

June 27, 2024

**CONTRACTOR**

Mr. Edward M. Douglass  
Manager & President  
Arbor E&T, LLC  
9200 Shelbyville Road, Suite 210  
Louisville, KY 40222

**SUBJECT: Letter of Intent**

Dear Mr. Douglass:

This Letter of Intent is to notify you that the **South Florida Workforce Investment Board (SFWIB)** approved Workforce Services Contractors. Your agency has been awarded total funding up to **\$1,070,217.00** to provide workforce services in the **Carol City** career center as set forth below. The effective period for the funding allocation is from **July 1, 2024 to June 30, 2025** pursuant to the terms contained herein.

<b>(Carol City)</b>	<b>WIOA.AD</b>	<b>WIOA.DW</b>	<b>WIOA. RR</b>	<b>TANF</b>	<b>FSET /SNAP</b>	<b>REA</b>	<b>Total</b>
<b>Total Allocation</b>	\$172,852	\$177,027	\$33,195	\$645,250	\$41,882	\$11	<b>\$1,070,217</b>

The Contractor agrees to render services in a manner deemed satisfactory to the SFWIB, in its sole discretion, and in accordance with the **Modified Statement of Work and Modified Program Design and Service Delivery**, attached hereto and incorporated herein, respectively, as **Exhibit A-3 and Exhibit AA-3**.

Modifications to **Exhibit A-3, Statement of Work**, or **Exhibit AA-3, Program Design and Service Delivery**, shall not be effective until approved, in writing, by the SFWIB.

The Contractor agrees to accept the funding identified herein, pursuant to the terms and conditions included in **Modified Exhibit A-3, Statement of Work and Exhibit AA-3, Program Design and Service Delivery**.

The Contractor and the SFWIB agree this Letter of Intent will be replaced by a duly executed contract within 90 calendar days from the date of transmittal.

info@careersourcesfl.com

7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126

p: 305-594-7615 | f: 305-470-5629

Failure to submit documents identified below within the specified timeframe may result in a disallowance of the expenditure made and/or cost incurred by the Contractor, which shall be determined by the SFWIB in its sole discretion.

- Signed contract, within 90 calendar days.

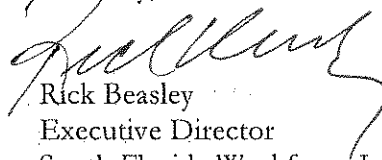
Please submit the following to Fernando Odio, Contracts Officer, within ten (10) business days from the date of transmittal:

- E-mail budget for the amount awarded (In no event shall the budget(s) for administrative costs exceed **ten percent (10%)** or the Indirect Cost Rate, whichever is less).
- Indirect cost rate proposal
- Annual Certification
- Organizational Responsibilities

The **Contract modification** for the **Carol City Career Center** is forthcoming for your signature. Once executed, we will return one (1) scanned original to you. Should you have any questions or concerns, please contact the SFWIB Contracts Officer identified above.


Please acknowledge your acceptance of this award by signing below and returning a copy of this letter, with your signature to the Executive Office c/o Rick Beasley, Executive Director, 7300 Corporate Center Drive, Suite 500, Miami, FL 33126.

Sincerely,



Rick Beasley  
Executive Director  
South Florida Workforce Investment Board  
d/b/a CareerSource South Florida

**CONTRACTOR'S REPRESENTATIVE**

Signature:  \_\_\_\_\_

PRINTED NAME: Jack Sawyer

TITLE: Interim CEO

DATE: 7/24/2024

Pc: Renee Bennett, Assistant Director Finance, SFWIB/CSSF  
Robert Parson, Assistant Director Programs, SFWIB/CSSF  
Robert Smith, Special Projects Administrator II, SFWIB/CSSF  
Central File, SFWIB/CSSF

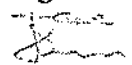





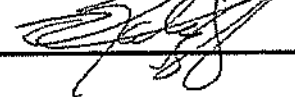


AGENCY: Arbor E&T, LLC dba Equus Workforce Solutions

DATE: 07/24/2024

**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>Jack Sawyer</u>	<u>502.630.7307; Contracts@equusworkforce.com</u>
<u>Chief Executive*</u>	<u>Jack Sawyer</u>	<u>502.630.7307; Contracts@equusworks.com</u>
<u>Project Director</u>	<u>Hilma Brito</u>	<u>hbrito@equusworks.com</u>
<u>Affirmative Action Officer</u>		
<u>Personnel Officer</u>		
<u>Fiscal Management Officer</u>	<u>Cameron Tovey</u>	

	Name	Signature
<ul style="list-style-type: none"> <li>Person Authorized to Sign Contract(s) according to Corporate/ Board Resolution</li> </ul>	<u>Jack Sawyer</u>	
	<u>Cameron Tovey</u>	
<ul style="list-style-type: none"> <li>Persons Authorized to Sign Invoicing Packages and Procurement Requests (Finance Manager or above)</li> </ul>	<u>Hilma Brito</u>	
	<u>Francisco Soto</u>	
<ul style="list-style-type: none"> <li>Persons Authorized to Pick Up Emergency Payments/Checks</li> </ul>	<u>Hilma Brito</u>	
	<u>Francisco Soto</u>	
	<u>Zayri Galvez</u>	
<ul style="list-style-type: none"> <li>Person(s) Authorized to Sign and/or Pick Up Other Relevant Documents</li> </ul>	<u>Hilma Brito</u>	
	<u>Francisco Soto</u>	

\*Specify Title: President, CEO, Mayor, City Manager, Superintendent, etc. as applicable

• FASCIMILE SIGNATURES REQUIRED: MUST BE BONDED



Subject to the availability of funds to the SFWIB, the maximum amount payable for services rendered under this **cost reimbursement** Contract for PY'24-25 shall not exceed **\$1,070,217.00** as set forth in the table below. If the SFWIB's available funding is reduced, for any reason, the amount payable under this Contract may be reduced at the option and sole discretion of the SFWIB

Carol City	WIOA Adult	WIOA Dislocated Worker	WIOA Rapid Response	TANF	SNAP	REA	Total
<b>Total Allocation</b>	\$172,852	\$177,027	\$33,195	\$645,250	\$ 41,882	\$11	<b>\$1,070,217.00</b>

**Article I, Section E.STATEMENT OF WORK/PROGRAM DESIGN AND SERVICE DELIVERY:** is repealed and replaced with the following:

The Contractor agrees to render services in accordance with **Exhibit A-3, Modified Statement of Work and Exhibit AA-3, Modified Program Design and Service Delivery**, attached hereto and incorporated herein.

The Contractor shall implement the **Modified Statement of Work** set forth in **Exhibit A-3**, and the **Program Design and Service Delivery** set forth in **Exhibit AA-3**, in a manner deemed satisfactory to the SFWIB, in its sole discretion. Any modification to the **Statement of Work** or the **Program Design and Service Delivery** shall not be effective until approved, in writing, by the SFWIB.

**Attachment 3, Exhibit A is repealed and replaced with Attachment 3-A, Exhibit A-2**

**Article I, Section J.VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):** is repealed and replaced with the following:

**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

**Article III, Section A. PERFORMANCE:** is repealed and replaced with the following:

Performance shall be defined as the Contractor having attained the goals and objectives set forth in this Contract, in accordance with **Exhibit A-2, Modified Statement of Work, Exhibit AA-2, Modified Program Design and Service Delivery** 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.

**Article IV, Section O. FINANCIAL CLOSEOUT:** is repealed and replaced with the following:

The Contractor shall comply with all provisions of the SFWIB's **Financial Closeout Procedures, Exhibit G**, 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 end of each fiscal year and a final year 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.

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.

**Article IV, Section R, SALARY & BONUS LIMITATION**

In compliance with Public Law 114-113, none of the funds appropriated in Public Law 114-113 or prior acts under the heading "Employment and Training" that are available for expenditures shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 114-113. **The incurrence of costs and receipt of reimbursements for such costs under this Contract certifies that the Contractor has read and is in compliance with the above-noted special condition. This limitation shall not apply to vendors providing goods and services as defined in** 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

As established by the Office of Personnel Management and set forth in the Salary Table, Rates of Pay for the Executive Schedule, effective January 2024, the Executive Level II salary is \$221,900.00, which can be found at the link below:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/executive-senior-level>

The Salary Table is updated annually by the Office of Personnel Management, the Contractor shall comply with the respective fiscal year rate during the contract term.

