall withhold all payments from the Contractor until a new certificate of insurance is submitted and accepted by the SFWIB. The new insurance policy must cover the period commencing from the date of cancellation of the prior insurance policy.
  4. If the Contractor fails to secure the required insurance as a result of such cancellation within ten (10) calendar days after the effective date of cancellation, the SFWIB may immediately terminate the Contract.
  5. The Contractor shall notify, in writing, the SFWIB of any changes in insurance coverage, including, but not limited to, any renewals of existing insurance policies, not later than ten (10) days prior to the effective date of the changes.
  6. Upon review of the Contractor's **Statement of Work, Exhibit A**, the SFWIB may increase, waive or modify, in writing, any of the foregoing insurance requirements. Any request by a Contractor to decrease, waive or modify any of the foregoing insurance requirements must be approved, in writing, by the SFWIB prior to any such decrease, waiver or modification.
  7. The SFWIB may require the Contractor to furnish additional or different insurance coverage, or both, as may be required from time to time pursuant to applicable law. Provision of insurance by the Contractor, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that the SFWIB may have against the Contractor for any liability of any nature or of any kind related to performance under this Contract or otherwise.

## **H. LICENSING**

The Contractor shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurance, permits and accreditations, required by the state of Florida, by the County where the services are being provided, , by the local municipality where the services are being provided, by the SFWIB, and by the federal government. If the Contractor fails to provide the foregoing within thirty (30) days of written request by the SFWIB, the SFWIB may, in its sole discretion, immediately terminate this Contract.

## **I. LEVEL 2 BACKGROUND SCREENING REQUIREMENT**

The SFWIB requires and Contractor agrees to comply with all applicable federal, state and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel. The Contractor's failure to comply with any applicable federal, state and/or local laws, regulations, ordinances or Miami-Dade County resolutions, and the SFWIB's requirements set forth herein and in the SFWIB's Policy and Procedure (collectively referred to as "Laws" for purposes of this Section) regarding background screening of employees, volunteers and subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

Laws include, but are not limited to the National Child Protection Act of 1993, as amended, and as implemented by sections 943.0542 and 984.01(2), Florida Statutes, and chapters 39, 402, 409, 394, 407, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time. The Contractor agrees to perform background screening through the Florida Department of Law Enforcement ("FDLE"), Volunteer & Employee Criminal History System ("VECHS") program.

1. The SFWIB requires and Contractor agrees that the Contractor's **current and prospective** employees, volunteers and subcontracted personnel must complete a **Level 2** background screening, and be eligible for employment with any SFWIB-funded program as set forth herein, **prior** to working, volunteering or doing any work for Contractor related to this Contract and the work set forth in the **Exhibit A, Statement**

**of Work.** No later than ten (10) business days **prior to** employment, volunteerism, or performance of any work for any SFWIB-funded program, the Contractor shall furnish the SFWIB with an **Affirmation/Acknowledgement Form, Attachment 1**, which confirms the background screening was completed for all employees, volunteers and subcontracted personnel who will be volunteering or working for Contractor on this Contract and that they are eligible to volunteer or for employment, pursuant to chapter 435, Florida Statutes, as may be amended from time to time.

2. The **Level 2** background screening shall include, fingerprinting for statewide criminal history records checks through the FDLE and nationwide criminal history records checks through the Federal Bureau of Investigation ("FBI"), and may include local criminal records checks through local law enforcement agencies. To obtain fingerprint-based background checks, the Contractor must apply to FDLE and be qualified to access records provided by FDLE and the FBI, through VECHS. The Contractor shall notify the SFWIB that it has obtained/not obtained the approval from FDLE within thirty (30) days of Contract award. The Contractor shall also notify the SFWIB if it is prohibited from disclosing the background screening records of employees, volunteers and subcontracted personnel to the SFWIB. The SFWIB reserves the right to perform background screening of Contractor's staff assigned to the SFWIB's CareerSource center(s) at Contractor's expense. The Contractor shall reimburse the SFWIB for any expense resulting from background screening of staff by the SFWIB as set forth herein. Such reimbursement shall be deducted from any payments due to the Contractor.
3. The Contractor shall not hire persons that may have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense in chapter 414, Florida Statutes, relating to public assistance fraud or chapter 443, Florida Statutes, relating to unemployment compensation fraud, or any offense that constitutes domestic violence as defined in section 741.28, Florida Statutes, whether such act was committed in this state or in another jurisdiction.
4. The Contractor shall not hire persons that have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under the provisions of section 435.04, Florida Statutes, or similar law of another jurisdictions relating to the same offenses.
5. The Contractor shall make the decision to hire or assign to the SFWIB's funded program(s) persons with criminal history information unrelated to theft, fraud, or financial crime, on a case-by-case basis, where the background screening for the Contractor's current and prospective employee, volunteer, and subcontracted personnel, is not expressly prohibited by section 435.04, Florida Statutes, or other applicable law. A Contractor's decision to hire or assign an individual to the SFWIB's funded program(s) does not guarantee the SFWIB will grant the Contractor's current and prospective employees, volunteers and subcontracted personnel with access to any SFWIB funded program, CareerSource center, Access Point, Tech Hire Center, Information Technology system, or program files.
6. The Contractor must submit an **Affirmation/Acknowledgement Form, Attachment 1**, along with the background screening results to SFWIB's Quality Assurance Coordinator **no later than ten (10) business days prior to** employment, volunteerism, or performance of any work for any SFWIB-funded program. The background information will be reviewed by SFWIB staff and a decision on whether or not access will be granted shall be made within ten (10) business days of receipt of the Affirmation/Acknowledgement Form.
7. The Contractor must ensure that each current employee, volunteer, or subcontracted personnel working in any SFWIB-funded program provides an **Affidavit of Good Moral Character, Attachment 2**, subject to penalty of perjury, declaring compliance with the qualification requirements for employment pursuant to chapter 435, Florida Statutes, and agreeing to inform the employer immediately if arrested for any offense while employed by, volunteering for, or subcontracting for the employer.
8. Upon learning of the arrest of an employee, a volunteer, or subcontracted personnel, the Contractor must notify the SFWIB of such arrest by the next business day. The Contractor will review the circumstances of the arrest and determine whether the employee, volunteer or subcontracted personnel is eligible for

continued employment. If the current employee, volunteer, or subcontracted personnel is subsequently found ineligible for continued employment based on criminal history information involving any of the allegations provided in Sections 3 or 4 above or as outlined in section 435.04, Florida Statutes, the Contractor shall immediately remove such employee, volunteer, or subcontracted personnel from volunteering or working in or for any SFWIB-funded program, or having any direct or indirect access to any SFWIB CareerSource center, Access Point, Tech Hire Center, Information Technology system, or program files. Failure to notify the SFWIB, by the next business day, of learning of the arrest of an employee, a volunteer, or subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

9. Even if applicable law would otherwise permit, as a provision of this Contract, the Contractor agrees not to hire any persons or permit any persons to begin work or to volunteer or to remain employed, volunteering, or performing any work for the Contractor related to this Contract and the work set forth in the **Exhibit A, Statement of Work** without submitting the **Affirmation/Acknowledgement Form, Attachment 1**.
10. If the Contractor fails to furnish the SFWIB with the **Affirmation/Acknowledgement Form**, the SFWIB may withhold further disbursement of funds and this Contract may be subject to termination at the sole discretion of the SFWIB.
11. The Contractor shall take necessary precautions to safeguard the background screening records of employees, volunteers, and subcontracted personnel, the **Affirmation/Acknowledgement Form, Attachment 1**, and **Affidavit of Good Moral Character, Attachment 2**. Background screening results are exempt from public records and, therefore, must be maintained in a secured and access-controlled area to ensure that the records are accessible only to those authorized to examine such records. The Contractor shall make all records available to the SFWIB in accordance with **Article III-Section H, Audit, Inspection and Access to Records**, of this Contract.
12. The **Level 2** background screening records shall be retained as required herein in accordance with **Article III-Section I, Records Retention**, of this Contract.
13. The **Level 2** background screening must be conducted at least **every five (5) years of consecutive employment, and upon re-employment in all circumstances including assignment to a new or different contract**, until cessation of employment, volunteerism, or doing any work for the Contractor.

## **J. EMPLOYMENT ELIGIBILITY VERIFICATION**

**E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify.

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract.

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be

awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

The Department of Homeland Security's E-Verify system can be found at:

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

The Contractor shall maintain evidence of the use of the E-Verify system in the employee's personnel file. The Contractor shall maintain a personnel file for each staff person funded under this Contract in accordance with the SFWIB's Policies and Procedures, state and federal laws.

#### **K. IMMIGRATION REFORM AND CONTROL ACT**

The Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for individuals who are hired and will perform any services under the Contract.

#### **L. ANTI-NEPOTISM**

The Contractor shall:

1. With respect to individuals employed through the contracted program, not appoint, employ, promote, or advance or advocate for appointment, employment, promotion, or advancement, in or to a subsidized position in the Contractor's business entity any person who is a relative of the Contractor.
2. Not provide workforce services that include, but are not limited to employment and/or training services to any person who is a relative of the Contractor or Contractor's staff.

The definitions below are incorporated and made a part of this policy.

"Contractor" means the Contractor or employee of the Contractor in whom is invested the authority to appoint, employ, promote or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in the Contractor's business entity.

"Relative" means an individual who is related to the Contractor as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

#### **M. CERTIFICATION OF CONDUCT**

The Contractor shall comply with all federal, state and local laws related to conflict of interest, nepotism and criminal and fraudulent activities.

#### **N. CODES OF CONDUCT**



The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her domestic partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements.

The Contractor shall comply with the Miami-Dade County, Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. The Contractor shall set and/or adopt standards of conduct which describe obligations under Section 2-11.1 et al. and provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

boycott

#### **O. GRATUITIES**

The Contractor shall not accept a gift from, offer to give, or give any gift to, any **SFWIB member, SFWIB employee, SFWIB approved Training Vendor**, or to any **family member** of an SFWIB member, SFWIB employee, or SFWIB approved Training Vendor.

The term “family member” includes, but is not limited to father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter and domestic partner.

The term “gift” shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, food, beverage, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

Violation of this provision will constitute a breach of this Contract. In addition to any other remedies available to the SFWIB, any violation of this provision will result in referral of the Contractor’s name and description of the violation of this term to the state of Florida, Department of Management Services for the potential inclusion of the Contractor’s name on the suspended vendors list for an appropriate period. This provision will survive the Contract for a period of two (2) years after its expiration or termination.

#### **P. CODE OF BUSINESS ETHICS**

The Contractor shall comply with Sec. 2-8.1 of the Code of Miami-Dade County requiring contractors to adopt a Code of Business Ethics. The Contractor shall adopt the Greater Miami Chamber of Commerce Model Code of Business Ethics or a similar code and shall submit, prior to the execution of the Contract, a **Code of Business Ethics Affidavit, Exhibit B**, attached hereto and incorporated herein by reference as if fully set forth herein stating the Contractor has adopted a Code that complies with the requirements of Sec. 2-8.1 of the Code of Miami-Dade County. Failure of the Contractor to comply with its Code of Business Ethics shall render the Contract between the Contractor and the SFWIB voidable, and subject violators the Contractor to debarment from future work with the SFWIB pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County.

### **END OF ARTICLE I**

**ARTICLE II**  
**GENERAL CONDITIONS**

**A. ADHERENCE TO THE TERMS AND CONDITIONS OF FORMAL SOLICITATION**

INTENTIONALLY BLANK

**B. APPLICABLE LAWS**

The Contractor shall comply with all applicable federal, state and local laws and regulations, including those of the Workforce Innovation and Opportunity Act (Pub. L. 113-128) (“WIOA”) and Temporary Assistance to Needy Families (“TANF”), as may be amended from time to time, as well as all applicable SFWIB directives, policies and procedures, in the implementation of the terms and conditions of this Contract or modifications thereto.

The Contractor shall ensure that all its activities under this Contract are conducted in conformance with these provisions, as applicable: 45 CFR Part 74, 45 CFR Part 75, 45 CFR Part 92, 29 CFR Part 97, 20 CFR Part 600 *et seq.*, 20 CFR Part 667, Subpart B, 45 CFR 98, TANF, 45 CFR Parts 260-265, and all other applicable federal regulations.

TANF funds must be used in accordance with the following:

(1) Title IV Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193);

(2) Provisions of 65A-4, Florida Administrative Code:

<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=65A-4>; and

(3) Provisions of the TANF State Plan:

<http://www.dcf.state.fl.us/programs/access/docs/TANF-Plan.pdf>

**C. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

**Unique Entity Identifier Maintenance**

The Federal Funding Accountability and Transparency Act (“FFATA”) requires the full disclosure to the public of all entities or organizations receiving federal funds.

(a) *Definition.* Unique entity identifier, as used in this clause, means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at the System for Award Management (SAM) for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the SFWIB within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

**D. SELF-ASSESSMENT QUESTIONNAIRE**

The Contractor shall complete an annual **Exhibit C, Self-Assessment Questionnaire**, attached hereto and incorporated by reference herein, and shall provide the documents set forth as **Attachment A** of the Self-Assessment Questionnaire to the SFWIB’s Office of Continuous Improvement not later than thirty (30) calendar days after the execution of this Contract. Failure to submit the Self-Assessment Questionnaire within the required time frame shall result in the SFWIB withholding payment under the Contract.

## E. TERMINATION

Termination without Cause. The SFWIB may terminate this Contract without cause by providing thirty (30) days' prior written notice to the Contractor. The Contractor shall be entitled to receive compensation for services performed in accordance with the conditions set forth herein through and including the date of termination. However, the SFWIB shall not be liable for any expenses incurred by the Contractor after the effective date of termination of this Contract. The Contractor shall not be entitled to recover any cancellation charges, lost profits, indirect costs, or consequential damages incurred as a result of said termination.

Termination due to the Lack of Funds. If funds received by SFWIB to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB, in its sole discretion, may terminate this Contract upon no less than twenty-four (24) hours' notice, in writing, to Contractor. Said notice must be delivered by certified mail, return receipt requested or in person with proof of delivery. The SFWIB shall be the final authority as to the availability of funds and may not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract due to the lack of funds, the SFWIB shall compensate the Contractor for any work completed in accordance with the terms of the Contract prior to the date of the notification of termination. The Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits as a result of a termination due to the lack of funds.

Termination for Cause Including Default and Breach of Contract. The SFWIB may terminate this Contract for default and breach of Contract, including but not limited to for the reasons identified in **Section F, Breach of Contract**. In the event of termination of this Contract for cause, any payments to the Contractor shall be determined based upon the provisions of **Section G-Breach of Contract: SFWIB Remedies**.

Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue to perform any work not terminated. The SFWIB's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Contract. If SFWIB terminates the Contract for default, the Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits.

Termination for Circumstances Beyond the Contractor's Control. Either Party may terminate this Agreement for circumstances beyond the Contractor's control including, but not limited to, labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the Parties.

In the event of termination of this Contract under this provision, neither Party will be responsible for failure nor delay in performance of this Contract. Such failure or delay in performance will not result in any additional charge or costs, under this Contract, to either Party. The Party seeking termination of the Contract under this provision shall provide prompt notice of termination to the other Party. In no event shall notice be provided later than thirty (30) days after the occurrence triggering termination.

## F. BREACH OF CONTRACT

A non-exhaustive list of breaches of this Contract is as follows:

1. The Contractor fails, in whole or in part, to provide the services set forth in **Exhibit A, Statement of Work**;
2. The Contractor fails, in whole or in part, to maintain staffing in accordance with **Article III-Section N, Staffing Requirements** of this Contract;
3. The Contractor ineffectively or improperly uses the SFWIB's funds provided to the Contractor under this Contract;
4. The Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement, including, but not limited to, entering part-time employment opportunities as full-time opportunities;
5. The Contractor fails to submit the documentation required under **Article I-Section F, Conditions Precedent** of this Contract in accordance with the time periods set forth therein;

6. The Contractor does not furnish the Certificates of Insurance as required under **Article I-Section G, Insurance** of this Contract or as determined by the SFWIB;
7. The Contractor does not furnish proof of licensure or certification as required under **Article I-Section H, Licensing** of this Contract;
8. The Contractor fails to comply with the background screening and/or provide proof that the background screening was completed as required under **Article I-Section I, Level 2 Background Screening** of this Contract;
9. The Contractor fails to comply with the Anti-Nepotism provision set forth in **Article I-Section L, Anti-Nepotism**;
10. The Contractor fails to comply with the Code of Business Ethics provision set forth in **Article I-Section P, Code of Business Ethics**;
11. The Contractor fails to comply with the Gratuities provision set forth in **Article I-Section O, Gratuities**;
12. The Contractor fails to follow the Notification requirements set forth in this Contract under **Article II-Section J, Notification of Legal Action** of this Contract;
13. The Contractor fails to follow the Notification requirements set forth in this Contract under **Article II-Section K, Other Notifications** of this Contract;
14. The Contractor refuses to allow the SFWIB full access to records or refuses to allow the SFWIB to monitor, evaluate and review the Contractor's services and programs;
15. The Contractor fails to comply with the requirements set forth in **Article III-Section G, Florida Public Records Law**;
16. The Contractor fails to comply with Incident Reporting for abuse, neglect, or exploitation of a child, aged person, or disabled adult as required under **Article III-Section R, Abuse, Neglect and Exploitation Incident Reporting** of this Contract;
17. The Contractor fails to take reasonable measures to protect and secure data pertaining to personal information in electronic form as required under **Article III-Section L, Information Security Obligations** of this Contract;
18. The Contractor fails to comply, in whole or in part, with **Article III-Section L, Information Security Obligations**;
19. The Contractor fails to take reasonable measures to protect and secure personal and confidential information as required under this Contract and any applicable local, state or federal laws and regulations;
20. The Contractor does not submit or submits incomplete or incorrect required reports or proof of compliance with reporting requirements as required by this Contract;
21. The Contractor fails to respond and/or provide documentation to any of the SFWIB's requests within specified due dates, after three (3) written requests by the SFWIB;
22. The Contractor fails to correct deficiencies discovered during a monitoring, evaluation or review by the SFWIB and/or any governmental body acting within the scope of its jurisdiction within the time period specified by the SFWIB and/or the governmental body;
23. The Contractor fails to submit, or submits incorrect or incomplete proofs of expenditures to support disbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;
24. The Contractor fails to comply with **Article IV, Section G, Contractor's Cost Allocation Plan and Indirect Cost Rate**;
25. The Contractor fails to submit an invoice as set forth in **Article IV-Section H, Monthly Invoicing**, in accordance with the time periods set forth therein;
26. The Contractor fails to comply with the **Work Experiences Expenditure Requirement** set forth in **Article IV-Section K**;
27. The Contractor unlawfully discriminates under any of the applicable laws;
28. The Contractor fails, in whole or in part, to cooperate with the SFWIB and partners of the SFWIB in the implementation of any Memorandum of Understanding (MOU) entered into between the SFWIB and any partner;
29. The Contractor fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the SFWIB or any of its agencies or instrumentalities;
30. The Contractor fails to fulfill in a timely and proper manner any and all of Contractor's obligations, covenants and agreements set forth in this Contract; and
31. The Contractor fails to maintain and ensure its compliance, as applicable, with federal, state, county,

and local laws, which include, but are not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns and payment of payroll taxes, as applicable, throughout the term of this Contract or any other contractual agreement the Contractor has with the SFWIB.

Waiver of a breach of any provision of this Contract by the SFWIB shall not be deemed to be a waiver of any other breach of any other provision and shall not be construed to be a modification of this Contract.

#### **G. BREACH OF CONTRACT: SFWIB REMEDIES**

If the Contractor breaches this Contract, the SFWIB may pursue any or all of the following remedies:

1. The SFWIB may terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In the event of termination, the Contractor shall, upon the SFWIB's request: (a) return all finished or unfinished documents, data studies, surveys and reports prepared or obtained by the Contractor with the SFWIB's funds under this Contract; (b) reimburse any funds the SFWIB awarded to the Contractor, which were not lawfully expended, under this Contract; and (c) terminate or cancel any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such termination, in addition to the SFWIB's attorneys' fees and costs;
2. The SFWIB may suspend payment, in whole or in part, under this Contract by providing written notice to the Contractor of such suspension and specifying the effective date thereof. All payments to the Contractor as of the effective date of suspension shall cease. On the effective date of suspension, if requested by the SFWIB, the Contractor shall immediately cease to provide services pursuant to this Contract. If payments are suspended, the SFWIB shall specify in writing the actions that shall be taken by the Contractor as a condition precedent to resumption of payments and shall specify a date for compliance. The SFWIB may also suspend any payments, in whole or in part, under any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such suspension, in addition to the SFWIB's attorneys' fees;
3. The SFWIB may seek enforcement of this Contract by any action at law or equity available to the SFWIB, including, but not limited to, filing an action in a court of competent jurisdiction. The venue of any such action shall be in Miami-Dade County, Florida. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such enforcement, in addition to the SFWIB's attorneys' fees and costs through final resolution of the matter including appeal;
4. The SFWIB may debar the Contractor from future SFWIB contracting;
5. If, for any reason, the Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement, the SFWIB may, whenever the SFWIB deems it to be in the SFWIB's best interest, terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In such case, the SFWIB may terminate or cancel any other contracts the Contractor has with the SFWIB. The Contractor shall be responsible for all of the SFWIB's program and administrative costs associated with any such termination or cancellation, in addition to the SFWIB's attorneys' fees. Any contractor who attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation or material misstatement may be debarred from the SFWIB contracting for a period not to exceed five (5) years; or
6. Any other remedy available at law or equity or administratively.

#### **H. DAMAGES SUSTAINED**

The Contractor shall not be relieved of liability to the SFWIB for damages sustained by the SFWIB caused by any breach of this Contract by the Contractor, and the SFWIB may withhold any payments to the Contractor until such time as the exact amount of damages due to the SFWIB are determined. The SFWIB may also pursue any remedies available at law or equity to compensate for any damages sustained by any such breach by the Contractor. The Contractor shall be responsible for all program and administrative costs of the SFWIB

associated with such breach, including the SFWIB's attorneys' fees.

## **I. NOTICES**

It is understood and agreed between the Parties that written notice addressed to the Executive Director of the SFWIB, and mailed or delivered to the address appearing on page one (1) of this Contract and written notice addressed to the Contractor and mailed or delivered to the address appearing on page one (1) of this Contract shall constitute sufficient written notice to the respective Party.

## **J. NOTIFICATION OF LEGAL ACTION**

The Contractor shall notify the SFWIB of legal actions taken against the Contractor or potential actions such as lawsuits, related to services provided through this Contract or that may impact the Contractor's ability to deliver the contractual services, or adversely impact the SFWIB. The SFWIB shall be notified within **five (5)** days of Contractor becoming aware of such actions or from the day of the legal filing, whichever comes first.

## **K. OTHER NOTIFICATIONS**

The Contractor shall provide prompt notice, not later than thirty (30) days regarding all matters, to the Executive Director of the SFWIB, in writing, of any issues, questions, requests for clarification or any other matter relating to or affecting the Contractor's performance under this Contract.

## **L. AUTONOMY**

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is only a recipient of funding from the SFWIB and is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

## **M. INDEMNIFICATION**

1. All Entities Which are Not Florida Governmental Entities. The Contractor shall indemnify and hold harmless the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Contractor or the Contractor's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Contractor's behalf under this Contract, including but not limited to FC staff. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Contractor expressly understands and agrees that any insurance policies required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.
2. Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this Contract.

## **N. PRIOR AGREEMENTS**

This Contract and its attachments and exhibits incorporate all prior negotiations, correspondence, conversations, agreements and understandings, whether oral or written, applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the

subject matter of this Contract which are not contained in this Contract or in its attachments and exhibits. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**O. JOINT PREPARATION**

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**P. NO ASSIGNMENT**

The Contractor shall not assign this Contract or any rights accruing hereunder in whole or in part without the express written authorization of the SFWIB, which authorization may be withheld in the sole discretion of the SFWIB.

**Q. AUTHORITY TO EXECUTE AGREEMENT**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other Party and enforceable in accordance with its terms.

**R. SUBCONTRACTING**

1. The Parties hereto agree that no subcontract shall be entered into under or pursuant to this Contract without the prior written approval of the SFWIB, with said prior written approval issued at the sole discretion of the SFWIB.
2. In no event shall such prior written approval of the SFWIB relieve the Contractor from the Contractor's obligations under this Contract, or change any of the terms or conditions of this Contract. The Contractor shall ensure that all applicable provisions of this Contract are binding upon all such subcontractors. It is expressly understood and agreed that the SFWIB shall not be liable to any subcontractor(s) for any expenses or liabilities of any kind whatsoever incurred by any person or entity under any subcontract.

**S. MODIFICATIONS**

Any alterations, variations, modifications, extensions or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly approved and signed by both Parties.

**T. SEVERABILITY**

If any portion of this Contract is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective. If a court determines that any portion of this Contract is invalid, the SFWIB may terminate this Contract without cause.

**U. PERSONS WITH DISABILITIES AND ACCESSIBILITY OF FACILITIES**

The Contractor shall conduct all activities under this Contract in accordance with the Americans with Disabilities (ADA) Act of 1990 as amended, Section 504 of the Rehabilitation Act of 1973 as amended, Title VI of the Civil Rights Act of 1964 as amended, and the regulations promulgated under such Acts, with respect to persons with disabilities.

The Contractor shall designate a Disability Services Coordinator to establish and implement internal procedures to ensure that Contractor and operational staff are knowledgeable about and comply with the disability-related requirements of WIOA, Section 188; Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA) of 1990 as amended (42 U.S.C. 12101 et seq.) P.L. 101-336 which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities. The Contractor's staff shall be thoroughly trained in providing services to individuals with disabilities as it pertains to customer service, reasonable accommodations, and etiquette.

The Contractor shall assure that programs and activities under this Contract are accessible to individuals with disabilities without discrimination, by:

1. Making reasonable accommodations;
2. Providing services in the most appropriate integrated setting;
3. Providing auxiliary aids for individuals with vision and hearing impairments during the recruitment, referral, and assessment of prospective program participants; and
4. Having resource materials available in alternate formats.

The Contractor shall ensure that the physical facilities utilized under this Contract are accessible at all times to individuals with disabilities; in accordance with the applicable standards of the State of Florida as set forth in FC/Office of Civil Rights "Facility Accessibility Checklist" posted on the FC website at: [www.floridajobs.org](http://www.floridajobs.org) or shall submit to the SFWIB an alternate plan to achieve physical accessibility to individuals with disabilities provided services under this Contract.

#### **V. COPYRIGHT, PATENTS, RIGHT TO DATA**

Except for the Contractor's own internal use, the Contractor shall not publish or reproduce any data or information, in whole or in part, that is recorded in any form or medium whatsoever and that is delivered or specified to be delivered under this Contract, nor shall the Contractor authorize or permit others to do so without the advanced written consent of the federal government, through the state of Florida, until such time as the federal government may have released such data or information to the public.

As authorized by 49 CFR 18.34, the federal government, through the state of Florida, reserves a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize the state of Florida and others to use:

1. Any work developed under this Contract or a resulting subcontract irrespective of whether it is copyrighted.
2. Any rights of copyright to which Contractor or subcontractor purchases ownership with funds provided for under this Contract.

In the event the Contractor is granted written approval from the SFWIB to utilize subcontractors to perform any services required by this Contract, the Contractor shall prohibit such subcontractors, by written contract, from violating any of the terms of this **Section V**.

#### **W. RIGHTS TO INVENTIONS MADE UNDER A 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 Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **X. INTELLECTUAL PROPERTY RIGHTS**

The federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: (i) The copyright in all products developed



under a federal grant, including a subgrant or contract under the grant or subgrant; and (ii) any rights of copyright to which the grantee, sub-grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy, which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities (2 CFR § 215.36).

If applicable, the Contractor must include the following language on all products developed in whole or in part with grant funds:

“This workforce solution was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.”

## **END OF ARTICLE II**

### ARTICLE III

#### PROGRAM MANAGEMENT

##### **A. PERFORMANCE**

Performance shall be defined as the Contractor having attained the goals and objectives set forth in this Contract, in accordance with **Exhibit A, Statement of Work** attached hereto and incorporated by reference as if fully set forth herein. The Contractor shall be responsible for the recruitment, enrollment and placement of clients in a sufficient amount to assure that expenditure levels are met for the different funding streams.

##### **B. PROGRAM REPORTS**

Data for reports shall be generated from the appropriate Management Information System(s) ("MIS"). Performance shall only be deemed to have occurred if the Contractor has reported same in the applicable MIS. The Contractor shall ensure that adequate and timely reports are produced for internal performance monitoring purposes from the same MIS.

##### **C. SUPERVISORY CASE REVIEW**

The Contractor shall conduct monthly supervisory quality assurance case reviews to assess the performance of the Program management staff and monitor compliance with the SFWIB's procedural and performance requirements. Supporting documentation for these reviews shall be maintained by the Contractor and made available for monitoring reviews by the SFWIB upon request.

##### **D. MONITORING**

The Contractor shall permit, at any and all times, the SFWIB, and the SFWIB's, officers, authorized agents or employees, to perform random or scheduled monitoring, reviews and evaluations of the services which are the subject of this Contract, conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function and requirements of the SFWIB including but not limited to monitoring both fiscal and programmatic compliance with all the terms and conditions of this Contract.

The SFWIB shall communicate the monitoring results and findings to the Contractor through an official written report and may require corrective action by the Contractor. The Contractor shall rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the SFWIB may suspend payments or immediately terminate this Contract, in the sole discretion of the SFWIB.

##### **E. FILE MAINTENANCE**

###### **1. Case File**

The Contractor shall maintain a separate individual case file for each participant served in accordance with the policies and procedures established by the SFWIB for participants enrolled in any of the SFWIB-funded programs. This file shall include all required documents as set forth in the SFWIB's procedures. These files shall be subject to the **Audit, Inspection and Access to Records** requirements under **Article III-Section H** of this Contract. **All case files shall be electronic only, hard copy files will not be accepted.**

###### **2. Electronic**

The Contractor shall update each electronic participant file in the applicable MIS to reflect the most current activity. Each entry must be supported by scanned copies of the appropriate documentation to support the entry. Failure to update the electronic case file timely, accurately and with information based upon actual activity, may result in corrective action, withholding of payment, termination of this Contract and de-obligation for non-performance.

3. Error Rate

Although the Contractor shall submit the case file to the SFWIB electronically only, the Contractor shall maintain a hard copy for prior years' case files and electronic copy (all new case files) of each participant case file and maintain, at all times, a file maintenance error rate of not more than **three percent (3%)**.

Error Rate is defined as the percentage of findings from the quality assurance review of sampled programmatic participant files, utilizing the Supervisory Quality Assurance Case Reviews tool that can be accessed through the link provided below:

<http://intranet:18112/sites/intranet/requiredReports>

4. Medical Records & Disability-Related Information:

The Contractor shall keep all medical records and disability-related information, which are part of the eligibility determination or case management process, in a separate file and in a designated, properly secured, area. The Contractor shall keep new records in electronic format only and in a secure medical records folder. The Contractor shall limit access to medical records and disability-related information to persons authorized by the Contractor. The Contractor shall immediately shred (hard copy) or delete (electronic) sensitive documents, which do not become a part of the participant's permanent file, to ensure absolute confidentiality. The Contractor shall be liable, for any and all related costs, if access to medical records is provided and any federal, state, and/or local laws are breached.

5. Domestic Violence Records

The Contractor shall keep all domestic violence records, which are part of the eligibility determination or case management process, in a separate file and in a designated, properly secured area. The Contractor shall keep new records in electronic format only and in a secure legal record's folder. The Contractor shall limit access to domestic violence records to persons authorized by the Contractor when it is necessary to perform the services. The Contractor shall immediately shred (hard copy) or delete (electronic) sensitive documents, which do not become a part of the participant's permanent file to ensure absolute confidentiality. The Contractor shall be liable, for any and all related costs, if access to domestic violence records is provided and any federal, state, and/or local laws are breached.

6. Background Screening Records

The Contractor shall keep all background screening records, which are part of the case management process, in a separate file and in a designated, properly secured area. The Contractor shall take necessary safeguards to keep the background screening records of participants in a secure, access controlled area to ensure that the records are accessible only to those authorized to examine such records. The Contractor shall keep new records in electronic format only and in a secure legal records folder. The Contractor shall limit access to background screening records to persons authorized by the Contractor. The Contractor shall immediately shred (hard copy) or delete (electronic) sensitive documents, which do not become a part of the participant's permanent file to ensure absolute confidentiality. The Contractor shall be liable, for any and all related costs, if access to background screening records is provided and any federal, state, and/or local laws are breached.

**F. FILE OWNERSHIP**

The Contractor understands and agrees that the case files that the Contractor maintains for programs funded by this Contract are the SFWIB's property and are maintained by the Contractor for the SFWIB's benefit. Therefore, the Contractor shall not dispose of any case files without the prior written consent of the SFWIB. In the event of the termination or expiration of this Contract, the Contractor shall immediately transmit all records to the SFWIB upon the request of the SFWIB.

## **G. FLORIDA PUBLIC RECORDS LAW**

1. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in connection with this Contract, except that public records which are made confidential or exempt from public record disclosure by law must be protected from disclosure and include, but is not limited to criminal history information derived from the U.S. Department of Justice. The Contractor's failure to allow such public access shall result in the immediate termination of this Contract or any renewal. The Contractor shall maintain public records stored in electronic record keeping systems in accordance with Chapter 119, Florida Statutes, and Rule IB-26.003 of the Florida Administrative Code.
2. Pursuant to section 119.0701, Florida Statutes, the Contractor shall:
  - a) Keep and maintain public records required by the SFWIB to perform the services;
  - b) Upon request from the SFWIB's custodian of public records, provide the SFWIB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
  - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the SFWIB; and
  - d) Meet all requirements for retaining public records and transfer to the SFWIB, at no cost to the SFWIB, all public records created, received, maintained and or directly related to the performance of this Contract that are in possession of the Contractor upon termination of this Contract. Upon termination of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the SFWIB, upon request from the SFWIB's custodian of public records, in a format that is compatible with the SFWIB's information technology systems.
3. For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of the SFWIB's official business.
4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)**  
**Office of the Executive Director. Telephone: 305-929-1500**  
**South Florida Workforce Investment Board**  
**The Landing at MIA**  
**7300 Corporate Center Drive, Suite 500**  
**Miami, Florida 33126-1234**

In the event the Contractor does not comply with the public records disclosure requirement set forth in section

119.0701, Florida Statutes and this **Section G** of this Contract, the SFWIB shall avail itself of the remedies set forth in **Article II, Sections E – Termination, F – Breach of Contract and G – Breach of Contract: SFWIB Remedies** of this Contract.

A Contractor who fails to provide the public records as required by law, within a reasonable time, may also be subject to penalties under section 119.10, Florida Statutes.

#### **H. AUDIT, INSPECTION AND ACCESS TO RECORDS**

The Contractor shall permit the SFWIB or the SFWIB's designees, the state of Florida and the federal government or any other duly authorized agent of a governmental agency ("Monitoring Agency") to audit, inspect, examine, excerpt, copy or transcribe the Contractor's client records, financial records, supporting documents, statistical records, personnel records, records of all disseminations of criminal history information, and any other documents (including storage media) pertinent to this Contract during the term of this Contract and for a period of **five (5)** years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof, or to evaluate the Contractor's performance hereunder. The Contractor shall also permit any or all these aforesaid entities to monitor all activities conducted by the Contractor pursuant to the terms of this Contract. The Monitoring Agency may, in its sole discretion, deem necessary or appropriate such monitoring which may consist of internal evaluation procedures, examination of program data, evaluation of participant files, special analyses, on-site reviews or any other procedure.

The Contractor shall provide full and unrestricted access to any and all records for services paid for under this Contract to the SFWIB, the state of Florida, or the U.S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives.

#### **I. RECORDS RETENTION**

Five (5) Year Requirement: The Contractor shall keep all records, accounts, and documents related to the operation and performance of this Contract or any modification hereto for five (5) years following the expiration or termination of this Contract. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Contractor shall cooperate with the SFWIB to facilitate the duplication and transfer of any of said records or documents during the required retention period. The Contractor shall advise the SFWIB of the location of all records pertaining to this Contract upon the request of the SFWIB and shall notify the SFWIB by certified mail within ten (10) days of moving said records if and when the records are moved to a new location.

The Contractor and any subcontractor shall maintain documentation of expenditures incurred under this Contract for a period of five (5) years from the date of submission of the final reimbursement request for that grant year or until the resolution of any audit findings or any litigation related to the Contract, whichever occurs last.

#### **J. CONFIDENTIALITY OF RECORDS**

1. The Contractor shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Contractor shall not divulge such information, including but not limited to social security numbers, demographic data (race/ethnicity, sex, age, and disability status), employment services records, supplemental nutrition assistance program records, job corps records, migrant and seasonal farm worker records, North American Free Trade Agreement-Transitional Adjustment records, Trade Adjustment Assistance under Trade Act of 1974 records, Worker adjustment and Retraining Notification Act records, Welfare Transition Program/TANF records, displaced homemaker records, Labor Market Information individual identifiable data, school readiness records, medical records and disability related information, unemployment compensation records, background screening records, WIOA records as specified in the applicable federal law and implementing procedures, etc. without the written permission of the

participant, or participant's custodial parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of the Contract may be divulged to the SFWIB or such other persons as the SFWIB may designate who have responsibilities 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 and the provision of services. All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. The Contractor shall abide by all applicable federal, state and local laws and regulations regarding confidential information, including personally identifiable information (PII) from educational records, as identified in, but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38. The Contractor shall provide, prior to the execution of this Contract, a completed **Confidentiality Agreement, Attachment 2.**

Additionally, when working with education agencies, the Florida Department of Juvenile Justice, the Florida Department of Corrections, the Florida Division of Vocational Rehabilitation, and other partners in implementing workforce programs administered by the SFWIB, the Contractor shall follow confidentiality requirements for each such program including, but not limited to:

- The Privacy Act: 5 USC 552a;
- Social Security numbers: 119.0721 Florida Statutes and 5 USCA 552a;
- Medical documents: 29 CFR 37.37; 29 CFR 1630.14; 381.004(3)(e) and (6)(c) Florida Statutes;
- Employment and Related Services for Persons with Disabilities: Florida Statute 413;
- Confidentiality requirements governing the protection and use of personal information held by the Vocational Rehabilitation agency (34 CFR 361.38); and
- Student records: Federal Educational Rights and Privacy Act (FERPA), 20 USC 1232g and 1232h; 34 CFR Part 99.

2. **Confidentiality Forms.** The Contractor, in the course of receiving and utilizing confidential workforce program information for the purpose of performing Contractor's duties under this Contract, shall ensure that all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this Contract:

- a. The **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 3**, attached hereto and incorporated by reference as if fully set forth herein.
- b. The **Confidentiality Acknowledgement Form, Attachment 4**, attached hereto and incorporated by reference as if fully set forth herein (applicable for staff with access to confidential Reemployment Assistance (RA) information).