The Contractor shall complete and submit on or before **March 1<sup>st</sup> of each program year during the contract term**, an **Annual ETA Salary Cap Analysis-Certification Form**, as set forth in **Exhibit E, Reporting Requirements**, to SFWIB certifying that the highest paid employees charged to this Contract are within the salary and bonus cap limit. The latest Certification Form can be obtained from the SFWIB's Finance Unit. Along with the Certification Form, copies of IRS W-2 forms and supporting documentation showing that employees are within the cap limit shall be submitted to the SFWIB. If an employee exceeds the ETA annual salary and bonus rate cap, the Contractor must issue a check in the name of the "South Florida Workforce Investment Board" for the amount of unallowable salary and bonus in excess of the cap limit along with supporting documentation indicating the ETA funding streams affected.

**Section Z, DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148):** is repealed and replaced with the following:

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 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 "L."

**Section AA, COPELAND ANTI-KICKBACK ACT, AS AMENDED:** is repealed and replaced with the following:

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 also comply with Section 1.64(e) of the MDC Procurement Terms, as applicable, attached as Exhibit L.

**Section BB, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 U.S.C. 3701-3708):** is repealed and replaced with the following:

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 also comply with Section 1.64 (F) of the MDC Procurement Terms, as applicable, attached as Exhibit L.

**Section FF. FAR DEVIATION CLAUSE: removed in its entirety.**

**Section GG. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED**

The Contractor shall also comply with Section 1.65 of the MDC Procurement Terms, as applicable, attached as Exhibit L.

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

All provisions in the CONTRACT and any attachments and exhibits thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original CONTRACT.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**SIGNATORY FORM**




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

AUTHORIZED SIGNATURES FOR: **Arbor E&T, LLC**  
PROGRAM ENTITLED: **"CareerSource center: Carol City"**  
CONTRACT NUMBER: **WS-CCSP-PY'24-34-03**  
CFDA NUMBERS: **WIOA AD: 17.258; WIOA DW: 17.278; WIOA RR: 17.278;**  
**TANF: 93.558; SNAP: 10.561; UI: 17.225.**

(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)

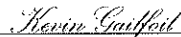
(For Use Only When the Contractor is an LLC)  
**FOR LLC MEMBERS AND MANAGERS AS SET FORTH HEREIN**

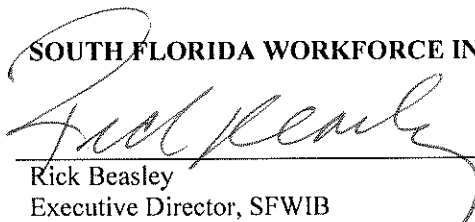
1a.  1b. \_\_\_\_\_  
Signature of President or Vice-President

7/24/2024 \_\_\_\_\_  
Date Date

2a. Jack Sawyer 2b. \_\_\_\_\_  
Typed Name of President or Vice-President

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

4a.  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**  
 \_\_\_\_\_  
Rick Beasley Date  
Executive Director, SFWIB 8/13/24

**STATEMENT OF WORK  
ARBOR E&T, LLC  
CAROL CITY  
WORKFORCE SERVICES  
JULY 1, 2024 – JUNE 30, 2025**

**I. Contractor Responsibilities:**

- A. The Contractor is the entity that coordinates the delivery of required one-stop partners, and the management of the SFWIB CareerSource/American Job Center (s). At a minimum, the Contractor shall:
  - 1. Assist the SFWIB in developing and executing Memoranda of Understanding (MOU's) between required and other community based partners.
  - 2. Develop and execute an outreach plan in conjunction with the SFWIB to inform jobseekers, adult/dislocated workers, and businesses about workforce services.
  - 3. Coordinate staff and partner training on the SFWIB operational and programmatic policies and procedures.
  - 4. Provide policy recommendations to the SFWIB for review.
  - 5. Coordinate job fairs/specialized recruitments, obtain feedback and provide workshops participant and businesses.
  - 6. Maintain data integrity, confidentiality and compliance.
  - 7. Manage fiscal requirements and prepare monthly reports.
  - 8. Track and report operational and programmatic performance.
  - 9. Maintain compliance with the Americans with Disabilities Act and Equal Employment Opportunity guidelines.
- B. The Contractor is the entity that coordinates and delivers a fully integrated menu of workforce development services to employers and a host of potential job seekers to include, but not be limited to, the universal job seeker, Wagner-Peyser (WP), Temporary Assistance to Needy Families (TANF) eligible individuals/Career Advancement Program (CAP) participants, Supplemental Nutrition Assistance Program (SNAP) Employment and Training participants, Workforce Innovation and Opportunity Act (WIOA) Adults and Dislocated Workers, Re-employment Assistance (REA) formerly Unemployment Compensation (UC), Reemployment Services and Eligibility Assessment (RESEA) Program, Trade Adjustment Assistance (TAA), UC claimants, Veterans, Young Adults transitioning from foster care, individuals seeking specialized services such as professionals.
- C. The Contractor shall oversee the activities of approved partners in the CareerSource/American Job Center and coordinate all specialized programs designed to deliver services in the most efficient and cost effective manner. This shall include coordination with the region's Access Points to provide workforce services.
- D. The Contractor is solely responsible for determining eligibility for services under this Contract as set forth in **Exhibit AA, Program Design and Service Delivery**, applicable federal and state laws, and the South Florida Workforce Investment Board's (SFWIB) Policies and Procedures. Services rendered to ineligible individuals are subject to disallowance as set forth in **Article IV, Section D-Return of Funds** of this Contract.

- E. The Contractor shall place an emphasis on serving individuals the SFWIB has identified within the 10 zip codes with a child poverty rate of 30 percent or higher. The Contractor is required to allocate resources, plan activities, and implement strategies specifically designed to address the needs of individuals in these targeted zip codes. The targeted zip codes include the following: 33136, 33150, 33030, 33127, 33034, 33147, 33142, 33161, 33167, and 33054.

## II. Staffing Requirements:

### A. Contractor Staff:

1. In order for centers to deliver maximum value to workforce services participants, the revised Workforce Services Staffing Procedure Transmittal shall be adhered to as it ensures the hiring of qualified staff, the Transmittal may be accessed at:  
<http://sharepoint.careersourcesfl.com/sites/web/Shared%20Documents/Transmittals%20and%20Directives/Workforce%20Services%20Personnel%20Standards%20Procedure%20Transmittal%20PY%2011-12%20approved%205-4-12v2.pdf> (<http://www.careersourcesfl.com/resources/>).
2. In an effort to deliver maximum value to workforce services participants, the SFWIB may deem it necessary to provide participants with access to Workforce Services in facilities outside of the center. The Contractor shall be responsible for the management of all staff assigned to facilities where Workforce Services are provided.

### B. SFWIB Assigned Staff:

1. The Contractor shall be responsible for the management of Florida Department of Economic Opportunity (FLORIDA COMMERCE) staff and expressly agrees that Florida Commerce (FC) staff shall provide WP employment services. Failure to comply with this provision may result in the removal/reduction of FC staff from the Contractor's center.
2. The SFWIB may deem the assignment of supplementary personnel as operationally necessary to support the employment and training services of the Contractor. The SFWIB shall be responsible for recruiting, screening, selecting, and hiring supplemental staff, which includes, but is not limited to: TANF and FC staff. The SFWIB shall pay the employee placed in service for straight-time wages or salaries (no overtime), as applicable for up to and including forty (40) hours per week, per employee. The SFWIB shall determine the employee hourly rate of pay and work location.
3. Straight-time wages are payments for straight-time work hours. Straight-time work hours are defined herein as regularly scheduled work hours that are not subject to overtime or bonus pay. The SFWIB shall not pay for hours worked in excess of forty (40) hours per employee, per week. Any payment for hours worked in excess of the forty (40) hours per employee, per week shall be the sole responsibility of the service provider.
4. The SFWIB shall not reimburse or pay the Contractor for any FC employee benefits, overtime or bonus pay.
5. The SFWIB shall enter into a memorandum of understanding with FC for the delivery of employment services authorized by the federal Wagner-Peyser Act. This memorandum of understanding must be performance based.
6. Unless otherwise required by federal law, at least ninety percent (90%) of the WP funding must go into direct customer service costs.

7. Employment services must be provided through the one-stop delivery system, under the guidance of one-stop delivery system operators. One-stop delivery system operators shall have overall authority for directing FC workforce. Personnel matters shall remain under the ultimate authority of FC. However, the one-stop delivery system operator shall submit to FC information concerning the job performance of employees of the department who deliver employment services. The department shall consider any such information submitted by the one-stop delivery system operator in conducting performance appraisals of the employees.
8. The SFWIB shall retain fiscal responsibility and accountability for the administration of funds allocated to the state under the Wagner-Peyser Act. An employee of the department who is providing services authorized under the Wagner-Peyser Act shall be paid using Wagner-Peyser Act funds.
9. FC serve as the first point of contact with the public seeking access to employment services who are knowledgeable about each program located in each one-stop delivery system center as well as related services. An initial determination of the programs for which a customer is likely to be eligible and any referral for a more thorough eligibility determination must be made at this first point of contact.
10. FC staff will be used to establish an automated, integrated intake screening and eligibility process where customers will provide information through a self-service intake process that may be accessed by staff from any participating program.