All completed forms shall be retained as required herein in accordance with **Article III-Section I, Records Retention** of this Contract. The Contractor shall maintain the completed confidentiality forms in each employee's personnel file **and forward copies to the SFWIB's IT Department upon requesting access to State and/or Local System(s).**

3. The Background Screening record information derived from the U.S. Department of Justice shall not be disseminated outside the Contractor's entity or used for a purpose other than that specified in the statute authorizing the request, Section 943.0542, Florida Statutes.

## **K. VIOLATION OF THE PRIVACY ACT**

Funds awarded under this Contract cannot be used in contravention of the 5 USC 552a or regulations implementing that section.

## L. INFORMATION SECURITY OBLIGATIONS

The Contractor shall abide by the SFWIB's Information Technology Security Policies and Procedures.

- The Contractor (including its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to store information. The Contractor shall not electronically transmit, or allow to be transmitted, any personal or confidential information. Failure to strictly comply with this provision shall constitute a breach of this Contract.
- The Contractor shall not engage any third party vendor, company or agent to modify, troubleshoot or otherwise alter the configuration of network devices, workstations, printers and/or any other device or hardware attached to the SFWIB's network and agrees that no other devices, servers, workstations, tablets, wireless devices, etc., other than those installed by the SFWIB's IT Unit or SFWIB's authorized agent, will be connected to the SFWIB's network.
- During the term of this Contract, the Contractor must obtain signed confidentiality access agreements, which are required by the SFWIB and/or the FC for systems access privileges, for any individual including, but not limited to all of the Contractor's officers, employees, subcontractors, agents, partners, principals, servants, representatives and security officers, prior to their access to electronic data systems.
- The Contractor shall ensure that the Contractor's staff who has access to client information through the Employ Miami-Dade ("EMD"), the One-Stop Service Tracking ("OSST") system(s) and/or any other information systems as required, complete the Information Security and Awareness Training annually.
- The Contractor shall make every effort to protect and avoid the unauthorized release of any personal or confidential information, as set forth in **Article III-Section J, Confidentiality of Records**.
- The Contractor shall notify the SFWIB in writing of any disclosure of the SFWIB's and/or the state of Florida's confidential information or data by the Contractor, its officers, employees, subcontractors, agents, partners, principals, representatives or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract, which is not in compliance with the terms of the Contract (of which it becomes aware).
- The Contractor shall also report to the SFWIB any Security Incidents of which it becomes aware, including those incidents reported to the Contractor by its officers, employees, subcontractors, agents, partners, principals, servants, representatives. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of the SFWIB's or FC's information in the Contractor's possession or electronic interference with the SFWIB's operations; however, random attempts at access shall not be considered a security incident.
- The Contractor shall notify the SFWIB's Help Desk, not later than **24 hours** following the determination of any breach or potential breach of personal and confidential data, as required by the SFWIB's Information Technology Security Policies and Procedures.
- In the event of a breach of security concerning confidential personal information involved with this Contract, the Contractor shall comply with section 501.171, Florida Statutes, as applicable. When notification to affected persons is required under this section of the statute, the Contractor shall provide such notification, using the SFWIB's approved format, not later than seven (7) calendar days following the determination of any potential breach of personal or confidential data.

- For purposes of this Contract, “security breach” means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Contractor is not a security breach, provided the information is not used for a purpose unrelated to the Contractor’s obligations under this Contract or is not subject to further unauthorized use.
- The Contractor shall be wholly liable for security breaches and personal identity theft committed by its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom the Contractor exposes or authorizes to access confidential information obtained under this Contract, including, but not limited to, volunteers and FC employees. The Contractor shall be liable for: (1) direct payment and/or reimbursement of all costs incurred for notifying and providing identity theft protection services to customers who may be victims of the security breaches and personal identity theft; (2) resolving any and all claims related thereto; and (3) all other costs and damages resulting from security breaches or personal identity theft.
- The Contractor shall notify the SFWIB’s Regional Security Officer(s) at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email to the Helpdesk at [helpdesk@careersourcesfl.com](mailto:helpdesk@careersourcesfl.com) with the appropriate system form, as follows:
  - EMD/OSST - FC Information Systems Security Agreement/Confidentiality Form.
  - Workforce Management System (“WFMS”)/Initial Assessment Application (“IAA”) – CareerSource South Florida’s (“CSSF’s”) Application Development Unit Security Access Form.
  - Florida – Florida Department of Children & Families’ (“DCF’s”) System Access Authorization Request Form.
- For employees with access to the Connect and/or SunTax systems; The Contractor shall notify the Regional Security Officer at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email to the Regional FC Manager with the applicable system form(s), as follows:
  - FC CONNECT Form ISU-38
  - FC Form ISU-30
- If the employee has security access to multiple systems, the Contractor shall submit all corresponding forms.
- For employees that only have a CSSF **network account and/or VPN account**, only an email requesting disabling of the account(s) is required at the time of termination.

Failure to comply with this **Section L, Information Security Obligations**, shall constitute a breach of this Contract.

#### **M. PELL GRANT AND OTHER FINANCIAL AID**

The Contractor shall first access PELL and other federal, state and local financial assistance prior to committing or obligating Individual Training Account (“ITA”)/scholarship funds to support the training costs of an individual. Scholarship funds shall be used only to the extent other sources of funds necessary to pay for the cost of the training or tuition is not available. For training institutions or training programs that are non-PELL eligible, documentation shall be kept in the participant’s case file that specifies that the training institution or program is non-PELL eligible.

The Contractor which issues ITA/scholarships shall assist all of the SFWIB’s program participants in applying for financial aid, including, but not limited to, the PELL Grant or for any other federal, state, or local grant, scholarship or entitlement funds. This shall be evidenced by a completed copy of the Free Application for Federal Student Aid and a Student Aid Report from the Department of Education in each program participant’s



case file.

#### **N. STAFFING REQUIREMENTS**

The Contractor shall maintain an organizational structure and adequate programmatic, administrative and support staff sufficient to fulfill the Contractor's contractual obligations hereunder.

#### **O. TRAINING OF STAFF**

1. The Contractor shall ensure that employees responsible for program compliance receive appropriate grant administrative and program compliance training in:
  - Required Participant File Contents (In accordance with the SFWIB's Policies and Procedures)
  - Required training in serving Limited English Proficiency (LEP) customers (In accordance with the SFWIB's Policies and Procedures)
  - Required credentialing and skills standards (In accordance with the SFWIB's Policies and Procedures)
  - Pass-through Entity Responsibilities 2 CFR Chapter II, Subpart D § 200.331
  - Contracts Management/Administration (45 CFR 74.21)
2. The Contractor shall ensure that all employees receive appropriate training regarding **Emergency Preparedness**, including, but not be limited to:
  - building fire; forest fire; hazardous material; flood; hurricane; tornado; earthquake; communications failure; civil disturbance; explosion; bomb threat; technological emergencies; workplace violence; terrorism and workplace injury/accident.

#### **P. GRIEVANCE PROCEDURES**

The Contractor shall comply with all of the SFWIB's applicable Grievance and Complaint Procedures and as required by state and federal law.

The SFWIB's Grievance and Complaint Procedures can be accessed through the link provided below:

[http://www.careersourcesfl.com/GrievanceProcedures/CSSF\\_GrievanceProcedures\\_English.pdf](http://www.careersourcesfl.com/GrievanceProcedures/CSSF_GrievanceProcedures_English.pdf)

#### **Q. LIMITED ENGLISH PROFICIENCY (LEP)**

When a significant number or proportion of the population eligible to be served under this Contract needs services or information in a language other than English to be effectively informed or to participate in the services provided under this Contract, the Contractor shall provide a Certified Interpreter and take steps, considering the size of the program and the size and concentration of such population, to make available to such persons any written and audio-visual material, in the appropriate languages, and in alternate formats for individuals with a disability, distributed to the public relating to the services provided pursuant to this Contract.

#### **R. ABUSE, NEGLECT, AND EXPLOITATION INCIDENT REPORTING**

The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE) or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004, or via TDD (800) 453-5145 as required by Chapters 39 and 415, Florida Statutes, this provision is binding upon both the Contractor and Contractor's employees. Failure to comply with this **Section R, Abuse, Neglect and Exploitation Incident Reporting**, shall constitute a breach of this Contract.

## S. PUBLIC ANNOUNCEMENTS AND ADVERTISING

The Contractor shall not produce, publish for public consumption or distribute any publicity or information about Contractor's programs or program participants without prior review and written approval by the SFWIB. All radio and television advertisements, paid and unpaid, public service announcements, social media, or general newspaper articles shall be coordinated through, and preapproved by, the SFWIB, and shall state that the program is funded through the SFWIB. The Contractor that receives funds from the SFWIB, regardless of the name under which the program is operated, must state that the program is funded by the SFWIB in all public communication media.

The Contractor shall prominently incorporate the name and the official logo of the SFWIB when developing collateral materials or publicity, such as radio, print or television coverage, any form of media press releases, advertising or any informational materials concerning the Contractor's program. Collateral materials such as letterhead, business cards, envelopes, informational pamphlets and brochures, flyers, posters, and other such items, shall be in compliance with the SFWIB's policies and procedures, that ensure compliance with, but are not limited to, CareerSource Florida, Inc.'s Florida Workforce System Statewide Brand Strategic Policy, and pre-approval requirements. .

In accordance with Public Law 101-166, section 511, Steven's Amendment; as renewed in the Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div H, Title V, section 505 and Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, and Continuing Appropriations Act, 2019, Pub. L. No. 115-245, div. B, tit. V, section 505, 132 Stat. 2981 (Sept. 28, 2018), when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project or programs funded in whole or in part with federal money, the Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money; (2) the dollar amount of federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The Contractor shall incorporate the **"American Job Center"** or **"a proud partner of the American Job Center network"** on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR § 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900a). Each one-stop delivery system must include **"a proud partner of the American Job Center network"** identifier on all:

1. Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials;
2. Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

The logo for **"a proud partner of the American Job Center network"** is available at [www.dol.gov/ajc](http://www.dol.gov/ajc).

## END OF ARTICLE III

**ARTICLE IV**  
**FISCAL MANAGEMENT**

**A. INTERNAL CONTROLS AND ACCOUNTING RECORDS**

The Contractor shall maintain the Contractor's books and records in accordance with Generally Accepted Accounting Principles ("GAAP"); "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States; the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission; and to institute fiscal controls to account for all monies received from the SFWIB and spent to perform the Contractor's obligations under this Contract.

The Contractor shall maintain records, books, and documents, including electronic storage media and electronic records that identify the SFWIB's funds and which contain information pertaining to authorized expenditures, obligations, de-obligated balances, assets, liabilities, outlays or expenditures and income.

The Contractor shall ensure that accounting records reflect the separation of all programs/activities it administers, or for which it receives funding and that a clear audit trail exists showing the benefit received from each expenditure as it relates to the applicable program/activity.

**B. PROGRAM INCOME**

1. Program Income Shall Be Forthwith Remitted to the SFWIB

The Contractor shall report and remit Program Income as defined in **Exhibit D, Definitions**, attached hereto and incorporated by reference herein, realized in operating a program under this Contract, or any modification hereto, and to the SFWIB at the end of each quarter during which the income was realized.

The Contractor shall ensure that the audit performed in accordance with Article I, Section F-5 shall contain a schedule detailing program income realized under this Contract.

2. Contractor's Use of Program Income

WIOA regulations require that Program Income be added to the total Contract award and used to provide the same services as stated in the original Contract. If Program Income is added to the Contractor's budget in accordance with the modification provisions under this Contract, that income must comply with the terms and conditions governing all funds awarded under this Contract.

**The Contractor must remit program income, for non-WIOA funds, in excess of one hundred dollars (\$100.00) to the SFWIB not later than thirty (30) days after the end of quarter.**

**C. RETURN OF FUNDS**

The Contractor shall return to the SFWIB any overpayments due to unearned funds, earned funds that exceeded actual expenditures or funds disallowed that were disbursed to the Contractor by the SFWIB and any interest attributable to such funds pursuant to the terms and conditions of this Contract. If the Contractor or its independent auditor discover that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the SFWIB. If the SFWIB first discovers any overpayment has been made, the SFWIB's Executive Director will notify the Contractor in writing of such findings. If the Contractor fails to repay the SFWIB for the overpayment within thirty (30) calendar days following either the Contractor's discovery of or the SFWIB's notification of the overpayment, the Contractor shall also pay SFWIB interest at the lawful rate of interest on the outstanding balance after the earlier of SFWIB's notification or Contractor's discovery. The SFWIB shall have the right at any time to offset or deduct from any payment

due under this or any other contract or agreement any amount due to the SFWIB from the Contractor under this or any other contract or agreement.

**D. DEOBLIGATION FOR NON-PERFORMANCE**

The SFWIB, in its sole discretion, may adjust the Contract award amount through a decrease, up to and including the total amount of funds awarded to the Contractor, when and if the SFWIB determines that the Contractor's total program costs will not be expended in accordance with the amount of funds awarded.

**E. VOLUNTARY DEOBLIGATION**

The Contractor may request a decrease of the total amount of funds awarded when it has been determined by the Contractor that funds may not be expended during the period of performance as set forth under this Contract. If requesting a decrease, the Contractor must submit a written request to the SFWIB's Executive Director specifying the amount and the reason for the decrease. Approval of a decrease shall be in the sole discretion of the SFWIB.

**F. BUDGET SUMMARY**

The Contractor agrees that all expenditures made and all costs incurred by the Contractor shall be in accordance with **Exhibit F, Budgets for Administrative Costs and Program Costs**, attached hereto and incorporated by reference as if fully set forth herein.

The Contractor agrees that **Exhibit F, Budgets for Administrative Costs and Program Costs**, attached hereto and incorporated herein, validates that the Contractor's projected costs are reasonable, allowable, allocable and are in accordance with cost principles set forth in 2 CFR Part 200, Subpart E.

The Contractor shall ensure that the budget(s) for administrative costs does not, under any circumstances, exceed ten percent (10%) across the SFWIB's funding streams, or the Indirect Cost Rate, whichever is less.

The Contractor may shift funds within the Contractor's program line item budget. Notwithstanding the above, if the Contractor wishes to shift funds greater than: (1) fifteen percent (15%) in any budgeted position's salary; or (2) fifteen percent (15%), but not less than \$950.00, in any line item, the Contractor shall obtain SFWIB's Executive Director's prior written approval.

The SFWIB's approval of **Exhibit F, Budgets for Administrative Costs and Program Costs** is given based on limited facts presented as justification for the proposed expenditure and prior to the actual expenditure. As such, if actual expenditures are not in accordance with the facts presented for the proposed expenditure or federal requirements, the SFWIB may question or disallow the expenditure, notwithstanding the prior approval of the same.

The Contractor's authorized representative shall approve all budget modifications in writing and then shall forward the budget modification to the SFWIB's Contract Manager for processing and approval. Budget modifications approved by both the Contractor and the SFWIB shall replace **Exhibit F** as **Exhibit F-1**, a copy of which shall be attached hereto and incorporated by reference as if fully set forth herein.

Any expenditure made and/or incurred prior to the SFWIB's written approval of a written budget modification request may be disallowed in the sole discretion of the SFWIB.

The Contractor shall notify the SFWIB's Contract Manager and Accountant, in writing, of all staffing changes (including, but not limited to adding names of staff filling vacant positions). Staffing changes (including, but not limited to adding names of staff filling vacant positions) shall be incorporated in the budget not later than the next available modification period set forth herein. Only one staff can be delegated to a budgeted position, except where a transition occurs, the incoming staff may also occupy the budgeted position for a period not to exceed one month in duration, and not to exceed the total budgeted salary for the position.

Final line-item adjustment(s) shall be allowed as set forth in **Article IV-Section O, Financial Closeout**.

## G. CONTRACTOR'S COST ALLOCATION PLAN AND INDIRECT COST RATE

1. **Indirect Cost Rate:** The publication of Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," released on December 26, 2013, requires that every sub-award of federal funds from pass-through entities (i.e. the SFWIB) to the sub-recipient must include, among other elements, an Indirect Cost Rate.

In conformity with Title 2 CFR Part 200, the Contractor shall submit one of the following to the SFWIB along with the program budget (as described in Article IV, F):

A. If the Contractor does not have an approved Indirect Cost Rate:

- o The Contractor shall develop and submit to the SFWIB's Finance Unit an initial indirect cost rate proposal. Detailed guidelines for preparing an Indirect Cost Rate proposal are contained in CareerSource Florida Administrative Policy Number 86. Additional information can be found at: [http://www.floridajobs.org/docs/default-source/2016-guidance-papers/lwdb\\_indirectcostadminpolicy\\_final\\_-20160805.pdf?sfvrsn=2](http://www.floridajobs.org/docs/default-source/2016-guidance-papers/lwdb_indirectcostadminpolicy_final_-20160805.pdf?sfvrsn=2)

B. If the Contractor has an approved Indirect Cost Rate from a federal agency or pass-thru entity, the Contractor shall submit a copy of the Indirect Cost Rate approval letter from said agency or pass-thru entity to the SFWIB.

Please note, an Indirect Cost Rate Proposal is mandated only if the Contractor includes indirect costs in the **Exhibit F-Budget for Administrative Costs and Program Costs**. However, if indirect costs are not included, a proposal is not required.

2. **Cost Allocation Plan:** The Contractor's operating expenditures shall be cost allocated across all applicable funding streams.

The Contractor shall submit a detailed Cost Allocation Plan ("CAP"), or cost policy statement as appropriate to the SFWIB in accordance with the guidance that can be accessed through the link provided below.

[http://www.floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2005-guidance-papers/050finalrwbcapprocedures072805.pdf?sfvrsn=1d5978b0\\_2](http://www.floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2005-guidance-papers/050finalrwbcapprocedures072805.pdf?sfvrsn=1d5978b0_2)

The CAP is a document that specifies the allocation methods used for distributing all costs of an organization. A plan for allocating shared costs is required to support the distribution of those costs to grant and non-grant programs. All of the Contractor's costs must be included in the plan. Official accounting records must support all costs. An agency-wide budget should be presented that depicts all shared cost. The Contractor shall submit the Cost Allocation Plan to the SFWIB within the lesser of thirty (30) days of Contract execution or along with the program budget.

A CAP is not required if the Contractor's award amount(s) is specific to a single program and from a funding stream where there will be no shared costs. If the Contractor elects the de minimis rate (10% indirect costs as indicated in Administrative Policy Number 86) a CAP is not required, but a cost policy statement would be required.

The cost policy statement that is required as part of the indirect cost rate proposal and the CAP may be incorporated into one document.

Federal funds awarded under this Contract may not be used to meet the matching or cost-sharing requirements of other Federal grant programs unless expressly authorized by federal law.

3. **Approval of Indirect Cost Rate:** The SFWIB will negotiate with the Contractor and approve the indirect cost rate. Indirect costs can only be charged to an award based on an approved indirect cost rate. However, the approval of indirect costs by the SFWIB is not intended to identify the circumstances or dictate the extent of federal participation in the financing of particular awards.

The results of the indirect cost rate negotiation will be formalized in a written agreement between the SFWIB and the Contractor.

The Contractor shall maintain appropriate supporting documentation for the Contractor's cost allocation and Indirect Cost Rate calculations in accordance with the records retention requirements set forth in **Article III-Section H, Audit, Inspection and Access to Records** and **Article III-Section I, Records Retention**. Failure to maintain the appropriate documentation and to follow the submitted and approved plan may result in **cost disallowances** by the SFWIB.

Failure to comply with this **Section G** may be considered a breach of this contract and can lead to disallowance of indirect/administrative costs and/or other remedies for non-compliance as specified in **Article II-Section G, Breach of Contract: SFWIB Remedies**.

## **H. MONTHLY INVOICING**

1. **Requests for Payment.** The SFWIB shall pay all costs or services incurred by the Contractor that are allowable under 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Contract and applicable SFWIB policies and procedures, as may be amended from time to time.
2. To receive payment, the Contractor shall submit monthly an original invoice package which shall include an original signed **Contract Invoice (Exhibit G)**, attached hereto and incorporated by reference herein, monthly **General Ledger** (for the current month being billed, or a prior month(s) General Ledger for any costs not previously billed), and **Payroll Register** for the month being billed.

The Contractor must submit the original invoice package not later than the **seventh (7<sup>th</sup>)** business day of the month following the month in which the services were provided. The Contract Invoice shall reflect only the expenses incurred and paid by the Contractor for the month that the services were rendered. Upon satisfactory submission, review and approval of the complete invoice package with the required supporting documentation, the SFWIB shall pay the Contractor via Electronic Fund Transfer; the sole judge of the satisfaction of the submission will be the SFWIB. The Contractor shall complete an **Authorization Agreement for payments via Direct Deposits**, which may be requested from the SFWIB's finance unit.

Failure to submit original signed invoices, General Ledger, and Payroll Register, in a manner deemed correct and acceptable by the SFWIB and by the due date (the **seventh (7<sup>th</sup>)** business day of the month following the month in which the services were provided), shall be considered a breach of this Contract.

The Contractor shall maintain **originals** of cancelled checks or a legal copy of the cancelled checks, itemized invoices, receipts, payroll registers and any evidence of indebtedness as proof of expenditures. These documents shall be maintained by the Contractor in accordance with **Article III, Section I-Records Retention** and **Article III, Section H, Audit, Inspection and Access to Records**.

3. **Processing the Request for Payment.** The Parties agree that the processing of a payment request by the Contractor shall be completed by the SFWIB within fifteen (15) business days, or less, of receipt of submission of the request along with the complete required invoice package. Processing the payment request within fifteen (15) business days is contingent upon complete and satisfactory submissions of the required invoice package and supporting documentation, which have been approved by the SFWIB. The Contractor's shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the SFWIB.

## I. LATE INVOICING

Invoices submitted after the due date as specified in **Section H-Monthly Invoicing** above, shall automatically be charged as described below:

- Invoices submitted five (5) calendar days or less following the due date shall automatically be charged five percent (5%) of the amount invoiced;
- Invoices submitted more than five (5) calendar days following the due date shall automatically be charged an additional five percent (5%) of the amount invoiced.

A contractor experiencing problems accessing/submitting their invoice on time shall contact the Adult Programs Manager or Adult Programs Supervisor immediately. **Failure to make contact with the program manager or program supervisor can result in a penalty being assessed.**

## J. PARTICIPANT COSTS

1. The Contractor shall designate an amount for participant costs from the funding award which shall be available through the use of the WFMS. The Contractor shall include said allocation in the Contractor's budget. The Contractor shall have the ability to increase or decrease the initial allocation amount in subsequent budget submissions.

### 2. **Utilization of Funds**

- The SFWIB shall make the participant costs available to the Contractor through the use of the WFMS.
- The Contractor shall issue vouchers for ITAs which will be paid directly to the Training Vendor by the SFWIB.
- The Contractor shall pay for participant costs directly, except for ITAs, and seek reimbursement under this Contract from the SFWIB. To seek reimbursement for participant costs incurred in **PY'23-24**, the Contractor shall issue vouchers **not later than June 29, 2024 at noon (12:00 p.m.)**.
- The Contractor shall pay for participant costs directly, except for ITAs, and seek reimbursement under this Contract from the SFWIB. To seek reimbursement for participant costs incurred in **PY'24-25**, the Contractor shall issue vouchers **not later than August 30, 2024 at noon (12:00 p.m.)**.
- The Contractor shall effectively manage and spend the participant costs funds (Training, OJT, PWE, transportation and support services) allocated during this Contract period.
- The Contractor shall work with the Training Vendor and SFWIB to reconcile discrepant participant training related data. The Contractor shall verify the accuracy of the data entered by the Training Vendor in the participant training performance data into the Reconciliation Tool section of the WFMS. The Contractor shall ensure that all required fields are reconciled at least on a monthly basis.
- A WFMS Reconciliation Tool-generated Training Discrepancy Report will be available on the 11<sup>th</sup> of each month, at which time the Contractor shall review, update and correct all training and placement discrepant data indicated in the report on or before the 16<sup>th</sup> of each month.
- The Contractor shall monitor and reconcile all WFMS issued voucher payments, void those vouchers and close the programs where the participant has withdrawn from training.
- The Contractor shall be responsible for the under and over-utilization of the funds provided for participant costs.
- The SFWIB may monitor Contractor's utilization of these funds. The SFWIB may also de-obligate or

re-obligate said funds, if the Contractor demonstrates an inability to effectively manage the funds allocated.

- The Contractor shall monitor the WFMS' allocations. The Contractor shall be solely responsible for any portion of the allocation that is over-utilized during the term of this Contract. The SFWIB shall not reimburse the Contractor for any costs incurred over the participant allocations in WFMS.
- The Contractor shall request, in writing, to the SFWIB any changes to the allocated amount for WFMS' participant costs.
- The Contractor may request, in writing, to transfer funds among the participant cost categories (ITA, PWE, transportation and support services).
- The approved transfers must be reflected in the next available budget modification following the schedule set forth in **Article IV, Section F-Budget Summary**.

**K. PROCUREMENT REQUIREMENTS**

INTENTIONALLY LEFT BLANK

**L. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

The Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act (P.L. 113-128 S. 502) will be American-made.

**M. INVENTORY**

INTENTIONALLY LEFT BLANK

**N. FINANCIAL CLOSEOUT**

The Contractor shall comply with all provisions of the SFWIB's **Financial Closeout Procedures, Exhibit E**, attached hereto and incorporated by reference herein, upon the expiration or termination of this Contract. The Contractor shall complete and submit the Financial Closeout not later than thirty (30) calendar days after the expiration or termination of this Contract. If the Contractor fails to submit the required closeout package and adequate supporting documentation by the specified due date, all costs included in the Financial Closeout may be disallowed by the SFWIB in its sole discretion.

For **TANF** funds awarded for the period of June 20, 2024 through June 30, 2024, a Financial Closeout is required by the SFWIB and shall be completed and submitted not later than thirty (30) calendar days after June 30, the Financial Closeout will be due to the SFWIB on or before July 30.

For **TANF** funds awarded for the period of July 1, 2024 through December 31, 2024, a Financial Closeout is required by the SFWIB and shall be completed and submitted not later than thirty (30) calendar days after the Contract expires, or upon termination of the Contract, the Financial Closeout will be due to the SFWIB on or before October 30.

For **City of Miami Gardens** funds awarded for the period of June 20, 2024 through December 31, 2024, a Financial Closeout is required by the SFWIB and shall be completed and submitted not later than thirty (30) calendar days after the Contract expires, or upon termination of the Contract.

Non-receipt of the required closeout package(s) and supporting documentation by the specified due date(s) shall result in the disallowance of all costs included in the Financial Closeout.

Final line-item budget adjustment(s), by funding stream and function (administrative and programmatic), not



including staff incentives shall be allowed to be submitted with the Financial Closeout, only if the variance(s) does not exceed ten percent (10%) of the amount budgeted in the line item and the net effect of the changes, in the total funding is zero.

Pursuant to the terms of this Contract and in consideration of the total amounts earned and paid to the Contractor for performance, upon submission of the Financial Closeout Package, the Contractor hereby remises, releases, and discharges the SFWIB, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever related to, under or arising from this Contract.

The Contractor's submission of the Financial Closeout Package is a complete release and waiver of any and all liability, claims or causes of action that allegedly resulted from engagement of and/or performance under this Contract and acknowledges the SFWIB has fully performed and satisfied any and all of its obligations due under this Contract.

**O. EXPENDITURE OF PUBLIC FUNDS FOR FOOD, BEVERAGE AND DINING ACTIVITY**

The Contractor shall comply with section 445.007(10), Florida Statutes, and with any policy promulgated in accordance with section 445.007(10) by CareerSource Florida, Inc., and the SFWIB. The Contractor shall not purchase with state or federal funds any food, beverage or dining activity. This prohibition does not affect reimbursements for meals consistent with any SFWIB approved travel policy. State and federal funds may be used to provide food, beverage or dining activities for workforce youth programs (those programs defined as "youth programs" under state or federal law) provided that participants are not reimbursed in excess of the state per diem amounts for the specific meal, or if contracted for by the SFWIB, that such expenditures for all food and beverage per person per meal (including any associated costs such as, but not limited to, sales tax and service) shall not exceed those amounts stated in section 112.061 (6)(b), Florida Statutes.

**P. EXPENDITURE FOR TRAVEL EXPENSES**

The Contractor shall comply with section 112.061, Florida Statutes, and with any policy promulgated in accordance with 112.061 by Workforce Florida, Inc., and the SFWIB. The statute and related policies contain specific guidelines with respect to authorization to incur travel expenditures, meals while on travel status, per diem allowances, allowed transportation expenditures, lodging, expense reimbursements and the use of travel advances. A copy of the State approved Travel Manual is available upon request and is posted on the FC website at: [www.floridajobs.org](http://www.floridajobs.org).

**Q. SALARY & BONUS LIMITATION**

INTENTIONALLY LEFT BLANK

**R. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The Contractor shall comply with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 78 FR 78590-01 (Dec. 26, 2013), as supplemented by 2 CFR Part 2900 (December 19, 2014).

**S. CONSTRUCTION AND RENOVATION OF FACILITIES USING FEDERAL FUNDS**

The Contractor shall not use federal funds for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

**T. ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ADMINISTRATIVE RULES, COSTS AND LIMITATIONS**

The Contractor shall comply with the requirements of the Administrative Provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

**U. UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS**

The Contractor shall comply with the Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (2 CFR §215).

Contracts for construction or facility improvements must require the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the contract or sub-contract exceeds \$100,000.00. (2 CFR §215.48).

**END OF ARTICLE IV**

## ARTICLE V

### ASSURANCES AND CERTIFICATIONS

#### **A. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requires that covered entities have and apply appropriate sanctions against members of their workforce who fail to comply with privacy policies and procedures of the entity or the requirements of 45 CFR § 164.530 (e) (1). Accordingly, it is the intention of the SFWIB to seek to ensure the confidentiality and integrity of consumer or employee Protected Health Information ("PHI") as required by law, professional ethics, and accreditation or licensure requirements.

Any person or entity that performs or assists the SFWIB with a function or activity involving the use or disclosure of Individually Identifiable Health Information ("IIHI") and/or PHI shall comply with HIPAA and the Miami-Dade County Privacy Standards Administrative Order (AO 10-11). HIPAA mandates privacy, security and electronic transfer standards which include but are not limited to:

1. Use of information only for performing services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent unauthorized disclosures;
3. Reporting to the SFWIB of any unauthorized use or disclosure;
4. Assurances that any agents and subcontractors of Contractor agree to the same restrictions and conditions that apply to the Contractor and provide reasonable assurances that IIHI/PHI will be held confidential;
5. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
6. Making PHI available to the SFWIB for an accounting of any authorized and unauthorized disclosures; and
7. Making all internal practices, books and records related to PHI available to the SFWIB for compliance audits.

PHI shall be maintained in its protected and confidential status regardless of the form or method of transmission (paper records, and/or electronic transfer of data). The Contractor shall give its customers written notice of its privacy information practices including, specifically, a description of the types of uses and disclosures that may be made with PHI.

Customer and employee PHI shall be regarded as confidential and may not be used or disclosed except to authorized persons for authorized purposes. Access to PHI shall only be permitted for direct customer care, approved administrative or supervisory functions or with approval of the appropriate Contractor staff designated as the Privacy Officer, Executive Director or Human Resource Director of the Contractor.

#### **B. RELATED PARTY CONTRACTS**

The Contractor shall comply with the requirements of the Reimagining Education and Career Help (REACH) Act, Chapter 2021-164, Laws of Florida (House Bill 1507) as specified in **Attachment 5 (The Florida Department of Economic Opportunity Memorandum dated July 1, 2021)** attached hereto and incorporated herein by reference. The Contractor shall provide a completed **Disclosure and Certification of Conflict of Interest in a Contract, Attachment 9**

#### **C. TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

The Contractor shall comply with the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The full text of **2 CFR 175.15, Award Term**, is provided as **Attachment 6**.

**D. CERTIFICATION REGARDING LOBBYING - FLORIDA STATUTE**

The Contractor shall comply with the provisions of Sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**E. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. §1352)**

Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification as described in this section. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, inclusive of the certification required in this section.

**F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 and 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, inclusive of the certification required in this section.

**G. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

The Contractor shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, inclusive of the certification required in this section.

**H. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

As a condition for the award of financial assistance from the Department of Labor under Title I of WIOA, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under title IV of the Education Amendments of 1972), national origin (including limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;

5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities (“public entities”) and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (c) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
8. Executive Order (“EO”) No. 11246, “Equal Employment Opportunity” as amended by EO No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, including the assurances required by this section.

#### **I. PUBLIC ENTITY CRIMES (SECTION 287.133, FLORIDA STATUTES)**

The Contractor shall comply with the Public Entity Crimes Act, section 287.133, Florida Statutes, and the Contractor certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list. The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change of circumstances regarding this status. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

#### **J. SARBANES-OXLEY ACT OF 2002**

The Contractor assures that it shall comply with the two provisions of the Sarbanes-Oxley Act (“SOX”) that apply to all corporate entities, including non-profit organizations. These two provisions are as follows:

1. It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).
2. It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC).

The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, inclusive of the assurance required by this section.

**K. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE**

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, Section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The Contractor shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, inclusive of the assurance required by this section.

**L. SCRUTINIZED COMPANIES**

The SFWIB's agreement with the Florida Department of Economic Opportunity provides:

If the [SFWIB] enters into a contract in the amount of \$1,000,000 or more, in accordance with the requirements of section 287.135, Florida Statutes, the [SFWIB] will obtain a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemptions as provided in section 287.135(4), Florida Statutes. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, certifying the Contractor's compliance with this section.

**M. DISCRIMINATORY VENDORS**

The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

1. Submit a bid on a contract to provide any goods or services to a public entity;
2. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
3. Submit bids on leases of real property to a public entity; or
4. Be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or transact business with any public entity.

The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, certifying the Contractor's compliance with this section.

**N. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED**

If this Contract is for more than \$150,000.00, the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency (EPA). As applicable, the Contractor shall comply with the Clean Air Act and Federal Water Pollution Control, as amended.

**O. CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT**

The purpose of the Florida Clean Indoor Air Act is to protect people from the health hazards of second hand tobacco smoke and to implement the Florida Health initiative in Section 20, Article X of the State Constitution. However, the intent of this legislation is not to inhibit, or otherwise obstruct, medical or scientific research or smoking-cessation programs approved by the Florida Department of Health. The Contractor shall provide a completed **Certification Regarding the Florida Clean Indoor Air Act**.

**P. ENVIRONMENTAL TOBACCO SMOKE**

In accordance with Part C of P.L. 103-227, the “Pro-Children Act of 1994”, smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Contractor shall provide a completed **Certification Regarding Environmental Tobacco Smoke**.

**Q. CHILD LABOR LAWS**

The Contractor shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Contract or modifications hereto.

**R. EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS**

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits any state or local government receiving funds under any United States Department of Health and Human Services program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization’s religious character or affiliation.

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

**S. CHARITABLE CHOICE (45 CFR § 260.34)**

A state or local government in its use of federal TANF or state Maintenance of Effort (“MOE”) funds shall not, in the selection of service providers, discriminate for or against an organization that applies to provide, or provides TANF services or benefits on the basis of the organization's religious character or affiliation. No federal TANF or state MOE funds provided directly to participating organizations may be expended for inherently religious activities, such as worship, religious instruction, or proselytization.

A religious organization that receives federal TANF or state MOE funds shall not, in providing program services or benefits, discriminate against a TANF applicant or recipient on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. If an otherwise eligible TANF applicant or recipient objects to the religious character of a TANF service provider, the recipient is entitled to receive services from an alternative provider to which the individual has no religious objection.

If a non-governmental intermediate organization, acting under a contract or other agreement with a state or

local government, is given the authority under the contract or agreement to select non-governmental organizations to provide federal TANF or state MOE funded services, the intermediate organization must ensure that there is compliance with the Charitable Choice statutory provisions and these regulations.

**T. VETERANS' PRIORITY PROVISIONS**

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), P.L. 107-288. The JVA provides priority of services to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. To obtain priority service, a person must meet the program's eligibility requirements. 20 CFR Part 1010 provides general guidance on the scope of the veteran's priority statute.

**U. COMPLIANCE WITH ENERGY EFFICIENCY PROVISION**

The Contractor shall comply with the 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).

**V. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT FOR THE PROCUREMENT OF RECOVERED MATERIALS.**

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

**W. ASSURANCES – NON-CONSTRUCTION PROGRAMS**

The Contractor shall provide a completed **Assurances - Non-Construction Programs, Attachment 8**.

**X. INTERGOVERNMENTAL PERSONNEL ACT**

The Contractor shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Sec. §4701). The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

**Y. COMPLIANCE WITH THE HATCH ACT**

The Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds, if applicable. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

**Z. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)**

When required by federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to



award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

The Contractor shall comply with Section 1 of the Miami Dade County Procurement General Terms and Conditions ("MDC Procurement Terms") as applicable, attached hereto and incorporated herein by reference as Exhibit "J."

**AA. COPELAND ANTI-KICKBACK ACT**

The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

The Contractor shall also comply with Section 1.64(e) of the MDC Procurement Terms, as applicable, attached as Exhibit J.

**BB. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 8**.

The Contractor shall also comply with Section 1.64 (F) of the MDC Procurement Terms, as applicable, attached as Exhibit J.

**CC. WHISTLEBLOWER'S ACT**

In accordance with section 112.3187(2), Florida Statutes, the Contractor shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Contractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission of Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

**DD. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED**

The Contractor shall complete **Exhibit K, Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit**, attached hereto and incorporated herein by reference.

**END OF ARTICLE V**

SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURES FOR: Adults Mankind Organization, Inc. (AMOR)  
PROGRAM ENTITLED: "Summer Youth Employment Program: City of Miami Gardens"  
CONTRACT NUMBER: WS-YS-SP-PY'23-19-00  
CFDA NUMBERS: TANF: 93.558.

(These Signatures shall be the same as those names that appear in the List of Authorized Signatures Provided in the Operational Documents on file with the South Florida Workforce Investment Board)

(For Use Only When Contractor Is a Corporation)

1a. Carmen Carulla 1b. \_\_\_\_\_  
Signature of President or Vice-President

8-3-2024 \_\_\_\_\_  
Date Date

2a. Carmen Carulla 2b. \_\_\_\_\_  
Typed Name of President or Vice-President

3a. President 3b. \_\_\_\_\_  
Full Title of President or Vice-President

4a. [Signature] 4b. \_\_\_\_\_  
Signature of Person Attesting Signature of Person Attesting  
Signature that Appears on Line 1a Signature that Appears on Line 1b

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

[Signature] 8/20/24  
Rick Beasley Date  
Executive Director, SFWIB

## TABLE OF CONTENTS

<b>ARTICLE I – INTRODUCTION AND CONDITIONS PRECEDENT</b>		
A.	Parties to Contract-----	Page 1
B.	Definitions-----	Page 1
C.	Effective Term-----	Page 2
D.	Total Payment-----	Page 2
E.	Statement of Work-----	Page 2
F.	Conditions Precedent-----	Page 2
G.	Insurance-----	Page 3
H.	Licensing -----	Page 5
I.	Level 2 Background Screening Requirement-----	Page 5
J.	Employment Eligibility Verification -----	Page 7
K.	Immigration Reform and Control Act -----	Page 8
L.	Anti-Nepotism -----	Page 8
M.	Certification of Conduct-----	Page 8
N.	Codes of Conduct-----	Page 8
O.	Gratuities -----	Page 9
P.	Code of Business Ethics-----	Page 9
<b>ARTICLE II – GENERAL CONDITIONS</b>		
A.	Adherence to the Terms and Conditions of Formal Solicitation-----	Page 10
B.	Applicable Laws-----	Page 10
C.	Federal Funding Accountability and Transparency Act (FFATA) -----	Page 10
D.	Self-Assessment Questionnaire-----	Page 10
E.	Termination -----	Page 11
F.	Breach of Contract -----	Page 11
G.	Breach of Contract: SFWIB Remedies-----	Page 13
H.	Damages Sustained -----	Page 13
I.	Notices -----	Page 14
J.	Notification of Legal Action-----	Page 14
K.	Other Notifications-----	Page 14
L.	Autonomy -----	Page 14
M.	Indemnification -----	Page 14
N.	Prior Agreements -----	Page 14
O.	Joint Preparation -----	Page 15
P.	No Assignment-----	Page 15
Q.	Authority to Execute Agreement -----	Page 15
R.	Subcontracting-----	Page 15
S.	Modifications-----	Page 15
T.	Severability -----	Page 15
U.	Persons With Disabilities and Accessibility of Facilities -----	Page 15
V.	Copyright, Patents, Right to Data-----	Page 16
W.	Rights to Inventions Made Under a Contract or Agreement-----	Page 16

X.	Intellectual Property Rights -----	Page 17
<b>ARTICLE III – PROGRAM MANAGEMENT</b>		
A.	Performance -----	Page 18
B.	Program Reports-----	Page 18
C.	Supervisory Case Review-----	Page 18
D.	Monitoring-----	Page 18
E.	File Maintenance-----	Page 18
F.	File Ownership-----	Page 19
G.	Florida Public Records Law-----	Page 20
H.	Audit, Inspection and Access to Records -----	Page 21
I.	Records Retention-----	Page 21
J.	Confidentiality of Records-----	Page 21
K.	Violation of the Privacy Act -----	Page 22
L.	Information Security Obligations -----	Page 23
M.	Pell Grant and Other Financial Aid-----	Page 24
N.	Staffing Requirements-----	Page 25
O.	Training of Staff-----	Page 25
P.	Grievance Procedures -----	Page 25
Q.	Limited English Proficiency (LEP) -----	Page 25
R.	Abuse, Neglect, and Exploitation Incident Reporting -----	Page 25
S.	Public Announcements and Advertising -----	Page 26
<b>ARTICLE IV – FISCAL MANAGEMENT</b>		
A.	Internal Controls and Accounting Records -----	Page 27
B.	Program Income-----	Page 27
C.	Return of Funds -----	Page 27
D.	Deobligation for Non-Performance-----	Page 28
E.	Voluntary Deobligation-----	Page 28
F.	Budget Summary-----	Page 28
G.	Contractor’s Cost Allocation Plan and Indirect Cost Rate-----	Page 29
H.	Monthly Invoicing-----	Page 30
I.	Late Invoicing-----	Page 31
J.	Participant Costs-----	Page 31
K.	Procurement Requirements -----	Page 32
L.	Purchase of American Made Products -----	Page 32
M.	Inventory-----	Page 32
N.	Financial Closeout-----	Page 32
O.	Expenditure of Public Funds for Food, Beverage and Dining Activity-----	Page 33
P.	Expenditure for Travel Expenses -----	Page 33
Q.	Salary & Bonus Limitation-----	Page 33
R.	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards -----	Page 33
S.	Construction and Renovation of Facilities Using Federal Funds-----	Page 33

T.	Administrative Provisions Under Title I of the Workforce Innovation and Opportunity Act Administrative Rules, Costs And Limitations-----	Page 34
U.	Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations-----	Page 34
<b>ARTICLE V – ASSURANCES AND CERTIFICATIONS</b>		
A.	Compliance with the Health Insurance Portability and Accountability Act (HIPPA)-----	Page 35
B.	Related Party Contracts -----	Page 35
C.	Trafficking Victims Protection Act of 2000 -----	Page 35
D.	Certification Regarding Lobbying – Florida Statute-----	Page 36
E.	Byrd Anti-Lobbying Amendment (31 U.S.C. §1352)-----	Page 36
F.	Debarment And Suspension (E.O.'S 12549 and 12689)-----	Page 36
G.	Government-Wide Requirements for Drug-Free Workplace -----	Page 36
H.	Non-Discrimination and Equal Opportunity-----	Page 36
I.	Public Entity Crimes (§287.133, Florida Statutes) -----	Page 37
J.	Sarbanes-Oxley Act of 2002-----	Page 37
K.	Association of Community Organization For Reform Now (ACORN) Funding Restrictions Assurance -----	Page 38
L.	Scrutinized Companies -----	Page 38
M.	Discriminatory Vendors -----	Page 38
N.	Clean Air Act (42 U.S.C. 7401-7671Q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), As Amended -----	Page 38
O.	Certification Regarding Florida Clean Indoor Air Ac-----	Page 38
P.	Environmental Tobacco Smoke -----	Page 39
Q.	Child Labor Laws -----	Page 39
R.	Equal Treatment For Faith-Based Organizations -----	Page 39
S.	Charitable Choice (45 CFR § 260.34)-----	Page 39
T.	Veterans’ Priority Provisions -----	Page 39
U.	Compliance with Energy Efficiency Provision -----	Page 40
V.	Compliance with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA -----	Page 40
W.	Assurances – Non-Construction Programs -----	Page 40
X.	Intergovernmental Personnel Act -----	Page 40
Y.	Compliance With The Hatch Act-----	Page 40
Z.	Davis Bacon Act, as Amended (40 U.S.C. 3141-3148)-----	Page 40
AA.	Copeland Anti-Kickback Act -----	Page 40
BB.	Contract Work Hours and Safety Standards Act (40 U.S.C. §3701-3708)-----	Page 41
CC.	Whistleblower’s Act -----	Page 41
DD.	Contracting with entities of foreign countries of concern prohibited-----	Page 41
<b>SIGNATORY FORM</b> -----		Page 42
<b>TABLE OF CONTENTS</b> -----		Pages 43-47

---

**EXHIBITS:**

**Attachment 1 - Affirmation/Acknowledgement Form**

**Attachment 2 - Confidentiality Agreement**

**Attachment 3 - Individual Non-Disclosure and Confidentiality Certification Form**

**Attachment 4 - Confidentiality Acknowledgement**

**Attachment 5 - The Florida Department of Economic Opportunity Memorandum dated July 1, 2021**

**Attachment 6 - Trafficking Victims Protection Act of 2000**

**Attachment 7 - Assurances and Certifications**

**Attachment 8 - Assurances – Non-Construction Programs**

**Attachment 9 - Disclosure and Certification of Conflict of Interest in a Contract**

**Attachment 10 - Affidavit of Good Moral Character**

**Exhibit A - Statement of Work**

**Exhibit B - Code of Business Ethics Affidavit**

**Exhibit C - Self-Assessment Questionnaire**

**Exhibit D - Definitions**

**Exhibit E - Financial Closeout Procedures**

**Exhibit F - Budget for Administrative Costs and Program Costs**

**Exhibit G- Contract Invoice**

**Exhibit J- MDC Procurement Terms**

**Exhibit K- Affidavit Contracting with Entities of Foreign Countries of Concern Prohibited**

**AFFIRMATION/ACKNOWLEDGEMENT FORM**

\_\_\_\_\_ affirms and acknowledges that the individuals listed below meet the  
(Name of Contractor)  
 minimum requirements as set forth by SFWIB staffing procedure transmittal available on line  
 ([www.careersourcesfl.com/resources/supportingdocuments/policytransmittals](http://www.careersourcesfl.com/resources/supportingdocuments/policytransmittals)) for the position in which  
 they are being hired for and that a Level 2 Background screening was conducted for the following  
 employees with the employment decision indicated below:

Name of Employee	Confirm Applicant Meets Job Qualifications	Screening Date	Anticipated or Actual Hire Date	Criminal History (Yes/No)

\_\_\_\_\_  
 \*Name and Title of Authorized Representative

\_\_\_\_\_  
 SFWIB Staff

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

\_\_\_\_\_  
 Signature of Receiving Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Background screenings that provide criminal history information on a current or prospective employee,  
 volunteer or subcontracted personnel **must** be submitted to the SFWIB Quality Assurance Supervisor.

\* The signatory should be fully and duly authorized to execute agreements on behalf of the Contractor named  
 above.

**CONFIDENTIALITY AGREEMENT**

Department of Economic Opportunity (DEO) policy concerning safeguarding confidential information obtained from applicants, participants, employers and other sources is based on legislative direction and federal and state statutes and rules. These confidential records may include, but not limited to, personal identifying information of program applicants, recipients, or participants such as names, social security numbers, payroll information, employer information and resource and referral information, which are private and confidential under federal and state laws and rules, including 20 Code of Federal Regulations (CRF) 603.9, 45 CRF 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1) Florida Statutes (F.S.), and rule 73B-1, Florida Administrative Code (FAC).

Disclosure of this information, including information received electronically, by phone calls or other communication is protected by law. The **Contractor** shall not disclose or allow access to this information unless such action is required and necessary for the performance of official duties pursuant to any contract or agreement awarded to the **Contractor** by South Florida Workforce Investment Board (SFWIB).

In compliance with the requirements of 20 CFR 603.9(b)(v)(A), the **Contractor** agrees to instruct all personnel having access to any disclosed information about the confidentiality requirements of the information, the requirements of 20 CFR 603.9(b), 45 CFR 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1), F.S., the potential criminal charges individuals could face if convicted for the willful unauthorized use or disclosure of the information specified in sections 775.082 or 775.083, F.S.; agrees to store and process this information in such a way that unauthorized persons cannot view or obtain the information by any means; and agrees to dispose any confidential information obtained, and any copies thereof made by the **Contractor** or its employees or agents after the purpose for which the information is disclosed is served in accordance with the provisions of 20 CFR 603.9(b)(vi).

By signing this agreement, the **Contractor** agrees to abide by DEO, state and federal statutes, policies and rules described above, and SFWIB policies and procedures, and that the **Contractor** and any of its employees or agents will not release or disclose any confidential information while providing services for SFWIB.

**Confidential Information Certificate**

I have reviewed the foregoing and my signature below indicates I understand the requirements described above and accept responsibility for complying with it.

Adults Mankind Organization, Inc.  
Company Name (type or print)

Carmen Casullo  
Authorized Representative signature

8-3-24  
Date



### **Individual Non-Disclosure and Confidentiality Certification Form**

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information of individuals who receive public assistance, employment and unemployment insurance records maintained by the Department of Economic Opportunity (Department or DEO) made available to my employer, for the limited purpose of performing its official public duties pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include the name (or other personally identifiable information), social security numbers, wage, unemployment and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my public duties associated with the program requirements set forth under contract or agreement, I understand that I may be granted access to confidential data managed and controlled by entities that are not party to this agreement. Prior to receiving access to such systems, I acknowledge and agree to abide by the following standards:

1. ☐ I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. ☐ I will use access to the systems only for purposes authorized by law to secure information to conduct official program business consistent with my official public duties.
3. ☐ I will not disclose my user identification, password, or other information needed to access the systems to any party nor shall I give any other individual access to information secured.
4. ☐ If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access systems to which I have been granted access, I will immediately notify the South Florida Workforce Investment Board's (SFWIB) Security Officer.
5. ☐ I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.
6. ☐ I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
7. ☐ I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
8. ☐ I will not share with anyone any other information regarding access to the systems unless I am specifically authorized by the SFWIB.
9. ☐ I will not access or request access to any social security numbers, personal information, wage, employer, unemployment or employment data unless such access is necessary for the performance of my official duties.

10. ☐ I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. ☐ I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served in such a way to prevent the information from being reconstructed, copied, or used by any means.
12. ☐ I certify or affirm I have received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations or have received written standards and instructions in the handling of confidential data from my employer, the Department or SFWIB. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
13. ☐ I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor or SFWIB security officer for guidance and comply with their instructions.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Employee Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Work Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

## CONFIDENTIALITY ACKNOWLEDGEMENT

As a representative of Adults Mankind Org. Inc. (Contractor's Name) providing services to the **South Florida Workforce Investment Board (SFWIB)** under contract number WS-YS-SP-PY-23-19-00 for the purpose of provision of Workforce Services, I understand that I may have access confidential Reemployment Assistance (RA) information in meeting contractual obligations. By signing this form, I acknowledge that I will adhere to the State of Florida's RA confidentiality provisions specified in section 443.1715, Florida Statutes (F.S.) and 20 Code of Federal Regulations (CFR) Part 603.9. I understand that any individual that receives confidential Florida RA information who violates the provisions of the Florida statutes stated above commits a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, F.S.

In complying with these provisions, I further acknowledge the following:

1. I have been instructed on the confidentiality of the Florida RA information for which I may be exposed and the confidentiality requirements specified in section 443.1715, F.S.
2. I acknowledge, understand, or affirm I shall only use confidential RA information gathered, used, or seen for the limited purposes specified in the statement of work of contract: CNCA Summer VEP 2024 or as otherwise authorized by law in order to perform my official duties required by the contract and shall not use such information for any other purpose.
3. I acknowledge, understand, or affirm that confidential RA information may only be disclosed in accordance with the provisions of section 443.1715, F.S.
4. I acknowledge, understand, or affirm that confidential RA information shall be stored in a place physically secure from access by unauthorized persons.
5. I acknowledge, understand, or affirm that confidential RA information in electronic format, such as magnetic tapes or discs should be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computers, remote terminals or other means.
6. I acknowledge, understand, or affirm that I must take precautions to ensure that only authorized personnel are given access to confidential RA information.
7. I acknowledge and understand that making a false representation in order to obtain a social security number in violation of section 119.0721, Florida Statutes, commits a felony of the third degree, punishable as provided in section 775.082 or section 775.083, Florida Statutes.

I hereby certify that I have read and understand this acknowledgment and I have received any necessary clarification from my supervisor. I also understand that any violation of these laws or requirements may result in disciplinary action(s) by my supervisor and/or criminal prosecution.

Carmen Carulla

Signature

Carmen Carulla

Printed Name of Representative

8-3-24

Date

Adults Mankind Org. Inc.

Printed Name of Company

**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
SECRETARY

## MEMORANDUM

**DATE:** July 1, 2021

**TO:** Local Workforce Development Board Executive Directors *Keantha B. Moore*

**FROM:** Keantha B. Moore, Administrator, Bureau of One-Stop and Program Support

**SUBJECT:** Reimagining Education and Career Help Act (House Bill 1507) and Related Party Contracts

The Reimagining Education and Career Help (REACH) Act (House Bill 1507), has been signed into law and is effective **July 1, 2021**. The REACH Act creates several strategic opportunities to enhance and expand services provided through Florida's workforce development system by promoting, encouraging, and taking bold steps towards unification of partner programs and agency coordination. The Act also strengthens oversight, accountability and transparency measures for the system. Additionally, the REACH Act contains operational and administrative requirements for related party contracts.

**Effective July 1, 2021**, the REACH Act serves as the authority for related party contract requirements. This memorandum serves to reconcile any differences between current state policy and agreements between the Department of Economic Opportunity (DEO) and local boards until applicable policies and agreements are updated to align with the requirements in the REACH Act.

### Related Parties

A related party includes any:

- Local board member;
- Employee of the local board;
- Relative (see s. 112.3143(1)(c), Florida Statutes) of a local board member or employee of the local board; or,
- Organization or individual represented by or employing a local board member.

### Process for Related Party Contracts

Using the process and documentation requirements outlined in CareerSource Florida Strategic Policy 2012.05.24.A.2 and Section 15. Related Parties in the Grantee Subgrantee Agreement, local boards must submit all related party contracts via email to DEO at: WorkforceContract.Review@deo.myflorida.com.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Related party contracts, as well as documentation demonstrating adherence to these requirements as specified by DEO, must be submitted to DEO for review and approval prior to execution of the contract. Contracts subject to these requirements may not be included on the local board's consent agenda.

**Noted Exception:** Contracts under \$10,000 between the local board and either a relative (as defined in s. 112.3143(1)(c)) of a local board member or of an employee of the local board, or an employee of the local board, do not require prior approval by DEO. However, such contracts must be reported to DEO and CareerSource Florida via email at: [WorkforceContract.Review@deo.myflorida.com](mailto:WorkforceContract.Review@deo.myflorida.com) within 30 days of approval by the local board.

**Posting Related Party Contracts to Local Board's Website**

All related party contracts approved on or after July 1, 2021, must be published on the local board's website within 10 days after approval by the local board or DEO, whichever is later, and must remain published on the local board's website for at least one year after termination of the contract.

If you have questions, please submit them to the Governance Team via email at: [LWDBGovernance@deo.myflorida.com](mailto:LWDBGovernance@deo.myflorida.com).

cc: Steven Gustafson  
Charles Williams  
Christa Nelson

**Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g))**  
**2 CFR § 175.15, Award Term**

**I. Trafficking in persons.**

***a. Provisions applicable to a recipient that is a private entity.***

1. You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not--
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or sub-awards under the award.
2. The Department of Labor, Federal awarding agency, may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity—
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
    - A. ☐ Associated with performance under this award; or
    - B. ☐ Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR part 376.

***b. Provisions applicable to a recipient other than a private entity. The Department of Labor may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity--***

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
  - i. Associated with performance under this award; or
  - ii. Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR part 376.

**c. Provisions applicable to any recipient.**

1. You must inform the Department of Labor immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally, which is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to the Department of Labor under this award.
3. You must include the requirements of paragraph a.1 of this award term in any sub-award you make to a private entity.

**d. Definitions.** For purposes of this award term:

1. “Employee” means either:
  - i. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
  - ii. Includes:
    - A. ☐ A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than on included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - B. ☐ A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

## ASSURANCES AND CERTIFICATIONS

The South Florida Workforce Investment Board (SFWIB) will not award funds where the Respondent (“Contractor”) has failed to accept the **ASSURANCES AND CERTIFICATIONS** contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98)**
- B. Certification Regarding Lobbying (29 CFR Part 93)**
- C. Certification Regarding Drug-Free Workplace Requirements (29 CFR Part 94)**
- D. Non-discrimination and Equal Opportunity Assurances (29 CFR Part 38)**
- E. Certification Regarding Public Entity Crimes (section 287.133, Florida Statutes)**
- F. Sarbanes-Oxley Act of 2002**
- G. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- H. Scrutinized Companies Lists Certification (section 287.135, Florida Statutes)**
- I. Discriminatory Vendors (section 287.134, Florida Statutes)**

By signing the agreement, the Contractor is providing the above assurances and certifications as detailed below:

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION**

As required by the regulation implementing Executive Orders No. 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Contractor certifies to the best of the Contractor’s knowledge and belief, to the following:

- 1. ☐ The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, agency or subcontractor;
- 2. ☐ The Contractor has not, within a three-year period preceding this application/proposal/contract, 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 agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. ☐ The Contractor is 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 A.2 of this certification; and
- 4. ☐ The Contractor has not, within three-year period preceding this application/proposal/contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall comply with the language of the certification with regards to the Contractor’s subcontractors. The Contractor shall ensure and require the same certification from its subcontractor(s), which shall be forwarded to the SFWIB along with the request to subcontract as required by this solicitation/Contract.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall submit an explanation to the SFWIB attached to this form.



**B. CERTIFICATION REGARDING LOBBYING**

The Contractor certifies, to the best of the Contractor's knowledge and belief, that:

1. ☐ No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Contractor, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. ☐ If any funds other than federal appropriated funds have been paid or will be paid to any person for 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 in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. ☐ The Contractor shall require that the language of this certification be included in the award documents for "all" sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose the same accordingly.

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

**C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor assures and guarantees that the Contractor shall comply with the federal Drug Free Workplace Act of 1988, its implementing regulations codified at 29 CFR 94, subpart F, and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission.

**D. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES**

As a condition for the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act (WIOA), and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. ☐ Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin (including Limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. ☐ Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;
3. ☐ Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. ☐ Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. ☐ The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. ☐ Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. ☐ Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b)

state and local government entities (“public entities”) and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;

- 8. ☐ Executive Order (EO) No. 11246, “Equal Employment Opportunity” as amended by EO No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
- 9. ☐ Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
- 10. ☐ Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance.

**E. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, FLORIDA STATUTES**

The Contractor hereby certifies that neither the Contractor, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change in circumstances regarding this status.

**F. SARBANES-OXLEY ACT OF 2002**

It is the policy of the SFWIB to comply with the requirements of the Sarbanes-Oxley Act of 2002, sections 1102 and 1107, set forth by the Act, the United States Code Title 18, sections 1512 and 1513, as amended, and the requirements of the Workforce Board. By signing below, the Contractor assures that the Contractor will comply with the Sarbanes-Oxley Act provisions as set forth below:

**Provisions of the Act – Title X1 – Corporate Fraud Accountability**

**Section 1102 – Tampering with a record or otherwise impeding an official proceeding** – “Whoever corruptly: 1) alters, destroys, mutilates, or conceals a record, document or other object, or attempts to do so, with the intent to impair the object’s integrity or availability for use in an official proceeding 2) otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so, shall be fined under this title or imprisoned not more than 20 years, or both”.

**Section 1107 – Retaliation against Informants** – “Whoever knowingly, with the intent to retaliate, takes any action harmful to any person, including interference with the lawful employment or livelihood of any person, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any federal offense, shall be fined under this title or imprisoned not more than 10 years, or both”.

**G. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (PUB. L. 111-117)**

As a condition of a contract, the Contractor assures that the Contractor shall comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

☐

**H. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, FLORIDA STATUTES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both of which are created pursuant to section 215.473, Florida Statutes, or the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel as described in section 215.4725, Florida Statutes.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified in the section entitled “Contractor Name” is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies

with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorneys' fees, and/or costs.

**I. DISCRIMINATORY VENDORS, SECTION 287.134, FLORIDA STATUTES**

The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

**BY SIGNING BELOW, THE CONTRACTOR CERTIFIES AND ASSURES THAT THE CONTRACTOR WILL FULLY COMPLY WITH THE APPLICABLE ASSURANCE OUTLINED IN PARTS A THROUGH I, ABOVE.**

Adults Marking Org. Inc.  
Contractor Name

Carmen Casella Board President  
\*Name and Title of Authorized Representative

Carmen Casella  
Signature of Authorized Representative

8-3-24  
Date

\*The signatory should be fully and duly authorized to execute agreements on behalf of the Contractor named above.

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. 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 floodplains 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).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (Identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
<i>Carmen Casulla</i>		Board President	
APPLICANT ORGANIZATION		DATE SUBMITTED	
Adults Man Kind Organization, Inc.		8-3-24	

# DISCLOSURE AND CERTIFICATION OF CONFLICT OF INTEREST IN A CONTRACT

I, Carmen Carulla, a board member / an employee of the board (circle one) hereby disclose that I, myself / my employer / my business / my organization/ OR "Other" (describe) \_\_\_\_\_ (circle one or more) could benefit financially from the contract described below:  
 Local Workforce Development Board: South Florida Workforce Investment Board  
 Contractor Name & Address: Adults Making Organization, Inc. 11025 SW 84 St. #11 Miami, FL  
 Contractor Contact Phone Number: (305) 271-5121  
 Description or Nature of Contract: CMG SUMMER Youth Employment Program  
 Description of Financial Benefit\*: N/A

For purposes of the above contract the following disclosures are made: The contractor's principals\*\*/owners\*\*\*: (check one)

☒ have no relative who is a member of the board or an employee of the board; OR  
☐ have a relative who is a member of the board or an employee of the board, whose name is: \_\_\_\_\_

The contractor's principals\*\*/owners\*\*\* is ☒ is not (check one) a member of the board. If applicable, the principal's/owner's name is: \_\_\_\_\_

Carmen Carulla  
 Signature of Board Member/Employee

Carmen Carulla  
 Print Name

8-3-24  
 Date

\* "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member's relatives or business associate or to a board employee and such benefit is not remote or speculative.

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

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

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S DISCUSSION OR VOTING TO APPROVE THE CONTRACT. BOARD MEMBERS WHO BENEFIT FINANCIALLY OR BOARD MEMBERS OR EMPLOYEES OF THE BOARD WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM VOTING DURING THE PERIOD OF TIME THE VOTES ARE CAST, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERSEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, FLORIDA STATUTES, OR SECTION 101(f), WIOA.



# AFFIDAVIT OF GOOD MORAL CHARACTER

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☒ r ☒ d ☐ ☐

\_\_\_\_r\_\_\_\_d\_\_\_\_r\_\_\_\_r\_\_\_\_d\_\_\_\_\_  
\_\_\_\_s/Employee's Name)\_\_\_\_  
\_\_\_\_r\_\_\_\_d\_\_\_\_d\_\_\_\_

[illegible][illegible]

4444

[illegible][illegible][illegible]

RM

the following offenses are also applicable for “Mental Health Personnel” screened pursuant to section 394.4572, F.S., defined as “program directors, professional personnel or other personnel who are responsible for the supervision, management, or treatment.” The additional offenses apply only to “Mental Health Personnel” as determined pursuant to Section 408.809, F.S. as listed below

[illegible][illegible]

M d d r d r r d  
M d d r d

□□□□ □□□□□□□□□□□□□□□□ d □□□□□□□□□□ □ □□□□□□□□□□□□□□□ d □□□□□□□□□□□□□□□□

[illegible]

\_\_\_\_\_d\_\_\_\_\_r\_\_\_\_\_d\_\_\_\_\_m\_\_\_\_\_r\_\_\_\_\_

**QUESTION**

r d r d r r r r r r r r d r

→ → →

[illegible]

rd rd rd rd

r d r d

error

□□□r□□□r□d□□r□□□□□□

[illegible]

r r d r r r r  
 r d d d r

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

**r d**

r r d d

□□□□□rd□M□□□□□□□□d□r□□□□□□□□

The figure consists of three horizontal rows of boxes. Each box contains a symbol or number. Vertical lines connect the boxes from one row to the next.

- Top Row:** Contains 11 boxes with labels:  $r$ ,  $d$ ,  $d$ ,  $r$ ,  $d$ ,  $r$ ,  $r$ ,  $2$ ,  $r$ ,  $r$ ,  $d$ ,  $r$ .
- Middle Row:** Contains 11 boxes with labels:  $r$ ,  $2$ ,  $r$ ,  $d$ ,  $r$ ,  $r$ ,  $43$ ,  $043$ ,  $r$ ,  $r$ ,  $r$ .
- Bottom Row:** Contains 11 boxes with labels:  $r$ ,  $r$ ,  $d$ ,  $r$ ,  $r$ ,  $d$ ,  $r$ ,  $43$ ,  $043$ ,  $4$ , and an empty box.

Vertical connections are shown between the following pairs of boxes (Top-Middle, Middle-Bottom):

- Box 1 ( $r$ ) to Box 1 ( $r$ )
- Box 2 ( $d$ ) to Box 2 ( $2$ )
- Box 3 ( $d$ ) to Box 3 ( $r$ )
- Box 4 ( $r$ ) to Box 4 ( $d$ )
- Box 5 ( $d$ ) to Box 5 ( $r$ )
- Box 6 ( $r$ ) to Box 6 ( $r$ )
- Box 7 ( $r$ ) to Box 7 ( $43$ )
- Box 8 ( $2$ ) to Box 8 ( $043$ )
- Box 9 ( $r$ ) to Box 9 ( $r$ )
- Box 10 ( $r$ ) to Box 10 ( $r$ )
- Box 11 ( $d$ ) to Box 11 ( $r$ )

[illegible]



[illegible]

my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record.

[illegible]

**STATEMENT OF WORK  
ADULT MANKIND ORGANIZATION, INC.  
CITY OF MIAMI GARDENS SUMMER YOUTH EMPLOYMENT PROGRAM  
JUNE 20, 2024 THROUGH DECEMBER 31, 2024**

The Contractor hereby agrees to provide services as described herein in compliance with the conditions herein stated:

**I. INTRODUCTION**

The aim of the South Florida Workforce Investment Board (SFWIB) is to assist youth in (1) obtaining a high school diploma or equivalent General Education Development (GED); (2) transitioning into a career opportunity, career pathway opportunity and/or post-secondary education; and (3) gaining employment leading to self-sufficiency.

The City of Miami Gardens Summer Youth Employment Program (SYEP) shall provide up to seventy five (75) registered participants up to one-hundred and forty (140) hours Paid Work Experience (PWE) to include the Pre-Employment Work Readiness Training.

**II. PROGRAM DESCRIPTION**

The City of Miami Gardens youth residents ages 15-18 will be provided summer employment opportunities to enhance their work-readiness skills while earning income. The main focus of the SYEP is to provide access to occupational skill opportunities and increase employment, job retention and earnings by developing work related activities that will prepare youth to effectively compete in the global economy.

The program outcome is to enroll the City of Miami Garden's youth residents, ages 15-18 that have been determined eligible to maximize employment opportunities that will prepare youth to effectively compete in the workforce.

**III. PROGRAM PARTICIPATION**

Eligible youth shall only be paid for actual hours of participation at the worksite and the twenty (20) hour Pre-Employment Work Readiness Training. Youth are prohibited from any overtime work assignments and shall not be requested to work overtime. Youth shall not be paid during the summer for sick, vacation, or holiday wages.

**A. Hours and Wage Rate**

The Contractor shall pay the wages of eligible youth ages 15-18 their participation in the SYEP at an hourly wage rate of **\$13.88** for a maximum **one-hundred and forty (140)** hours for work based activities and to carry over non-worked hours into the June 1, 2024 contract year but no later than August 9, 2024, until the maximum one-hundred and forty (140) hours are met.

**B. Tracking Participation**

The Contractor shall:

- Collect hard copies of sign in and out logs every two (2) weeks, which shall include the hours of participation at the employer's worksite locations to verify actual worksite participation hours for each youth.

- Maintain appropriate payroll documentation verifying issuance and receipt of payroll check via Direct Deposits (ACH Credits).

#### IV. ROLES AND RESPONSIBILITIES

The Contractor shall be responsible for Temporary Assistance to Needy Families (TANF) eligibility determination/verification, collection of all required documentation, completion of all necessary eligibility documents and maintenance of documentation.

The Contractor shall be responsible for the following, but are not limited to:

##### A. TANF Intake and Eligibility Determination:

To participate in the SYEP, up to seventy five (75) youth must be TANF eligible and meet the required program eligibility criteria listed below:

- Between the ages of 15-18;
- Is a resident of the City of Miami Gardens;
- A citizen of the United States or an eligible non-citizen who is authorized by the immigration and Naturalization Service; and
- TANF Eligible under Summer Employment Program Guidelines (TANF SYEP Eligibility Screening Form completion) (Attachment 1).

Under TANF a “family” as defined for the use of TANF funds, must include a pregnant individual or a parent with one or more minor children or a caretaker with one or more minor children. Note: Minor children means a child living at home with the parent or caretaker, or less than nineteen years of age if the child is a full-time student in a secondary school or at the equivalent level of vocational or technical training and does not include anyone who is married or divorced. TANF eligible families can be:

1. Applicants (which means that they are applying to receive cash assistance);
2. Current participants (which means they are currently receiving cash assistance);
3. Former participants and currently earning up to two-hundred percent (200%) of the poverty level;
4. Eligible families who have never been on cash assistance are TANF eligible as described above and are earning up to two-hundred percent (200%) of the poverty level; or
5. A non-custodial parent of a child who is TANF eligible.

There are two (2) purposes under TANF Summer Employment Program Guidelines:

- ✓ **Purpose 1-** To “provide assistance to needy families so that the children may be cared for in their homes or in the homes of relatives.” This might be applicable when a youth program might prevent a child’s removal from home by keeping the child in school and preventing disruptive behavior, or when a program helps a young parent keep his or her children at home.
  - ☐ In a family receiving Temporary Cash Assistance (TCA)
  - ☐ Residing in the home of a parent
  - ☐ Residing in the home of a caretaker Documentation: Florida Screens Required
- ✓ **Purpose 2-** Intended to “end the dependence of needy parents on government benefits by promoting job preparation, work and marriage.” This could apply where the youth program (such as an after-school or summer program) provides a supportive service, such as childcare, that enables the parents of its participants to work or prepare for work.

Youth’s family income does not exceed two-hundred percent (200%) of the Federal Poverty Level (FPL) Documentation:

Check all that apply:

- ☐ Tax returns
- ☐ Pay stubs (last 4 weeks)
- ☐ Employment verification form
- ☐ Unemployment benefits
- ☐ Free and/or reduced lunch
- ☐ Other: Supplemental Security Income (SSI)/Social Security Disability Insurance (SSDI), child support

**Certification**-is the process by which an individuals' eligibility for services are determined.

**Verification**-of eligibility information is required prior to enrollment in the SYEP and documentation of this verification must be contained in the youth file before services are provided. Documentation will be required to prove the youth's age, identity, citizenship, county/city residency, and TANF eligibility.

**Registration**-includes the completion of the SYEP application, verification of the information provided on the application, and determination that the applicant meets eligibility criteria established by City of Miami Gardens and set forth herein. Registration is the process of collecting information to support the determination of eligibility.

## V. PROGRAM SERVICES

The Contractor shall:

- Provide Pre-Employment Work Readiness Training.
- Accept participants referred from the SFWIB and the City of Miami Gardens who registered and meet eligibility criteria.
- Develop worksites for work experience activities internships, and perform all administrative requirements such as worksite orientation, monitoring of worksites, worksite inspections, worksite evaluations, payroll functions, supervisor and participant interviews, etc.
- Collect all required documents as set forth herein.
- Manage an internal monitoring process to ensure that services are delivered in accordance with the administrative and programmatic requirements of the SFWIB.
- Manage payroll for youth participants will be accomplished by the contractor. The Contractor shall comply with all workers' compensation laws and regulations. Coverage for workers' compensation will be supported by the State of Florida.
- Collect information on the hours worked and/or attended in work readiness training by each youth.
- Issue a payroll check via Direct Deposits (ACH Credits) to the participant and maintain appropriate payroll register/general ledger verifying issuance and receipt of the payroll check. Direct Deposits (ACH Credits) are to be issued to participants only and not to any relatives or friends.
- Strictly enforce the Child Labor Laws, if the SYEP youth is below the age of 18. Refer to the Department of labor's website for specific guidelines.
- Enroll all youth participants in the One-Stop Service Tracking System (OSST) to ensure all services are being recorded and benchmarks achieved.

## VI. PROGRAM LOCATION

The Contractor shall enroll the SYEP participants at various worksites locations within the City of Miami Gardens.

## VII. PERFORMANCE

The Contractor shall be responsible for achieving the following performance:

PERFORMANCE MEASURES	STANDARD
Determine eligibility for up to seventy-five (75) TANF eligible youth who reside in the City of Miami Gardens.	100%
Complete the required Wagner-Peyser application in EMD for up to seventy-five (75) eligible youth.	100%
Provide twenty hours (20) of work readiness training for up to seventy-five (75) eligible youth.	100%
Provide program orientation for up to seventy-five (75) eligible youth.	100%
Ensure all services are being provided and benchmarks recorded in OSST for up to seventy-five (75) eligible youth.	100%
Provide PWE to up to seventy-five (75) eligible youth.	100%

## VIII. DATA ENTRY REQUIREMENTS

The Contractor shall be responsible for entering data in the Employ Miami-Dade (EMD), which captures information on the eligibility program activities, case management and program exits, Workforce Management System (WFMS) and OSST as required by the SFWIB.

## IX. OSST DATA ENTRY

The data entry requirement for tracking TANF funded SYEP participation are as follows:

- Youth being served with TANF funds must be reviewed for eligibility prior to receiving services. To demonstrate the eligibility determination was completed, the applicable enrollment benchmark, 1 or 2, must be entered in the system with an *Actual Start Date* on or after the SYEP start date. An Eligibility or Screening form for TANF Funded Services must be completed and retained in the youth's record, along with appropriate eligibility supporting documentation. This is applicable for all youth served with TANF funds for Summer Youth Employment opportunities.  
**Note:** Eligibility determination dates and enrollment dates may differ. Once a youth is determined eligible for the SYEP, subsequent eligibility determination is not necessary if enrollment into the program does not immediately follow. ***However, a youth cannot be enrolled into the SYEP before they are determined eligible.***
- Youth eligible under TANF purpose **must have a *TANF Benchmark-1*** entered and open under the ***Service Plan*** portion of the ***Skill Development*** screen. The ***Actual Start Date*** of Benchmark-1 must reflect the **date of enrollment** in the SYEP. The ***Actual End Date*** must reflect the date the youth left the SYEP. The ***Outcome*** must reflect the reason the youth left the SYEP. The enrollment benchmark **must remain open** until the youth exists the SYEP.

If the youth is part of a family receiving TCA, program staff will use **TANF Benchmark-1** to enroll the youth. This benchmark will be used to track the number of youth in TCA homes who are enrolled in the program.

- Youth eligible under TANF purpose two **must have a TANF Benchmark-2** entered and open under the **Service Plan** portion of the *Skill Development* screen. The *Actual Start Date* of **TANF Benchmark-2** **must** reflect the date of enrollment in the SYEP. The *Actual End Date* must reflect the date the youth left the SYEP. The *Outcome* should reflect the reason the youth left the SYEP. The enrollment benchmark **must remain open** until the youth exits the SYEP.

If the youth is part of a family whose income is below 200 percent of the FPL, or free/reduced lunch program staff will use **TANF Benchmark-2** to enroll the youth. This benchmark will be used to track the number of youth whose family's income is below 200 percent of the FPL

- **TANF Benchmark 3** – use this benchmark to identify completion of:
  - Pre-employment classes or workshops;
  - Required youth orientation; and
  - Youth employability skills workshops.
- **TANF Benchmark 4** – use this benchmark to identify completion of:
  - Post-employment classes or workshops; and
  - Required employment wrap-up session.

## X. RECORDS MAINTENANCE

The Contractor shall maintain complete files for each youth who participates in the SYEP. These files must be retained after completion of the City of Miami Gardens SYEP as set forth in **Article III, Section E-File Maintenance; Section G-Public Records; Section H-Audit, Inspection and Access to Records; and Section I-Records Retention** of the Contract.