**C. Training of Staff:**

The Contractor shall ensure that center staff is trained on:

- All operational reports, implementation strategies that maximize performance outcome potentials to be cost-efficient, and utilizing co-enrollment or other strategies for optimal service delivery;
- Required participant file contents;
- Required training in serving Limited English Proficiency customers;
- Required credentialing and skills standards; and
- Tier 1 certification.

The Contractor shall:

1. Ensure that new staff is trained and that program specific trainings (i.e. WIOA, CAP, WP, etc.); other required trainings (i.e. Tier 1, Security Awareness, hurricane preparedness, etc.) – set forth in **Article III, Section O-Training of Staff** of this Contract and in the SFWIB Credentialing and Skills Standards Policy—are conducted in a timely manner;
2. Ensure that all staff are Tier 1 certified within ten (10) business days of hire date. Attainment of the Tier I certificate requires completion of individual course work, as well as taking and passing each module test as required by FC;
3. Ensure that all staff are Tier II certified within thirty (30) business days of hire date. Attainment of the Tier II certificate requires completion of individual course work, as well as taking and passing each module test as required by FC;
4. Coordinate all CareerSource center program trainings and the SFWIB’s required trainings with the SFWIB’s Training Coordinator;
5. Post all trainings on the SFWIB’s internal training calendar;

6. Submit the Monthly Training Report updated with all programs and required trainings to the SFWIB's Training Coordinator by the **10<sup>th</sup> day of every month** (See **Exhibit E, Reporting Requirements**); and
7. Follow the SFWIB's training priorities as identified by the SFWIB's Training Coordinator.

**III. Program Service Locations:**

The Contractor shall operate and manage the SFWIB CareerSource center(s). The location of the aforesaid CareerSource center(s) shall be subject to change by the SFWIB at any time for any reason, at the sole discretion of the SFWIB. If the location of the CareerSource center changes, the Contractor shall operate and manage that CareerSource center from the new location identified by the SFWIB. The SFWIB will be responsible for all relocation cost.

The Contractor shall operate the following CareerSource center location(s):

- **Carol City CareerSource center: 4888 NW 183<sup>rd</sup> Street, Suites 201-206, Miami Gardens, Florida 33055**

**INTENTIONALLY LEFT BLANK**

**PROGRAM DESIGN AND SERVICE DELIVERY  
WORKFORCE SERVICES  
JULY 1, 2024– JUNE 30, 2025**

## I. INTRODUCTION

Workforce Services shall be provided in accordance with the Workforce Innovation and Opportunity Act (WIOA), Public Law (P.L. 113-128), Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Family Self Sufficiency (Chapter 414 F.S.) and all other applicable federal, state and local laws and regulations.

The Contractor shall provide services to individuals with barriers to employment, which include, but are not limited to the following:

- Displaced homemakers;
- Low-income individuals;
- Indians, Alaska natives, and native Hawaiians;
- Individuals with disabilities, including youth with disabilities;
- Older individuals (age 55 and older);
- Ex-offenders;
- Homeless individuals, including homeless children and youths;
- Youth who are in or have aged out of the foster care system;
- Individuals who:
  - Are English language learners;
  - Have low levels of literacy (an individual is unable to compute or solve programs, or read, write, or speak English at a level necessary to function on the job, or in the individual's family, or in society); and
  - Face substantial cultural barriers;
- Are eligible migrant and seasonal farmworkers;
- Are within two (2) years of exhausting lifetime TANF eligibility;
- Are single parents (including single pregnant women);
- Are long-term unemployed individuals (unemployed for twenty-seven (27) or more consecutive weeks); and
- Are in such other groups as the Governor of Florida determines to have barriers to employment.

## II. WORKFORCE SERVICES

### A. Workforce Services to Businesses

Workforce Services to businesses is a critical component of the Workforce Services delivery system. The Workforce Services provide a direct value to a business while enhancing the ability of the workforce system to achieve optimal levels of job placement and job placement assistance. The Workforce Services provided to a business shall be designed to increase the employer penetration rate, repeat business customer rate, and retention rates with the same employer while improving job development and matching processes for jobseekers. "Job Placement" shall be the main focus.

The Contractor's Employer Services staff (i.e. Employer Specialists and Placement Specialists) shall be focused on business development, major job fairs (i.e. identifying, attending, obtaining and providing space for on-site interviews and skill matching), specialized recruitments, mass hiring, promotion of business incentives including Customized Training Programs (CT), Incumbent Worker Training (IWT), On-the-Job Training (OJT), Paid Work Experience (PWE), Transitional Jobs (TJ).

The Contractor's Employer Services staff shall interact with the business community to address its current and anticipated labor needs, educate the business community about the services available through the SFWIB, and continually assess said needs for timely service delivery.

The Contractor's Employer Services staff shall partner with and/or join economic development agencies, chambers of commerce, industry focus groups, major job fairs, promotion of IWT, CT and implement the SFWIB's Strategic Plan.

1. The Contractor shall:
  - a. Conduct outreach and provide employer services to new (not served within current program year) businesses to increase employer penetration rate;
  - b. Conduct outreach and provide employer services to existing businesses to increase the repeat business customer rate;
  - c. Utilize the EconoVue data platform to conduct business outreach and engagement by the Outreach Team, consisting of the SFWIB Business Services team, the AJC's and Business Intermediaries
  - d. Enter employer contact information into Salesforce and record all services provided to employers in Employ Miami-Dade (EMD), the Customer Relationship Management (CRM) system, and other systems as designated by the SFWIB;
  - e. Submit a Salesforce survey business plan to the SFWIB/CSSF Business Services Unit before the end of the first quarter of the program year;
  - f. Ensure that the designated CareerSource center staff develop job placement opportunities for jobseekers and converts these opportunities into job orders;
  - g. Ensure the center director and staff provides services to businesses in a professional manner, while utilizing the highest standards of ethics. Said services shall be appropriate and delivered timely under the direction and supervision of the center director;
  - h. Participate in Salesforce training and webinars;
  - i. Send a Salesforce survey to each employer serviced utilizing the procedures as outlined on the Salesforce website;
  - j. Submit progress reports on survey activity on a quarterly basis to the SFWIB/CSSF Business Services Unit. Maintain a minimum of thirty percent (30%) employer response rate to surveys;
  - k. Provide customized services to meet the specific needs of each business;
  - l. Provide and maintain standardized service delivery in accordance with federal, state, and the SFWIB's policies and procedures;
  - m. Develop and coordinate training services for businesses;
  - n. Develop and coordinate community service and work experience worksites;
  - o. Develop and coordinate, at a minimum, three (3), specialized recruitments per month for businesses within the Opportunity Miami targeted industries; Aviation, Creative Design, Financial Services, Hospitality & Tourism, Technology, Life Sciences and Health Care, and Trade & Logistics
    - 1) Prioritize submission of qualified candidate resumes to the SFWIB's Business Services Representative for time-sensitive special project and recruitment initiatives; and
    - 2) Develop and coordinate recruitments through the posting of job orders, conducting job fairs, providing space for on-site interviews and skill matching, etc.
  - p. Provide skills testing and screen potential employees for employers through software tools to evaluate skill sets, abilities and qualifications that meet the business needs;
  - q. Job match qualified jobseekers and program participants who meet the business' minimum requirements;
  - r. Provide follow-up services to businesses to assess satisfaction with services received; document and share results with the SFWIB/CSSF Business Services Unit;
  - s. Provide leads of companies who may be interested in information on tax credits and financial incentives for available training services such as the IWT and OJT;