The following must be documented and shall be maintained in youth file for each participant, but are not limited to:

### 1. Eligibility Documentation:

- a. Name
- b. Address
- c. Birthdate/Age
- d. Residency/citizenship/alien status/work authorization
- e. Social Security Number
- f. Completed **TANF SYEP Eligibility Screening Form (Attachment 1)**

### 2. Work-Based Activities Documentation:

- a. Emergency Medical Treatment
- b. Sign-In and Sign-Out Log
- c. Timesheet
- d. Summer Worksite Agreement
- e. South Florida Workforce Grievance Procedure and Statewide Discrimination-Complaint Processing Information

- f. Worksite Maturity Skills Evaluation
- g. Authorization for Photography/Videos
- h. Youth Employment Program Parent Consent
- i. Authorization to Obtain Confidential Information & Permission for Release of Written Records and/or Information

## XI. ADDITIONAL REQUIREMENTS

The Contractor is responsible for assuring that the City of Miami Gardens SYEP Guidelines, TANF, and the SFWIB Programmatic and Fiscal requirements and performance standards as set forth herein.

### A. Incident Reporting

1. The Contractor shall inform the SFWIB immediately should an incident, accident or injury occurs involving the youth.
2. The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or abandonment of a child, aged person or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE) as set forth in **Article III, Section R-Abuse, Neglect and Exploitation Incident Reporting** of the Contract.

### B. Youth Educational Portal (YEP) Portal Link Created by Geographic Solutions Inc. (GSI)

1. The Contractor shall be responsible to coordinate with Geographic Solutions Inc. (GSI) to create a Youth Educational Portal (YEP) portal link. The YEP is a career exploration and pathways tool that will help participants identify, research and build the appropriate resumes necessary to enter their chosen career path. The YEP will allow the Contractor to track participants' progress relevant to the soft skills and job readiness training available through the portal. The portal can also be used to search for employment, paid and unpaid internships or graduate schools. The YEP is compatible with the state's Employ Miami-Dade (EMD) system; where the interconnectivity of the platform feeds into a single workforce system that will allow the Contractor to: (1) assist high school students obtain career and internship opportunities; (2) provide support in maintaining a virtual employment portal and; (3) provide eligible students in the community, access to full-time career employment opportunities. GSI contact information is the following:

**Earl LaForge, PMP®**

*Project Manager*

**Geographic Solutions, Inc.**

727.786.7955 | 727.786.5871 fax | [elaforge@geosolinc.com](mailto:elaforge@geosolinc.com)

1001 Omaha Circle, Palm Harbor, FL 34683 | [geographicsolutions.com](http://geographicsolutions.com)

## XII. METHOD OF PAYMENT

- A. The method of payment for services rendered under the Contract shall set forth in **Article IV, Section J-Monthly Invoicing** of this Contract.
- B. The amount payable to the Contractor shall not exceed **\$200,000.00** under this Contract. The award will cover the management of program services for the City of Miami Garden's SYEP.





**CODE OF BUSINESS ETHICS AFFIDAVIT**

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County, as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County, as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: Carmen Casella 8-3 20 24  
Signature of Affiant Date

Carmen Casella-Board President 519-218151171131  
Printed Name of Affiant and Title Federal Employer Identification Number

Adults Mankind Organization, Inc.  
Printed Name of Firm

11025 SW 84 Street, Cottage 11, Miami, FL 33173  
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 3 day of August, 20 24.

He/She is personally known to me or has presented \_\_\_\_\_ as identification.

Type of identification

[Signature]  
Signature of Notary

#182255  
Serial Number

Orestes F. Garabito  
Print or Stamp Name of Notary

Nov 19, 2025  
Expiration Date

Notary Public – State of FLORIDA



**ADMINISTRATIVE CHECKLIST FOR CONTRACT COMPLIANCE  
SELF-ASSESSMENT QUESTIONNAIRE**

Program Year: \_\_\_\_\_

Agency's Fiscal Year Ending: \_\_\_\_\_

**Agency name, address, e-mail, telephone and fax numbers:**

---

---

---

---

---

This certification is to assure South Florida Workforce Investment Board, Inc. (**SFWIB**) d/b/a CareerSource South Florida (**CSSF**) that the contracted Agency has adequate administrative procedures in place to ensure that funds disbursed by CSSF will be safeguarded as outlined in the Office of Management and Budget (OMB) Circulars and the Code of Federal Regulations (**CFR**). This certification is not a waiver concerning Administrative, Programmatic, or Quality Assurance Monitoring. CSSF reserves the right to conduct on site monitoring of contracted Agencies, as it deems necessary.

Please answer all questions by checking off the applicable box. If you need to provide additional information or cannot respond to a question, please attach an explanation on a separate page or contact CSSF Office of Continuous Improvement (**OCI**) Fiscal Unit at (305) 929-1517 or (305) 929-1528.

A letter precedes each of the items in this questionnaire as follows:

**M** = Mandatory or required item denotes items that are the minimum standards and for which full compliance is required.

**R** = Recommended item or denotes best practice items that, while not required, are considered best practice in the administration of grants.

**Please provide a brief explanation on any negative response indicated.**

## Prior Assessments & Corrective Actions

### Objective:

To determine the Agency's prior performance and its ability to implement new procedures as needed to improve management and meet contractual requirements.

**M** – Review last year's assessments of the Agency's Administration and answer the following questions:

<b>M</b> - Were the prior assessment results shared with management?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Was A Corrective Action Plan submitted by the Agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Was the Corrective Action Plan submitted on time?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Were the proposed corrective actions acceptable to the funding agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Were the corrective actions implemented?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

If Yes, when? \_\_\_\_\_

If No, please elaborate (attach additional pages as needed)

---

---

---

<b>M</b> - Did the corrective actions implemented correct the problem(s)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
---	---------------------------------	--------------------------------	---------------------------------

If No, please elaborate (attach additional pages as needed)

---

---

---

<b>M</b> - Are there any findings, areas of concerns, or other issues that need to be revisited or reviewed during the current year?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
--	---------------------------------	--------------------------------	---------------------------------

If Yes, please elaborate (attach additional pages as needed)

---

---

---

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

## Administration and Governance

### Board of Directors (BOD)

#### Objective:

To determine the capabilities, cultural competency and involvement of the Agency's BOD to serve the target populations and that their procedures follow those recognized as best practice.

<b>M</b> - Is there a complete and updated BOD list available? To be considered complete, the BOD list should include each member's position, field of expertise, direct contact information (address, phone, e-mail, and fax), gender, race, ethnicity, and expiration term of the position.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
---	---------------------------------	--------------------------------	---------------------------------

**R** - Does the membership of the BOD include expertise that would promote the proper operation of the Agency and further the goals of the program? ☐ Yes ☐ No ☐ N/A

The BOD should include individuals with experience in administration, contracts, and fiscal management. In addition, the BOD should include individuals with experience in pursuing the program goals (i.e. physician for health programs, a teacher for training programs, or child development expert for Head Start Programs)

**R** - Is the BOD ethnically representative of the populations served by the Agency? ☐ Yes ☐ No ☐ N/A

**R** - Does the Agency provide pre-service and in-service training to Board members? ☐ Yes ☐ No ☐ N/A

**R** - Does the BOD have a well-developed structure (committees)? ☐ Yes ☐ No ☐ N/A  
List the active committees and names of the members

_____	_____
_____	_____
_____	_____
_____	_____

**R** - Does the Agency have a clearly defined Strategic Plan? ☐ Yes ☐ No ☐ N/A

**R** - Does the BOD receive and review an Annual Report from the Agency's Staff? ☐ Yes ☐ No ☐ N/A

Additional Comments:

### BOD Meetings, Minutes and Resolutions

*Objective:*

*To determine the level of involvement of the Board of Directors; and that their procedures follow those recognized as best practise.*

**R** – How often does the BOD meet? (Check one) ☐ Yes ☐ No ☐ N/A

Full Board	<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-annually
	<input type="checkbox"/> Other (specify) _____	
Executive Board	<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-annually
	<input type="checkbox"/> Other (specify) _____	
Committees	<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-annually
	<input type="checkbox"/> Other (specify) _____	

Please indicate the dates of the last three (3) BOD meetings:

_____	_____	_____
-------	-------	-------

**M** - Are meeting minutes detailed and complete? ☐ Yes ☐ No ☐ N/A

**R** - Do minutes indicate that budgetary, financial, and programmatic information is presented to the board? ☐ Yes ☐ No ☐ N/A

<b>M</b> - Does an authorized representative of the BOD sign the minutes?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Are BOD resolutions properly executed and documented in the meeting minutes?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Are BOD resolutions signed by an authorized BOD representative?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Comments:

---



---



---

<b>Agency Policies</b>	
------------------------	--

*Objective:*  
*To ensure that the Agency has a set of policies that establish proper operating procedures and adherence to the law governing its operations. A well developed set of policies and procedures safeguard the Agency and its funders by clarifying expected behavior. These policies may be included in the employee manual.*

<b>M</b> - Does the Agency have a written Personnel Policy?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have an Accounting Policy and Procedures Manual?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have a written Drug-Free Workplace Policy?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have a written Equal Employment Opportunity Policy?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have written procedures to protect client confidentiality?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have a written policy regarding Nepotism?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have clear policies addressing access to public records?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have written Client Grievance procedures?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have written guidelines or a methodology to distribute incentive payments?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have a written policy regarding Conflict of Interest?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have a written Sexual & Unlawful Harassment Policy?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have a written Health Insurance Portability and Accountability Act ( <b>HIPAA</b> ) Policy, to include information related to appropriate sanctions against workforce members who violate its privacy policies and procedures or the Privacy Rule?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have a written Policy related to Florida Statute 112.3187 - the Whistleblower's Act?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Does the Agency have a written Policy to include information related to the reporting knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adults?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Additional Comments:

---



---



---

## Organizational Structure

### Objective:

Availability and familiarity with the Agency's By-Laws and Articles of Incorporation are considered best practices in the administration of a non-profit organization. In addition, a clear organizational chart provides an overview of the chain of command helpful both for the internal staff and outside reviewers.

**M** - Is the Agency registered with the State of Florida Secretary of State?

☐ Yes ☐ No ☐ N/A

**M** - Are the Agency's Articles of Incorporation available for review?

☐ Yes ☐ No ☐ N/A

**M** - Are the Agency's By-Laws available for review?

☐ Yes ☐ No ☐ N/A

**R** - Is there an organizational chart available that reflects the current organization of the Agency and provides clearly delineated chain-of-command?

☐ Yes ☐ No ☐ N/A

**R** - Is there an organizational chart for the program(s) funded and does it provide a clearly delineated chain-of-command?

☐ Yes ☐ No ☐ N/A

Additional Comments:

## Personnel

### General

#### Objectives:

These questions provide an overview of the capabilities of the Agency in managing human resources issues and establishing and following its own procedures as required by best practices.

**M** - Does the Agency have established Job Qualifications that adhere to CSSF contractual requirements?

☐ Yes ☐ No ☐ N/A

**M** - Are employee records securely stored (under lock & key)?

☐ Yes ☐ No ☐ N/A

**M** - Are Equal Employment Opportunity, Worker's Compensation, Family and Medical Leave Act, Child Labor Act, Fair Labor Standard Act, Minimum Wage, Migrant Seasonal Workers Protection, E-Verify and other mandated or relevant posters conspicuously displayed by the agency?

☐ Yes ☐ No ☐ N/A

Additional Comments:

### Personnel/Employee File

#### Objective:

To ensure that the Agency properly documents how employees are screened for a particular position, how employees are informed of the policies governing their work and how they would be evaluated. In addition, these questions seek to determine the Agency's capability to maintain required documentation and abide by requirements regarding their staff such as testing, qualifications, licenses, and training.

Select a random sample of employee files and review them to determine whether the following documentation is present and current. Note that Agencies that subcontract with individuals must keep similar files for the subcontracted individuals and those are to be reviewed following the same guidelines as personnel files.

**M** - Signed job application (resume is not sufficient) or subcontract detailing the scope of services to be provided.

☐ Yes ☐ No ☐ N/A

**Personnel/Employee File****M** - Proof of education (copies of diplomas, degrees, and/or transcripts).☐ Yes ☐ No ☐ N/A**M** - Required licenses and/or certifications (if applicable, they must be current).☐ Yes ☐ No ☐ N/A**M** - Background screening (must be renewed according to program requirements).☐ Yes ☐ No ☐ N/A**M** - Signed job description with performance standards.☐ Yes ☐ No ☐ N/A**M** - Annual Performance/Employee Evaluation.☐ Yes ☐ No ☐ N/A**M** - U.S. Citizenship and Immigration Services Form I-9/ E-Verify.☐ Yes ☐ No ☐ N/A**M** - Current W-4.☐ Yes ☐ No ☐ N/A**M** - Proof of achievement of required hours of training (i.e. Tier 1).☐ Yes ☐ No ☐ N/A**M** - Proof of receipt of the Agency's Policy & Procedures by the employees.☐ Yes ☐ No ☐ N/A

Additional Comments:

**Payroll Records***Objective:**To determine if the Agency has appropriate procedures to track the payroll costs and that these coincide with those approved by the funding agency.***M** - Does staff, including management, document their work hours through a time sheet or punch clock?☐ Yes ☐ No ☐ N/A**M** - Are time records signed by both the employee and/or the supervisor?☐ Yes ☐ No ☐ N/A**M** - Payroll Registers:- ☐ Do they include staff name, salary, hours worked, payroll period, and deductions?☐ Yes ☐ No ☐ N/A- ☐ Do they reflect employee's time allocation among programs?☐ Yes ☐ No ☐ N/A- Personnel Activity Reports (**PARs**) or equivalent forms:- ☐ Reflect an after-the-fact determination of the actual activity of each employee?☐ ☐ ☐- ☐ Account for the total activity for which employees are compensated?☐ ☐ ☐- ☐ Completed at least monthly?☐ ☐ ☐

If No, please explain. (attach additional pages as needed)

---

---

---

<b>M</b> – Do employees' positions and salaries match the budget approved by the funding agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - For employees charged to the program, does the recorded time worked matches time paid as reflected in the payroll register?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Additional Comments:

### Payroll Taxes

*Objective:*

*To ensure that the Agency is calculating and remitting all payroll taxes, including unemployment compensation, to the appropriate agencies in a timely manner.*

<b>M</b> - Are withholding and FICA taxes deposited on a timely basis and in accordance with payroll register data?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Was the Quarterly IRS Form #941 properly completed, submitted, and payroll taxes timely remitted to the regulatory agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Was the Quarterly Florida Form RT-6 properly completed, submitted and Unemployment Compensation taxes timely remitted to the regulatory agency, or RT-29 paid on time?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Is the Yearly IRS Form #990 properly completed, and filed on time	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Were all Tax or Insurance payments made on time (by due date)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
If No above, were interest and penalties assessed against the agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
If interest and penalties were assessed, were these costs allocated to any public funding source?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Additional Comments:

### Other Personnel Related Payments

*Objective: To ensure that fringe benefit payments are made in a timely manner that avoids penalties and ensures continued coverage and compliance with current regulations*

<b>M</b> – Are payments to the following made in a timely manner?			
– <input type="checkbox"/> Health Insurance Provider	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
– <input type="checkbox"/> Life Insurance Provider	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
– <input type="checkbox"/> Dental Insurance Provider	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
– <input type="checkbox"/> Vision Insurance Provider	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
– <input type="checkbox"/> Other Insurance Provider(s). Please list: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - If the Agency offers a retirement plan, are employee contributions and/or employer contribution deposited/submitted in a timely fashion?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Additional Comments:



## Fiscal

### General

*Objective:*

*To obtain a picture of the Agency's overall fiscal capabilities.*

<b>M</b> - Are internal policies and procedures as listed in the Agency's Accounting Policy and Procedures Manual followed? This can be established by interviewing staff to gauge familiarity with the manual or by choosing a sample of policies and testing adherence to it.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Review the distribution of fiscal duties (i.e. who approves the expense, who cuts the check, who mails the payment). Is the distribution of duties adequate to safeguard assets?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Chart of Accounts:			
<input type="checkbox"/> Does it include general ledger account codes, account descriptions and account status?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<input type="checkbox"/> Does it support proper allocation by having revenue and expense categories properly identified by program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<input type="checkbox"/> Does it have an unallowable cost code to properly identify unallowable costs?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Review the Agency's CAP for reasonableness (i.e. are the indirect costs charged to the program representative of the program's size as compared to others operated by the agency?). Is it in compliance with the Title 2 Code of Federal Regulations, Subpart F, and Appendix IV to Part 200?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Additional Comments:

### Bank

*Objective:*

*To ensure that the Agency has the appropriate cash flow to meet the needs of the program, that its management keeps abreast of the Agency's cash flow, and that it has taken steps to protect itself from fraudulent activities.*

<b>M</b> - Review bank statements to determine the cash flow position of the Agency.			
<input type="checkbox"/> Do bank statements reflect returned checks due to insufficient funds?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<input type="checkbox"/> Do bank statements reflect a positive balance at the end of the month?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Are bank statements reconciled monthly?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Are adjustments properly documented and explained?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Do the preparer and the immediate supervisor sign the reconciliation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> - Are checks pre-numbered?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>R</b> - Do checks have an expiration date? To limit liability, it is recommended that check be marked with an expiration date, for example "Void after 90 days." (Some funders have guidelines and requirements as to what the valid period of a check may be.) Please indicate the expiration date_____.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

**M** – Does Agency have a policy for signing checks (i.e. checks in excess of x amount require two signatures)? ☐ Yes ☐ No ☐ N/A  
Note Agency's policy: \_\_\_\_\_

**R** – Are blank checks and the specimen signature stamp stored securely (under lock and key)? ☐ Yes ☐ No ☐ N/A

**R** – Are voided checks mutilated in some manner (i.e. signature section removed, perforated)? ☐ Yes ☐ No ☐ N/A

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

## Journals & Ledgers

*Objective:*

*To ensure that the Agency has an accounting system that properly tracks all financial activities for the program.*

**M** - Does the Accounting System include these major components:

– ☐ Cash Receipts Journal? (i.e. deposit log, receipts book)

☐ Yes ☐ No ☐ N/A

– ☐ Cash Disbursements Journal? (i.e. check register)

☐ Yes ☐ No ☐ N/A

– ☐ Accounts Payable?

☐ Yes ☐ No ☐ N/A

– ☐ Accounts Receivable?

☐ Yes ☐ No ☐ N/A

– ☐ General Ledger?

☐ Yes ☐ No ☐ N/A

**M** - Are entries to journals performed in a timely manner (approximately 30 days)?

☐ Yes ☐ No ☐ N/A

**M** - Are Receipts and Disbursements reconciled monthly with the General Ledger?

☐ Yes ☐ No ☐ N/A

**M** - Are adjustments properly documented and explained (journal entries)?

☐ Yes ☐ No ☐ N/A

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

## Budget

*Objective:*

*To ensure that the Agency's expenditures match those approved by the funder and that the budget matches the needs of the program.*

**M** – Does the Agency maintain an agency-wide budget by funding source and expenditure category?

☐ Yes ☐ No ☐ N/A

**R** – Does the Agency prepare a cash-flow analysis (expenditures vs. revenues) at least quarterly?

☐ Yes ☐ No ☐ N/A

**M** – Does the Agency prepare a Budget Variance Report or otherwise track expenditures versus budgeted amounts on a regular (not more than quarterly) basis?

☐ Yes ☐ No ☐ N/A

**M** – Do expenditure rates follow those expected from the budget approved by the funder?

☐ Yes ☐ No ☐ N/A

**Budget**

If No, can the Agency explain variances or is there a plan of action to reallocate resources?

☐  
Yes☐  
No☐  
N/A

Additional Comments:

**Accounts Payable**

*Objective:*

*To ensure that payments are properly documented and that the Agency have procedures to protect its assets from unnecessary expenditures such as penalties and duplicate payments.*

Select a random number of charges from the general ledger provided and test to determine the following:

**R** – Are payments generated by an original invoice?

☐  
Yes☐  
No☐  
N/A

**M** – Do invoices detail the number of units, description, unit cost, and total?

☐  
Yes☐  
No☐  
N/A

**M** – Is payment approved by authorized staff/management?

☐  
Yes☐  
No☐  
N/A

**M** – Are invoices effectively cancelled to avoid duplicate payments? (i.e. marked "Paid")

☐  
Yes☐  
No☐  
N/A

**M** – Do check and invoice amounts agree?

☐  
Yes☐  
No☐  
N/A

**M** – Are invoices paid in a timely manner? (i.e. within 30 days)

☐  
Yes☐  
No☐  
N/A

**M** – Are cancelled or imaged checks (front and back) available?

☐  
Yes☐  
No☐  
N/A

**M** – For Tax-exempt Agencies ONLY,  
Is the Agency paying Sales Taxes?

☐  
Yes☐  
No☐  
N/A

If YES, is the Agency filing for Sales Tax refunds from the State Department of Revenue?

☐  
Yes☐  
No☐  
N/A

Additional Comments:

**Petty Cash**

*Objective:*

*To ensure that cash expenditures are only used to meet small emergency needs and that the policies governing the petty cash are designed to safeguard the assets of the program and the Agency.*

**M** – Does the Agency use a petty cash fund for any program expenses?

☐  
Yes☐  
No☐  
N/A

If No or N/A, skip this section.

If Yes, review petty cash policies and procedures for the following:

– ☐ Is the petty cash fund balanced periodically?

☐  
Yes☐  
No☐  
N/A

– ☐ Is petty cash used ONLY for small purchases in accordance with the company's policies?

☐  
Yes☐  
No☐  
N/A

– ☐ Does Agency have a policy to perform "surprise" checks on the fund?

☐  
Yes☐  
No☐  
N/A

**Petty Cash**

– ☐ Is there documentation that such policy is implemented?

☐ Yes ☐ No ☐ N/A

– ☐ Is the petty cash funding replenished ONLY by check?

☐ Yes ☐ No ☐ N/A

– ☐ Are the petty cash funds securely stored (under lock & key)?

☐ Yes ☐ No ☐ N/A

– ☐ Are the expenses authorized and signed by a person other than the custodian or person receiving money?

☐ Yes ☐ No ☐ N/A

– ☐ Is documentation available to back up the expenditures of the petty cash funds?

☐ Yes ☐ No ☐ N/A

Additional Comments:

**Documentation Protocols**

*Objective:*

*To ensure that the Agency has policies in place to protect itself and its clients by safeguarding its documentation and storing it as required by law.*

**M** – Does the Agency have a policy to maintain and store documentation as required by law and the individual funders?

☐ Yes ☐ No ☐ N/A

Note that each program, funder, and the IRS have different storage requirements. In addition, fiscal documentation and client files may have different storage requirements under the same contract. When documents fall in more than one category, they must be stored for the longest period required.

**M** – Does the Agency have policies to safeguard client confidentiality?

☐ Yes ☐ No ☐ N/A

**M** – Are hard copy files kept under lock and key?

☐ Yes ☐ No ☐ N/A

Additional Comments:

**Electronic Recordkeeping**

**M** – Does the Agency have Electronic Recordkeeping Policies & Procedures?

☐ Yes ☐ No ☐ N/A

**M** – Do Electronic Recordkeeping Policies & Procedures include a narrative of the system, location and media in which electronic records are maintained and retention requirements? (F.A.C. Rule 1B-26.003 – Electronic Recordkeeping)

☐ Yes ☐ No ☐ N/A

**M** – Do the Agency's electronic recordkeeping systems meet state requirements for public access to records in accordance with F.S. 119 – Public Records and 501.171 – Security of Confidential Information?

☐ Yes ☐ No ☐ N/A

**M** – Does the Agency back-up electronic records on a regular and consistent basis in accordance with F.A.C. Rule 1B-26.003 – Electronic Recordkeeping? Is it documented?

☐ Yes ☐ No ☐ N/A

– Is it performed by a third party?

☐ Yes ☐ No ☐ N/A

<b>M</b> – Are electronic records stored in accordance with F.A.C. Rule 1B-26.003 – Electronic Recordkeeping? (i.e. away from magnetic fields, including generators, elevators, transformers, loudspeakers, microphones, headphones, magnetic cabinet latches and magnetized tools)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Are electronic records labelled in accordance with F.A.C. Rule 1B-26.003 – Electronic Recordkeeping? (Should include at minimum: name of organizational unit responsible for the data, system title, special security requirements/restrictions on access and software used at time of creation.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Are the users of electronic recordkeeping systems sufficiently trained in the operation, care, and handling of the equipment, software, and media used in the system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Are the electronic records scheduled for destruction disposed of in a manner that ensures any information that is confidential or exempt from disclosure, including proprietary or security information cannot practicably be read or re-constructed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Are computerized records password protected?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

## Procurement

*Objective:*

*To ensure that materials and services purchased with grant funds are properly reviewed and approved and are utilized by the program incurring the expense. In addition, practices such as using products with recycled materials support socially desirable causes.*

<b>M</b> – Does the Agency have written procurement policies (may be part of the Fiscal or Administrative Policy & Procedures manual), including emergency purchasing procedures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Do the policies require written quotes for purchases? Please specify the qualifying characteristic that, according to agency policies, triggers the need for written quotes (i.e. amount, type of equipment, sub-contract, etc.):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Do purchase orders clearly identify the program/center for which the purchase is being made?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>R</b> – Do purchases require the approval of management?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Additional Comments:

## In-Kind Contributions

*Objective:*

*To identify the Agency's efforts in collaboration and ensuring that in-kind requirements for each funding source are met and do not conflict with each other.*

*To ensure that in-kind contributions are utilized in accordance with the intention of the contributor.*

<b>M</b> – Does the Agency receive in-kind contributions? If No or N/A, skip this section. If Yes, review for the following:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>M</b> – Does the Agency have procedures in place to record receipt of in-kind contributions (materials, services or cash)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

<b>M</b> – Are in-kind contributions properly allocated to the program for which they are made?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Are in-kind contributions utilized in accordance with the intent of the contributor?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Are contributions reasonably valued?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Are in-kind contributions reported to funders appropriately and accurately?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Are the procedures utilized by the Agency sufficient to ensure that contributions are only reported once?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Additional Comments:

### Travel Expenses

*Objective:*

*To ensure that travel expenses are properly reviewed and approved and that reimbursement procedures comply with best practices and single audit requirements in accordance with the Florida Statute, Chapter 112, Sub-chapter 112.061.*

<b>M</b> – Does the Agency have policies and procedures in reference to staff travel?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Does out-of-town travel require prior approval by appropriate management staff and funding source?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Are travel expense reimbursement requests properly documented with original invoices, boarding passes, receipts, maps, and other documentation as applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Is the Agency using appropriate rates for items that have a fixed reimbursement rate such as per diem or mileage rates?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Do forms used to claim local travel reimbursement provide at least the following:			
– <input type="checkbox"/> Odometer reading for trip starts and finish.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
– <input type="checkbox"/> Destination (including name and address)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
– <input type="checkbox"/> Purpose/Reason	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
– <input type="checkbox"/> Statement signed by employee that report is true and accurate	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
– <input type="checkbox"/> Supervisor approval	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Additional Comments:

### Program Revenues

*Objective:*

*To ensure that revenues generated through CSSF programs are properly managed and re-invested in a manner consistent with the intent of the funder.*

<b>M</b> – Does this program generate revenues? If No or N/A, skip this section.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
If Yes, review procedures to determine the following:			
– <input type="checkbox"/> Does the Agency have procedures for collection of such revenue (i.e. fees, interests)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
– <input type="checkbox"/> Are revenues promptly deposited in the bank account of the program (within 48 hours)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

- |   |                                 |                                |                                 |
|---|---------------------------------|--------------------------------|---------------------------------|
| - <input type="checkbox"/> Does the Agency prepare a periodic (monthly or quarterly) revenue flow report?                               | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| - <input type="checkbox"/> Are these revenues re-invested in program activities or otherwise expended as allowed by the program funder? | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| <b>R</b> - Does the agency reconcile reimbursements received from funders against the amounts billed?                                   | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |

Additional Comments:

## Property

*Objective:*

*To ensure that the Agency properly documents, tracks, and safeguards the fixed assets purchased with public funds.*

Perform only if the Agency has been funded, in current or prior funding cycles, for fixed assets such as equipment, building, or building improvements. This test includes fixed price contracts where rates were based on calculations that included capital expenditures.

**M** – Does the fixed asset register include the following information and is signed and dated by the preparer:

- |   |                                 |                                |                                 |
|---|---------------------------------|--------------------------------|---------------------------------|
| - <input type="checkbox"/> Description of the equipment   | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| - <input type="checkbox"/> Manufacturer's serial number, model number, or other identification number | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| - <input type="checkbox"/> Acquisition date and unit acquisition cost                                 | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| - <input type="checkbox"/> Funding source that holds the title  | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| - <input type="checkbox"/> Location and condition of the equipment                                    | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| - <input type="checkbox"/> Custodian of the equipment   | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |
| - <input type="checkbox"/> Disposition data, including date and method of disposal                    | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | <input type="checkbox"/><br>N/A |

**M** – Is a physical inventory taken and recorded on an annual basis? ☐  
Yes ☐  
No ☐  
N/A

**M** – Perform a physical inventory of a sample drawn from the fixed assets register. Do they agree? Note any discrepancies. ☐  
Yes ☐  
No ☐  
N/A

**M** – Are fixed assets being used in accordance with funding intent? ☐  
Yes ☐  
No ☐  
N/A

**M** – Do disposal procedures include prior approval from funder? ☐  
Yes ☐  
No ☐  
N/A

**M** – Does the agency have a written fixed assets policies and procedures? ☐  
Yes ☐  
No ☐  
N/A

Additional Comments:

## Licenses & Accreditation

*Objective:*

*To ensure that the Agency has received the appropriate licenses and such to meet the needs of the program and comply with local, state, and federal statutes.*

**M** – Are occupational licenses current and appropriate for the use? ☐  
Yes ☐  
No ☐  
N/A

**M** – Do inspection reports show any areas of concern or non-compliance? ☐ Yes ☐ No ☐ N/A

If Yes, has the Agency taken steps to correct these areas? ☐ Yes ☐ No ☐ N/A

If No, please elaborate: \_\_\_\_\_

**M** – If the services offered require special operational licenses, are they current and appropriate? ☐ Yes ☐ No ☐ N/A

**M** – Required Licenses:

_____	Expiration_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
_____	Expiration_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
_____	Expiration_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
_____	Expiration_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

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

\_\_\_\_\_

\_\_\_\_\_

<b>Insurance</b>	
------------------	--

*Objective:*  
*To ensure that the Agency has adequate insurance to cover its risk exposure in a manner that ensures continued operations regardless of lawsuits or catastrophes.*

**M** – Review the Agency's Accord Form to determine which policies are in place. The Agency should have the following:

- ☐ Commercial General Liability - Company Rating: \_\_\_\_\_ ☐ Yes ☐ No ☐ N/A  
Expiration Date: \_\_\_\_\_ Amount: \_\_\_\_\_
- ☐ Property (only if capital equipment exists) - Company Rating: \_\_\_\_\_ ☐ Yes ☐ No ☐ N/A  
Expiration Date: \_\_\_\_\_ Amount: \_\_\_\_\_
- ☐ Worker's Compensation - Company Rating: \_\_\_\_\_ ☐ Yes ☐ No ☐ N/A  
Expiration Date: \_\_\_\_\_ Amount: \_\_\_\_\_
- ☐ Automobile Liability - Company Rating: \_\_\_\_\_ ☐ Yes ☐ No ☐ N/A  
Expiration Date: \_\_\_\_\_ Amount: \_\_\_\_\_
- ☐ Professional Liability Insurance - Company Rating: \_\_\_\_\_ ☐ Yes ☐ No ☐ N/A  
Expiration Date: \_\_\_\_\_ Amount: \_\_\_\_\_
- ☐ Director's & Officers - Company Rating: \_\_\_\_\_ ☐ Yes ☐ No ☐ N/A  
Expiration Date: \_\_\_\_\_ Amount: \_\_\_\_\_
- ☐ Fidelity Bond - Company Rating: \_\_\_\_\_ ☐ Yes ☐ No ☐ N/A  
Expiration Date: \_\_\_\_\_ Amount: \_\_\_\_\_

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

\_\_\_\_\_



## Credit Card Transactions

### Objective:

To ensure that the policies governing the use of corporate credit cards are designed to safeguard the assets of the program and the Agency and not used to circumvent normal purchasing policies.

Complete this section if corporate credit cards have been issued in the Agency's name:

<b>M</b> – Does the Agency perform monthly account reconciliation for all credit card accounts?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Are original receipts attached to the statement?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Review the number, size, and type of transactions. Are they reasonable and do not circumvent normal purchasing policies and controls?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Does the Agency have a written agreement with employees who are issued a corporate credit card? If Yes, answer the following:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
– <input type="checkbox"/> Does the agreement require the employee to submit original receipts for expenses charged to the card?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
– <input type="checkbox"/> Does the agreement require that the employee return the card at the end of employment or at any time prior to separation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
– <input type="checkbox"/> Does the agreement include provisions to ensure that employees pay for personal items or other non-allowable expenses charged to the credit card?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Does the Agency maintain a list of who has been issued credit cards and their corresponding credit card number?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Are corporate credit cards that are loaned to employees controlled through a log or some other mechanism, indicating date loaned, person's name, purchase amount, and description, and date returned.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>M</b> – Does the agency have written credit card policies and procedures governing the credit cards? If applicable.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Additional Comments:

**DECLARATIONS - TO BE COMPLETED BY ALL CONTRACTORS**

1. Please provide a complete accounting of all transactions of business completed during the past twelve (12) months between your Agency and other entities or businesses owned or controlled by members of the Board of Directors and / or senior management. Please provide copies of representative invoices for these transactions and describe what steps were taken to ensure that the amounts paid were reasonable and competitive.

---

---

---

---

---

2. Are there any Board Members employed by any business or entity that has conducted any financial transactions with your Agency during the past twelve (12) months? If so, please provide an accounting and copies of representative invoices for these transactions; also explain what steps were taken to assure that the amounts paid were reasonable.

---

---

---

---

---

3. Please list all civil litigation pending against your Agency. If applicable, include a statement as to the amount of each claim, and whether the potential loss would be covered by insurance.

---

---

---

---

---

4. Has there been any change in structure / operations of your Agency over the past year? If yes, please describe in detail.

---

---

---

---

---

5. Has there been any client grievances / complaints filed against your Agency? If yes, what was the nature of the grievances, dates, and other pertinent information? Explain in detail.

---

---

---

---

---

**CERTIFICATION:**

**I hereby certify that the answers provided in this self-assessment document are true and accurate to the best of my knowledge. I understand that falsification or misrepresentation of any form on any question is considered a breach of contract, which may lead to the immediate termination of all contracts with SFWIB d/b/a CSSF.**

\_\_\_\_\_  
Signature – President/Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name – President/Executive Director

\_\_\_\_\_  
Signature - Chairperson of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name - Chairperson of the Board

\_\_\_\_\_  
Signature - Controller/Fiscal Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name - Controller/Fiscal Director

## DEFINITIONS

**Administrative Cost:** Costs that are associated with the overall management and administration of the program and are not related to the provisions of services to participants.

**Adult Basic Education:** Adult Basic Education (ABE) programs serve individuals whose skills are less than ninth-grade-level or who have limited English proficiency. ABE Programs offer help with reading, writing, math, ESL, and other skills that can be used in the workforce.

**Adult Education:** Services or instruction below post-secondary level for students who (a) have attained 16 years of age; (b) are not enrolled or required to be enrolled in secondary school under State law; and (c) (1) lack sufficient mastery of basic educational skills to enable the learners to function effectively in society; (2) do not have a secondary school diploma or its recognized equivalent, and have not achieved an equivalent level of education; or (3) are unable to speak, read, or write the English language.

**Adult Mentoring:** The process of matching an adult advisor with a youth participant in order to assist the youth in successfully completing services for a minimum duration of twelve (12) months. The role of a mentor may also include assisting the youth in transitioning into employment with the ultimate aim of job retention. It is one of the fourteen required youth program elements.

**Advanced Training:** An occupational skills employment/training program, not funded under Title I of the WIOA, which does not duplicate training received under Title I. Includes only training outside of the One-Stop system (WIOA and partners), i.e., training following exit.

**Aging Out of Foster Care:** Youth aging out of foster care are those individuals that at age 18, are no longer eligible for adult supervised care.

**Alien:** A foreign-born person who has not qualified as a citizen of the country. Aliens may be residents or non-residents of the United States.

**Allowable Costs:** Those costs which are necessary, reasonable and allowable under applicable Federal, state and local law for the proper administration and performance of the services to be provided under this Contract. The Contractor payments or reimbursements under this Contract are for allowable costs only.

**Alternative Education:** A student need based school or program that is an alternative to the school in which the student would normally attend.

**Amendment:** See Modification.

**Applicant:** Applicants are those persons seeking services under the youth program, who have filed a completed application and for whom a formal eligibility determination was made, where applicable.

**Apprenticeship Training:** A formal process by which individuals learn their jobs through a combination of classroom instruction and On-the-Job Training (OJT) from a skilled expert in their specific job.

**Assessment:** The process of evaluating a participant to determine basic academic skills, work and job readiness skills, computer literacy, career interests and aptitudes, personal strengths and challenges and support service needs. Also, the process of gathering, combining and evaluating a variety of information used to make a career or employment related decision with a participant. The goal is to accurately evaluate the youth in order to develop an appropriate service strategy to meet the individual needs.

**Audit:** A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Contractor's financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with.

**Background Screening:** Search of an individual's criminal records. A background check may include the search of driving records, former employer references, and character references. Background screenings shall comply with all

applicable federal, state and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel.

**Barriers to Employment:** A physical condition or personal circumstance that makes it hard to find or keep a job. Any demonstrated characteristics of a youth that interferes with his/her ability to participate in the labor market arena or prohibits their opportunities for employment and/or promotion.

**Basic Skills:** Essential academic and personal abilities that enable a person to succeed in school and the workplace. Traditional referred to as basic education skills - reading, writing, and arithmetic. In recent years, educators and employers have expanded the definition to include a number of cognitive and interpersonal abilities, including the capability to think and solve problems, communicate information in oral, written, and electronic forms, work effectively alone and in teams, and take personal responsibility for self-development. Individuals with the *lowest* skill levels for services to adults (16 and over) with limited basic skills.

**Basic Skills Deficient:** The term BSD means, with respect to an individual – (20 CFR §681.290)

Who is a youth, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or who is a youth, or adult, that the individual is unable to compute, or solve problems, or read, write or speak English, at a level necessary to function on the job, in the individual's family, or in society

**Basic Skills Goal:** A goal that once attained will demonstrate a measurable increase in basic education skills that include reading comprehension, math computation, writing, speaking, listening, problem solving, reasoning, and the capacity to use these skills.

**Below Grade Level:** Educational attainment that is one or more grade levels or credits below the grade level appropriate to the age of the individual.

**Business Day:** A regular workday, Monday through Friday, from 8:00 a.m. to 5:00 p.m. local time in Miami, Florida other than Saturday, Sunday, or a holiday recognized by the SFWIB.

**CareerSource centers:** Florida's One-Stop centers. The cornerstone of the workforce system, a center that delivers unified training, education, and employment programs and services into a single, customer-friendly system within each community.