- t. Coordinate with staffing agencies and other organizations that provide placement services to ensure adequate employment opportunities exist for jobseekers and program participants;
  - u. Coordinate with the SFWIB's Reemployment and Emergency Assistance Coordination Team (REACT) Coordinator to conduct rapid response activities for businesses that are faced with mass lay-offs, downsizing or closing;
  - v. Provide follow-up services on job orders using EMD and document a case note in the system;
  - w. Promote and develop high-skill, high-wage employment opportunities, which meet the self-sufficiency standard for the region; and
  - x. Actively engage in and promote all regional industry/business initiatives as determined by the SFWIB.
2. For other training activities the Contractor shall:
- a. Track other training services including enrollment, training progress, completion, and reimbursement information by reviewing all systems pertinent to the program funding stream;
  - b. Thirty percent (30%) is allocated to OJT training and at a minimum forty percent (40%) shall be expended on the combined expenditures for OJT and PWE/TJ;
  - c. No more than ten percent (10%) of the training dollars can be expended for PWE/TJ;
  - d. Ensure the center director fully reviews drafts of OJT agreements for accuracy, compliance, and accountability prior to execution;
  - e. Ensure OJT agreements are not initiated within thirty (30) days of contract termination; any exceptions will be at the sole discretion of the SFWIB;
  - f. Reimburse the business as set forth in the SFWIB OJT Policy (Section X (C) (2)) and the SFWIB's OJT Procedures. Failure to submit the required documentation will result in disallowance;
  - g. Reimburse the business at the time of completion for any CT, IWT certificates awarded as set forth in the SFWIB's policies and procedures;
  - h. Obtain the appropriate signatory for the business on all agreements, including, but not limited to, CT, IWT, OJT, PWE, as set forth in the SFWIB applicable policies and procedures;
  - i. Cooperate with the SFWIB/CSSF Business Services Unit to reconcile discrepancies and other training services-related issues;
  - j. Be solely responsible for ensuring the participant(s) is eligible for the applicable funding stream in accordance with federal and state laws, and the SFWIB's policies and procedures;
  - k. Be solely responsible for ensuring the business is eligible to enter into an SFWIB-funded agreement in accordance with federal and state laws, and the SFWIB's policies and procedures;
  - l. Be solely responsible for payment to the business with whom the agreement was entered into by the Contractor; in the event the Contractor refers ineligible program participants to any SFWIB-funded OJT, IWT, TJ, CT, PWE agreement; and
  - m. Be solely responsible for payment to the business with whom the agreement was entered into by the Contractor, if the Contractor fails to enter the required participant information into the appropriate Management Information Systems (MIS) for the SFWIB-funded OJT, IWT, CT, TJ, PWE agreements.

**B. Workforce Programs**

**1. Wagner-Peyser (WP)**

The Wagner-Peyser Act of 1933, as amended by WIOA, stipulates specific guidelines regarding the registration of jobseekers and the provision of services to employers. WP employment services are based upon the general concept that the basic purpose of these services is to bring jobseekers and employers together to find suitable employment matches. The Contractor shall:

- a. Make available labor exchange services to all employers and jobseekers including, but not limited to, Re-employment Assistance (RA) claimants, veterans, migrant and seasonal farm workers and individuals with disabilities.



- b. Be responsible for the management of Florida Commerce (FC) staff as per **Article IV, Section B-SFWIB Assigned Staff of Exhibit A, Statement of Work**.
- c. Ensure that FC staff provide and document service delivery to all jobseekers and employers regardless of the ability to meet wage and placement requirements. All jobseekers are entitled to a basic level of services.
- d. Submit the WP Complaint Resolution System Log, EMD/EM Center Referral to Placement Ratio Report, and EMD/EM Soft Exits Report by the 10th of each month to the Adult Programs Unit (**See Exhibit E, Reporting Requirements**).
- e. Have a Migrant Seasonal Farm Workers (MSFW) Outreach Worker at Career centers where ten percent (10%) or more of the jobseeker population are MSFW. The MSFW Outreach Worker is responsible for the provision of MSFW services, the submission of MSFW Reports Log of Daily Activities and the MSFW Monthly Report by the 5th day of the following month to the Monitor Advocate.
- f. Be responsible for the provision of Reemployment Services and Eligibility Assessment services (RESEA) as follows:
  - 1) The RESEA program is designed to help RA beneficiaries find jobs in an effort to shorten the duration of claims and lead to fewer erroneous payments, resulting in savings to the RA Trust Fund and Employer Taxes. RESEA Claimants require staff assistance.
  - 2) The Contractor shall provide documented service delivery to all RESEA participants. Staff will schedule appointments and conduct individual and in-person reemployment assessments as per applicable federal, state and SFWIB program guidelines, policies and procedures.
- g. Be responsible for the provision of the Veterans Employment Services program as follows:
  - 1) Provide priority services to veterans, especially disabled veterans, and develop linkages with other agencies to promote employment opportunities for veterans, in accordance with **Article V, Section T-Veterans' Priority Provisions** of this Contract. The Contractor shall submit the Manager's Report on Services to Veterans by the 5th day of the first month of each quarter to Adult Programs Unit (**See Exhibit E, Reporting Requirements**).
  - 2) Promote the Military Family Employment Advocacy Program, which provides military spouses and their families with career services to assist them when there is a service member on active duty with the armed forces and refers eligible program participants to the Area's Military Family Employment Program Advocate.
- h. Intake and eligibility for services shall be conducted before receipt of basic, individualized, and follow-up services. Each of these services shall be made available to eligible jobseekers. The Contractor shall provide these jobseeker services following the **Talent Development Flow Process (set forth in Attachment 1 of Exhibit A, Statement of Work)** as follows:
  - 1) **Intake**  
Intake is the collection of required documentation from jobseekers. The intake process includes, but is not limited to:
    - a) General orientation: provides the jobseeker with information pertaining to the services that are provided at the centers.
    - b) Initial application: basic demographic and background information is collected; it also identifies employment barriers and specifies skill levels and gaps in specific areas. The initial application is accessible to the jobseeker through the Atlas kiosk. All new registrations should be via the kiosk and include the creation of an electronic case file.
    - c) Complete EMD registration must include all of the following components: a complete and current general information section containing a residential and mailing address, a valid telephone number, and e-mail address. The jobseekers must also have been assigned an occupation title and occupation code (O\*NET code). Additionally, staff must complete the background wizard section to include the education profile, the employment history with

previous hourly wages, and O\*NET code. To complete the registration, the jobseeker must have an active/online résumé that is viewable to employers, with a valid telephone number and e-mail address.

- d) Literacy, numeracy, and skills testing will be determined using an assessment approved by the SFWIB.
- e) Complete a Career Ladder Identifier and Financial Forecaster (CLIFF) Dashboard for each jobseeker. The CLIFF Dashboard visually demonstrates information to show how potential earnings increases impact public assistance benefits. This career-mapping tool helps working families make decisions and customize their career journeys as they progress toward economic mobility and prosperity.

## 2) Eligibility of Services

The Eligibility of Services is the determination of whether an individual is eligible to receive assistance under WIOA. Eligibility of Services is made upon reviewing documents collected during intake and shall be used to assist staff in determining if the participant is eligible for enrollment under WIOA. Staff should use all available resources to reduce the amount of information requested from the participant to determine eligibility (i.e. Suntax or Public Assistance Records). Referral to services shall ensure emphasis is placed on identifying barriers to employment, opportunities to improve skills and ways to acquire credentials and assist in the development of career pathways for talent pipelines, which results in better job candidates and employment outcomes.

The Contractor shall determine eligibility for each of the SFWIB-funded programs (i.e. WIOA and TANF). The Contractor shall only have SFWIB Workforce Programs Eligibility certified (trained and approved by the SFWIB) staff conduct Workforce Programs' Eligibility.

## 2. WIOA

The Workforce Programs to be provided shall be in accordance with WIOA. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. WIOA strategically coordinates the core federally funded programs for skill development. Specifically, 1) the Department of Labor administers employment and training services for adults, dislocated workers, and WP employment services that are funded through formula grants to states; and 2) the Department of Education (DoED) administers adult education, literacy programs and Vocational Rehabilitation state grant programs that assist individuals with disabilities obtain employment.

In addition, WIOA authorizes other programs administered by DoED and the Department of Health and Human Services for specific vulnerable populations, including the Job Corps, YouthBuild, Indian and Native Americans, and Migrant and Seasonal Farmworker programs. 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. The Contractor shall:

- a. Provide a continuum of services to adults and dislocated workers that, depending on the needs of the participant, may require varying levels of individualized career services and follow-up activities. CareerSource centers are required to conduct regular follow-up activities prior to the second and fourth quarter after the participant exits. Availability of funds, in conjunction with an individual's needs and eligibility guidelines, shall determine the appropriate combination of services to provide to individuals.
- b. Be responsible for the WIOA eligibility determination and verification, collection of the required supporting documentation, completion and submission of all necessary eligibility documents and maintenance of documentation.
- c. Utilize the WIOA Adult/National Emergency Grant (NEG) funds as part of the WIOA Adult employment and training services/activities following the WIOA Adult Program policies and procedures, if funds are allocated.
- d. Utilize the WIOA Dislocated Worker/Rapid Response Supplement in order to address rising unemployment rates and increased demands for assistance and training, following the WIOA Dislocated Workers policies and procedures.

Ensure that a center representative works with Workforce Development Area 23's (Area 23) REACT Coordinator and, when necessary, is on-site at the scheduled date and time to provide the affected employees with the necessary information about services available. The REACT assists workers who have been or will be dislocated from their jobs due to a business or plant closure, a major employer downsizing, natural disasters, such as floods, fires, hurricanes, tornadoes, or other acts of nature that cause the dislocation of fifty (50) or more workers. The REACT Coordinator in Area 23 responds when notices are received under the Worker Adjustment and Retraining Notification Act or when requested by an employer.

**A. WIOA Eligibility**

Eligibility determination and registration shall include: (1) completed WIOA Application or other application to determine eligibility; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

**1. Adult (and NEG)**

All adults shall meet the WIOA Adult eligibility criteria listed below:

- a. 18 years of age or older; and
- b. Is a resident of Miami-Dade County; and
- c. A citizen of the United States; or an eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- d. In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- e. Provide the highest grade completed; and
- f. Provide proof of veteran status, if applicable; and
- g. If employed, determined low income as defined by the SFWIB.
  - A maximum of ten percent (10%) of all WIOA new enrolled participants can be employed at participation.

**h. Homeless Person (HP)**

HP refers to an eligible WIOA Adult that is identified in EMD/EM as meeting the United States Department of Housing and Urban Development's definition of a Chronically Homeless Person at the time of WIOA Application, which includes:

- A participant who resides in places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings.
- A participant who resides in an emergency shelter.
- An unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more or had at least four episodes of homelessness in the past three (3) years. A disabling condition is defined as "a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability including the co-occurrence of two or more of these conditions.

**2. Dislocated Workers (and Rapid Response)**

All Dislocated Workers shall meet the WIOA Dislocated Worker eligibility criteria listed below:

- a. 18 years of age or older; and
- b. Is a resident of Miami-Dade County; and
- c. A citizen of the United States; or an eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and

- d. In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- e. Provide the highest grade completed; and
- f. Provide proof of veteran status, if applicable; and
- g. Demonstrate that employment could not be obtained prior to eligibility.

In addition to the above general eligibility factors to qualify as a Dislocated Worker, an individual shall meet one or more of the following criteria:

- a. Terminated or laid off or received notice of termination or layoff, and is eligible for or has exhausted entitlements to RA formerly Unemployment Compensation (UC), and is unlikely to return to previous industry or occupation;
- b. Attached to workforce, but not eligible for or not entitled to RA, or the employer is not covered under the state UC law, and is unlikely to return to previous occupation or industry;
- c. Terminated, Laid-off or Notified of Permanent Closing of Plant or Facility, Substantial Lay-off;
- d. General announcement of facility closing, date required;
- e. Previously self-employed (including employment as a farmer, a rancher, or a fisherman), but is unemployed as a result of general economic conditions or natural disasters in the community that the individual resides; or
- f. Displaced homemaker: An individual who has been providing unpaid services to family members in the home and has been dependent on the income of another family member, but is no longer supported by that income; or is the dependent spouse of a member of the Armed Forces on active duty and whose family income is significantly reduced because of a deployment, or a call or order to active duty, or a permanent change of station, or the service-connected death or disability of the member; and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment;
- g. The spouse of a member of the armed forces on active duty who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or

The spouse of a member of the armed forces on active duty who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

**B. WIOA Services**

WIOA Services can be informational in nature or service intensive. Staff should make every attempt to enroll eligible participants in WIOA to help increase the possible options that could be available for that participant. WIOA services include, but are not limited to:

1. Labor exchange services: This service provides jobseekers with job search and placement assistance, and in appropriate cases, career counseling, which includes information on in-demand industry sectors and occupations. Additionally, these services provide jobseekers with information on non-traditional employment and specialized recruitments targeting specific occupations or industries.
2. Current Labor Market Information (LMI): Jobseekers are provided the most current LMI available in an easy to understand and readily accessible format. The information includes job vacancy listings, job skill requirements necessary to obtain the job, information relating to local opportunities and earnings, and opportunities for advancement in such occupations.
3. Information and referrals on specific programs and services available in the community: Referrals are made to and activities are coordinated with other programs and services including other service or resource partners and vendors, to provide ancillary services within the one-stop delivery system and in appropriate cases, other workforce development programs; referrals shall be done through the Universal Referral Form.

4. Information and assistance regarding filing RA: The Contractor must provide meaningful assistance to individuals seeking assistance in filing an RA claim. Meaningful assistance means: (a) providing assistance on-site using staff well trained in UC claims filing and the rights and responsibilities of claimants; or (b) providing assistance through trained and available staff, by phone or via other technology, within a reasonable amount of time. Assistance must be made available to jobseekers who come into the CareerSource centers for assistance in filing an RA claim and jobseeker have been identified as having barriers to filing a claim without assistance, such as those individuals who have been identified as having limited English proficiency or disabilities.
5. Performance, cost information: Information about performance accountability measures and any additional performance information relating to the center's delivery system is provided in usable and understandable formats and languages.
6. Supportive service information: This service provides referrals to resources available through the SFWIB and/or the community to help reduce and/or eliminate barriers to employment. These services include: transportation, child care, dependent care, housing and needs-related payments that are necessary to enable an individual to participate in authorized activities.
7. Comprehensive Assessment: Each jobseeker who is eligible for services shall receive comprehensive and specialized assessments of their skill levels and service needs, which include diagnostic testing and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals. This process is intended to assist participants in identifying strengths, transferable skills, interests, work values, and priorities. This comprehensive objective assessment process underlies the development of an employment plan, which serves as each participant's road map to services and should include the participant's employment goals.
8. Individual Employment Plan: An individualized employment plan will be developed to identify the employment goals, achievement objectives, and appropriate combination of services or steps for the participant to achieve employment goals. The employment plan includes information on eligible training services providers and career pathways to attain career objectives.
9. Prevocational Services (Employability Skills): Short-term prevocational services include assisting the participant in developing any the following: learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training opportunities.
10. Out-of-area Job Search: This service provides jobseekers with out-of-area job search and relocation assistance.
11. Internship/Work Experience: An internship is when a participant works in an organization, sometimes without pay, in order to gain work experience or satisfy requirements for a qualification. Contractors may coordinate internship opportunities within the private for profit sector, non-profit sector, or public sectors. Regardless of the sector chosen, labor standards will apply in any work experience setting where there is an employee/employer relationship, as defined by Fair Labor Standards Act.
12. Workforce Preparation: This service includes activities, programs, or services designed to help an individual acquire a combination of basic academic, critical thinking, digital literacy, self-management skills, and competencies in utilizing resources, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, training or employment.
13. PWE: This is career preparation for participants at a worksite. It is designed to expose participants to careers and jobs, help participants develop pre-employment and work maturity skills and build occupation knowledge and technical skills by doing real work. This work facilitates active learning, exploration of interests; development of research and project based skills, development of teamwork skills, assists participants with making connections between workplace duties and related coursework, and provides participants with training about workplace safety and other issues.
14. Financial Literacy Services: This service provides participants with information pertaining to creating household budgets, initiating savings plans, and making informed financial decisions about education, retirement, home ownership, wealth building, and other savings goals. This service

affords jobseekers with the opportunity to learn effective spending management methods, including addressing credit card debt. Financial Literacy Services include activities that address the financial literacy needs of non-English speakers, including the development and distribution of multilingual financial literacy and education materials.

15. English Language Acquisition: If it is determined that the jobseeker needs the interpretive services to utilize the resources of CareerSource South Florida then an appropriate referral shall be made. The Contractor shall provide services in accordance with the SFWIB's Limited English Proficiency Policy.
16. Support Services: The Contractor shall provide, coordinate, and pay for support services for jobseekers when a funding source so allows, but the Contractor shall only be authorized when: (1) a need has been identified; (2) the program participant is in compliance with all program requirements; (3) the participant will not be successful without this service(s); and (4) no other funding is available to pay for such services. The provision of support services shall be managed in a cost efficient manner. Referrals for support services shall be made to community agencies when the funds are not available. These services are subject to funding availability in accordance with the SFWIB's established policies and procedures. Referrals shall be done through the Workforce Management System (WFMS). Supportive services may include, but are not limited to, transportation assistance, training materials or other SFWIB approved items.
17. Contractors may assist jobseekers in obtaining training at any approved training vendor and that training shall be paid through an Individual Training Account (ITA).

**a. ITA**

- 1) The Contractor shall provide training services to individuals who: (1) meet the eligibility requirements after an interview, evaluation or assessment, and career planning; (2) has demonstrated employment could not be retained nor obtained; (3) are determined to be in need of training services by only receiving career services; (4) has the skills and qualifications to successfully participate in a selected program, that are directly linked to employment opportunities in the region; and (5) are unable to obtain other grant assistance or need assistance above the levels provided by such other grants. Training services shall be administered in accordance with the SFWIB's ITA policies and procedures.
- 2) The Contractor shall adhere to the SFWIB's procedures regarding WFMS data reconciliation between Training Vendors and Workforce Services Contractors.
- 3) The Contractor shall individually assess eligible participants for training prior to the issuance of an ITA voucher. In an effort to assist participants in selecting a training program that he/she is likely to succeed in, which would ultimately contribute to the attainment of economic self-sufficiency, consideration will be given to a participant's academic and employment background as well as short- and long-term career interests during the assessment process.
- 4) Upon the participant's selection of an occupational training area, the Contractor shall furnish him/her with a Consumer Report Card showing the performance (e.g., completion, placement, and training-related placement rates) of Training Vendors' programs linked to that occupational training area.
- 5) The Contractor shall ensure that all participants requesting training using an ITA apply for Title IV, federal, financial aid, including, but not limited to, the Pell Grant by completing the Free Application for Federal Student Aid.
- 6) The Contractor shall inform the participant if he/she is not Pell eligible, the school is not Title IV eligible or will be required to obtain student loans and/or other financial aid to cover the cost of the program not covered by the ITA.
- 7) The Contractor shall issue vouchers for training within the same Program Year in which service(s) was/were rendered.