**Career Counseling:** The process of increasing a youth's awareness and understanding of the relationship between the youth's interests, aptitudes, current skill level and knowledge and the range and requirements of career options that are available to the youth.

**Career Exploration:** Career exploration is designed to provide some in-depth exposure to career options. Activities may include identifying potential careers through the study of career opportunities in particular fields, job shadowing and internships and other work experiences, career fairs, field trips to employer's place of business and review of local labor market information.

**Career Exposure:** Activities that provide actual work experience connecting classroom learning to work.

**Career Ladder:** A group of related jobs or occupations linked together by common or complementary skills that provide workers with career advancement opportunities and employers with a pipeline of trainable employees.

**Career Pathways:** Career Pathway.—the term “career pathway” means a combination of rigorous and high quality education, training, and other services that enable individuals to secure industry relevant certification and obtain employment within an occupation and ultimately advance to higher levels of future education and employment; youth service providers must take the following into consideration when completing an objective assessment and when creating a youth's ISS plan; every Individual Service Strategy plan must have a career pathway identified, that..

- a) aligns with the skill needs of industries in the economy of the State or regional economy  
Involved;
- b) prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the National Apprenticeship Act;
- c) includes counseling to support an individual in achieving the individual's education and career goals;

- d) includes, as appropriate, education offered concurrently with and in the same context as Workforce preparation activities and training for a specific occupation or occupational cluster;
- e) organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- f) enables an individual to attain a secondary school diploma or its recognized equivalent, and at least 1 recognized postsecondary credential; and
- g) Helps an individual enter or advance within a specific occupation or occupational cluster.

**Career Planner:** One-on-one assistance and career counseling, Individual Employment Plans jointly developed by the participant to identify job search goals and needed services. Merged core services and intensive services with no service sequence to most effectively serve participants to ensure access to necessary workforce innovation opportunity activities and support and completion of the program.

**Career Planning:** Structured exercise undertaken to identify one's objectives, marketable skills, strengths and weakness.

**Certificate:** A certificate is a document that is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. Certificates are awarded a state educational agency or a state agency responsible for administering vocational and technical education within a state, an institution of higher education described in section 102 of the Higher Education Act, a professional, industry or employer organization using a valid and reliable assessment of an individual's knowledge, skills and abilities, a registered apprenticeship program, Job Corps centers that issue certificates, a public regulatory agency, i.e., FAA certification, state certified asbestos inspector.

**Case Management:** The provision of a client-oriented approach in the delivery of services, designed to prepare and coordinate comprehensive educational and employment plans for participants to ensure access to necessary workforce investment activities and support services and successful completion of the program.

**Citizen, U.S.:** All persons born in the United States, or whose parents are U.S. Citizens, or who have been naturalized by the U.S. Government.

**Classroom Training:** Academic and/or occupational training conducted in an institutional setting.

**Code of Federal Regulations (CFR):** A codification of general and permanent rules/regulations that have been compiled by the Office of the Federal Register and is divided into fifty (50) titles, which cover broad areas subject to Federal regulation.

**Co-Enrollment:** The state of being a participant in two or more programs at the same time period.

**Collaboration:** A mutually beneficial alliance of groups/agencies that come together to achieve common goals.

**Community Based Organization (CBO):** A non-profit organization that originates and is developed locally to serve the needs of the community in which it is based. Services provided are varied and can include health, education, housing, and employment training. A Community Based Organizations is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce investment.

**Competency:** A performance standard to be attained in a specific area. Each area has an established set of competencies participants are to attain to meet the certification requirements for each activity in which they are enrolled.

**Competency-Based Education:** An outcomes-oriented approach in which student mastery of learning outcomes is assessed and certified through observational methods, such as task performance, exams, demonstrations, or other direct measures of proficiency. Credentials are awarded based on the mastery of specific competencies as demonstrated through performance-based assessments.

**Comprehensive Guidance and Counseling Services:** Comprehensive Guidance and Counseling Services provide individualized counseling to participants, which includes, substance and alcohol abuse counseling mental health counseling and referral to partner programs, as appropriate.

**Computer:** An internally programmed, automatic device that performs data processing. Refers to the desktop and laptop computers that most people use. When referring to a desktop model, the term "computer" as used herein refers to the motherboard, CPU, memory (or RAM), hard drive, video card, monitor, keyboard, mouse, and all other components attached and/or contained within the case.

**Computing Devices:** Machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information (2 CFR Part 200.20).

**Contextualized Learning Strategies:** Instruction that embeds traditional academic content (*e.g.*, reading, writing, mathematics) within a context that is meaningful to students' daily lives and/or interests; real-world experiences are integrated into the curriculum, and knowledge, skills, and abilities are developed in the context in which they will be used.

**Continuous Improvement:** Commitment to improving performance using a team approach to decision-making using systematic collection and analysis of performance data.

**Contract Management:** Includes activities that provide reasonable assurance that the contractor complies with the terms, conditions and other performance requirements of the contract; includes the monitoring and analysis of information to determine if performance is consistent with the contract provisions.

**Contractor:** The organization that enters into a contract with the SFWIB.

**Cost Allocation Plan:** A plan that identifies and distributes the cost of services, departments and/or functions according to benefits received. It is a means to substantiate and support how shared costs of a program are charged to a particular cost category.

**Cost Reimbursement Contract:** This is an agreement format that provides for the reimbursement of all allowable costs that have been identified and approved in the contract budget; contractors must maintain documentation sufficient to support the costs. This contract provide for payment of allowable incurred costs, to the extent prescribed in the contract. These contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed (except at its own risk) without the approval of the contracting officer.

**Credential:** A credential is defined as a nationally recognized degree or certificate or state/locally recognized degree or certificate. Credentials include, but are not limited to a high school diploma, GED or other recognized equivalents, post-secondary degrees/certificates, industry recognized skill certificates and licensure or other industry recognized certificates. State recognized or regulated licenses or certificates shall also be included covering positions such as nursing, cosmetology, teaching, police or corrections as well as a wide variety of other positions and skill sets.

**Credential Attainment:** The percentage of those participants enrolled in an education or training program (excluding those in On-the-Job Training (OJT) and customized training) who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program. A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program.

**Credential Rate:** The number of older youth who exit and are employed, enrolled in post-secondary education or advanced training in the first quarter after exit and received a credential by the end of the third quarter after exit divided by the number of youth who exit during the same period. Credentials can be obtained while a person is still participating in services and up to a year following exit.

**Customer Satisfaction:** This measure is designed to assess the level of satisfaction experienced by customers who participate in the SFWIB program.

**Data:** A representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions. Data may be in any form, in storage media or stored in the memory of the computer or in transit or presented on a display device.

**Data Collection:** The collection and recording of information pertinent to the contract, including but not limited to participant and employer demographics, services and outcome data information.

**Data in Transit:** Data being transferred via the following, but not limited to, networks (e.g. the Internet), mobile telephones, wireless microphones, wireless intercom systems, Bluetooth devices, etc.

**Data Storage:** The act of saving electronic, audio/visual, oral, and written information to an electronic or conventional location for archival purposes.

**Data Transmission:** The act of sending electronic, audio/visual, oral, and written information to a specified location(s).

**Date of Participation:** Represents the first day, following a determination of eligibility, that the participant begins receiving a service funded by the program.

**Department of Children and Families (DCF):** The Florida state agency that provides various social services to assist groups including the following: Children, Adults, Refugees, the Homeless, Disabled individuals, the Elderly and Domestic Violence/Human Trafficking Victims.

**Department of Economic Opportunity (DEO):** The Florida State agency that administers funds and programs from the U. S. Department of Labor and Health and Human Services.

**Dependent:** One who relies upon another person for support.

**Diploma or Equivalent:** Number of younger youth who attained secondary school diploma or equivalent by the end of the first quarter after exit divided by the number of younger youth who exit during the same period (except for those still remaining is secondary school at exit). Youth ages 14-18 Diplomas or Equivalent Attainment Rate – This measure monitors the total number of participants who enter the WIOA youth program, receive services prior to the age of 19 and obtain a diploma.

**Disabled Youth:** A youth who has a physical (motion, vision, hearing), emotional/behavior disorder (including substance abuse) or mental (learning or developmental) impairment which substantially limits the youth's major life activities or has a record of such impairment, or is regarded as having such an impairment, but which does not result in substantial impediment to employment. Or, the youth may have a disability, which is an impediment to employment.

**Disabilities:** The 1990 Americans with Disabilities Act defines individuals with disabilities as including any individual who: (1) has a physical or mental impairment that substantially limits one or more of the major life activities of that individual; (2) has a record of an impairment described in paragraph (1); or (3) is regarded as having an impairment described in paragraph (1). This definition includes any individual who has been evaluated under Part B of the Individuals with Disabilities Education Act and determined to be an individual with a disability who is in need of special education and related services; and any individual who is considered disabled under section 504 of the Rehabilitation Act of 1973. At the secondary level, counts of disabled students are typically based on whether a student has an Individualized Education Plan (IEP). At the postsecondary level, counts of disabled students are typically based on student self-reports of disabling conditions.

**Documentation:** The physical evidence that is obtained during the verification process, including written confirmation by an authorized agency or organization of one or more WIOA eligibility criteria, and which reflects the individual's status as of the date of registration for such eligibility criteria. Such evidence would be hard copies of documents, completed telephone/documents inspection forms and signed self-certification statement.

**DUNS:** "Data Universal Numbering System (DUNS) number", means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

**Earning Gains:** A performance measure that is used to monitor the average gain in earnings of WIOA youth participants age 19-24 after entering employment. Of those older youth who are employed in the first quarter after exit and who are not enrolled in post-secondary education or advanced training in the third quarter after exit. Total post-program earnings minus pre-program earnings divided by the number of older youth who exit during the same period.



**Economically Disadvantaged:** An individual who received an income, or is a member of family that received a total of family income, that, in relation to family size, does not exceed the higher of the poverty line; or seventy percent (70%) of the lower living standard income level.

**Educational Functioning Level:** The six Adult Basic Education (ABE) and six English as a Second Language (ESL) levels describe sets of skills and competencies that participants entering at that level demonstrate in the areas of reading, writing, numeracy, speaking, listening, functional and workplace skills. Participants are placed in levels based on their performance on standardized tests.

**Educational Gain:** An increase in the educational functioning level of an individual as evidenced by the score attained in a post-test as compared to the score attained in a pre-test administered at entry into the program.

**Electronic Data Systems:** See Information Technology Systems.

**Eligible Provider:** The term “eligible provider”, used with respect to: 1) Training services, means an organization, such as a public or private college and university, or community-based organization whose application has been approved for the State list of training services as identified under section 122 (e) (3) of the Act; 2) Intensive services, means a provider who is identified or awarded a contract as described under section 134 (d) (3) (B) of the Act; 3) Youth activities, means a provider who is awarded a grant or a contract under section 123 of the Act; or 4) Other workforce investment activities, means a public or private entity selected to be responsible for such activities, such as a one-stop operator designated or certified under section 121 (d) of the Act.

**Eligible Training Provider List (ETPL):** A statewide collection of providers that are approved to give services through the One-Stop system. These lists contain consumer information, including cost and performance information for each of the providers, so that participants can make informed choices on where to use their Individual Training Accounts.

**Employment and Training Administration (ETA):** Department of Labor (DOL)-Employment and Training Administration, the part of DOL with direct responsibility for WIOA programs.

**Eligibility:** The process used to obtain information about an applicant’s eligibility status at the time of registration and to identify and evaluate information, which are necessary for the participant’s eligibility determination for WIOA and/or TANF services. At the time of enrollment, a participant must be a legal U.S. resident, between the ages of 14 through 24. If the participant is a male and 18 or older, he must also be registered with the Selective Service.

**Emancipated Minor/Youth:** A youth, age 16-17, whose parents have entirely surrendered the right to the care, custody and earnings of such minor, no longer are under any duty to support or maintain such minor, and/or have made no provision for the support of such minor.

**Employ Miami-Dade (EMD)/Employ Monroe (EM):** Formerly Employ Florida (EF). EMD/EM is a powerful on-line labor exchange tool which connects employers to jobseekers while providing access to workforce tools, resources and local workforce experts. The site offers job listings posted by CareerSource centers or employment providers and also uses “spidering” technology to capture openings from recruiting pages of company websites throughout the state.

**Employability Skills:** Also referred to as Job Readiness Skills, Soft Skills, or Work Readiness Skills; a set of skills and behaviors that are necessary for any job such as, social competence, job seeking and interview skills, workplace norms, conflict resolution, and communication skills, to name a few.

**Employed at Participation:** An individual employed at the date of participation is one who: did any work at all as a paid employee on the date participation occurs (except the individual is not considered employed if: a) he/she has received a notice of termination of employment or the employer has issued a Worker Adjustment and Retraining Notification (WARN) or other notice that the facility or enterprise will close, or b) he/she is a transitioning service member; did any work at all in his/her own business, profession, or farm; worked 15 hours or more as an unpaid worker in an enterprise operated by a member of the family; or was not working, but has a job or business from which he/she was temporarily absent because of illness, bad weather, vacation, labor-management dispute, or personal reasons, regardless of whether paid by the employer for time off, and regardless of whether seeking another job.

**Employed in Quarter after Exit:** An individual is considered employed if Unemployment Insurance (UI) wage records for the quarter after exit show earnings greater than zero. UI wage records will be the primary data source for tracking

employment in the quarter after exit. When supplemental data sources are used, individuals should be counted as employed if, in the calendar quarter after exit, they did any work at all as a paid employee.

**Enrollee/Eligible Youth:** A youth who has been deemed eligible and is formally enrolled in the youth program. An individual who is not less than age 14 and not more than age 24, low-income, with one or more of the following categories: deficient in basic literacy skills, a school dropout, homeless, a runaway, or a foster child, pregnant or a parent and/or an offender.

**English Language Learner:** An individual who has limited ability in reading, writing, speaking, or comprehending the English language, and (1) whose native language is a language other than English; or (2) who lives in a family or community environment where a language other than English is the dominant language (often capitalized as English Language Learner or abbreviated to ELL).

**Enrollment Date:** The point at which the administrative registration process is completed and the first service commences. The first service could be an individual assessment and the development of an individual service strategy. The date on which an individual began to receive program services after initial screening for eligibility and suitability.

**Entrepreneurial Skills Training:** Entrepreneurial Skills Training provides the basics of starting and operating a small business. This training helps youth develop the skills associated with entrepreneurship and the gig economy, such as the ability to take initiative, creatively seek out and identify business opportunities, develop budgets and forecast resource needs, understand various options for acquiring capital and the trade-offs associated with each option, and communicate effectively and market oneself and one's ideas.

**Evaluation:** A systematic and organized review of gathered documentation, details, evidence and other information to determine the validity, accuracy, standing and merits and/or deficiencies of its content.

**Exclusions:** Participants who exit from services because they are incarcerated, institutionalized, deceased, or have a family care/health/medical condition that prevents them from participating in services, are relocated to a mandated program; or are a reservist called to active duty should be excluded from the performance measures for their appropriate funding stream as well as the customer satisfaction surveys.

**Exit:** Determined as follows: a participant who has a date of case closure, completion or known exit from WIOA funded or non-WIOA funded partner services within the quarter (hard exit) or a participant who does not receive any WIOA funded or non-WIOA funded partner service for ninety days and is not scheduled for future services except follow-up services (soft exit). The separation of a participant exiting the youth programs, which can either, be a positive or negative exit. This individual is no longer receiving employment, training or services funded under WIOA.

**Exit Date:** The last date of which WIOA funds or partner services are received by a participant, excluding follow-up services. For so-called "soft exits", date of exit is the last day of actual services and not the date of the end of the 90 day period of inactivity.

**Exit Quarter:** Represents the calendar quarter in which the date of exit is recorded for the participant. Quarter in which the last date of service (except follow-up services) takes place.

**Faith Based Organization (FBO):** Organization whose founding, governance, or membership is derived from a religious institution or religiously-affiliated entity.

**Family:** The term "family" means two or more persons related by blood, marriage, or decree of court, who are living in a single residence, and are included in one or more of the following categories:

- A husband, wife and dependent children;
- A parent or guardian and dependent children;
- A husband and wife.

For purposes of this definition:

- A step-child or a step-parent is considered to be related by marriage;

- One or more persons not living in the single residence but who are claimed as a dependent on the family's most recent federal income tax return will be presumed to be, unless otherwise demonstrated, a member of the family.

**Family Income:** All income received by all members of the family during the six-month period prior to application/registration, annualized by multiplying the six-month income by two (6 month income x 2). The composition of the family is determined as of the date of the application/registration. Therefore, the income of prior family members who may have comprised part of the family during the past six months, but are no longer members of the household (i.e., divorced, separated or deceased spouse, or other family member) would not be counted for income determination purposes. Only the income of members of the current family should be counted and applied against the current family size.

**Family of One:** The following may be considered a family of one for the purpose of determining eligibility: An adult or youth with a physical, mental, learning, or emotional/behavioral disability. (This includes substance abuse. The disability must be documented if pertinent to eligibility).

- An individual 14 years of age or older not living with his/her family and receiving less than fifty percent (50%) of his/her maintenance from the family.
- An individual 18 years of age or older living with his/her family who received less than fifty percent (50%) of his/her maintenance from the family and is not the principal earner nor the spouse of the principal.

**Family Size:** The maximum number of family members during the income determination period. For a separated or divorced applicant, income shall be pro-rated depending on the length of time during the last six months the applicant lived with the other wage earner. The "actual" family size is the actual number of members in the family without regard to an eligibility test. The "eligible" family size refers to the number in the family for income eligibility purposes. For instance, a disabled child living with his or her parents can be considered a "family of one" under current guidelines.

**Financial Literacy:** Supporting the ability of participants to create household decisions budgets initiate savings plans and make informed financial about education, retirement, home ownership wealth building other savings goals. Supporting the ability to manage spending, credit and debt, including credit card debt, effectively, increasing awareness of the availability and significance of credit reports and credit scores in obtaining credit, including determining their accuracy (how to correct inaccuracies in the reports and scores) and their effect on credit terms supporting the ability to understand, evaluate and compare financial products, services and opportunities and supporting activities that address the particular financial literacy providing the support through the development, distribution of multilingual financial literacy and education material.

**Five Percent (5%) Exception:** Up to five percent (5%) of youth participants served by youth programs may be individuals who do not meet the income criterion for eligible youth provided that they are within one or more of the following categories: school dropout, basic skills deficient, one or more grade levels below the grade level appropriate to the individual's ages, pregnant or parenting, possess one or more disabilities, homeless, runaway, offender or face serious barriers to employment as identified by the Local Board.

**Follow-up Services:** Follow-up services are provided to youth after program exit and support youth development, retention and advancement in long-term employment and educational placements. Follow up services for youth may include: leadership development and support service activities, regular contact with a youth participant's employer, assistance in securing better paying jobs, career development and further education, support groups, adult mentoring, and tracking the progress of youth in employment after training. All youth must receive some form of follow up services for a minimum duration of twelve (12) months after exit from the WIOA program.

**Foster Care Youth:** A youth 14-18 years of age on whose behalf state or local governmental payments are made. This may include youth who have been made a ward of the state by a court, including those in the following categories: youth state institutions, youth in community group homes, youth in foster homes and parolees.

**GED (General Education Development):** The term also refers to the General Education Development certificate awarded by the state to persons who have passed a specific examination.

**GED Preparation:** A type of pre-placement activity intended to prepare an enrollee for passing the GED examination. This includes any preparation for high school graduation examinations. A minimum of five (5) hours per month is required in this activity in order to constitute participation.

**Global Exclusion:** A participant who is hard exited has a planned gap in service that will exceed ninety (90) days. This individual is not considered an exiter and does not count in performance.

**Graduate:** A person who has successfully completed a course or level of study and been awarded a certificate, diploma or degree.

**Guardian:** An adult with court ordered responsibility for another person.

**Hard Exit:** Term used to refer to a customer that formally completes or withdraws from services.

**High-Growth Industry/Occupation:** An industry and/or occupation that meets one or more of the following factors: 1) it is projected to add substantial numbers of new jobs to the economy; 2) it is being transformed by technology and innovation requiring new skill sets for workers; 3) it is a new and emerging industry or occupation that is projected to grow; or 4) it has a significant impact on the economy overall or on the growth of other industries and occupations.

**High Poverty Area (HPA):** Under the Workforce Innovation and Opportunity Act (WIOA), a youth who lives in a High Poverty Area is automatically considered to be a low-income individual for the purpose of providing WIOA services. A High Poverty Area is a Census tract, a set of contiguous Census tracts, Indian Reservation, tribal land, or Native Alaskan Village or county that has a poverty rate of at least thirty percent (30%) as set every five years using American Community Survey (ACS) five-Year data.

**High School:** An academic program, operated by a state-approved entity, covering relevant course work for grades 9-12 or 10-12, as decided by the state or local school district.

**High School Diploma or Equivalent:** A GED or High School (H.S.) equivalency diploma recognized by the State. Note: The date of attainment should be the date on the diploma or equivalency certificate. For the Younger Youth Diploma Attainment Rate, this date must be no later than the end of the first quarter after exit.

**High School Dropout:** An individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent. A youth's dropout status is determined at the time of application and remains in effect throughout program participation.

**High School Graduate:** A youth who has received a high school diploma, but who has not attended any post-secondary vocational, technical, or academic school.

**Hispanic or Latino:** A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

**Homeless Individual or Homeless Children and Youths:** An individual who meets any of the following criteria:

(A) Lacks a fixed regular and adequate nighttime residence; this includes a participant who:

- a. Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- b. Is living in a motel, hotel, trailer park, or campground due to a lack of alternative adequate accommodations;
- c. Is living in an emergency or transitional shelter;
- d. Is abandoned in a hospital; or
- e. Is awaiting foster care placement;

(B) Has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, such as a car, park, abandoned building, bus or train station, airport, or camping ground;

(C) Is a migratory child who in the preceding 36 months was required to move from one school district to another due to changes in the parent's or parent's spouse's seasonal employment in agriculture, dairy, or fishing work; or

(D) Is under 18 years of age and absents himself or herself from home or place of legal residence without the permission of his or her family (i.e. runaway youth).

*(Note- A participant imprisoned or detained under an Act of Congress or State law does not meet the definition. Additionally, a participant who may be sleeping in a temporary accommodation while away from home should not, as a result of that alone, be recorded as homeless).*

**Indirect Cost Proposal:** Documentation prepared by an organization to substantiate its claim for the reimbursement of indirect costs. This proposal provides the basis for the review and negotiation leading to the establishment of an organization's indirect cost rate.

**Indirect Cost Rate:** An indirect cost rate is a percentage (indirect cost pool/direct cost base) used to distribute indirect costs to all cost centers benefiting from those costs.

**In-kind Services:** The value of services that are provided by the contractor at no cost to the program.

**In-School Youth:** An enrollee who at the time of enrollment is attending a regular, junior high or alternative high school or who is attending post-secondary school such as junior or four year college, and is not basic skills deficient. Also includes an enrollee who is not attending any school, and who has either graduated from high school or holds a GED and is not basic skills deficient and not unemployed and not underemployed.

An individual who is (1) attending school (as defined by State law), (2) not younger than age 14 or older than age 21 at time of enrollment, (3) low-income, (4) basic skills deficient, (5) an English language learner, (6) an offender, (7) homeless as defined by the Violence Against Women of 1994 or a homeless child or youth (as defined in the Homeless Assistance Act, (8) a runaway, (9) foster child or has aged out of the foster care system, (10) pregnant & parenting(11) a youth who is disability, (12) an individual who requires additional assistance to complete an educational program or to secure or hold employment.

**In-School Youth Program:** SFWIB's In-School Youth program is a comprehensive, year-round, multi-year academic and career linkage program that targets high school youth who are most at-risk of dropping out-of-school. In-School Youth are defined as an eligible young person, ages 14-21, who has not received a high-school degree or its recognized equivalent (GED) and is attending high school or alternative school at the time of enrollment.

**Incentives:** Incentives can be cash or other items as approved by SFWIB that are usually awarded to youth for successful completion of one or more components of the youth program.

**Individual with a barrier to Employment:** A member of 1 or more of the following populations: (A) Displaced homemakers; (B) Low-income individuals; (C) Indians, Alaska Natives, and Native Hawaiians; as such terms are defined in section 166; (D) Individuals with disabilities, including youth who are individuals with disabilities; (E) Older Individuals; (F) Ex-offenders; (G) Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2)); (H) Youth who are in or have aged out of the foster care system; (I) Individuals who are English language learners, who have low levels of literacy, and are facing substantial cultural barriers.; (J) Eligible migrant and seasonal farm workers, as defined in section 167(i); (K) Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.); (L) Single parents (including single pregnant women); (M) Long-term unemployed individuals; (N) Such other groups as the Governor involved determines to have barriers to employment.

**Individual Service Strategy Plan (ISS a.k.a. IEP):** The individual employment plan is an ongoing strategy jointly developed by the participant and the case manager that identifies the participant's employment goals, the appropriate achievement objectives, and the appropriate combination of services for the participant to achieve the employment goals.

**Individual Training Accounts (ITA):** An expenditure account established on behalf of an eligible participant in WIOA Title IB adult and dislocated worker programs to purchase training services from eligible providers they select in consultation with the case manager, counselor or coordinator.

**Individual Service Strategy (ISS):** The tool used to document an enrollee's service plan through his/her program participation. The ISS may be updated at any point during an enrollee's participation in order to best serve an enrollee's needs. The ISS should include benchmark(s), goal(s), activity description(s), and type(s) of pre-placement activity. For example, an enrollee's benchmark could be that his/her reading proficiency is two grade levels below his/her current grade in school. The goal is to increase reading proficiency by two grade levels; the activity description is to attend four months of a reading class remediation.

**Industry Focus Learning:** Industry focus learning is designed to provide exciting learning environments that will engage youth interests and stimulate youth desires to pursue career possibilities in a specific industry. Industry focus provides hands-

on learning activities that immerse youth in learning by doing, through a curriculum that does not feel like traditional classroom instruction. Industry focus learning should convey a sense of what it feels like to work in a specific industry. Industry focus should expose the youth to facilities, equipment, technical environments, materials, products or creations that they would not otherwise come in contact with in their everyday surroundings.

**Industry Recognized Credentials:** The term credential refers to certification of an individual's attainment of measurable technical or occupational skills necessary to obtain employment or advance within an occupation. Industry-recognized credentials are either developed or endorsed by a nationally-recognized industry association or organization or are sought or accepted by employers within the industry sector for purposes of hiring or recruitment. The credential must be awarded by a third party, such as an educational institution or a professional, industry, or employer organization. Industry-recognized credentials demonstrate core competencies and meet industry standards for specific industry occupations. Examples of industry-recognized credentials include: Associates and Bachelor's degrees; Registered Apprenticeship certificates; occupational licenses (typically, but not always, awarded by State government agencies); industry-recognized or professional association certifications, also known as personnel certifications; and other certificates of skills completion for specific skill sets or competencies within one or more industries or occupations. For more information on credential, degrees, and certificate attainment, please refer to Training and Employment Guidance Letter (TEGL) No. 15-10.

**Industry Theme:** Topics of study that incorporate industry- and/or occupation-specific core competencies and that enhance a participant's ability to enter a specific career or career pathway.

**Information Systems:** See Information Technology Systems.

**Information Technology Systems:** Computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources (2 CFR Part 200.58).

**Initial Assessment:** To determine whether the program can benefit the individual (suitability) and identify activities and services that would be appropriate, an assessment of the participant is necessary. Initial assessment is part of the overall intake process and includes the initial determination of each participant's employability, aptitudes, abilities and interests, through interviews, testing and counseling.

**Initial Unsubsidized Placement:** The first unsubsidized employment opportunity entered into by an enrollee while participating in the youth program. This placement must last at least two weeks before it constitutes a placement. This includes military and qualified apprenticeship placements. Qualified apprenticeship programs are those approved and recorded by the ETA/Bureau of Apprenticeship and Training or by a recognized State Apprenticeship Agency. Approval is by certified registration or other appropriate written credential.

**Institutionalized:** Term used to refer to a participant that is residing in an institution or facility providing twenty-four (24) hour support such as a prison or hospital and is expected to remain in that institution for at least ninety days.

**Intake:** The process of collecting basic information which is commonly collected by all program partners (e.g., name, address, phone number, SSN) and all required activities up to the decision of eligibility or ineligibility for an individual program.

**Internship:** A pre-placement activity that consists of onsite work experience designed to improve an enrollee's occupational skills and readiness for the world of work. A structured work-based learning experience connected to a participant's area of career interest. Internships involve youth in a one-on-one relationship with an employer that provides hands-on learning in the area of the youth's career interest.

**Job Corps:** A U.S. Department of Labor funded comprehensive educational and job training program for at-risk youth, ages 16-24. The program provides disadvantaged youth with integrated academic, vocational and social skills training in order to gain independence and receive quality long-term jobs or to further their education.

**Job Placement:** Services provided to assist a youth in obtaining a specific placement in unsubsidized employment.

**Job Readiness Training:** A pre-placement activity consisting of site-defined, structured classroom-based activities that are designed to improve an enrollee's work readiness skills for those enrollees who are determined to be deficient in work readiness skills. A minimum of five (5) hours per month is required in this activity in order to constitute participation.

**Job Shadowing:** A participant follows an employee for one or more days to learn about a particular occupation or industry. Participants can explore a range of career objectives.

**Labor Force Status:** Denotes whether the youth is attached, or not attached, to the labor force.

**Labor Market Area:** An economically integrated geographic area within which individuals can reside and find employment within a reasonable distance or can readily change employment without changing their residence. Such an area shall be identified in accordance with criteria used by the Bureau of Labor Statistics of the Department of Labor in defining such areas or similar criteria established by a Governor.

**Labor Market Information:** Occupational supply and demand information identifying areas of growth or decline for the labor market and the assessment of the effects of such growth or decline. The body of information that deals with the functioning of labor markets and the determination of the demand for and supply of labor. It includes, but is limited to such key factors as changes in the level and/or composition of economic activity, the population, employment and unemployment, income, earnings, wage rates and fringe benefits.

**Last Expected Service:** Occurs when the participant completes the activities outlined in his or her individualized service strategy or career plan and there are no additional services expected other than supportive or follow-up services. Last expected service may also occur in situations where the participant voluntarily or involuntarily discontinues his or her participation in services outlined in the service plan.

**Last Expected Service Date:** This date is used to determine when a participant becomes a part of the sampling frame for the customer satisfaction survey. In many instances, this date will be the same as the exit date. In situations where a case was ended, reopened within ninety (90) days of the original closure date, and then ended again, the date used to determine inclusion in the sampling frame is the initial last expected service date. This date is also the date that triggers follow-up services as long as no additional services are provided (other than supportive or follow-up services) ninety (90) days following this date.

**Lawfully Admitted:** The status of having been lawfully accorded the privilege of residing permanently in the United States as an immigrant in accordance with the immigration laws, such status not having changed (USC 8).

**Leadership Development:** A youth development activity, which encourages responsibility, decision-making, employability, citizenship, life skills, community service and other positive social behaviors. One of the ten required youth program elements. Leadership skills are those skills characteristic of productive workers and good citizens.

**Legal Alien:** A person who is a citizen of another country but who has permission from the government to live in the United States. Not all legal aliens are authorized to work in the U.S.

**Life Skills Training:** A youth development activity designed to equip a youth with the skills to succeed in life. This may include, but is not limited to, household management, personal finance and budgeting, parenting and pregnancy prevention, cultural history and diversity, anger management and parenting training. Activities and training that assist the youth to develop marketable work habits.

**Limited English Proficiency (LEP):** Inability of an applicant, whose native language is not English, to effectively communicate in English, resulting in a barrier to employment.

**Literacy:** An individual's ability to (1) read, write, and speak in English, and (2) compute and solve problems, at levels of proficiency necessary (at or above the 8th grade level as measured on a generally accepted standardized test) to function on the job, in the family, and in society.

**Living in a High Poverty Area:** People living in poverty tend to be clustered in certain regions, counties, and neighborhoods rather than being spread evenly across the Nation. Research has shown that the poor living in areas where poverty is prevalent face impediments beyond those of their individual circumstances. Concentrated poverty contributes to poor housing and health conditions, higher crime and school dropout rates, as well as employment dislocations. As a result, economic conditions in very poor areas can create limited opportunities for poor residents that become self-perpetuating.

**Living Wage:** An earning level that supports self-sufficiency without reliance on public and private subsidies.

**Low-income Individual:** An individual that (A) receives, or is a member of a family that receives, cash payments under a Federal, State, or local income based public assistance program; (B) received an income, or is a member of a family that received a total family income, for the 6-month period prior to application for the program that, in relation to family size, does not exceed the higher of: (i) the poverty line, for an equivalent period; or (ii) Seventy percent (70%) of the lower living standard income level, for an equivalent period; (C) is a member of a household that receives food stamps; (D) qualifies as a homeless individual; (E) is a foster child; or (F) is an individual with a disability whose own income meets the requirements of a program but who is a member of a family whose income does not meet such requirements.

An individual who (1) received, or is a member of a family that is receiving, or in the past 6 months has received, assistance through the supplemental nutrition assistance program (SNAP), (2) temporary assistance for needy family program (TANF), (3) supplemental security income program (SSI), (4) state or local income-based public assistance, (5) is in a family that does not exceed the higher of the poverty line or seventy percent (70%) of the lower living standard income level, (a homeless individual (as defined in section 41403 (6) of the Violence Against Women Act of, (6)), or a homeless child or youth (as defined under section 725 (2) of the McKinney-Vento Homeless Assistance Act (7) receives or is eligible to receive a free or reduced price lunch or (8) an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement.

**Lower Living Standard Income Level (LLSIL):** WIOA defines the LLSIL as "that income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget issued by the Secretary."

**Management Information System (MIS):** Refers to a computer-based system designed to store, transmit, and process client data to support the activities of the program and to provide managers with the tools for organizing, evaluating and efficiently run the program (i.e. EMD, EM, OSST, WFMS, etc.).

**Measureable Skills Gain:** The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment.

**Measurement Date:** The date on which an enrollee is held to all of the applicable WIOA outcome measures. The measurement date is determined by the earliest date on which an enrollee has: completed all of his/her pre- placement activities as specified by their Individual Service Strategy (ISS); been placed; or has not participated in any youth development activities for three consecutive months. At such a point, an enrollee is held to all of the applicable WIOA outcome measures.

**Median:** The number that is in the middle of the series of numbers, so that there are the same quantity of numbers above the median as there are below the median.

**Median Earnings Indicator-2<sup>nd</sup> Quarter After Exit Quarter:** The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program, as established through direct UI wage record match, Federal or military employment records, or supplemental wage information.

**Mentor:** A caring adult who is matched with a student, who meets with the student once a week to assist with academics, provide college and career guidance and strengthen the student's social skills. Mentors provide students with valuable guidance, motivation and life lessons.

**Mentoring:** Serving as a model for others who are inexperienced; includes both the physical modeling of a task or behavior as well as the mental (thinking) steps required to effectively perform the task or behavior. Includes one-on-one, group, and/or service-based mentoring in which program participants are matched with adult mentors in the selected high-growth industry(ies) or occupation(s). Mentors should have frequent contact with program participants over a prolonged period of at least one year and should provide guidance in navigating their identified career pathway.

**Migrant or Seasonal Farm Worker (MSFW):** A migrant farm worker, a migrant processing worker, or a seasonal worker.

**Military Selective Service Act:** A federal law, which required that all males born on or after January 1, 1960 register with the Selective Service System on their 18th birthday.



**Minimum Wage:** The lowest wage set by Congress or a state, whichever is higher, which an employer may pay employees. Certain occupations are except from the minimum wage laws including farm workers, restaurant wait staff, and babysitters.

**Modification:** A letter or formal modification/amendment executed by both Parties, which provides for a change to the terms and conditions of this Contract or to the services to be provided under this Contract.

**Monitoring:** The process of observing and/or reviewing performance may include on-site observation, review of paperwork and files, interviews with staff or customers, telephone conversations and formal evaluation of compliance elements. A basic review of contracts to determine whether or not services were in fact provided in accordance with the defined Statement of Work and Contract terms and conditions.

**Native Hawaiian or Other Pacific Islander:** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Island.

**Nepotism:** When a person employs or appoints a family member.

**Net Wages:** Earnings received by an individual after taxes, social security and other deductions are taken out of their paychecks.

**Nontraditional Employment:** Refers to occupations or fields of work for which individuals from one gender comprise less than twenty-five percent (25%) of the individuals employed in each such occupation or field of work.

**Not Employed at Participation:** A youth is considered not employed at the date of participation when he/she (a) did not work at all as a paid employee on the date participation occurs, (b) has received a notice of termination of employment.

**Occupational Skills:** Primary occupational skills encompass the proficiency to perform actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels. Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paper work formats, tools, equipment and materials, and breakdown and clean-up routines.

**Occupational Skills Goal:** A measurable increase in primary occupational skills that encompass the proficiency to perform actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels.

**Occupational Skills Training:** To count as a placement for the Youth Common Measures, advanced and occupational skills training constitutes organized programs of study that provide specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Such training should: (1) be outcome-oriented and focused on a long-term goal as specified in the Individual Service Strategy, (2) be long-term in nature and commence upon program exit rather than being short-term training that is part of services received and (3) result in attainment of a certificate.

**Offender:** An individual who is or has been subject to any stage of the criminal justice process for whom services may be beneficial or who requires assistance in overcoming barriers to employment resulting from a record of arrest or conviction.

**On-the-Job Training (OJT):** Paid full-time employment in which the employer provides training to a participant in order for the participants to learn the skills necessary to perform the job.

**One-Stop Service Tracking (OSST):** The One-Stop Service Tracking system (OSST) is the case tracking system for the CAP and SNAP programs to track case management activities and to provide data for state and federal level reporting.

**Out-of-School Youth:** A youth who at the time of enrollment is not younger than the age of 16 or older than the age of 24, who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter, attending post-secondary school and is basic skills deficient, an English language learner or who is not attending secondary or post-secondary school and has no diploma, who is a school dropout, or has a diploma and is basic skills deficient, unemployed or underemployed, or an individual who is subject to the juvenile or system. Alternative school youth are not considered Out-of-School Youth.

**Outreach:** An effort by program staff to encourage individuals in the service delivery area to use the program services. Outreach efforts also involve the collection, publication and dissemination of information on program services available in the community system to assure universal access to core services including eligibility information for services beyond core services.

**Participant:** An individual who has registered and been determined eligible for participation upon intake and who is receiving services under an authorized WIOA youth program, (i.e., employment, training, or other services provided under WIOA (including follow-up services)).

**Participant File:** A file containing the application, enrollment, status changes and termination forms, documentation of eligibility, individual service strategy and progress/case/counseling notes on a participant and any other documentation required.

**Participation:** When an enrollee takes part in any one of the youth development activities and meets the minimum level of participation in a given month.