- 8) The Contractor shall track participants' training progress, including enrollment, completion, and placement information, in the applicable MIS.
- 9) To promote the entry of consistent and accurate data in the WFMS, the Contractor shall cooperate with Training Vendors to resolve and reconcile discrepancies in participant's data in the Reconciliation Tool. The contractor shall conduct a monthly review/reconciliation of all ITAs. Trainings offered include, but are not limited to:
  - i. Vocational/Occupational Skills Training (OST); and
  - ii. Adult Education and Literacy Combined with Vocational/OST Training.
- 10) Upon completion of training services, the Contractor shall assist participants in securing employment in the field that he/she was trained, or a related field.

It is the sole responsibility of the Contractor to ensure that participants are eligible to receive ancillary services and have been entered into the appropriate MIS prior to referral.

**b. Other Training Services**

The Contractor shall offer an array of training services to eligible jobseekers and employed workers. The Contractor shall administer training services in accordance with the SFWIB's applicable policies and procedures.

Trainings offered include, but are not limited to:

- 1) IWT is provided to an employer's current staff to improve workforce quality through enhanced skills attainment, productivity and competitiveness. The employer may be reimbursed a percentage of the total training costs for workers that successfully complete training (as set forth in the SFWIB's Policy for IWT).
- 2) CT is designed to meet special requirements of an employer(s) that is conditioned on a commitment from the employer(s) to employ, or continue to employ an individual. Upon successful completion of the training, the employer pays a percentage of the training costs (as set forth in the SFWIB's Policy for CT).
- 3) OJT provides an opportunity for participants to learn necessary job skills through paid full-time employment.
- 4) PWE is another form of work-based training authorized by WIOA. PWE jobs are subsidized, time-limited transitional work experiences in the public, private or nonprofit sectors, for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history, which are combined with comprehensive career and supportive services.

**c. Training Participation Requirement**

The Contractor understands that they are required to meet their annual training enrollments as specified in the performance requirements. Authorized training may include: IWT, CT, OJT, PWE, and ITA expenditures. ITA training expenditures are limited to tuition, books and fees of Training Vendors and other training services prescribed and authorized by the WIOA and the SFWIB. Any unearned funds will be pooled and disbursed equally amongst providers who exceeded their target training goals set forth in **Exhibit A, Statement of Work, Attachment 3-CSSF Balanced Scorecard Performance Requirement**.

**3. Trade Adjustment Assistance (TAA)**

Trade Adjustment Assistance (TAA) under the Trade Adjustment Assistance Reauthorization Act of 2015, Title IV of the Trade Preferences Extension Act of 2015 (Public Law 114-27) is designed to assist workers who have been laid off or whose jobs have been threatened as a result of foreign competition. Workers covered under a certified Trade Act petition are eligible to receive an array of services and benefits, which include training, reemployment services, job search, relocation allowances, Trade Readjustment Allowances (TRA) and Wage Subsidy for older workers.

- The Contractor shall manage the TAA training and employment services and shall follow federal and state program policies and guidelines as well as the SFWIB’s policies and procedures.
- The Contractor shall provide documented service delivery to all TAA participants, including the initial assessment, referrals to training, career management and documentation for TRA, which is support income for participants in training.

**4. Career Advancement Program (CAP)/Temporary Assistance to Needy Families (TANF)**

TANF dollars may be utilized for individuals who are eligible for TANF, but are not currently receiving cash assistance. On a local level, TANF is administered through CAP. TANF dollars shall only be utilized to serve one of the four purposes of TANF, which are described herein. Individuals shall be screened for TANF eligibility prior to the provision of services.

Under TANF, a “family” shall include a pregnant individual or a parent with one or more minor children or a caretaker with one or more minor children. Note: Minor child means a child living at home with the parent or caretaker, or under 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:

Applicants (which means that they are applying to receive cash assistance);

Current participants (which means they are currently receiving cash assistance);

Former participants and currently earning up to 200% of the poverty level;

Eligible families who have never been on cash assistance are TANF eligible as described above and are earning up to 200% of the poverty level; or

A non-custodial parent of a child who is TANF eligible.

The **Four (4) purposes** under TANF guidelines are:

- ✓ **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.”
- ✓ **Purpose 2-** Is intended to “end the dependence of needy parents on government benefits by promoting job preparation, work and marriage.”
- ✓ **Purpose 3-** Is intended to “prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies.”
- ✓ **Purpose 4-** Is intended to “encourage the formation and maintenance of two-parent families.”

**a. CAP Eligibility**

The Contractor shall manage the CAP caseload including, but not limited to, work registration of TANF applicants, assessment of and assignment to work activities that lead to employment, daily management of CAP participants towards self-sufficiency, weekly system tracking of participation in the One-Stop Service Tracking (OSST), timely requests of sanctions for non-participation, follow-up to determine appropriate disposition, managing requests for hardship exemptions to mandated time limits, developing and/or updating employment plans, and good cause deferrals from program participation.

As a management tool, the Contractor shall conduct a review of all the CAP mandatory open cases during the reporting month utilizing the **TANF/CAP Performance Desk Review Tool** and shall meet the required standards.

**b. CAP Services**

The Contractor shall:

- a)** Follow the Talent Development Flow Process (**set forth in Attachment 1 of Exhibit A, Statement of Work**) for Intake and Eligibility for Services for all applicants and mandatory participants **prior** to assigning them to a countable work activity.



- b)** The CLIFF Dashboard shall be updated upon Intake, every three (3) months while in mandatory participation status, and upon exit from CAP program.
- c)** Establish career pathways ensuring that assignments into countable work activities focus on providing the participants with the opportunity to acquire skills and/or credentials that will lead to positive employment outcomes. This shall include validating the skills and credentials needed for the participant to fill talent pipelines and providing work based training and learning opportunities.
- d)** Conduct additional assessments as needed and establish an Individual Employment Plan if the participant is in need of Individualized Services. The plan must include long and short-term employment goals, objectives that are necessary for accomplishing the goals, and an outline of the steps necessary to assist the jobseeker with achieving self-sufficiency, as required by federal, state and local procedures and using the SFWIB approved assessment tools.
- e)** Co-enroll a minimum of seventy-five percent (75%) of mandatory CAP participants in the WIOA program in order to meet the fifty percent (50%) CAP participation rate established by the SFWIB. CAP participants shall be co-enrolled when the need for training services is determined through the Eligibility of Services. This seventy-five percent (75 %) may also include cases in follow-up; this measure will be reviewed monthly and contracted providers will be required to maintain this level throughout the program year.
- f)** Collect supporting documentation for CAP participation for Job Participation Rate updates on a weekly basis.
- g)** Provide consistent monitoring of each participant to ensure that adequate and appropriate referrals are made to services available in the center or within the community.
- h)** Provide consistent monitoring of each participant to ensure that adequate and appropriate referrals are made to countable work activities and document the participation of each referred individual in accordance with the SFWIB's established policies and procedures for each activity.
- i)** Develop paid and unpaid opportunities for participants utilizing OJT, Community Service (CS), Work Experience (WE) and/or Subsidized Employment.
- j)** Document CAP communication and participation in the OSST and in the participant's case file. All instructions provided to the participant regarding program participation and requirements shall be outlined and signed by the participant and center staff, as well as recorded in the Plan Development - Steps to Sufficiency.
- k)** Track the CAP participant's failure to participate in a timely manner in accordance with federal, state, and local procedures. Requests for sanctions on CAP participants must be submitted to the Department of Children and Families (DCF) in accordance with DCF guidelines.
- l)** Prior to imposing a Level (3) sanction, document contact with the participant using case notes in OSST or conduct a pre-sanction home visit within the ten (10) day pre-penalty period.
- m)** Ensure Pre-Penalty Reengagement-Activities remain open. Consistent monitoring and tracking of a CAP participant's progress shall continue until the family is no longer receiving cash assistance. If the participant is receiving cash assistance, a daily telephone call prior to the expiration of the ten day penalty period shall be attempted and documented in OSST case notes and an appointment letter e-mailed with a delivery receipt. A copy of the delivery receipt should be printed and placed in the participant's case file or electronic file. In the event e-mail communications fail, then a letter should be mailed. After three (3) failed attempts to contact the participant (telephone contact information is not current or the telephone is disconnected, e-mail address incorrect or no response to e-mail, a weekly home visit is required in lieu of the daily telephone contact. Case notes shall be entered in OSST for every attempt until the participant is no longer receiving cash assistance.
- n)** Ensure Sanction Reengagement-Activities shall remain open. Consistent monitoring and tracking of a CAP participant's progress shall continue until the family is no longer receiving cash assistance. Actual hours of participation shall be updated. A weekly telephone call, an

appointment e-mailed or letter mailed to the participant and for level three (3) sanctions a minimum one home visit is required. A weekly reengagement case note shall be entered in OSST.