**PELL Grant:** Popular name for the federal PELL Grant program whose primary objective is to provide funding to financially needy postsecondary and undergraduate students (and post-secondary students who have demonstrated a financial need) in order to meet educational expenses.

**Performance-Based Contracting:** A method of contracting in which successful completion of certain benchmarks by the enrolled population obligates the awarding agency to make certain predetermined payments.

**Performance Improvement Plan (PIP):** A plan to improve performance set forth by South Florida Workforce Investment Board (SFWIB) that will remain until the deficiency(s) is/are corrected.

**Post-Secondary Education:** A program at an accredited degree granting institution that leads to an AA, AS, BA, BS. Programs offered by degree granting institutions that do not lead to an academic degree (e.g., certificate programs) do not count as a placement in post-secondary education, but may count as a placement in “advanced training/occupational skills training.”

**Post-Secondary Transcript/Report Card:** A transcript or a report card demonstrating the following based upon enrollment status: Full Time Student-completion of a minimum of twelve (12) hours for one (1) semester, Part Time Student-completion of a minimum of twelve (12) credit hours over the course of two (2) consecutive semesters during a program year.

**Post Test:** A test administered to a participant at regular intervals during the program.

**Potential Drop-Out:** A potential drop is an individual aged 14-21 who is enrolled in a secondary school or other educational program and who, for one or more of the reasons list is in danger of dropping out-of-school: poor attendance record, one grade level below, academic difficulties, pregnant, parenting teen, chemical dependency, juvenile offender, homeless, youth with a disability and/or limited English proficient.

**Poverty Level:** The level of income established by the Department of Health and Human Services at which a person or family is living in poverty.

**Pre-enrollment Assessment:** A process to determine the employability and training needs of participants before enrolling them into the program. Individual factors considered during pre-enrollment assessment include: a judgment of vocational interests, abilities, previous education and work experience, income requirements, and personal circumstances.

**Pre-Employment Skills:** A progression of instructional modules in which youth master and demonstrate proficiency in areas such as: interview skills, resume writing, work place readiness skills, and workplace standards.

**Pregnant or Parenting Youth:** An individual who is under 25 years of age and who is pregnant, or a youth female or male who is providing custodial care for one or more dependents under age 18.

**Pregnant Youth:** A female youth age 14-24 who is carrying an unborn fetus.

**Pre-Test:** A test used to assess a participant's basic literacy skills, which is administered to a participant up to six (6) months prior to the date of participation, if such pre-test scores are available, or within sixty (60) days following the date of participation.

**Project Based Learning:** Learning experience that engages youth in complex, real world projects through which the youth develop and apply skills and knowledge, which takes effort and persistence over time, the result of this experience is a product that matters to the youth and is usually seen by the public. Development of a project that is youth driven and includes career related learning, appropriate workplace behaviors, decision making and problem solving techniques, effective teamwork and the application of academic learning to real world settings.

**Program:** Activities and services to be provided by the Contractor under and pursuant to this Contract.

**Program Cost:** The Contractor's cost to deliver the contracted services excluding administrative costs. Costs associated with the management of the program funded by this Contract that directly and immediately benefit program customers and are necessary for effective delivery of services.

**Program Design and Service Delivery:** Describes the work to be performed by all Contractor's under the terms and conditions of this Contract.

**Program Elements:** are high quality services for in-school and out-of-school youth beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training, and culminating with a good job along a career pathway or enrollment in post-secondary education.

**Program Income:** Interest earned on any advances under this Contract, income generated as a result of use or fees charged for the rental of real or personal property, fees for services performed, conferences, the sale of commodities or items developed with contract funds, or from the participants activities under the contract except for OJT, or revenue in excess of costs earned by organizations other than commercial organizations.

**Program Year (PY):** The period between July 1 of a calendar year and June 30 of the following calendar year.

**Public Assistance:** Financial cash payments made by federal, state or local program to individuals who meet specific income criteria.

**Quarter:** A calendar quarter is a three-month period within a calendar year. The first quarter is from the first day of January through the last day of March; the second quarter is from the first day of April through the last day of June; the third quarter is from the first day of July through the last day of September; and the fourth quarter is from the first day of October through the last day of December.

**Reactivation:** Moving an enrollee from inactive status to active status. An enrollee is reactivated when their health or medical condition no longer prevents participation in the program, or when they have not participated for twelve (12) months, but begin participating again. An enrollee who has not yet been placed who is inactivated upon leaving the target area may be reactivated upon returning to the target area.

**Reading/Math Remediation:** A pre-placement activity consisting of classroom instruction designed to improve an enrollee's reading and/or math skills for those enrollees who are determined to be basic literacy skills deficient. Basic education skills include reading comprehension, math computation, writing, speaking, listening, problem solving, reasoning, and the capacity to use these skills. A minimum of five hours per month is required in this activity in order to constitute participation.

**Reasonable Costs:** A cost may be considered reasonable if the nature of the goods or services acquired or applied, and the amount involved therefore, reflects the action that a prudent person would have taken under the circumstances prevailing at the time the decision to incur the cost was made.

**Recruitment:** The point, at which a provider has met with a potential enrollee, informed them of the youth program, invited them to participate in the program, and has established eligibility of such individual for the program.

**Referral:** To direct an individual or program participant to another contractor, community based organization or agency or other community resources to receive services, information or assistance.

**Registered Apprenticeship:** A unique, flexible training system that combines job-related technical instruction with structured on-the-job learning experiences. Upon completion of a Registered Apprenticeship program, participants receive an industry-issued, nationally-recognized, portable credential that certifies occupational proficiency. Registered Apprenticeship requires a written plan designed to move an apprentice from a low- or no-skill entry-level position to full occupational proficiency. Registered Apprenticeship programs must meet parameters established under the National Apprenticeship Act.

**Registration:** Registration is the process of collecting information to support a determination of eligibility. Eligibility data must be collected on individuals during the registration process. At the point of registration, participants are counted for performance measurement purposes. All youth participants must be registered.

**Re-employment Assistance (formerly Unemployment Compensation) Insurance (RAI):** RAI is a federal-state program jointly financed through federal and state employer payroll taxes (federal/state RAI taxes).

**Replacement:** An unsubsidized job placement entered into by an enrollee after leaving or losing a prior unsubsidized job placement.

**Residence:** A person's primary or permanent dwelling or home. If a person is institutionalized or incarcerated, their place of institutionalization or incarceration is their primary residence.

**Requires Additional Assistance:** is "An individual who requires additional assistance to enter, or to complete an educational program, or to secure and hold employment".

**Runaway Youth:** A runaway youth is an individual 21 years of age or less who has absented themselves from home or place of legal residence without the permission of parent(s) or legal guardians.

**School-Based Learning:** School wide classroom instruction based on high academic and business defined occupational skill standards.

**School Dropout:** An individual who is no longer attending any school and who has not received a secondary school diploma or it recognized equivalent. Youth enrolled in alternative schools are not school dropouts.

**Secondary Transcript/Report Card:** For each school year, a transcript or a report card of a consumer in HS or a GED program demonstrating that they achieved a D- or above for all classes taken and are in good academic standing. The report card must not indicate the participant dropped out-of-school, was removed from the institution, or any other conditions that indicate removal on academic or conduct grounds.

**Sector-Based Strategies:** High growth, high wage industries that take a comprehensive, broad-based approach to identifying and addressing skills needs across key industries within a region rather than focusing on the workforce needs of individual employers on a case-by-case basis. Often result in the formation of industry partnerships, which are employer-led partnerships with support from workforce development, economic development, and education partners.

**Selective Service:** All males who are at least 18 years of age and who are not in the armed services on active duty must be registered for the selective service. A youth who becomes 18 years of age while participating in a WIOA youth program must register within thirty days of his 18<sup>th</sup> birthday.

**Service Learning/Community Service Learning:** A teaching and learning strategy that actively engages participants in meaningful and personally relevant service activities that simultaneously teach civic responsibility and strengthen communities. Learning activities incorporate participant reflection and are designed to develop work readiness skills and positive behaviors, such as leadership, time management, teamwork, and respect for authority and fellow participants.

**Skills Progression:** Successful passage of an exam required for a particular occupation or progress in attaining trade-related benchmarks. Examples include Pass Career Readiness Certificate (CRC) or National Counselor Examination (NCE) exams, obtaining Commercial Driver's License (CDL), and passing a welding certification exam .

**Small Learning Community:** Smaller, autonomous groups of students and teachers in a more personalized learning environment that can better meet the needs of students. Generally, the same teachers and student remain together from grade to grade. Teachers in these units usually have common planning time to allow them to develop interdisciplinary projects and keep up with the progress of their shared students.

**Soft Exit:** Participant does not receive a WIOA funded or partner service for ninety days and is not scheduled for services other than follow-up.

**Soft Skills:** Also referred to as Employability Skills, Job Readiness Skills, or Work Readiness Skills; a set of skills and behaviors that are necessary for any job such as, social competence, job seeking and interview skills, workplace norms, conflict resolution, and communication skills, to name a few. Workplace standards of behavior needed to interact and cooperate effectively with co-workers and the general public.

**Source Documentation:** Hard copy documentation, which proves a youth eligibility requirements.

**Social Security Disability Insurance (SSDI):** Pays benefits to individuals that have worked in the past, paid Social Security taxes, and are currently unable to work for a year or more because of a disability. SSDI is considered income replacement.

**South Florida Workforce Investment Board (SFWIB):** Chartered by the State of Florida, is one of 24 regional Workforce Boards in Florida. It is the regional workforce development board representing Miami-Dade and Monroe counties. Workforce Florida, Inc., and the Agency for Workforce Innovation (AWI) oversee all regional workforce boards in Florida.

**Statement of Work (SOW):** Describes the work to be performed by the Contractor under the terms and conditions of this Contract.

**Storage Device:** A computer storage device is any type of device or hardware that is capable of storing data and includes, but is not limited to laptops, hard drives, external hard drives that connect via Firewire and USB, disks, Flash memory devices, such as USB keychain drives or iPod nanos, MP3 players, digital cameras, compact flash and SD cards, tape drives, personal digital assistants (PDA's), smart phones, etc.

**Summer Work–Activities:** which serves to provide useful work experience, employability skills training and academic enrichment activities such as projects and industry focus centers during the summer months, to assist youth to enhance their long-term employability potential.

**Support Services:** Services necessary to enable an individual to participate in a WIOA program, but who cannot afford to pay for such services. Such services may include transportation, childcare, dependent care and other reasonable expenses required for participation in youth programs. In addition, the following support services may be included for youth: linkages to community services, counseling on a variety of personal, financial or legal problems occurring during participation, assistance with transportation, assistance with child care, referrals to medical services, assistance with housing, assistance with uniforms or other appropriate work attire, work related tool costs, including such items as eye glasses and protective eye gear. Support services are offered to WIOA/TANF eligible participants depending on funding availability.

**TABE:** The Test for Adult Basic Education, or TABE is the authorized testing instrument used to assess youth: Out-of-School Youth are assessed for literacy/numeracy educational functioning levels and In-School Youth are assessed for basic skills deficiencies.

**TANF-Temporary Assistance for Needy Families:** Primary federal cash-assistance program for qualified families with children. A TANF recipient is in receipt of income or money payments pursuant to a state plan approved under the Social Security Act.

**Targeted Populations:** Targeted youth populations includes, but are not limited to: youth aging out of the foster care system, foster care youth, youth offenders, youth with disabilities, parenting youth, dropouts, migrant youth, emancipated youth, In-School and Out-of-School Youth and etc.

**Teen Parent:** A male or female, age 14-20, who is legal parent of a child or an unborn fetus.

**Title I Youth Education and Employment Rate-2<sup>nd</sup> Quarter After Exit Quarter:** The percentage of youth participants in education or training activities, or in unsubsidized employment during the second quarter after exit.

**Title I Youth Education and Employment Rate-4<sup>th</sup> Quarter After Exit Quarter:** The percentage of youth Participants in education or training activities, or in unsubsidized employment during the fourth quarter after exit.

**Training Milestone:** Satisfactory or better progress towards skill advancement while participating in an OJT, Registered Apprenticeship program or Business Enterprise program.

**Training Services:** Services include WIOA funded and non-WIOA funded partner-training services. These services include: occupational skills training, training for nontraditional employment, on the job training, programs that combine workplace training with related instructions, which may include cooperative education programs, training programs operated by the private sector, skill upgrading and retraining, entrepreneurial training, job readiness training, education and literacy activities in combination with other training, and customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

**Underemployed:** An individual who is working part-time but desires full time employment or who is working in employment not commensurate with the individual's demonstrated level of educational attainment.

**Unemployed:** An individual who is without a job and who wants and is available for work. The determination of whether an individual is without a job shall be made in accordance with the criteria used by the Bureau of Labor Statistics (BLS) of the Department of Labor in defining individuals as unemployed.

**Unemployment Insurance (UI):** Currently known as Re-employment Assistance Insurance (RAI).

**Unsubsidized Employment:** Full or part-time employment in which wages are paid to a participant that is not financially supported by Federal, State or local funding sources.

**Vendor:** An entity responsible for providing generally required goods or services to be used in the WIOA program. These goods or services may be for the recipient's or sub-recipient's (i.e., service providers) own use or for the use of participants in the program.

**Verification of a Placement:** Placements occurring after enrollment in the program are counted and reported once they are verified, rather than once they occur.

**Veteran (WIOA Law Section 101 (49)(A)):** An individual who served in the active military, naval, or air service, and who was discharged or released from such service under conditions other than dishonorable.

**Veteran (Recently separated) (WIOA Law Section 101 (49)(B)):** Any veteran who applies for participation under this title within 48 months after the discharge or release from active military, naval, or air service.

**Vocational Exploration Training:** A process to find out, by testing or counseling, what job occupations will best fit a customer's abilities and needs.

**Vocational/Technical Training:** A long-term occupational training consisting of specific classroom and work-based study in a specific occupation lead to a degree or certificate.

**Wages:** Earnings paid to an individual by an employer for services performed.

**Wagner-Peyser- Employment Service programs:** Employment Service basic labor exchange and other services funding source. Employment Services are provided in the Florida Workforce Centers located across the Region.

**Welfare Recipient:** An adult or youth listed on a welfare grant who (or whose family) receives cash payments under TANF, General Assistance, or the Refugee Assistance Act of 1980 at the time of eligibility determination.

**Work-Based Learning:** Educational training that combines rigorous academic preparation with hands-on career development experiences to connect classroom instruction to the world of work and future career opportunities.

**Work-Based Training:** Activities offered which are designed to enable youth to gain exposure to the working world. Short-term learning opportunities that take place at a worksite and provide experiences and activities for youth to understand the relevance of what is learned in the classroom and connect it to what it takes to be successful in the workplace. Activities can take place at private, for-profit, non-profit or public sector. Activities can be paid or non-paid. Activities must be relevant to the youth's individualized service strategy plan and include but not limited to: career exploration, work experience, structured training and mentoring at job sites, internships, job shadowing, and project based learning.

**Work Experience Activity:** Work experience is a planned, structured, learning experience that takes place in a work place for a limited period of time and it may be paid or unpaid, in the private for profit sector, non-profit sector or the public sector. Work experience is designed to enable a youth to gain exposure to the working world. It is one of the ten required youth program elements.

**Workforce Innovation and Opportunity Act (WIOA):** Legislation that laid the framework for delivery of workforce services at the state and local level to jobseekers who need the services. WIOA is designed to help jobseekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. These core programs are included in WIOA:

- Employment and Training Programs (Title I):
- Disadvantaged Youth Services
- Economically Disadvantaged Adult Services
- Dislocated Worker Programs
- Re-employment Services under Wagner-Peyser
- Disabled persons employment support through Vocational
- Rehabilitation Services

**Work Maturity Skills:** Skills required meeting employer expectations for dependability and productivity and etc. to enable youth to retain their jobs.

**Work Readiness Skills:** Also referred to as Employability Skills, Job Readiness Skills, or Soft Skills; a set of skills and behaviors that are necessary for any job such as, social competence, job seeking an interview skills, workplace norms, conflict resolution, and communication skills, to name a few.

**Work Readiness Skills Goal:** A measurable increase in work readiness skills including world of work awareness, labor market knowledge, occupational information, career planning and decision-making, and job search techniques (resumes, interviews, job applications and follow up letters). They also encompass survival/daily-living skills such as renting an apartment, opening a bank account and using public transportation. They also include: positive work habits, appearance, attitudes, working well with others, following instructions and completing a job task, accepting constructive criticism, showing initiative and reliability and assuming the responsibilities involved in maintaining a job. This component also entails developing motivation and adaptability, obtaining effective coping and problem-solving skills, and acquiring an improved self-image.

**Workforce Management System (WFMS) (formerly SAMS):** The system for tracking participant's training related information, i.e., expenditures and performance data and that enables career advisors to create, modify and track budget accounts and expenditures for participants receiving support services.

**Wrap-Around Support Services:** Services that are designed to address needs and ensure participant success. Services may include, but are not limited to, childcare, transportation, tools, or work clothes.

**Young Adult:** An individual between the ages of 18 through 24.

**Youth:** An individual between 14 and 24 years of age, inclusive. Younger youth are between 14 and 18 years of age and Older Youth are between 19 and 24 years of age.

**Youth (Older):** A participant who is age 19-24 at registration and meets all other WIOA youth program eligibility requirements.

**Youth (Younger):** A participant who is between 14-18 years of age at time of registration and meets all other youth program eligibility requirements.

**Youth Activity:** To help low-income youth, between the ages of 14 and 24, acquire the educational and occupational skills, training, and support needed to achieve academic and employment success and successfully transition into careers and productive adulthood.

**Youth Attainment Measure:** The purpose of this measure is to analyze goal attainment rates of all in-school and any out-of-school youth who are assessed to be in need of basic skills, work readiness skills, or occupational skills. The goal attainment date must be within one year of the goal set date.

**Youth Development:** A process which prepares young people to meet the challenges of adolescence and adulthood through a coordinated, progressive series of activities and experiences which help them to become socially, morally, emotionally, physically and cognitively competent.

**Youth Summer Employment Opportunity:** A summer worksite learning experience, which provides direct linkages between academic and occupational learning.

**Youth Voucher:** A document that has an assigned monetary value that is utilized to pay for a specified training course.



## FINANCIAL CLOSEOUT PROCEDURES

### I. Purpose

The purpose of this procedure is to document and provide guidance to Contractors and the SFWIB's staff on the required process to close out contracts at the expiration or termination date.

### II. Policy

- A. The Contractor shall complete and submit a Financial Closeout for each contract on or before thirty (30) calendar days after the Contract expires, or upon termination of the Contract. For example, if the contract expires June 30, the Financial Closeout will be due to the SFWIB on or before July 30.
- B. If the Contractor's Final Expenditure Report indicates that payments were made to the Contractor in excess of the actual costs of providing contracted services or if the actual expenditures surpass the budgeted amount, the Contractor shall refund the difference to the SFWIB within thirty (30) calendar days of SFWIB's notification of overpayment. If the Contractor does not timely repay the difference, the Contractor shall pay the SFWIB the maximum lawful rate of interest allowed in the state of Florida on the outstanding amount.
- C. The following required Financial Closeout documents shall be submitted by the Contractor:
  - 1. Final Expenditure Report (**Enclosure 1**).
  - 2. Year to Date Reconciliation between specified line items in (**Enclosure 2**) by fund and actual expenditures by line item.
  - 3. Year to Date General Ledger for the SFWIB's expenditures only.
  - 4. Indirect Cost Reconciliation.
- D. Upon the request of the Contractor, the SFWIB's accountant shall provide technical assistance to the SFWIB on completing the Financial Closeout.
- E. The Contractor shall complete and submit to SFWIB an annual fiscal audit report within six (6) months after the end of the fiscal year and in compliance with 2 CFR Chapter II, Subpart F, §200.512(a).

### III. Procedure

#### A. **Salaries/Wages**

The Contractor's staff persons may be paid for absences (vacations, sick leave, etc.), if such a provision for payment is included in the Contractor's personnel policies and procedures manual that was submitted as part of the operational documents. The Contractor is encouraged to allow staff to take time off rather than issue payment for leave time.

The Contractor's staff persons may be paid for unused vacation time upon termination from the program. This payment shall be charged to staff salaries unless such payment, when added to the total salary, exceeds the maximum salary established in the operating budget.

#### B. **Insurance**

The Contractor shall keep in force all insurance policies, which are applicable to its program(s).

### C. Professional Service, Sub-Contract & Rental Agreements

Within thirty (30) days following the end of the Contract, the Contractor shall cancel all of the following services, which will not be applicable to any future contract with the SFWIB:

1. All professional service agreements and sub-contract agreements paid by funds generated from this Contract;
2. All rental contracts associated with office space, equipment, and/or vehicles and maintenance contracts which are paid with funds generated from this Contract; and
3. All utility services associated with the operation of Contractor's program (i.e. telephone, electricity, water) paid by funds generated from this Contract.

### D. Completion of Financial Closeout

#### 1. Final Expenditure Report (Enclosure 1):

The Contractor shall submit an actual expenditure report within thirty (30) days following the end of the Contract. This report must reflect:

- A summation of the cumulative expenditures incurred by the Contractor for providing the contracted services.
- A summation of the cash reimbursements and credits received by the Contractor for providing the contracted services.
- The difference between the approved expenditures and the reimbursements received by the Contractor. This difference will reflect either an amount that is due and payable to the Contractor or an overpayment that the Contractor received that is due and payable to the SFWIB.

#### 2. Year to Date Reconciliation between specified categories by fund, budget line item and actual expenditures (Enclosure 2):

Actual expenditures billed to the SFWIB should be equal to or less than line item budget. The SFWIB Year to Date General Ledger must be submitted as supporting documentation with the closeout package.

3. Indirect Cost Reconciliation: (Enclosure 2) The Contractor shall complete the indirect cost reconciliation by comparing the indirect costs charged to the actual indirect cost paid. Refunds may be requested for overages.

### E. The SFWIB's Accountant Responsibility

The SFWIB's accountant assigned to the contract will provide the Contractor with technical assistance to complete the Financial Closeout, upon request.

The SFWIB's accountant will perform the following functions:

1. Verify that all required enclosures are completed accurately, signed and dated.
2. Verify the Contractor's total expenditure against the financial records and the budget amounts to confirm there are no overages.

## FINAL EXPENDITURE REPORT

Contractor Name:	_____	Prepared By:	_____
Program Name:	_____	Index Code:	_____

### CUMMULATIVE PROGRAM EXPENDITURES

Contractor's Direct Expenditures for the Contract Period

Contractor's Indirect Expenditures for the Contract Period

Contractor's Total Expenditures for the Contract Period

**Total Expenditures**


### CUMMULATIVE PAYMENTS

Contractor's Direct Payments for the Contract Period

Contractor's Indirect Payments for the Contract Period

**Total Payments**


**BALANCE DUE TO CONTRACTOR** \_\_\_\_\_

or

**BALANCE DUE FROM CONTRACTOR** \_\_\_\_\_

\$	-
\$	

Please detail any balance(s) due from Contractor by invoice packages: \_\_\_\_\_

Pursuant to the terms of this Contract between the Contractor listed above and the SFWIB, and in consideration of the total amounts earned and paid to the Contractor for performance, which equals \$\_\_\_\_\_ the Contractor remises, releases, and discharge the SFWIB, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from this Contract. **The Contractor's submission of the Financial Closeout Package is a complete release and waiver of any and all liability, claims or causes of action that allegedly resulted from engagement of and/or performance under this Contract and acknowledges the SFWIB has fully performed and satisfied any and all of its obligations due under this Contract.**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

\_\_\_\_\_  
Name of Official Authorized to Sign the Contract

\_\_\_\_\_  
Signature of Official Authorized to Sign the Contract /Date

# CONTRACT INVOICE

Exhibit G

Contractor Name: \_\_\_\_\_  
 Index Code: \_\_\_\_\_  
 Location Code: \_\_\_\_\_  
 Program Code: \_\_\_\_\_

Prepared By: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_  
 Invoice Period: \_\_\_\_\_

		Program		Holdback		
		WIOA Youth	WIOA Work Exp	WIOA Incentives	WIOA Work Exp Inc	TOTAL
000	STAFF SALARIES					\$ -
004	FICA					\$ -
004	MICA					\$ -
004	Retirement Plan					\$ -
004	Workers Compensation					\$ -
004	Unemployment Compensation					\$ -
004	Health					\$ -
004	Dental					\$ -
004	Disability					\$ -
004	Life					\$ -
	TOTAL FRINGES	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL SALARIES & FRINGES		-	-	-	-	-
200	Consulting Fee (Program-Related)					\$ -
200	Other Professional Services (specify)					\$ -
200	Temporary Agency-Staff					\$ -
210	Storage Expense-Iron Mountain/Archives					\$ -
210	Building Lease/Rent					\$ -
210	Equipment Lease/Rent					\$ -
210	Equipment Repair & Maintenance					\$ -
210	Building Repair & Maintenance					\$ -
210	Security					\$ -
210	Printing (outside)					\$ -
220	Office & Computer Supplies (incl. Reproduction)					\$ -
223	Postage					\$ -
220	Electricity					\$ -
220	Telephone (including Cell)					\$ -
220	Internet Service					\$ -
230	Staff Background Screening (incl. Drug Testing & Finger Printing)					\$ -
230	Advertising					\$ -
240	Local Travel (incl. Toll & Parking)					\$ -
243	Out of Town Travel					\$ -
240	Staff Training					\$ -
240	Meetings & Conferences					\$ -
240	Cleaning Supplies					\$ -
210	General Liability Insurance					\$ -
210	Auto Insurance					\$ -
210	Property Insurance					\$ -
210	Crime Insurance					\$ -
210	Flood Insurance					\$ -
210	Bonding Insurance					\$ -
402	Capital Equipment (not incl. Software & Hardware)					\$ -
404	Non-Capital Equipment (not incl. Software & Hardware)					\$ -
400	Capital Software & Hardware					\$ -
400	Non-Capital Software & Hardware					\$ -
200	Participant Background & Fingerprinting					\$ -
240	Participant Field Trips (include bus, admission)					\$ -
210	Participant Training Materials & Supplies					\$ -
210	Participant Tutoring					\$ -
210	Participant Clothing					\$ -
210	Participant Leadership					\$ -
800	Participant End of Year Activities					\$ -
210	Participant Nutrition/Snacks					\$ -
210	Common Area Maintenance					\$ -
210	Alarm Service					\$ -
210	Garbage Disposal					\$ -
210	Water & Sewer					\$ -
210	Pest Control					\$ -
800	Childcare Services					\$ -
300	WFMS- Paid Work Experience (Year Round)					\$ -
	Other (Please specify)					\$ -
	Total Other Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM COSTS		-	-	-	-	-

# CONTRACT INVOICE

Exhibit G

☐ ☐ ☐ ☐

		Holdback		
ADM	ADM	ADM	ADM	
WIOA Youth	WIOA Work Experience	WIOA Incentives	WIOA Work Exp. Inc.	TOTAL

□ 80 Indirect Costs						\$ -
Other Administrative Costs(Please specify)						\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ADMINISTRATIVE COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

☐ ☐ ☐ ☐

ADM	ADM	ADM	ADM	
WIOA Youth	WIOA Work Experience	WIOA Incentives	WIOA Work Exp. Inc.	TOTAL

TOTAL PROGRAM	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ADMINISTRATIVE	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PAYABLE	\$ -	\$ -	\$ -	\$ -	\$ -

The salary information and distribution across program funding streams are accurate and supported through detailed personnel activity report that meet the Uniform Guidance.

We understand that failure to maintain the required supporting documentation for staff time and all related expenses will result in payment disallowances that will either be deducted from future contract payments and / or payable in full to the South Florida Workforce Investment Board.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Name of Person Authorized to Sign Reimbursement/Justification Packages

Signature of Person Authorized to Sign Reimbursement/Justification Packages

Date



**CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED  
AFFIDAVIT**

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

Adults Mankind Org. Inc.

Bidder's/Proposer's Legal Company Name

does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)  
of Section 287.138, F.S.

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative:

Carmen Carulla

Title of Bidder's/Proposer's Authorized Representative:

Board President

Signature of Bidder's/Proposer's Authorized Representative:

Carmen Carulla

Date:

08/03/2024

## SECTION 1 GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

**Awarded Bidder/Contractor/Prime Contractor** – shall mean the Bidder(s) awarded a Contract as a result of this Solicitation.

**Beverage(s)** – shall mean all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral, purified, flavored or enhanced), (viii) liquid concentrate teas and brewed teas, (ix) frozen carbonated and non-carbonated beverages, (x) bar mixers, including shelf stable juices and other mixers, and (xi) any future categories of nonalcoholic beverage products that may be distributed. Note: The definition of Beverage(s) is undergoing continued updates and is subject to change.

**Bid** – shall refer to any offer submitted in response to this Solicitation.

**Bidder** – shall refer to legal entity or individual submitting a Bid in response to this Solicitation.

**Business Management Workforce System (BMWS)** – shall refer to the County's web-based system that firms must utilize to comply with Small Business Enterprise (SBE), Wage and/or Workforce Programs and Subcontractor reporting requirements (<http://mdcsbd.qob2g.com>).

**C.F.R.** – shall mean the Code of Federal Regulations.

**Common Carrier/Contracted Carrier** – shall mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.

**Contract** – shall mean collectively, these terms and conditions, the Solicitation, any addenda and/or properly executed modifications, the awarded Bid, and the resultant County purchase order, work order(s) (if applicable) and any change order(s), which constitute the legally enforceable agreement between the County and the Awarded Bidder(s).

**Cooperative Agreement Purchasing Program** – shall mean a cooperative arrangement for acquiring goods or services that involves aggregating the demand of two or more entities in an effort to obtain a more economical purchase.

**County** – shall refer to Miami-Dade County, a political subdivision of the State of Florida

**Cybersecurity Products** – shall mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.

**FEMA** – shall mean the Federal Emergency Management Agency.

**Funding Agreement** – shall refer to any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

**Heightened Security Review** – shall mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.

**Integrated Financial Resources Management System (INFORMS)** – shall refer to the technology utilized to track budget, procurement (including soliciting and receiving bids), as well as human resources, and financial operations of the County.

**Joint Venture** – shall mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.

**Material Supplier** – shall mean that only obligations on the contract or project are the delivery of materials and activities that are incidental to material supply, such as loading, unloading and pickup; the term shall also mean any facility that manufactures the supplies is not located on the primary or secondary worksite, and was either established before the beginning of the project or is not dedicated exclusively or nearly exclusively to the project.

**NFE** – shall refer to Non-Federal Entity, which means a state, local government, Indian tribe, institution of higher education, hospital, or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Pouring Rights** – shall mean the right to make available, sell, dispense, and serve Beverages, which right may or may not be to the exclusion of certain Beverage makers and distributors.

**Prevailing Wage** – shall mean any wage rate that is paid to a majority of workers for whom usable wage data is received. If there is no majority wage rate, the prevailing wage rate that is paid to the greatest number, as long as it is paid to at least thirty percent (30%) of workers.

**Produced in the United States** – shall mean with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.

**Registered Supplier/Vendor** – shall refer to a legal entity or individual that has completed and continues to comply with the requirements of the Miami-Dade County Business Entity Registration Application process via the County's online Supplier/Vendor Portal and has satisfied all requirements to enter into business agreements with the County.

**Responsible Bidder** – shall refer to a Bidder that has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

**Responsive Bidder** – shall refer to a Bidder that has submitted a bid or reply that conforms in all material aspects to the Solicitation.

**SPD** – shall refer to Miami-Dade County's Strategic Procurement Department (SPD).

**Solicitation** – shall mean this documentation, including all addenda.

**Subcontractor** – shall mean any person, entity, firm or corporation, other than the employees of the Awarded Bidder/Contractor/Prime Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Awarded Bidder/Contractor/Prime Contractor and whether or not in privity of Contract with the Awarded Bidder/Contractor/Prime Contractor.

**Work or Services** – shall mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Work/Technical Specifications, and the terms and conditions of this Solicitation.

### 1.2. INSTRUCTIONS TO BIDDERS

#### A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit a Bid. To be eligible for award of a contract (including small purchase orders), Bidder must become a registered Supplier/Vendor with Miami-Dade County. Only registered Suppliers/Vendors can be awarded County contracts. Suppliers are required to register using the County's Online Supplier/Vendor Portal as described below in Section B "Supplier/Vendor Registration." For additional information about online Supplier/Vendor registration, please contact the Vendor Outreach & Support Services (VOSS) Section at (305) 375-5773. **In the event that the Supplier's/Vendor's online registration**

## SECTION 1 GENERAL TERMS AND CONDITIONS

submittal is not approved, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder.

### B. Supplier/Vendor Registration

Prior to award recommendation, the County requires that recommended Bidder complete the Business Entity Registration Application via the Strategic Procurement Department's Online Supplier/Vendor Registration Portal in INFORMS at: <https://supplier.miamidade.gov>

To complete the registration, Supplier/Vendor must have the following documents: Miami-Dade County Local Tax Receipt (for Suppliers/Vendors with a physical location within Miami-Dade County), Certificate of Incorporation (if applicable), and the Supplier's/Vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner or individual must be provided as the legal entity identifier. To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records.
- Payments to individual/Contractor for goods and services provided to Miami-Dade County.
- Tax reporting purposes.
- Provision of unique identifier in the Supplier/Vendor database used for searching and sorting departmental records.

The Supplier/Vendor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>

### C. Public Entity Crimes

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, 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 287.017 of the Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

### D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, all Solicitations, once advertised and until an award recommendation are under the "Cone of Silence." Any communication or inquiries, except for clarification of process or procedure already contained in the Solicitation, are to be made in writing to the attention of the Procurement Contracting Officer identified on the front page of the Solicitation via INFORMS with a copy sent to the Clerk of the Board, [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).
2. SPD may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to, or clarifies the terms, provisions or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation whether written or verbal, other than those made in this Solicitation document or in any addenda issued.

3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation.

### E. Contents of Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the requirements and terms and conditions of this Solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to contest any part of the General Terms and Conditions, Additional/Special Conditions and/or Technical Specifications contained in the Solicitation, the Bidder must file a notice of objection in writing with the issuing department, at least two workdays (*not less than forty-eight (48) hours*) prior to the Bid opening date and hour specified in the Solicitation. Failure to file a timely notice of objection will constitute a waiver of proceedings.
3. This Solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative/Implementing Orders, and Resolutions, as well as all applicable State Statutes and Federal Regulations. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.
4. It is the responsibility of the Bidder, prior to conducting any lobbying regarding this Solicitation, to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. The Bidder shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder. Failure of a Bidder to file the appropriate form required, in relation to each Solicitation, may be considered as evidence that the Bidder is not a responsible Contractor. For more information, please use the following link to access the County's Clerk of the Board Lobbyist Online Registration and Information System: <https://www.miamidade.gov/Apps/COB/LobbyistOnline/Home.aspx>

### F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening, a Bidder may change its Bid by submitting a new Bid via INFORMS. No changes to a Bid will be accepted after the Bid opening.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. A Bid may be withdrawn one hundred-eighty (180) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Solicitation. The withdrawal letter must be on the company letterhead and signed by an authorized agent of the Bidder.

### G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Additional/Special Conditions, Technical Specifications, Bid Submittal Section, or any addenda issued, the order of precedence shall be as follows: (1) last addendum issued, (2) Bid Submittal Section, (3) Technical Specifications, (4) Additional/Special Conditions and, (5) General Terms and Conditions.

### H. Prompt Payment Terms

#### **NO PAYMENT TERMS DISTINCTION SHALL APPLY TO SBE FOR FEDERALLY FUNDED PURCHASES**

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74. and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment



## SECTION 1 GENERAL TERMS AND CONDITIONS

shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice.

### THE FOLLOWING PARAGRAPH, IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES:

*"The time at which payment shall be due for Small Business Enterprises (SBEs), shall be fourteen (14) calendar days from receipt of a proper invoice. Billings from Prime Contractors under either services or goods contracts pursuant to Sections 2-8.1.1.1.1 or 2-8.1.1.1.2 of the Code of Miami-Dade County, respectively, that are a SBE contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not in dispute, within fourteen (14) calendar days of receipt of a proper invoice. The Prime Contractor shall pay those amounts not in dispute to subcontracting SBEs within two days of receipt of payment from the County."*

All payments for undisputed amounts due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or their designee, not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

### I. Accounts Receivable Adjustments

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Awarded Bidder to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Awarded Bidder under this Contract. Such retained amount shall be applied to the amount owed by the Awarded Bidder to the County. The Awarded Bidder shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Awarded Bidder for the applicable payment due herein.

### 1.3. PREPARATION OF BIDS

- A. Bidders must complete the Supplier/Vendor Registration within INFORMS, which is free of any charge, to respond to solicitations issued by Miami-Dade County.
- B. The Solicitation submittal form must be fully completed and provided with Bid. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized representative of the Bidder's firm must electronically sign the Solicitation submittal form and submit it electronically. **FAILURE TO SIGN THE SOLICITATION SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if Bid is conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.
- E. The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid."
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

### 1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any

solicitation when it is in the best interest of the County.

### 1.5. AWARD OF SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the Solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Solicitation, as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the Scope of Work/Technical Specifications of this Solicitation remains the same.
- E. Award of this Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to Section 2-8.1(g) of the Code of Miami-Dade County, the Bidder's performance as a Prime Contractor or Subcontractor on previous County contracts shall be considered in evaluating the Bid received for this Solicitation.
- G. To obtain a copy of the Bid tabulation, upon notice of award recommendation, Bidder may request bid tabulations or other award information by contacting the contact person outlined within the Solicitation. Information will then be provided electronically.
- H. The Solicitation, any addenda and/or properly executed modifications, the purchase order, work order, and any change order(s) shall constitute the resultant Contract.
- I. In accordance with Resolution R-1574-88, the Strategic Procurement Department Director or their authorized designee will decide all Tie Bids.
- J. Award of this Bid may be predicated on compliance with, and submittal of all required documents as stipulated in the Solicitation.
- K. In accordance with Resolution No. [R-828-19](#), the County reserves the right to request from any Bidder the disclosure of any lawsuits which include allegations of discrimination in the ten (10) years prior to date of the Solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits.
- L. The County further reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the County deems necessary.
- M. Pursuant to Florida Statutes Section 287.05701, Bidders are hereby notified that the County will not request documentation of, or consider, the social, ideological or political interests of a Bidder when determining if a Bidder is a responsible vendor nor will the County give preference to a Bidder based on the Bidder's social, ideological or political interests.

### 1.6. CONTRACT EXTENSION

The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the Contractor in writing of the extension.

This Contract may be extended beyond the initial one hundred-eighty (180)

## SECTION 1 GENERAL TERMS AND CONDITIONS

day extension period upon mutual agreement between the County and the Awarded Bidder upon approval by the Board of County Commissioners.

### 1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Solicitation. All goods furnished shall be fully guaranteed by the Awarded Bidder against factory defects and workmanship. At no expense to the County, the Awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Additional/Special Terms and Conditions of the Solicitation may supersede the manufacturer's standard warranty.