- o) Assess and recommend hardship extension(s) and record information in OSST in accordance with local procedures.
- p) Make accessible TANF/CAP Additional Program Services-Cash Assistance Severance, Relocation Assistance, Up-Front Diversion Services, and Transitional Services available for individuals who meet specific criteria in accordance with federal, state, and local procedures.
- q) Develop an Alternative Responsibility Plan (ARP) to manage deferrals from program participation.

**5. Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T)**

Florida’s mission and vision for the SNAP E&T program is to ensure Able-Bodied Adults Without Dependents (ABAWDs) gain the education and skills necessary to obtain and retain employment while earning a self-sustaining wage and meeting the workforce needs of businesses in their local communities. The SNAP E&T program offers ABAWDs the opportunity to meet the mandatory work requirements of the program through participation in qualifying program components available throughout the local American Job Centers (AJCs).

A minimum of seventy five percent (75%) of actively engaged SNAP cases shall be co-enrolled in the Workforce Innovation and Opportunity Act (WIOA) program by the Contracted Service Provider. SNAP participants shall be co-enrolled when the need for training services is determined through the Eligibility of Services. This measure will be reviewed monthly and Contracted Service Providers will be required to maintain this level throughout the program year. The Contractor will also be required to follow the program policies and guidelines established in the Department of Children and Families (DCF) and Florida Commerce (FC) 2024 State Plan and the South Florida Workforce Investment Board’s (SFWIB’s) established policies and procedures (link to FC State Plan).

**a. SNAP Eligibility**

- a) The Contractor shall manage the SNAP E&T program caseload and engage SNAP recipients identified as ABAWDs in eighty (80) hours of qualifying components each month as required by the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996. To maximize the opportunity to obtain skills, access training, and work experience to enhance their employability and become self-sufficient, the Contractor shall ensure participants complete work registration and a comprehensive assessment(s) before a referral to SNAP E&T components is made. The CLIFF Dashboard shall be updated upon Intake, every three (3) months while in mandatory participation status, and upon exit from SNAP program.

**b. SNAP Services**

The Contractor will also be required to follow the program policies and guidelines established in the Department of Children and Families (DCF) and Florida Department of Commerce 2024 State Plan. The components outlined below are intended to assist ABAWDs in gaining employment in-demand occupations within the Local Workforce Development Area (LWDA). ABAWDs can meet work requirements in a variety of ways and shall be assigned 80 hours of work activities each month in the following components: (See Local Operating Procedures for guidance on proration for need participants).

- 1) Supervised Job Search (in combination with other activities)
- 2) Job Search Training (in combination with other activities)
- 3) Work Experience
- 4) Education
- 5) Vocational Training
- 6) Job Retention Services

6. The Contractor is responsible for the daily case management of ABAWDs in the One-Stop Service Tracking (OSST) system, and Employ-Miami Dade (EMD) ensuring they are meeting the work requirements each month, and submission of sanction requests for non-compliance is completed timely. **Reemployment Services and Eligibility Assessment Program (RESEA)**

**a. RESEA Program Description**

The FC administers the **Re-employment Services and Eligibility Assessment Program (RESEA)** program, which provides temporary wage replacement benefits to qualified individuals who are out of work through no fault of their own and who are able and available to work. The Contractor shall be responsible for the provision of RESEA services.

The Contractor shall:

- Identify RESEA claimant by obtaining and reviewing the report from EMD/EMs interface with RESEA;
- Contact the RESEA claimant for employment services; and
- Ensure the RESEA claimant has completed work registration.

**b. RESEA Compliance**

The Contractor shall provide RESEA services including, but not limited to: claim filing methods; assisting customer with claim filing; providing the toll free telephone number and web address for the RA office; and providing the RA booklet.

**C. Ancillary Services**

The Contractor shall offer an array of services to eligible jobseekers and employed workers. The Contractor shall administer the following:

**1. Services to Individuals with Disabilities**

The Contractor shall provide services to individuals with disabilities as set forth in **Article II, Section U-Persons with Disabilities and Accessibility of Facilities**, of this Contract, the SFWIB's Services to Individuals with Disabilities Policy, and as set forth below:

- a. The Contractor shall assure that programs and activities under this Contract are accessible to and do not discriminate against individuals with disabilities;
- b. The Contractor shall ensure that the physical facilities utilized under this Contract are accessible to individuals with disabilities;
- c. The Contractor shall designate a disability coordinator to establish and implement internal procedures to ensure the Contractor and operational staff are knowledgeable about and comply with the **Article II, Section U-Persons with Disabilities and Accessibility of Facilities**, of this Contract; and
- d. The Contractor shall upload the Disability Coordinator's Report onto the SFWIB's Intranet no later than the 5th of each month. (See **Exhibit E, Reporting Requirements**).

**2. Professional Placement Network (PPN) Workshops/Seminars**

The Professional Placement Network (PPN) is a program designed to transition professional jobseeker(s) into the workforce or to a meaningful career change.

The Contractor shall designate one employee to actively engage, track, and refer qualified individuals to PPN workshops, and provide job-matching, job referrals, job development, and follow-up services for professionals. PPN designated staff will coordinate activities with the Re-employment Assistance Specialist (REA) and actively join/assist the SFWIB's PPN Coordinator with the PPN workshops and provide outreach to professionals at community colleges, universities, or other educational institutions.

**3. Follow-up/Retention Services**

After a service(s), the Contractor shall follow-up with participants to ensure that they are on track with their employment plan and offer additional service(s) to retain employment. The Contractor shall provide at least one follow-up service within every ninety (90) days and as required by federal, state, and the SFWIB's policies and procedures. These services are offered to help participants overcome any barriers to employment and place them into employment that will lead to self-sufficiency.

After job placement, the Contractor shall follow-up with participants to ensure that they are employed and retain employment. Job retention assistance shall be provided for not less than twelve (12) months after the first day of employment. These services are offered to help participants placed into employment overcome any problems that may arise during this critical period and to ensure further progress toward long-term employment and, therefore, self-sufficiency.

### III. PERFORMANCE REQUIREMENTS

Applicable workforce performance requirements are established by federal and state laws, CareerSource Florida and the SFWIB.

The Balanced Scorecard Report, along with the other operational reports, acts as a measurement system, strategic management system, and communication tool to assist the Area in exceeding federal performance requirements and the state of Florida Common Performance Measures as well as serving all individuals seeking assistance. The purpose of the Operational Reports is to strengthen the workforce service delivery system and increase its effectiveness and efficiency by simplifying complex measuring systems, integrating multilevel performance indicators and focusing on the basics such as employment outcomes and self-sufficiency.

- A. The Contractor shall ensure that center staff is trained on all Operational Reports, implements strategies that maximize performance outcome potentials to be cost-efficient, and utilizes co-enrollment or other strategies for optimal service delivery.
- B. The SFWIB shall track the performance of the Contractor against established and approved performance standards as described in **Exhibit A, Statement of Work, Attachment 3-CSSF Balanced Scorecard Performance Requirement and Exhibit A, Statement of Work, Attachment 4-CSSF Specifications for Workforce Services Balanced Scorecard Report**. If the Contractor does not satisfy a minimum of sixty-five percent (65%) of the performance measures (standards) for the reporting period, the SFWIB, in its sole discretion, may allow a reasonable period, not to exceed three (3) months, for the Contractor to correct performance deficiencies. If the Contractor fails to improve or correct performance deficiencies, is not meeting sixty-five percent (65%) of the performance measures (standards) within the prescribed time, and if Contractor cannot demonstrate, to the SFWIB's satisfaction, that the deficiencies are caused by extenuating circumstances, the SFWIB shall terminate the contract. If the Contractor fails to meet at least sixty-five percent (65%) of the PY'2024-2025 performance measures by the end of the contract period, the SFWIB will not consider the Contractor for contract renewal and/or future contract consideration for a period not to exceed five years. The SFWIB has the sole authority to determine whether the extenuating or mitigating circumstances are valid. The Job Placements performance measure maximum standard, the CAP mandatory participation rate, and the CAP and SNAP co-enrollment rates are all "no fail" measures, which means the provider must achieve successful performance on sixty-five percent (65%) of the required Balance Scorecard Measures in addition to the "no fail" measures.
- C. Operational Reports can be accessed through <https://iapps.careersourcesfl.com/sfwreports/>, and include but are not limited to:
  1. Automated Monitoring Tool
  2. Common Measures Tool
  3. Consumer Report Card
  4. CSSF Balanced Scorecard Performance Requirement
  5. Review Tool-CAP
  6. WP Performance
    - a) Incomplete Registrations
    - b) Job Orders
    - c) Referral to Placement
    - d) Soft Exit Application
  7. Performance Analysis
    - a) Monthly Placement Targets
    - b) Monthly Placement Actuals
    - c) Monthly Targets vs Actuals