### 1.8. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

All materials, except where recycled content is specifically requested, supplied by the Awarded Bidder under the Contract shall be new, warranted for their merchantability, and fit for the particular purpose herein. In the event any of the materials supplied to the County by the Awarded Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the Awarded Bidder at its expense and the Contract terminated or, (2) the County may require the Awarded Bidder to replace the materials at its expense.

### 1.9. QUANTITIES

Quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and, (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this Contract under the Joint Purchase portion of the County User Access Program (UAP) described in Paragraph 1.37 and the resultant Contract, if that section is present in this Solicitation document.

### 1.10. NON-EXCLUSIVITY

It is the intent of the County to enter into Contract with the Awarded Bidder that will satisfy its needs as described herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the Work and Services, or any portion thereof, herein described in any manner it sees fit, including but not limited to; award of other contracts, use of any Contractor, or perform the Work with its own employees.

### 1.11. LOCAL PREFERENCE:

#### PARAGRAPH 1.11, LOCAL PREFERENCE, IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES

The evaluation of competitive bids is subject to Section 2-8.5 of the Code of Miami-Dade County, which, except where contrary to Federal and State law, or any other funding source requirements, provides that preference be given to local businesses. A Bidder shall affirm in writing its compliance with the requirements of Section 2-8.5 of the Code of Miami-Dade County at the time of submitting its Bid to be eligible for consideration as a "local business" under this Paragraph.

#### A. A Local Business is defined as:

1. a business that has a valid business tax receipt issued by the County at least one year prior to Bid submission;
2. a business that has physical business address located within the limits of Miami-Dade County from which the Bidder operates or performs

business ("Local Business Location"). The Bidder must own or lease the Local Business Location and the address, or another Local Business Location where the owner maintains the appropriate business permits, must have served as the place of employment for at least three full time employees of the Bidder for the continuous period of one year prior to the Bid submission. By exception, if the Bidder is a SBE certified pursuant to the Code of Miami-Dade County, the Local Business Location must have served as the place of employment for at least one full time employee of the Bidder for the continuous period of one year prior to the Bid submission. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and,

3. a business that contributes to the economic development and well-being of the County in a verifiable and measurable way. This may include but not be limited to, the retention and expansion of employment opportunities and the support and increase in the County's tax base.
4. If a Bidder is a joint venture, the joint venture shall be considered a "local business" if: (a) the joint venture entity meets the requirements of a "local business"; or (b) all of the constituent vendors comprising the joint venture meet the requirements of a "local business".
- B. Additionally, a Locally Headquartered Business shall mean a Local Business as defined above, which has a "principal place of business" in Miami-Dade County. "Principal place of business" means *the nerve center or the center of overall direction, control, and coordination of activities of the Bidder*. If the Bidder has only one business location, such business location shall be its principal place of business.
- C. If the responsive and responsible Bidder offering the low price ("Low Bidder" and "Low Bid" respectively) is not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent (10%) of the Low Bid, and any and all responsive and responsible Locally-Headquartered Businesses submitting a price within fifteen percent (15%) of the Low Bid, shall have an opportunity to submit a best and final offer bid equal to, or lower than the Low Bid.
- D. If the Low Bidder is a Local Business which is not a Locally Headquartered Business, then any and all responsive and responsible Locally-Headquartered Businesses submitting a price within five percent (5%) of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final offer equal to or lower than the Low Bid.

### 1.12. CONTINUATION OF WORK

Any Work that commences prior to and extends beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the County and the Awarded Bidder, will continue until completion at the same prices, terms, and conditions.

### 1.13. BID PROTEST

#### PROVISIONS FOR THE FILING FEE FOR SBE'S SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES.

A recommendation for Contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County, as amended, and as established in Implementing Order No. 3-21.

- A. A written intent to protest shall be filed with the Clerk of the Board and emailed to all participants in the competitive process within three County workdays of the filing of the County Mayor's recommendation. This three-day period begins on the County workday after the filing of the County Mayor's or designee's recommendation. Such written

## SECTION 1 GENERAL TERMS AND CONDITIONS

intent to protest shall state the grounds on which it is based and shall be accompanied by a filing fee as detailed below.

- B. The written intent to protest shall be accompanied by a non-refundable filing fee (the Filing Fee), payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

**THE FOLLOWING PARAGRAPH, IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES:**

*"The Filing Fee for a certified Small Business Enterprise (SBE) firm shall be fifty percent (50%) of the listed Filing Fee above, for such contracts set-aside for bidding solely by SBEs. To be entitled to the reduced Filing Fee, the SBE must be certified with the Division of Small Business Development or successor division or department, at the time of filing of the Bid protest."*

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three County workdays after the filing of a written intent to protest.

- C. For award recommendations greater than \$250,000 the following shall apply:

The County's recommendation to award or reject will be immediately communicated (via email) to all participants in the competitive process and filed with the Clerk of the Board.

- D. For award recommendations from \$25,000 to \$250,000 the following shall apply:

Participants may view recommendations to award on the SPD website:

<https://www.miamidade.gov/DPMwww/AwardRecommendations.aspx> or call the contact person as identified on the cover page of the Solicitation.

**1.14. FEDERAL, STATE AND LOCAL REQUIREMENTS COMPLIANCE**

As applicable, the Awarded Bidder shall comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and County orders, statutes, ordinances, rules and regulations which may pertain to the goods and/or services specified under the Solicitation, including, but not limited to:

- a) ☐ Equal Employment Opportunity clause provided under 41 CFR Part 60-1 in accordance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and implementing regulations at 41 C.F.R. Part 60.

- b) ☐ Miami-Dade County Small Business Enterprises Development Participation Provisions.

**Paragraph 1.14. b) MIAMI-DADE COUNTY SMALL BUSINESS ENTERPRISES DEVELOPMENT PARTICIPATION PROVISIONS SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES**

- c) ☐ Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- d) ☐ The Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5).
- e) ☐ The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by the Department of Labor regulations (29 CFR Part 5).
- f) ☐ Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance."
- g) ☐ Section 10-38 of the Code of Miami-Dade County, "Debarment of

Contractors from County Work."

- h) ☐ Sections 11A-60 – 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- i) ☐ Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) ☐ The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- k) ☐ Section 448.07, Florida Statute "Wage Rate Discrimination Based on Sex Prohibited."
- l) ☐ Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et. seq.) "Discrimination."
- m) ☐ Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- n) ☐ Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- o) ☐ Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Miami-Dade County Resolution No. R-1072-17, by entering this Contract, the Awarded Bidder is certifying that the Awarded Bidder is in compliance with, and will continue to comply with, the provisions of items "a" through "o" above.

**1.15. LICENSES, PERMITS AND FEES**

The Awarded Bidder shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the Work required herein. Damages, penalties, and/or fines imposed on the County or an Awarded Bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections, shall be borne by said Awarded Bidder.

**1.16. SUBCONTRACTING**

When subcontracting is allowed and Subcontractors will be utilized, the Contractor shall comply with Section 2-8.8 of the Code of Miami-Dade County: (1) Prior to Contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts, and (2) As a condition of final payment under a Contract, the Awarded Bidder shall identify Subcontractors used in the Work, the amount of each subcontract, and the amount paid and to be paid to each Subcontractor via the BMWS at <http://mdcsbd.gob2g.com>.

**1.17. SUBCONTRACTORS – RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES**

Pursuant to Sections 2-8.1 and 10-34 of the Code of Miami-Dade County, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier Subcontractors and suppliers via the BMWS at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the Contract. The Awarded Bidder shall not change or substitute first-tier Subcontractors or direct suppliers, or the portions of the Contract Work to be performed or materials to be supplied from those identified except, upon written approval of the County.

**1.18. ASSIGNMENT**

The Awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of the Contract, including any rights, title, or interest therein, or its power to execute such Contract to any person, company or corporation without the prior written consent of the County.

## SECTION 1 GENERAL TERMS AND CONDITIONS

### 1.19. DELIVERY

Unless otherwise specified in the Solicitation, prices quoted shall be Freight on Board (F.O.B.) Destination. Freight shall be included in the Bidder's proposed price.

### 1.20. RESPONSIBILITY AS EMPLOYER

All employees of the Awarded Bidder shall be, at all times, employees of the Awarded Bidder under its sole discretion, and not an employee or agent of the County. The Awarded Bidder shall provide competent employees. The County may require the Awarded Bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee of the Awarded Bidder shall have and wear proper identification.

### 1.21. INDEMNIFICATION

The Awarded Bidder shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the Awarded Bidder or its employees, agents, servants, partners, principals or Subcontractors. The Awarded Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Awarded Bidder expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Awarded Bidder, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

### 1.22. INSURANCE REQUIREMENTS

#### Unless Otherwise Stated in the Solicitation

A. The Awarded Bidder shall furnish to the Vendor Outreach & Support Services Section, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained and meets the requirements as outlined below:

1. ☐ Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Failure to maintain such insurance throughout the term of the Contract shall be a cause for debarment under Section 10-38 of the Code of Miami-Dade County.
2. ☐ Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. ☐ Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

B. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

#### C. Certificates of Insurance must meet the following requirements:

1. Signature of agent must be included.
2. If Automobile Liability Insurance is required above, insurance must be provided for all the following vehicles:
  - a) Owned
  - b) Non-owned
  - c) Hired
3. If Commercial General Liability Insurance is required above, Certificate of Insurance must show **Miami-Dade County as an additional insured for that coverage.**
4. Certificate Holder must read exactly as presented below:

**Miami-Dade County  
111 N.W. 1st Street, Suite 2340  
Miami, FL 33128-1974**

D. Compliance with the requirements in this Paragraph shall not relieve the Awarded Bidder of its liability and obligation under this, or under any other, section of the Contract. The Awarded Bidder shall provide the County with the insurance documents within ten (10) business days after notification of recommendation to award. If the certificate submitted does not include the coverages outlined in the terms and conditions of this Solicitation, the Awarded Bidder shall have an additional five (5) business days to submit a corrected certificate to the County. Failure of the Awarded Bidder to provide the required insurance documents in the manner and within the timeframes prescribed may result in the Awarded Bidder being deemed non-responsible and the issuance of a new award recommendation.

No Work shall be authorized or shall commence under the Contract until the Awarded Bidder has complied with the foregoing insurance requirements.

E. The Awarded Bidder shall assure that the Certificates of Insurance required in conjunction with this Paragraph remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If any Certificate of Insurance is scheduled to expire during the term of the Contract, the Awarded Bidder shall submit new or renewed Certificate(s) of Insurance to the County before such expiration.

F. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Awarded Bidder shall be responsible for all direct and indirect costs associated with such termination.

### 1.23. COLLUSION

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean the Bidder; the principals, corporate officers, and managers of a Bidder; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder

## **SECTION 1**

### **GENERAL TERMS AND CONDITIONS**

for the same contract or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Bid found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

#### **1.24. MODIFICATION OF CONTRACT**

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract.

#### **1.25. TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this Contract for convenience (without cause) upon providing a written notice. Termination for convenience is effective on the termination date stated in the written notice provided by the County. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County shall only be liable for reasonable costs incurred by the Contractor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

#### **1.26. TERMINATION FOR DEFAULT**

The County reserves the right to terminate this Contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the County shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately, or this Contract may be terminated by the County. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative/implementing orders. The Contractor will be notified by letter of the County's intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately, and to the satisfaction of the County, cure said breach. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated Contractor. The Contractor shall be responsible for all other direct damages incurred by the County arising out of the breach.

#### **1.27. BREACHES AND DISPUTE RESOLUTION**

- (1) ☐ **Disputes and Remedies.** Disputes arising in the performance of this Contract which are not resolved by the Contractor and the County's project manager or contract manager, shall be referred, in writing, to the authorized representative of the County Mayor for a decision. If there is a disagreement among the parties regarding the decision of the County Mayor's representative, then either party may submit any claim, counterclaim, dispute, and other matters in question between the County and the Contractor arising out of or relating to this Contract or its breach to a court of competent jurisdiction within Miami-Dade County.
- (2) ☐ **Performance During Dispute.** Unless otherwise directed by the County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (3) ☐ **Claims for Damages.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of their employees, agents or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

#### **1.28. FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8.4.1 of the Code of Miami-Dade County, any individual, corporation, or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, may be debarred. The County, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### **1.29. OFFICE OF THE INSPECTOR GENERAL**

##### **THE COST OF RANDOM AUDITS SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES**

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records, and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts.

##### **THE FOLLOWING PARAGRAPH, IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES:**

*"The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the Code of Miami-Dade County."*

#### **1.30. PRE-AWARD INSPECTION**

The County may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Solicitation.

#### **1.31. PROPRIETARY/CONFIDENTIAL INFORMATION**

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the Bid will be available for public inspection after opening of bids and may be considered by the County in public.

**By submitting a Bid pursuant to this Solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential.**

In the event that the Bid contains a claim that all or a portion of the Bid submitted contains confidential, proprietary or trade secret information, the Bidder, by electronically signing the Solicitation submittal form, knowingly and expressly waives all claims made that the Bid, or any part thereof, no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

#### **1.32. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

1. ☐ Use of information only for performing services required by the contract or as required by law;
2. ☐ Use of appropriate safeguards to prevent non-permitted disclosures;
3. ☐ Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. ☐ Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
5. ☐ Making Protected Health Information (PHI) available to the customer;
6. ☐ Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. ☐ Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. ☐ Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Awarded Bidder must give its customers written notice of its privacy information practices including specifically a description of the types of uses and disclosures that would be made with protected health information.

**1.33. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX**

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this Contract, no award for those portions of a purchase order utilizing Charter County Transit System Sales Surtax funds as part of a multi-department Contract, nor a Contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the Contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the aforementioned provisions, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the CITT.

**1.34. LOBBYIST CONTINGENCY FEES**

In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May 16, 2003, no person may, in whole or in part, pay, give, or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

**1.35. AUDITS – ACCESS TO RECORDS**

The County, through its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this

Contract and any extension thereof, have access to and the right to examine and reproduce any of the Awarded Bidder's books, documents, papers and records and of its Subcontractors and Suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Contract.

Pursuant to Section 2-481 of the Code of Miami-Dade County, the Awarded Bidder will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Awarded Bidder agrees to maintain an accounting system that provides accountancy records that are supported with adequate documentation and procedures for determining the allowability and allocability of costs.

**1.36. INVOICES**

The Awarded Bidder shall invoice the County, as specified in this Solicitation. The invoice date shall not exceed thirty (30) calendar days from the delivery of the items or the provision of Services, unless otherwise noted in the Contract. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items or provision of and acceptance of the Services. Failure to submit invoices in the prescribed manner will delay payment.

All invoices shall contain the following information:

- I. ☐ Awarded Bidder's Information:
  - ☐ Name of the Awarded Bidder as specified on the Award Notice issued by the County.
  - ☐ Date of Invoice
  - ☐ Unique Invoice number
  - ☐ Awarded Bidder's Federal Identification Number on file with the County and the State of Florida.
- II. ☐ County Information:
  - ☐ County Release Purchase Order Number
- III. ☐ Pricing Information:
  - ☐ Unit price of the goods and/or services provided
  - ☐ Extended total price of the goods and/or services provided
  - ☐ Applicable discounts
- IV. ☐ Goods or Services Provided:
  - Description
  - ☐ Quantity
- V. ☐ Delivery Information:
  - ☐ Delivery terms set forth within the County Release Purchase Order
  - ☐ Reference to (or include a copy of) the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County at the time the items were delivered and accepted.
  - ☐ Location and date of delivery of goods and/or services provided.

**1.37. COUNTY USER ACCESS PROGRAM (UAP)**

**PARAGRAPH 1.37. COUNTY USER ACCESS PROGRAM (UAP), IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES**

**A. User Access Fee**

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any Contract resulting from the Solicitation, and the utilization



## SECTION 1 GENERAL TERMS AND CONDITIONS

of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Awarded Bidder providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the two percent (2%) UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the two percent (2%) UAP for use by the County to help defray the cost of the procurement program. Bidder participation in this invoice reduction portion of the UAP is mandatory.

### **B. Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide the approved entities a UAP Participant Validation Number. The Awarded Bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this Paragraph. Awarded Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The Awarded Bidder shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Awarded Bidder shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity, and prior to shipping of goods.

The County shall have no liability to the Awarded Bidder for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Awarded Bidder and shall be paid by the ordering entity less the two percent (2%) UAP.

### **C. Bidder Compliance**

If an Awarded Bidder fails to comply with the aforementioned provisions, that Contractor may be considered in default by the County.

### **1.38. DEMONSTRATION OF EQUIPMENT MAY BE REQUIRED DURING EVALUATION**

After receipt of Bids by the County, Bidders may be required to demonstrate specifically offered equipment/product to County personnel, at no additional cost. The purpose of this demonstration is to observe the equipment/product in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this Solicitation.

If a demonstration is required, the County will notify the Bidder in writing and specify the date, time and location of the demonstration. If the Bidder fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that Bidder's offer, or to reschedule the demonstration, whichever action is determined to be in the best interest of the County. The County shall be the sole judge of the acceptability of the equipment/product in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the Bidder's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment/product to be provided by the Awarded Bidder during the Contract term shall conform to the equipment used in the demonstration. The Awarded Bidder shall provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the Contract.

### **1.39. EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE**

The equipment being offered by the Awarded Bidder shall be the most recent model available. Any optional components which are required in accordance with the specifications herein shall be considered standard equipment for the purposes of this Solicitation. Demonstrator models will not be accepted. Omission of any essential detail from the specifications herein does not relieve the Awarded Bidder from furnishing a complete unit. The equipment shall conform to all applicable Federal (including OSHA), State, and local safety requirements. All components (whether primary or ancillary) of the delivered equipment shall be in accordance with current Society of Automotive Engineering (SAE) standards and recommended practices, as applicable. The engineering, materials, and workmanship associated with the Awarded Bidder's performance hereunder shall exhibit a high-level of quality and appearance consistent with or exceeding industry standards.

### **1.40. PATENTS AND ROYALTIES**

The Awarded Bidder, without exception, shall indemnify and hold harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the Contractor. The Awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by Awarded Bidder or is based solely and exclusively upon the County's alteration of the article. The purchaser (County) will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the Awarded Bidder may, at its option and expense, procure for the purchaser (County) the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the Awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction). If the Awarded Bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the Work.

### **1.41. TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS**

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances which they may be exposed to in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the Awarded Bidder performing under the Contract shall provide two complete sets of Material Safety Data Sheets to each County Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.

For additional information on the Federal Right to Know Regulation, contact OSHA at <https://www.osha.gov/>.

### **1.42. GOVERNING LAW AND VENUE**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall

## **SECTION 1**

### **GENERAL TERMS AND CONDITIONS**

be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

#### **1.43. BANKRUPTCY**

The County reserves the right to terminate this Contract, if, during the term of any contract the Awarded Bidder has with the County, the Awarded Bidder becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Awarded Bidder under federal bankruptcy law or any state insolvency law.

#### **1.44. SURVIVAL**

The parties acknowledge that any of the obligations in this Contract will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Awarded Bidder and the County under this Contract, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

#### **1.45. SMALL BUSINESS ENTERPRISE (SBE) MEASURES**

##### **PARAGRAPH 1.45. SMALL BUSINESS ENTERPRISE (SBE) MEASURES, IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES**

A Small Business Enterprise (SBE) is a business entity certified by the Office of Small Business Development (SBD), providing goods or services, which has a valid business tax receipt issued by the County at least one year prior to certification, an actual place of business in Miami-Dade County, not a virtual office, and whose three-year average gross revenues do not exceed the following contracting participation levels:

- (i) ☐ Tier 1 - \$0 to \$750,000;
- (ii) ☐ Tier 2 - \$750,000.01 to \$2,000,000;
- (iii) ☐ Tier 3 - \$2,000,000.01 to \$5,000,000; or
- (iv) ☐ Tier 4 - \$5,000,000.01 to \$8,000,000.

The term Small Business Enterprise, as it applies to **goods only**, shall also include manufacturers with one hundred (100) employees or less, or wholesalers with fifty (50) employees or less, without regard to gross revenues. A wholesaler or manufacturer must comply with all other requirements of this section to be a certified SBE.

An SBE measure applies to this Solicitation as follows and as otherwise stipulated in Sections 2-8.1.1.1.1, 2-8.1.1.1.2, and 10-34 of the Code and Miami-Dade County and Implementing Order 3-41 in case of changes to legislation. After award, any changes in SBE participation must be approved by SBD. The BMWS is the web-based system that firms must utilize to comply with SBE, Wage and/or Workforce programs, and Subcontractor reporting requirements (<http://mdcsbd.qob2q.com>).

#### **Set-Asides**

Contract may be set aside for SBE participation where prior to Solicitation advertisement, there are at least three available SBEs to perform the contract, and where such set-aside is in the best interest of the County. Where applicable:

- (i) ☐ contracts greater than \$250,000 to \$750,000 shall be set-aside for Tier 1 SBEs;
- (ii) ☐ contracts from \$750,000.01 to \$2 million shall be set-aside for Tier 2 SBEs;
- (iii) ☐ contracts from \$2,000,000.01 to \$5 million shall be set-aside for Tier 3 SBEs; and
- (iv) ☐ contracts from \$5,000,000.01 to \$8 million shall be set-aside for Tier 4 SBEs.

Lower tier SBEs may bid on higher tier set-asides.

Contracts set-aside for SBE participation shall have the following preferences: ten percent (10%) for Tier 1 SBEs; five percent (5%) for Tier 2 SBEs; and zero (0) percent for Tier 3 and Tier 4 SBEs. The preference shall be used only to evaluate a Bid and shall not affect the Contract price.

For Contracts set-aside for SBE participation, Bidders must submit a completed Certificate of Assurance acknowledging the required SBE measure at the time of Bid submission. Where subcontracting is allowed or required on a set-aside contract, Bidders may also be required to submit a Utilization Plan via BMWS.

#### **Bid Preference**

For awards valued from \$250,000.01 up to one million dollars (\$1,000,000) and not set-aside for SBEs, a ten percent (10%) bid preference shall automatically apply for Tier 1 and Tier 2 SBEs and a five percent (5%) preference shall automatically apply for Tier 3 and Tier 4 SBEs. The preference accorded on awards greater than one million dollars (\$1,000,000) and not set-aside for SBEs shall be five percent (5%) of the Bid price for all tier SBEs, including BAFO submissions. Preferences shall be applied to the Bid price of Bidders that are SBE's or joint ventures with at least one SBE firm.

The preference shall be used only to evaluate a Bid and shall not affect the Contract price. Application of preference shall be applied in accordance with the requirements of Paragraph 1.47.

#### **Subcontractor Goals**

Subcontractor goals may be applied to a Contract based on estimates made prior to Solicitation advertisement of the quality, quantity and type of subcontracting opportunities provided by the Contract and the availability of SBEs to perform such Work. Only SBEs certified to provide the type of goods or services are counted towards meeting a goal. For contracts in which a goal is applied, Bidder must submit (1) a completed Certificate of Assurance acknowledging the required SBE measure at the time of Bid submission and (2) a Utilization Plan listing the certified SBEs to fulfill the SBE goals via BMWS, upon notification by SBD or BMWS, within the required time frame. The Contractor will be responsible for reporting payments to Subcontractors, and Subcontractors must confirm the reported payments, via BMWS, within the specified time frame.

#### **Certification**

**SBEs must be certified by SBD. For certification information, please contact SBD at 305-375-3111 or online at <https://www.miamidade.gov/smallbusiness/enterprise-programs.asp>. The enterprises must be certified by bid submission deadline and at contract award, to remain eligible for the preference.**

To search for SBE certified firms or view a firm's certification status, please visit the BMWS website at <https://mdcsbd.qob2q.com>.

#### **1.46. LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE**

##### **PARAGRAPH 1.46. LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE, IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES**

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises (VBE) in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to Bid submittal is



**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

A Local Certified Veteran Business Enterprise that submits a bid for a contract shall receive a bid preference of five percent (5%) of the bid price. These preferences will only be used for evaluating and awarding the bids and shall not affect the contract price. However, if a Local Certified Veteran Business Enterprise is the lowest Bidder as a result of a Best and Final Offer (also known as a BAFO), then the price submitted as part of the Best and Final Offer shall be the Contract price.

At the time of Bid submission, the Bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Solicitation submittal form.

**1.47. APPLICATION OF PREFERENCES**

**PARAGRAPH 1.47. APPLICATION OF PREFERENCES, IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES**

The preferences required by the Code of Miami-Dade County for the Solicitation will be applied in the following manner:

(1) The County will apply first the preferences available to SBEs under Sections 2-8.1.1.1(3)(c)(3), 2-8.1.1.1(3)(c)(4), and 2-8.1.1.2(3)(c)(3) without reference to preferences which may be available to local or locally headquartered businesses under other provisions of the Code.

(2) The County will apply the local and locally headquartered business preferences only after applying the preferences provided in subsection 1 above.

(3) In determining whether a SBE is entitled to the opportunity to submit a best and final bid offer equal to or lower than the low bid under Section 2-8.5 (2)(a)(1), the Bid of the SBE shall be reduced by the amount of any preference to which the SBE is entitled under Section 2-8.1.1.1(3)(c)(3) and Section 2-8.1.1.2(3)(c)(3), which shall be referred to as the SBE evaluation price. The SBE evaluation price shall be used for evaluating the SBE's opportunity to participate in the best and final bid offer.

(4) The preference to Local Certified Veteran Business Enterprises provided for under Section 2-8.5.1 shall be applied without reference to any bid preference or selection factor available to an SBE.

**1.48. ADDITIONAL/SPECIAL SECURITY REQUIREMENTS AT CERTAIN MIAMI-DADE COUNTY DEPARTMENTS**

Miami-Dade Aviation (MDAD), Water and Sewer (WASD), Transportation and Public Works (DTPW) and Seaport (PortMiami) Departments operate under strict security regulations. These regulations involve the issuance of additional identification (ID) cards.

Awarded Bidders performing services at MDAD must follow all required security procedures. This will include security checks and passes for all employees, a special driving course for those who operate a vehicle on the aircraft operating area (AOA), additional badges to work within the US Customs service area and, may include bonding for a Customs I.D. For Customs ID, call 305-345-6528 or email [miamiairportsecurityoffice@cbp.dhs.gov](mailto:miamiairportsecurityoffice@cbp.dhs.gov) for information. For MDAD ID, call 305-876-7188 for appointment and to pick-up package. Awarded Bidders are responsible for all costs incurred in obtaining security badges. Security clearance must be obtained prior to start of Contract.

Complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of the PortMiami and WASD frequently (more than 5 times within a 90-day period). These ID cards are required for access and are issued by the departments at the

current cost of \$60.00 per applicant per year. Therefore, the Awarded Bidder shall obtain and pay for ID cards for each of their employees and/or agents who will be frequently visiting or performing Services in restricted areas.

For more information concerning PortMiami ID cards, you may contact the PortMiami ID Office at (305) 347-4955.

For more information concerning WASD ID cards, contact the WASD security at (786) 552-8271.

For the Department of Transportation and Public Works (DTPW), all Awarded Bidders and their employees are required to have at all times a current ID card issued by DTPW while working on DTPW property. For information as to the requirements in obtaining the ID card, contact the Office of Safety and Security by calling 305-375-4240. Additional Security Clearance may be required during the Contract term as may be mandated by County ordinance, local, state, federal laws, or department policy. Awarded Bidders will be charged a minimal fee for the badging requirement.

**1.49. FIRST SOURCE HIRING REFERRAL PROGRAM ("FSHRP")**  
**PARAGRAPH 1.49. FIRST SOURCE HIRING REFERRAL PROGRAM ("FSHRP"), IN ITS ENTIRETY, SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Awarded Bidder, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County Contract through the SFWIB. If no suitable candidates can be employed after a referral period of three (3) to five (5) days, the Awarded Bidder is free to fill its vacancies from other sources. Awarded Bidders will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Awarded Bidder performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the non-compliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at: [First Source Registration \(careersourcesfl.com\)](http://careersourcesfl.com).

**1.50. NONDISCRIMINATION**

During the performance of this Contract, Awarded Bidder agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts based on source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Awarded Bidder attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

Contract void. This Contract shall be void if the Awarded Bidder submits a false affidavit pursuant to this Resolution or, the Awarded Bidder violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

**1.51. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

The Awarded Bidder shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable, shall be a material breach of the Contract and shall be enforced in accordance with the terms of the Contract.

**IF THE AWARDED BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE AWARDED BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128**

**1.52. ASPIRATIONAL POLICY REGARDING DIVERSITY**

Pursuant to Resolution No. R-1106-15, Miami-Dade County Suppliers/Vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally based small firms and employees from the communities where work is being performed in their performance of Work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations.

**1.53. PROHIBITION ON POLYSTYRENE ARTICLES IN MIAMI-DADE COUNTY PARKS**

Pursuant to Rule 36 of Chapter 26 of the Code of Miami-Dade County, Parks, Recreation and Open Spaces Department Contractors (Parks Contractors) shall not sell, use, provide food in, or offer the use of Polystyrene articles, also known as Styrofoam, on park property or facilities located within Miami-Dade County Parks. This rule is applicable to a contractor, vendor, licensee, programming partner, or permittee of the County that uses, works on, provides services at, or undertakes construction of a park property; a special events permittee for an event in a park; or an operator or manager of a park property or a facility within a park.

This rule shall not apply to Polystyrene articles that are used for prepackaged food that have been filled and sealed prior to receipt by the Parks Contractor. A violation of this rule shall be deemed a default under the terms of the applicable contract between the County and the Parks Contractor.

**1.54. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)**

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination, the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

**1.55. LABOR, MATERIALS, AND EQUIPMENT**

Awarded Bidder shall furnish all labor, materials, and equipment necessary for satisfactory Contract performance. When not specifically identified in the Technical Specifications, such materials and equipment shall be of a suitable type and grade for the purpose of the Work and Contract. All materials, workmanship, and equipment shall be subject to inspection and approval by the County prior to commencement of the Work, unless otherwise specified in the Solicitation.

**1.56. ACCIDENT PREVENTION AND BARRICADES**

Precautions shall always be exercised for the protection of persons and property. All Awarded Bidders performing Services under the Contract shall conform to all relevant Occupation Safety and Health Administration (OSHA) requirements, State and County regulations, and County department's safety procedures during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible Awarded Bidder. Barricades shall be provided by the Awarded Bidder when Work is performed in areas traversed by persons, or when deemed necessary by the County.

## **SECTION 1**

### **GENERAL TERMS AND CONDITIONS**

#### **1.57. CLEAN-UP**

All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in accordance with all laws and permits pertaining to the safe and proper disposition of the materials and debris. Upon final completion, the Awarded Bidder shall thoroughly clean up all areas where Work has been involved, as mutually agreed with the associated department's project manager.

#### **1.58. 2026 WORLD CUP**

The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Contract, Contractor shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Contractor's rights or obligations under this Contract are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to Contractor, the terms of this Contract shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, Contractor shall have the right, upon written notice to the County within five days of receipt of notice of such a conflict, to terminate this Contract for convenience; in such termination, the Contractor shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Contractor does not elect to terminate this Contract within the time specified herein, this Contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

#### **1.59. FAA ADDITIONAL/SPECIAL PROVISIONS**

##### **A. Compliance with Nondiscrimination Requirements**

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Non-discrimination:** The Contractor, with regard to the Work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all Solicitations, either by competitive bidding, or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subcontractor or Supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records,

accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's non-compliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the Contract until the Contractor complies and/or;
  - b. Cancelling, terminating, or suspending a Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016, Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**B.** All Contracts and subcontracts that result from this Solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**C.** All Contracts and subcontracts that result from this Solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **1.60. FORCE MAJEURE**

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign

## SECTION 1 GENERAL TERMS AND CONDITIONS

conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the project manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience, negotiate with the next low Bidder, or obtain the goods and/or services through a separate contract.

### 1.61. PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER OR CONTRACTED CARRIER

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the Common Carrier or Contracted Carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of Section [908.111](#), Florida Statutes ("F.S."), titled "Prohibition against governmental entity contracts with Common Carriers," etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section [908.111](#), F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attestation by the Contractor shall be in the form attached to this Contract as **Exhibit A - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided to Miami-Dade County when entering, amending, or renewing this Contract. This Contract shall not be effective unless and until Contractor executes and provides such attestation.

Additionally, the Contractor acknowledges and agrees that this Paragraph and the corresponding compliance with the requirements of Section [908.111](#), F.S., are deemed added to Paragraph 1.14 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section [908.111](#), F.S., such violation shall be just cause for immediate termination of the Contract by the County, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the County and Contractor shall take all actions as provided for in Paragraph 1.26 of this Contract. If County terminates this Contract for cause under this subsection, County shall retain its rights under Paragraph 1.28 of the Contract to (1) terminate or cancel any other Contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or

cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the County debarment procedures.

### 1.62. CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM

All purchases of Cybersecurity Products shall abide by [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, titled Cybersecurity and Information Technology Procurement and Protection Program. The proposed software and/or hardware shall be produced in the United States, with the following exceptions:

- (a) ☐ the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;
- (b) ☐ upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County is not consistent with the best interests of the public; or
- (c) ☐ the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232, as that list may be amended from time.

Awarded Bidder's employees who have access to County owned, licensed, or operated Cybersecurity Products shall be subject to Heightened Security Review prior to such employees being granted access to County Cybersecurity Products.

### 1.63. POURING RIGHTS

The County reserves the right, at its sole and absolute discretion, to enter into future agreements with other Suppliers/Vendors to provide such Suppliers/Vendors the exclusive right to supply the County with Beverages or enter into agreements that provide that certain branded Beverages shall be the only Beverages that will be sold, dispensed, or served at County facilities. Such agreements may take the form of Pouring Rights agreements, sponsorship agreements, marketing partnership agreements or other exclusive rights agreements. The Contractor agrees and acknowledges that because of such future agreements the Contractor may be required to supply only Beverages of a certain brand to the County. Additionally, the Contractor agrees and acknowledges that such agreements may cause the County to terminate this agreement with the Contractor.

### 1.64. COMPLIANCE WITH FEDERAL PROVISIONS, INCLUDING FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

The following provisions apply for the purchase of goods, services, construction or repairs to be provided as a result of any award under this Solicitation, by an Awarded Bidder to Miami-Dade County, and funded, in whole or in part, by Federal assistance in the form of grant, subgrant, loan or reimbursement either directly to the County as a recipient or as a subrecipient of funding provided from the Federal government to an agency of the State of Florida or to another pass-through agency..

#### A. EQUAL EMPLOYMENT OPPORTUNITY

- i. ☐ **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.
- ii. ☐ **Required Language.** 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

## SECTION 1 GENERAL TERMS AND CONDITIONS

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### **B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Applicability: This requirement applies to all FEMA grant and cooperative agreement programs for Contracts exceeding \$25,000)**

- (1) ☐ Contractors who apply or bid for, or have received an award exceeding \$25,000, shall file the attached **Exhibit C – Suspension and Debarment Certification Form**.
- (2) ☐ Contract is a covered transaction for purposes of 2 CFR Part 180 and



## **SECTION 1**

### **GENERAL TERMS AND CONDITIONS**

2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

- (3) ☐ Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (4) ☐ Certification is a material representation of fact relied upon by Miami-Dade County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (5) ☐ The Bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this Bid is valid and throughout the period of any Contract that may result from this Solicitation. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **C. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (Applicability: Funding agreement)**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 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 FEMA.

This requirement applies to "funding agreements," but it **DOES NOT apply to the FEMA Public Assistance Program**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

#### **D. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS (Applicability: All contracts greater than \$100,000)**

Contractors who apply or bid for, or have received an award exceeding \$100,000, shall file the attached **Exhibit B – Byrd Anti-Lobbying Certification and Disclosure Statements**. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to Federal awarding agency. If applicable, Contractors must sign and submit to the non-federal entity the following certification.

#### **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Refer to Exhibit B - Byrd Anti-Lobbying Certification and Disclosure Statement

#### **E. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148) and COPELAND "ANTI-KICKBACK" ACT (18 USC § 40 U.S.C. 3145).**

The Copeland Anti-Kickback Act applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies and provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. The Davis-Bacon Act applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. They do not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

Accordingly, if applicable to this Contract,

- (1) ☐ All prime construction contracts exceeding \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, and if applicable, the Contractor must pay all laborers and mechanics employed or working upon the site of the Work wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor pursuant to 29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at rates not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. The County will attach a copy of the

## SECTION 1 GENERAL TERMS AND CONDITIONS

current prevailing wage determination issued by the Department of Labor to this solicitation.

Effective October 23, 2023, the U.S. Department of Labor implemented the Wage and Hour Division's (WHD) original methodology for determining prevailing wages, known as the "three-step process" that was in effect prior to 1983. According to said process, in the absence of a wage rate paid to a majority of workers in a particular classification, a wage rate will be considered prevailing if it is paid to at least 30% of such workers. Only if no wage rate is paid to at least 30% of workers in a classification will a weighted average rate be used.

Other wage determination improvements noted in the Davis-Bacon amendments of October 2023 are noted below:

- (a) ☐ Frequently Conformed Rates – permits the Department of Labor to list on wage determinations a new category of supplemental wage and fringe benefit rates for classifications for which the Department's WHD received insufficient data through its wage survey process and for which conformance requests are regularly submitted.
- (b) ☐ Periodic Adjustments to Wage Determinations – permits WHD to periodically adjust certain non-collectively bargained prevailing wage and fringe benefit rates between Davis-Bacon wage surveys so that these rates do not become out-of-date and fall behind prevailing rates in the area. Such rates may be adjusted based on U.S. Bureau of Labor Statistics Employment Cost Index (ECI) data no more frequently than once every three (3) years, and no sooner than three (3) years after the date of the rate's publication.
- (c) ☐ Use of State or Local Agency Prevailing Wage Rates - allows WHD to adopt prevailing wage rates set by state or local officials, even if the state or locality's methods or criteria for determining the prevailing wage are not precisely the same as WHD's, provided that specified criteria are met.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a Contract or Subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- a. ☐ Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of 29 CFR § 5.5; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4).

- b. ☐ Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 CFR § 5.5) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.
- c. ☐ Duration of Applicability of Wage Determination to Contract or Project applies for the life of the contract, with three limited exceptions: where there is new out-of-scope construction, where there is an additional time period not previously obligated, or where the contract is an indefinite-delivery-indefinite quantity (IDIQ) or similar long-term contract.
  - i. ☐ New out-of-scope construction: The final rule codifies the Department's longstanding position that the most recent revision of any applicable wage determination(s) must be incorporated when a contract is modified to include substantial additional construction not within the scope of work of the original contract.
  - ii. ☐ Additional time period not obligated: the final rule codifies WHD's longstanding position that the most recent revision of any applicable wage determination(s) must be incorporated when a contract is changed to require the contractor to perform work for an additional time period not originally obligated, such as when an option is exercised.
  - iii. ☐ IDIQ and similar long-term contracts: The final rule requires contracting agencies to update wage determinations annually for IDIQ and similar long-term contracts that require construction work over a period of time that is not tied to the completion of any particular project.
- d. ☐ Multiple Types of Construction means when a project involves work in more than one type of construction (e.g., building, heavy, highway, residential), the contracting agency must incorporate the applicable wage determination for each type of construction involved that is anticipated to include a substantial amount of construction.
- e. ☐ Project Wage Determinations:
  - i. ☐ Multi-County Projects – authorizes contracting agencies to request a project wage determination where the project involves work in more than one county and will employ workers who may work in more than one county.
- (2) ☐ The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.
- (3) ☐ The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all these Contract clauses.
- (4) ☐ A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12. The debarment provisions set forth a three-year period for all debarments.
- (5) ☐ The Copeland "Anti-Kickback Act" provides for the following standards: Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

## SECTION 1 GENERAL TERMS AND CONDITIONS

supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in whole or in part by Loans or Grants from the United States").

Compliance with the Copeland "Anti-Kickback" Act.

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all of these Contract clauses.
- c. **Breach.** A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12."

### F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. §§ 3702 AND 3704

- (1) **Applicability.** This requirement applies to all FEMA contracts awarded by the County in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The amended Davis-Bacon Act (effective October 23, 2023) articulates circumstances under which transportation (e.g., of materials) by employees of contractors or subcontractors is covered, namely:

- i. ☐ Transportation entirely within the site of the work (i.e., from one location on the worksite to another).
- ii. ☐ Transportation of a "significant portion" of a public work between a secondary construction site and a primary construction site.
- iii. ☐ Transportation between an adjacent or virtually adjacent dedicated support site (e.g., project-dedicated batch plants or borrow pits located next to the worksite) and the primary or secondary worksite; and
- iv. ☐ Onsite activities essential or incidental to offsite transportation (e.g., pickup, dropoff, loading and waiting time) where such time is not de minimis. The total amount of time a driver spends on the site of the work during a typical day or workweek – not just the amount of time that each individual delivery or removal takes – is relevant to a determination of whether the driver's onsite time is de minimis.

- (2) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (3) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Paragraph (F)(2) of this section, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (F)(2) of this Section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (F)(2) of this Section.
- (4) **Withholding for unpaid wages and liquidated damages.** Miami-Dade County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated. Damages as provided in the clause set forth in Paragraph (F)(3) of this section.
- (5) **Contractor or Subcontractor.** The clauses set forth in Paragraphs (F)(1) through (4) of this Section shall be inserted in any subcontracts and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in Paragraphs (F)(1) through (4) of this Section."

Further Compliance with the Contract Work Hours and Safety Standards Act.

- (i) ☐ Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (ii) ☐ Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security (DHS), the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

### G. THE CLEAN AIR ACT, as amended, 42 U.S.C. §§7401-7671q and the FEDERAL WATER POLLUTION CONTROL ACT, as amended, 33 U.S.C. §§ 1251-1387

**(Applicability: Contracts exceeding \$150,000 awarded by the County under a federal grant).**

- (1) ☐ Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. seq.



## SECTION 1 GENERAL TERMS AND CONDITIONS

- (2) ☐ Contractor agrees to report each violation to Miami-Dade County (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) ☐ Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### H. PROCUREMENT OF RECOVERED MATERIALS

#### (Applicability: Contracts exceeding \$10,000)

In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (1) ☐ Competitively within a timeframe providing for compliance with the Contract performance schedule;
- (2) ☐ Meeting Contract performance requirements; or
- (3) ☐ At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/frequent-questions-about-comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### I. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) **Prohibitions.**

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in Paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) ☐ Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (iv) Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment,

system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) **Exceptions.**

- (1) This clause does not prohibit Contractors from providing:
  - (i) A Service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are not used as a substantial or essential component of any system; and
    - ii. Are not used as critical technology of any system.
  - iii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) **Reporting requirement.**

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in Paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to Paragraph (d)(1) of this clause:
  - (i) Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within ten (10) business days of submitting the information in Paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) **Subcontracts.**

The Contractor shall insert the substance of this clause, including this Paragraph (e), in all subcontracts and other contractual instruments.

### J. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. It is the intent of Miami-Dade County and the Contractor that this agreement includes

## SECTION 1 GENERAL TERMS AND CONDITIONS

and incorporate all requirements under all applicable State or Federal law, rules, regulations, or standards as may be needed such that this agreement is eligible for state or Federal reimbursement. All such laws, rules, regulations, or standards, to the extent not expressly included herein, are deemed incorporated into this agreement, and Contractor shall comply with same as if same were expressly included herein. Refer to [Sec. 2-8.2.6.1](#) of the Code of Miami-Dade County.

### K. AFFIRMATIVE SOCIOECONOMIC STEPS: CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, C.F.R. § 200.321(G)

Pursuant to C.F.R. 200.321 (g), Miami-Dade County will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
- (6) If subcontracts are to be let, the Prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321 (J)(1-5) as listed above to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

### L. ACCESS TO RECORDS

In addition to the provisions contained in the Contract, the following access to records requirements apply to this Contract:

- 1) ☐ The Contractor agrees to provide Miami-Dade County, the FEMA Administrator, the Comptroller General of the United States, Inspector General of the United States, the Florida Auditor General, the Chief Inspector General of the State of Florida, the Florida Division of Emergency Management, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) ☐ The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) ☐ The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the Work being completed under the Contract.
- 4) ☐ The Contractor agrees to retain its books, documents, papers and records of Contractor pertinent to this Contract for a period of five (5) years from the date of expiration of this Contract; provided, however, that the following are exceptions to this five (5) year requirement:
  - (i) If any litigation, claim or audit is started before the expiration of the five (5) year period and Contractor is notified of same, then the records must be retained until all litigation, claims or audit

findings involving the records have been resolved and final action taken.

- (ii) ☐ Where Contractor is notified in writing to extend the retention period, then the record must be retained for the additional times requested by the government; and
- (iii) ☐ Where Contractor transfers all records to the County at the completion of the Contract as set forth in and in accordance with section M herein, then Contractor is not required to retain records for the five (5) year period as herein required and shall instead comply with the requirements of section M below.

In compliance with Section 1225 of the Disaster Recovery Reform Act of 2018, Miami-Dade County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### M. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use including prepared derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the County or, acquire on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any Work subject to copyright under 17 U.S.C. §102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the County data first produced in the performance of this Contract in formats acceptable by the County.

### N. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OF RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

### O. DHS SEAL, LOGO, AND FLAG

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in the any subcontracts.

### P. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### Q. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

### R. CHANGES

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract as stipulated in Paragraph 1.24 above. All changes to the method, pricing, or schedule of work must be

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

reasonable and the Contractor shall not present any claim which is not allowable or allocable under any FEMA rule, requirement, or standard. The Contractor shall present all full and complete written justification, including cost or schedule documentation, supporting any request for a change to the Agreement at the direction of the County, and shall certify any such request for a change pursuant to the County's False Claims Ordinance, 21-255 et seq of the Miami-Dade County Code.

**S. NO OBLIGATION BY FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

The Florida Division of Emergency Management and the State of Florida are not parties to this Contract and are not subject to any obligations or liabilities of the County, Contractor, or any other party pertaining to any matter resulting from the Contract. The Contractor agrees to hold harmless and indemnify the Florida Division of Emergency Management, the State of Florida, the United States of America, FEMA, the County, and their employees and/or contractors from and against all liability and claims of whatever nature by third parties arising from this Contract or the performance of Work arising from this Contract.

**1.65 CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED**

By submitting a bid, quote or other response, or otherwise entering into, a contract under this Solicitation, the Bidder affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Bidder further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Bidder is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Bidder; or c) the Bidder is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)-(c) of Section 287.138, F.S.

This affirmation by the Bidder shall be in the form attached to this Solicitation as **Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit**.

AGENCY: Adults Mankind Organization, Inc. DATE: August 1, 2024

### ORGANIZATIONAL RESPONSIBILITIES

Provide the names(s) and telephone number of the person(s) who has been designated the responsibility within the following areas:

POSITION	NAME	TELEPHONE NUMBER & E-MAIL
<u>Chairman of the Board</u>	<u>Carmen Carulla</u>	<u>(305)607-5817 carmen1645@yahoo.com</u>
<u>Chief Executive*</u>	<u>Ana Someillan</u>	<u>(305)271-5121 asomeillan@adulthoodmankind.com</u>
<u>Project Director</u>	<u>Irene Farinas</u>	<u>(305)271-5121 ifarinas@adulthoodmankind.com</u>
<u>Affirmative Action Officer</u>	<u>Ana Someillan</u>	<u>(305)271-5121 asomeillan@adulthoodmankind.com</u>
<u>Personnel Officer</u>	<u>Ana Someillan</u>	<u>(305)271-5121 asomeillan@adulthoodmankind.com</u>
<u>Fiscal Management Officer</u>	<u>Orestes Garabito</u>	<u>305)271-5121 ogarabito@adulthoodmankind.com</u>

	Name	Signature
• Person Authorized to Sign Contract(s) according to Corporate/ Board Resolution	<u>Carmen Carulla</u>	<u>Carmen Carulla</u>
• Persons Authorized to Sign Invoicing Packages and Procurement Requests (Finance Manager or above)	<u>Ana Someillan</u>	<u>Ana Someillan</u>
	<u>Laura Martinez</u>	<u>Laura Martinez</u>
	<u>Orestes Garabito</u>	<u>Orestes Garabito</u>
• Persons Authorized to Pick Up Emergency Payments/Checks	<u>Ana Someillan</u>	<u>Ana Someillan</u>
	<u>Irene Farinas</u>	<u>Irene Farinas</u>
	<u>Aridio Genao</u>	<u>Aridio Genao</u>
• Person(s) Authorized to Sign and/or Pick Up Other Relevant Documents	<u>Ana Someillan</u>	<u>Ana Someillan</u>
	<u>Irene Farinas</u>	<u>Irene Farinas</u>
	<u>Aridio Genao</u>	<u>Aridio Genao</u>

\*Specify Title: President, CEO, Mayor, City Manager, Superintendent, etc. as applicable

• FASCIMILE SIGNATURES REQUIRED: **MUST BE BONDED**

BUDGET REVIEW

CONTRACTOR: Adults Mankind Organization (AMO)

TITLE: City of Miami Gardens SYEP INDEX: 52319  
(06/20/24 to 08/9/24)

CONTRACTS UNIT REVIEW

Contracts Manager Assigned: Fernando Odio Date Submitted: 7/5/24

PY'23-24 New Budget

TANF Funds.....\$100,000.00  
City of Miami Gardens.....\$100,000.00

Total:.....\$200,000.00

Comment(s): Reference signed contract, attached.

This Budget was reviewed for reasonable projection of expenditures by:

Contracts Manager's/Administrator's Signature: Fernando Odio Date Signed: 8/6/24

- ☒ Initial Budget/Contract  
☐ Budget Modification/Contract Modification  
☐ Quarterly Budget Modification (no Contract Modification)  
☐ 15% Variances Approval Letter Required

FINANCE UNIT REVIEW AND APPROVAL

*Please route in order to the following:*

1. Reviewed and Posted to Books by Accountant: W. Reyes 8/9/24
2. Reviewed for Support Services: Y. Pineda 8/10/24 W. Pineda 8/12/2024
3. Reviewed by Assistant Controller: RS 8/15/24
4. Indirect Cost Rate/Cost Allocation Plan Budgeted costs verified by: [Signature]

Approved by Finance  
5. Signature: [Signature] Date Signed: 8/19/24

*Routing after Final Assistant Director's approval: to account clerk to scan and original to Contracts.*

Comment(s): \_\_\_\_\_ Revised 06/11/20

BUDGET: PROJECTED PROGRAM COST

Agency Name:	Adults Mankind Organization, Inc.
Project Name:	City of Miami Gardens
Contract Period:	06/20/24 to 12/31/2024
Program Period:	6/20/24 to 8/9/24 ✓
Funding Amount:	\$200,000

Funding Source:	WIOA
-----------------	------

							100% Award										TOTAL BUDGET	
							TANF		CMG									
							100,000.00		100,000.00									
Position	Name	Bi-Weekly Amount	# of PP	Annual Salary	% Allocated to Budget	Total Salary Allocated to Budget	%	Amount	%	Amount							%	Amount
Program Specialist (FT)	S. Piega Diaz	1,360.00	4	\$ 5,440.00	25.0%	1,360.00	50.0%	680.00	50.0%	680.00							100%	1,360.00
Programs Director	Irene Farinas	1,000.00	4.5	\$ 4,500.00	100.0%	4,500.00	50.0%	2,250.00	50.0%	2,250.00							100%	4,500.00
Youth Program Coordinator	Alicia Castillo	400.00	4.5	\$ 1,800.00	100.0%	1,800.00	50.0%	900.00	50.0%	900.00							100%	1,800.00
Director of Employment Services	Aridio Genao	950.00	4.5	\$ 4,275.00	100.0%	4,275.00	50.0%	2,137.50	50.0%	2,137.50							100%	4,275.00
QA Supervisor	Karin Diaz	950.00	4.5	\$ 4,275.00	100.0%	4,275.00	50.0%	2,137.50	50.0%	2,137.50							100%	4,275.00
MIS Specialist	Rosa Cardenas	600.00	4.5	\$ 2,700.00	100.0%	2,700.00	50.0%	1,350.00	50.0%	1,350.00							100%	2,700.00
Lead Career Advisor (Social Service Position)	Jennifer Martin	1,000.00	4.5	\$ 4,500.00	100.0%	4,500.00	50.0%	2,250.00	50.0%	2,250.00							100%	4,500.00
Career Advisor (Social Service Position)	Maria Gonzalez	400.00	4.5	\$ 1,800.00	100.0%	1,800.00	50.0%	900.00	50.0%	900.00							100%	1,800.00
Program Specialist	Abriana Soto	150.00	4.5	\$ 675.00	100.0%	675.00	50.0%	337.50	50.0%	337.50							100%	675.00
Program Specialist	Astrid Trasobares	400.00	4.5	\$ 1,800.00	100.0%	1,800.00	50.0%	900.00	50.0%	900.00							100%	1,800.00
Placement Specialist	Elena Santana	400.00	4.5	\$ 1,800.00	100.0%	1,800.00	50.0%	900.00	50.0%	900.00							100%	1,800.00
Placement Specialist	Alexander Garcia	50.00	4.5	\$ 225.00	100.0%	225.00	50.0%	112.50	50.0%	112.50							100%	225.00
						-		-		-							0%	-
5001 TOTAL FTE/Salaries						29,710.00	0.0%	14,855.00	0.0%	14,855.00							0%	29,710.00
Fringe Benefits:		Annual Cost:																
Fica/Mica	Rate:	7.65%		29,710.00		2,274.00	50.0%	1,137.00	50.0%	1,137.00							100%	2,274.00
Workman's Comp (clerical/supervisor rate)	Rate:	0.11%		23,410.00		28.00	50.0%	14.00	50.0%	14.00							100%	28.00
Workman's Comp (Social Work rate)	Rate:	0.98%		6,300.00		62.00	50.0%	31.00	50.0%	31.00							100%	62.00
Retirement	Percentage of Staff Salaries							-		-							0%	-
Unemployment		1.88%	FTE: 21			26.00	50.0%	13.00	50.0%	13.00							100%	26.00
Health/Dental Insurance	\$ 730.00	average premium for 1 FTE					50.0%	0.00	50.0%	0.00							100%	-
Life/Disability Insurance	\$ 35.00						50.0%	0.00	50.0%	0.00							100%	-
Other							0%			-								
5054 TOTAL Fringe Benefits								1,195.00		1,195.00								\$2,390.00



BUDGET: PROJECTED PROGRAM COST

Agency Name:	Adults Mankind Organization, Inc.
Project Name:	City of Miami Gardens
Contract Period:	06/20/24 to 12/31/2024
Program Period	6/20/24 to 8/9/24
Funding Amount:	\$200,000

Funding Source:	WIOA
-----------------	------

							100% Award										TOTAL BUDGET	
							TANF		CMG									
							100,000.00		100,000.00									
Position	Name	Bi-Weekly Amount	# of PP	Annual Salary	% Allocated to Budget	Total Salary Allocated to Budget	%	Amount	%	Amount							%	Amount
Operating Expenses:							Annual Cost											
Space										0								
Lease / Rent																		
Maintenance																		
Utilities							%											
5210	Storage Expense					-	0.0%	0.00		-							0%	-
5211	Space Lease/Rent (Building Rental)						50.0%	0.00	50.0%	0.00							100%	-
5225	Electricity						50.0%	0.00	50.0%	0.00							100%	-
5227	Telephone/Cellular						50.0%	0.00	50.0%	0.00							100%	-
5229	Internet Service						50.0%	0.00	50.0%	0.00							100%	-
5232	License & Permit									-							0%	-
5216	Facility Repairs (Repair & Maintenance Building)									-							0%	-
5619	Garbage Disposal									-							0%	-
5620	Water & Sewer						50.0%	0.00	50.0%	0.00							100%	-
5621	Pest Control									-							0%	-
Supplies										-							0%	-
5221	Office and Computer Supplies including reproduction and program.				100.0%	1,352.00	50.0%	676.00	50.0%	676.00							100%	1,352.00
5219	Printing (Outside)				100.0%	-	50.0%	0.00	50.0%	0.00							100%	-
5249	Cleaning Supplies			367.00	100.0%	360.00	50.0%	180.00	50.0%	180.00							100%	360.00
Postage										-							0%	-
5212	Courier Cost									-							0%	-
5223	Postage Regular			68.00	100.0%	68.00	50.0%	34.00	50.0%	34.00							100%	68.00
Equipment										-							0%	-
5213	Equipment Lease/Rent									-							0%	-
5213	Equipment Rental			\$500 monthly rent for five machines		100.00	50.0%	50.00	50.0%	50.00							100%	100.00
5215	Repairs & Maintenance Equipment			.007 per copy		35.00	50.0%	18.00	50.0%	18.00							100%	36.00
Travel										-							0%	-
5241	Local Travel (including Toll & Parking)			\$0.445 per mile		1800 miles per month		1,602.00	50.0%	801.00							100%	1,602.00

BUDGET: PROJECTED PROGRAM COST

Agency Name:	Adults Mankind Organization, Inc.
Project Name:	City of Miami Gardens
Contract Period:	06/20/24 to 12/31/2024
Program Period	6/20/24 to 8/9/24
Funding Amount:	\$200,000

Funding Source:	WIOA
-----------------	------

Funding Amount: \$200,000							100% Award										TOTAL BUDGET	
							TANF		CMG									
							100,000.00		100,000.00									
Position	Name	Bi-Weekly Amount	# of PP	Annual Salary	% Allocated to Budget	Total Salary Allocated to Budget	%	Amount	%	Amount					%	Amount		
<b>Insurance</b>								0.00		-					0%	-		
General Liability Insurance								0.00		-					0%	-		
Bond								0.00		-					0%	-		
<b>Other</b>								0.00		-					0%	-		
Licences and Permits								0.00		-					0%	-		
Advertising & Outreach								0.00		-					0%	-		
Membership Dues & Subscriptions								0.00		-					0%	-		
Participant Payroll Processing Fees \$10 per participants for 75 participants							\$ 750.00	50.0%	375.00	50.0%	375.00					100%	750.00	
<b>Professional Services (list each)</b>										-					0%	-		
Professional Service (IT Consulting Fees-Program Related)							\$3,168 monthly payment		0.00		-					0%	-	
Professional Service - Virtual Application Tools (Zoom-\$405; Survey Monkey \$468)								50%	0.00	50%	-					100%	-	
Janitorial Services							\$600 monthly payment	0.0%	-	50%	0.00					100%	-	
Staff Background Screening (incl. Drug Testing & Finger Printing)							\$70 per b/ground	-	50%	0.00	50%	-				100%	-	
Attrition																0%	-	
<b>TOTAL Operating Costs</b>								2,134.00		2,134.00							4,268.00	



BUDGET: PROJECTED PROGRAM COST

Agency Name:	Adults Mankind Organization, Inc.
Project Name:	City of Miami Gardens
Contract Period:	06/20/24 to 12/31/2024
Program Period	6/20/24 to 8/9/24
Funding Amount:	\$200,000

Funding Source:	WIOA
-----------------	------

Funding Amount:						\$200,000															
Funding Source:						WIOA															
						TANF		100% Award				CMG									
						100,000.00		100,000.00												TOTAL BUDGET	
Position						Name		Bi-Weekly Amount		# of PP		Annual Salary		% Allocated to Budget		Total Salary Allocated to Budget					

**BUDGET: PROJECTED ADMINISTRATIVE COST**

Agency Name:	Adults Mankind Organization, Inc.
Project Name:	City of Miami Gardens
Contract Period:	06/20/24 to 12/31/2024
Program Period	6/20/24 to 8/9/24
Funding Amount:	\$200,000

100% Award

**Indirect Cost Rate Calculation**

Allocation Base (Direct Salaries & Benefits)

	TANF	CMG		Total
Salaries (Direct Programmatic)	14,855.00	14,855.00		29,710.00
Benefits (Direct Programmatic)	1,195.00	1,195.00		2,390.00
Total Salaries & Benefits	<b>16,050.00</b>	<b>16,050.00</b>	-	32,100.00

Indirect Cost Rate 21%

TOTAL Indirect Costs	\$ 3,371.00	\$ 3,371.00	\$ -	<b>6,742.00</b>
Attrition		\$ -		-

<b>TOTAL PROJECTED ADMINISTRATIVE COST</b>	<b>\$ 3,371.00</b>	<b>\$ 3,371.00</b>		<b>\$ 6,742.00</b>
--	--------------------	--------------------	--	--------------------

				Requested Funding		Justification
				%	Amount	
Position	Salary per pay period (bi-weekly)	# Pay periods for this program	Annual Salary			
1 Program Specialist (FT) - S. Piega Diaz	1,360.00	4	5,440.00	25%	1,360.00	Staff currently in OSY with 60 hours p.p. will work 80 hours, additional 20 hours allocated to the Summer PWE program, or 25%. Therefore staff will be a full-time position during the summer program for 4 p.p at <b>\$17/hour, (07/08/24 to 08/30/2024)</b>
Total Salaries - Hourly Employee				0.25	1,360.00	
Position	Biweekly Allotment Amount	# Pay periods	Calculated	%	Budget	
1 Programs Director - Irene Farinas	1,000.00	4.5	4,500.00	100%	4,500.00	Staff will be given additional duties therefore will receive a bi-weekly allotment for 4.5 p.p. at 100%.
2 Youth Program Coordinator - Alicia Castillo	400.00	4.5	1,800.00	100%	1,800.00	Staff will be given additional duties therefore will receive a bi-weekly allotment for 4.5 p.p. at 100%.
3 Director of Employment Services - Aridio Genao	950.00	4.5	4,275.00	100%	4,275.00	Staff will be given additional duties therefore will receive a bi-weekly allotment for 4.5 p.p. at 100%.
4 QA Supervisor - Karin Diaz	950.00	4.5	4,275.00	100%	4,275.00	Staff will be given additional duties therefore will receive a bi-weekly allotment for 4.5 p.p. at 100%.
5 MIS Specialist - Rosa Cardenas	600.00	4.5	2,700.00	100%	2,700.00	Staff will be given additional duties therefore will receive a bi-weekly allotment for 4.5 p.p. at 100%.
6 Lead Career Advisor (Social Service Position) - Jennifer Martin	1,000.00	4.5	4,500.00	100%	4,500.00	Staff will be given additional duties therefore will receive a bi-weekly allotment for 4.5 p.p. at 100%.
7 Career Advisor (Social Service Position) - Maria Gonzalez	400.00	4.5	1,800.00	100%	1,800.00	Staff will be given additional duties therefore will receive a bi-weekly allotment for 4.5 p.p. at 100%.
8 Program Specialist - Abriana Soto	150.00	4.5	675.00	100%	675.00	Staff will be given additional duties therefore will receive a bi-weekly allotment for 4.5 p.p. at 100%.
9 Program Specialist - Astrid Trasobares	400.00	4.5	1,800.00	100%	1,800.00	Staff will be given additional duties therefore will receive a bi-weekly allotment for 4.5 p.p. at 100%.
10 Placement Specialist - Elena Santana	400.00	4.5	1,800.00	100%	1,800.00	Staff will be given additional duties therefore will receive a bi-weekly allotment for 4.5 p.p. at 100%.
11 Placement Specialist - Alexander Garcia	50.00	4.5	225.00	200%	225.00	Staff will be given additional duties therefore will receive a bi-weekly allotment for 4.5 p.p. at 100%.
Total Salaries - Salaried Employees					28,350.00	

5044

FRINGE BENEFITS NARRATIVE

TYPE
------

FICA/MICA	Payroll taxes consisting of social security and medicare tax is 7.65% of gross salaries/incentives. Therefore, $\$29,710 \times 7.65\% = \$2,272.82$
Workers Comp (Clerical/Supervisor Rate)	0.114% of Incentives; $\$23,140 \times 0.0011497 = \$26.61$
Workers Comp (Social Work Rate)	.98% of Gross Salaries; $\$6,300.00 \times .0098 = \$61.74$
Unemployment	For hourly staff members 1 FTE @1.88% for \$1360 (taxable amount) = <b>\$25.57</b>
Health / Dental Insurance	N/A
Life Insurance / Disability Insurance	N/A

GL

Supplies, Postage, Equipment	
5221 Office & Computer Supplies	Supplies include paper, pens, files, sticky notes, printer cartridges, etc. We estimate that we will spend on average \$676 per month for 2 months, <b>\$1,352.</b>
5249 Cleaning Supplies	Supplies such as toilet paper, napkins, floor cleaning solution, etc., to maintain the facility where direct staff is housed and clients are received are estimated at \$180 per month, or <b>\$360</b> .
5223 Postage	Postage used by the summer youth program to mail W-2's to participants is calculated at 100 stamps (1roll) @ 0.68 cents. <b>\$68.</b>
5213 Equipment	Equipment rental is for 2 copy machines, the monthly rent for 5 machines is \$500, or \$100 per machine. Therefore \$200 per month for 2 months at 25% (based on historical usage from prior years) is <b>\$100.</b>
5215 Copy Machine Maintenance	Based historical usage, we estimate 5000 copies/printing @ .007= <b>\$35</b>

Travel	
5241 Local Travel	Staff is eligible to receive mileage reimbursement for the miles driven in order to accomplish their assigned work duties. In accordance with CareerSource South Florida travel policy, employees will be reimbursed and must submit the appropriate Mileage Form, documenting their miles and reason for vehicle usage. Local travel is calculated using approximately 1800 miles per month for 2 months @ \$0.445 , <b>\$1,602</b>

Professional Services	
5548 Participant Payroll Processing Fee	\$10 per participants for 75 participants = <b>\$750.00</b>

**Participant Costs - PWE Summer**

5552	<b>Participant PWE Summer Wages</b>	We expect to recruit 75 participants for the summer program and place them in paid work experience opportunities. They will be able to train on the job, as well as shadow others in the field. The participants will be able to complete 140 hours of paid work experience at \$13.88 per hour, for 75 slots, <b>\$145,740</b>
5552	<b>Fringes for PWE Summer</b>	Payroll taxes in the amount of 7.65% of the wages paid in all PWE Summer activities (\$145,740) = <b>\$11,149.11</b>

**Administrative Costs**

<b>Indirect Cost - TANF</b>	The administrative cost for TANF (CSSF) uses the approved Indirect Cost Rate of 19% over direct salaries and benefits, as long as it meets the 10% administrative cap (\$10,000). Administrative costs include essential functions that must occur for the agency, such as accounting, payroll, budgeting, and administrative oversight. Furthermore, Participant Costs are excluded from the Allocation Base. The calculation for CSSF administrative cost is in the Administrative budget, and is made up of \$16,050.00 at 21%, or <b>\$3,370.50</b> .
<b>Indirect Cost - CMG</b>	The administrative cost for CMG uses the approved Indirect Cost Rate of 19% over direct salaries and benefits, as long as it meets the 10% administrative cap (\$10,000). Administrative costs include essential functions that must occur for the agency, such as accounting, payroll, budgeting, and administrative oversight. Furthermore, Participant Costs are excluded from the Allocation Base. The calculation for CSSF administrative cost is in the Administrative budget, and is made up of \$16,050.00 at 21%, or <b>\$3,370.50</b> .



BUDGET: PROJECTED PROGRAM COST

Agency Name:	Adults Mankind Organization, Inc.
Project Name:	City of Miami Gardens
Period:	06/20/24 to 12/31/2024
	\$200,000

06/20/24 - 08/09/24

Funding Source: WIOA

\$200,000							100% Award										TOTAL BUDGET	
Funding Source: WIOA							TANF		CMG									
							100,000.00		100,000.00									
Position	Name	Bi-Weekly Amount	# of PP	Annual Salary	% Allocated to Budget	Total Salary Allocated to Budget	%	Amount	%	Amount					%	Amount		
Program Specialist (FT)	S. Piega Diaz	1,360.00	4	\$ 5,440.00	25.0%	1,360.00	50.0%	680.00	50.0%	680.00					100%	1,360.00		
Programs Director	Irene Farinas	1,000.00	4.5	\$ 4,500.00	100.0%	4,500.00	50.0%	2,250.00	50.0%	2,250.00					100%	4,500.00		
Youth Program Coordinator	Alicia Castillo	400.00	4.5	\$ 1,800.00	100.0%	1,800.00	50.0%	900.00	50.0%	900.00					100%	1,800.00		
Director of Employment Services	Aridio Genao	950.00	4.5	\$ 4,275.00	100.0%	4,275.00	50.0%	2,137.50	50.0%	2,137.50					100%	4,275.00		
QA Supervisor	Karin Diaz	950.00	4.5	\$ 4,275.00	100.0%	4,275.00	50.0%	2,137.50	50.0%	2,137.50					100%	4,275.00		
MIS Specialist	Rosa Cardenas	600.00	4.5	\$ 2,700.00	100.0%	2,700.00	50.0%	1,350.00	50.0%	1,350.00					100%	2,700.00		
Lead Career Advisor (Social Service Position)	Jennifer Martin	1,000.00	4.5	\$ 4,500.00	100.0%	4,500.00	50.0%	2,250.00	50.0%	2,250.00					100%	4,500.00		
Career Advisor (Social Service Position)	Maria Gonzalez	400.00	4.5	\$ 1,800.00	100.0%	1,800.00	50.0%	900.00	50.0%	900.00					100%	1,800.00		
Program Specialist	Abriana Soto	150.00	4.5	\$ 675.00	100.0%	675.00	50.0%	337.50	50.0%	337.50					100%	675.00		
Program Specialist	Astrid Trasobares	400.00	4.5	\$ 1,800.00	100.0%	1,800.00	50.0%	900.00	50.0%	900.00					100%	1,800.00		
Placement Specialist	Elena Santana	400.00	4.5	\$ 1,800.00	100.0%	1,800.00	50.0%	900.00	50.0%	900.00					100%	1,800.00		
Placement Specialist	Alexander Garcia	50.00	4.5	\$ 225.00	100.0%	225.00	50.0%	112.50	50.0%	112.50					100%	225.00		
															0%	-		
TOTAL FTE/Salaries							29,710.00	0.0%	14,855.00	0.0%	14,855.00					0%	-	
Fringe Benefits:							Annual Cost:											
Fica/Mica		Rate:	7.65%	29,710.00		2,274.00	50.0%	1,137.00	50.0%	1,137.00					100%	2,274.00		
Workman's Comp (clerical/supervisor rate)		Rate:	0.11%	23,410.00		28.00	50.0%	14.00	50.0%	14.00					100%	28.00		
Workman's Comp (Social Work rate)		Rate:	0.98%	6,300.00		62.00	50.0%	31.00	50.0%	31.00					100%	62.00		
Retirement		Percentage of Staff Salaries						-		-					0%	-		
Unemployment			1.88%	FTE: 21		26.00	50.0%	13.00	50.0%	13.00					100%	26.00		
Health/Dental Insurance		\$ 730.00	average premium for 1 FTE				50.0%	0.00	50.0%	0.00					100%	-		
Life/Disability Insurance		\$ 35.00					50.0%	0.00	50.0%	0.00					100%	-		
Other							0%			-								
TOTAL Fringe Benefits								1,195.00		1,195.00						\$2,390.00		

BUDGET: PROJECTED PROGRAM COST

Agency Name:	Adults Mankind Organization, Inc.
Project Name:	City of Miami Gardens
Period:	06/20/24 to 12/31/2024
	\$200,000

Funding Source:	WIOA
-----------------	------

								100% Award								TOTAL BUDGET	
								TANF		CMG							
								100,000.00		100,000.00							
Position	Name	Bi-Weekly Amount	# of PP	Annual Salary	% Allocated to Budget	Total Salary Allocated to Budget		%	Amount	%	Amount					%	Amount
Operating Expenses:																	
Space											0						
Lease / Rent																	
Maintenance																	
Utilities																	
5210	Storage Expense							0.0%	0.00		-					0%	-
5211	Space Lease/Rent (Building Rental)							50.0%	0.00	50.0%	0.00					100%	-
5225	Electricity							50.0%	0.00	50.0%	0.00					100%	-
5227	Telephone/Cellular							50.0%	0.00	50.0%	0.00					100%	-
5229	Internet Service							50.0%	0.00	50.0%	0.00					100%	-
5232	License & Permit										-					0%	-
5216	Facility Repairs (Repair & Maintenance Building)										-					0%	-
5619	Garbage Disposal										-					0%	-
5620	Water & Sewer							50.0%	0.00	50.0%	0.00					100%	-
5621	Pest Control										-					0%	-
Supplies											-					0%	-
5221	Office and Computer Supplies including reproduction and program.				100.0%	1,352.00		50.0%	676.00	50.0%	676.00					100%	1,352.00
5219	Printing (Outside)				100.0%	-		50.0%	0.00	50.0%	0.00					100%	-
5249	Cleaning Supplies			367.00	100.0%	360.00		50.0%	180.00	50.0%	180.00					100%	360.00
Postage											-					0%	-
5212	Courier Cost										-					0%	-
5223	Postage Regular			68.00	100.0%	68.00		50.0%	34.00	50.0%	34.00					100%	68.00
Equipment											-					0%	-
5213	Equipment Lease/Rent										-					0%	-
5213	Equipment Rental			\$500 monthly rent for five machines	100.00	100.00		50.0%	50.00	50.0%	50.00					100%	100.00
5215	Repairs & Maintenance Equipment			.007 per copy	35.00	35.00		50.0%	18.00	50.0%	18.00					100%	36.00
Travel																0%	-
5241	Local Travel (including Toll & Parking)			\$0.445 per mile	1800 miles per month	1,602.00		50.0%	801.00	50.0%	801.00					100%	1,602.00

BUDGET: PROJECTED PROGRAM COST

Agency Name:	Adults Mankind Organization, Inc.
Project Name:	City of Miami Gardens
Period:	06/20/24 to 12/31/2024
	\$200,000

Funding Source:	WIOA
-----------------	------

\$200,000							100% Award										TOTAL BUDGET	
Funding Source: WIOA							TANF		CMG									
							100,000.00		100,000.00									
Position	Name	Bi-Weekly Amount	# of PP	Annual Salary	% Allocated to Budget	Total Salary Allocated to Budget	%	Amount	%	Amount					%	Amount		
<b>Insurance</b>								0.00		-					0%	-		
General Liability Insurance								0.00		-					0%	-		
Bond								0.00		-					0%	-		
<b>Other</b>								0.00		-					0%	-		
Licences and Permits								0.00		-					0%	-		
Advertising & Outreach								0.00		-					0%	-		
Membership Dues & Subscriptions								0.00		-					0%	-		
Participant Payroll Processing Fees \$10 per participants for 75 participants							\$ 750.00	50.0%	375.00	50.0%	375.00					100%	750.00	
<b>Professional Services (list each)</b>										-					0%	-		
Professional Service (IT Consulting Fees-Program Related)							\$3,168 monthly payment		0.00		-					0%	-	
50% Allocated to SYEP																		
Professional Service - Virtual Application Tools (Zoom-\$405; Survey Monkey \$468)								50%	0.00	50%	-					100%	-	
Janitorial Services							\$600 monthly payment	0.0%	-	50%	0.00	50%	-			100%	-	
Staff Background Screening (incl. Drug Testing & Finger Printing)							\$70 per b/ground	-	50%	0.00	50%	-				100%	-	
Attrition															0%	-		
<b>TOTAL Operating Costs</b>								2,134.00		2,134.00							4,268.00	



BUDGET: PROJECTED PROGRAM COST

Agency Name:	Adults Mankind Organization, Inc.
Project Name:	City of Miami Gardens
Period:	06/20/24 to 12/31/2024
	\$200,000

Funding Source:	WIOA
-----------------	------

\$200,000							100% Award										TOTAL BUDGET			
Funding Source: WIOA							TANF		CMG											
							100,000.00		100,000.00											
Position							Name		Bi-Weekly Amount	# of PP	Annual Salary	% Allocated to Budget	Total Salary Allocated to Budget	%	Amount	%	Amount	%	Amount	
Participant Costs																				
Advertising																				
Participant Background and Fingerprinting (incl: clearing house verifications)							HOURS	\$75 b/ground				50%	0.00	50%	0.00			100%	-	
WFMS Allocations																				
Summer Wages											145,740.00	50.0%	72,870.00	50.0%	72,870.00			100%	145,740.00	
Summer Fringes											11,149.00	50.0%	5,575.00	50.0%	5,575.00			100%	11,150.00	
Stipend (WFMS)(TANF)											\$ -	0.0%	0.00							
Stipend (TANF)																				
TOTAL Participant Costs													78,445.00	78,445.00				156,890.00		
TOTAL PROGRAM COST													96,629.00	96,629.00				193,258.00		
													Admin.	3,371.00	3,371.00			6,742.00		
													Total:	100,000.00	100,000.00			200,000.00		
													Award:	100,000.00	100,000.00			200,000.00		
													Difference	-	-			-		

**BUDGET: PROJECTED ADMINISTRATIVE COST**

Agency Name: Adults Mankind Organization, Inc.  
Project Name: CMG Program  
Period: 06/18/2024 to 12/31/2024    6 months    06/20/24 - 08/09/24

<u>Indirect Cost Rate Calculation</u>		TANF	CMG		Total
<u>Allocation Base (Direct Salaries &amp; Benefits)</u>					
Salaries (Direct Programmatic)		14,855.00	14,855.00		29,710.00
Benefits (Direct Programmatic)		1,195.00	1,195.00		2,390.00
Total Salaries & Benefits		<b>16,050.00</b>	<b>16,050.00</b>	-	32,100.00
Indirect Cost Rate	21%				
TOTAL Indirect Costs		\$ 3,371.00	\$ 3,371.00	\$ -	<b>6,742.00</b>
Attrition			\$ -		-
<b>TOTAL PROJECTED ADMINISTRATIVE COST</b>		<b>\$ 3,371.00</b>	<b>\$ 3,371.00</b>		<b>\$ 6,742.00</b>