- d) Targets, Actuals and Referrals
  - e) EMD/EM Job Search
- D.** The SFWIB shall conduct regular evaluations of the Contractor's staff members to assess their adequate performance, adherence to established standards, and achievement of objectives of program requirements. In the event that the SFWIB identifies staff members who consistently fail to meet program performance expectations or demonstrate inadequate program performance, the SFWIB may issue a reasonable recommendation to the Contractor for the removal of such staff member(s) from the program. The SFWIB's recommendation shall be based on the program objective performance evaluations and shall clearly identify the reasons for the recommendation
- E.** Upon receiving the SFWIB recommendation of staff removal from program, the Contractor shall review the information provided and consider the merits of the recommendation. The Contractor shall conduct an internal review or investigation, if deemed necessary, to assess the accuracy and validity of the concerns raised in the recommendation. The Contractor shall provide a written response to the SFWIB within a reasonable timeframe, indicating the action taken or proposed action in response to the recommendation.

#### **F. Job Placements**

The main goal of Workforce Services is Job Placement either in the form of a Direct Job Placement (DJP), Job Development (JD) or OE.

##### **1. WP OE**

WP OE defined in the **Exhibit A, Statement of Work, Attachment 4-CSSF Specifications for Workforce Services Balanced Scorecard Report.**

##### **2. WP DJP/Direct Employment**

WP DJP/Direct Employment defined in the **Exhibit A, Statement of Work, Attachment 4-CSSF Specifications for Workforce Services Balanced Scorecard Report.**

##### **3. WP Job Development Placement**

WP Job Development Placement defined in the **Exhibit A, Statement of Work, Attachment 4-CSSF Specifications for Workforce Services Balanced Scorecard Report.**

#### **IV. OPERATIONAL REQUIREMENT**

##### **A. Data Entry Responsibilities**

The Contractor shall:

1. Utilize the Atlas Kiosk (Initial Application), EMD/EM, OSST, and the WFMS to document the provision of services as part of the jobseeker tracking process.
2. Ensure that the WIOA data is entered within five (5) days of participant contact or services being delivered and that the TANF/CAP data is entered at least once a week.
3. Cooperate with the SFWIB-approved Training Vendors to ensure the timely entry of consistent and accurate participant training-related data in the SFWIB's Reconciliation Tool.
4. Enter WFMS data in accordance with the WFMS process.
5. DJPs and OEs achieved for the purpose of payment during any month shall be verified and recorded in EMD/EM by the **last day** of the said calendar month. **Participants must have a complete registration (a complete and current general information section containing a verified residential and mailing address, a valid telephone number, and e-mail address) and as set forth in Article II, Section B, Item h.1.c in EMD/EM to eligible for payment.**

Enter all data in EMD/EM for **Exhibit A, Statement of Work, Attachment 3-CSSF Balanced Scorecard Performance Requirement** achieved during a given month by the **5th day** of the following month.

##### **B. Employment/Placement Verification**

The following Employment Verification shall be utilized for all the SFWIB's programs, including but not limited to: WP, RESEA, TANF, CAP, SNAP E&T, WIOA Adult or Dislocated Workers, Rapid Response, TAA and Refugee.

The Contractor shall verify full or part time unsubsidized employment through the use of one of the following appropriate options as per local operating procedure:

1. **Employment Verification Form (Attachment 2 of Exhibit A, Statement of Work)** completed by the employer; or
2. **Employment Verification Form with Training Vendor logo** completed by the employer and validated by Contractor; or
3. For companies that use The Work Number system, attach the employer's printout to the **Employment Verification Form (Attachment 2 of Exhibit A, Statement of Work)**; or
4. Pay stub in conjunction with documented employer contact, or Employment Offer Letter; or
5. New Hire Report in conjunction with documented employer contact to indicate actual start date of employment; or
6. The RA system and/or SunTax with documented employer contact; or
7. For Self-Employed individuals, attach Form 1099 – Misc. (Miscellaneous Income) and/or Form W- 4, and a copy of the sunbiz.org printout showing the name of the business.

A completed **Employment Verification Form (Attachment 2 of Exhibit A, Statement of Work)** will be required for **ALL** employment/placement verification along with any supportive documents if applicable (3 – 7). **Employment verifications from staffing agencies must also include a paystub or payroll registry showing that the jobseeker has been placed at a work site and has earned wages.** The Contractor shall submit an **Employment Verification Form** for **EACH DJP** listed on the Contractor's monthly invoice in the Automated Performance Invoicing Process (APIP) System at the time of submission of said invoice in the APIP system. Employment Verifications should be submitted electronically to the Wagner-Peyser Program Manager. Failure to submit employment verification will result in an automatic disallowance of unverified placements. Submitting falsified verifications will be a disallowance and may also lead to termination of the contract.

### C. Quality Assurance (QA)

The purpose of the QA strategy is to facilitate self-assessment reviews to ensure accuracy of data reported and collected. Participant files (hardcopy and/or electronic) and data systems shall also be reviewed to: (a) ensure data integrity and continuous improvement of system operations; (b) reduce the error rate of Area 23 to three percent (3%) or less; and (c) ensure compliance with federal, state and local laws, transmittals, directives, policies, procedures and regulations. Failure to comply with this provision will result in deductions.

**A.** The Contractor's QA process shall include, but not be limited to the following:

1. Ensuring the Contractor's staff collaborates with the SFWIB's staff;
2. Ensuring staff is trained and implements concepts learned in training and from technical assistance;
3. Ensuring staff conducts ongoing systems and desk reviews to confirm policies and procedures are being followed and information systems and case files are properly updated and documented;
4. Conducting monthly Supervisory QA Reviews, as set forth in **Exhibit E, Reporting Requirements**, of ten percent (10%) or twenty-five (25) cases (whichever is less) of all SFWIB's Programs with activities during the review period, which include, but is not limited to, WIOA, CAP, WP, RESEA, and SNAP E&T. This Supervisory QA Review shall be reviewed and approved by the Center Director;
5. Ensuring the Contractor reconciles the ITA monthly to submit for review to QA. The files should coincide with the information submitted to the ITA Reconciliation Tool in the reports;
6. Using the Automated Monitoring Tool (AMT) to complete the required monthly Supervisory QA Reviews. The AMT will be updated based on the Florida Commerce annual programmatic monitoring tools. If the AMT cannot be accessed, the Contractor shall contact the Office of Continuous Improvement (OCI) Manager and report the issue/concern.

7. Reviewing and analyzing participants' files based upon a selected sample;
  8. Reviewing, examining, and assessing qualitative and quantitative system participant data;
  9. Comparing the previous SFWIB monitoring report to determine the extent to which the SFWIB's concerns have been addressed;
  10. Reviewing eligibility for program services;
  11. Reviewing supporting documentation maintained in the case file;
  12. Reviewing, examining, and assessing the quality and the quantity of the services provided;
  13. Systematically approaching/reviewing caseload per Career Advisor ratio; and
  14. Monitoring of and adherence to Equal Employment Opportunity (EEO) requirements.
- B.** The SFWIB QA Strategy involves a multi-layer process as follows:
1. At the conclusion of the case file review, the SFWIB will discuss the findings with the Center's staff and provide staff with a copy of the completed review tool instrument. The discussion will include the strengths and deficiencies found during the review. The Contractor's Center Director will be provided an electronic copy of the completed review tool utilized by QA.
  2. The Contractor shall be required to submit a Plan of Corrective Action (POCA) within ten (10) calendar days from receipt of the QA Report, if the stipulated three percent (3%) or less error rate is not met. The Contractor shall be required to submit supporting documentation for all deficiencies noted, regardless of the error rate, in order to complete the QA file review process.
  3. Failure to submit an acceptable POCA and/or failure to comply with previously accepted POCA and the measures outlined may result in placement on a Performance Improvement Plan (PIP). Placement on a PIP will require the Contractor to submit weekly QA updates to the SFWIB's staff. The specific content required in these weekly updates will be presented in a formal PIP letter; the updates will provide the SFWIB with confirmation that center staff is making every effort to follow federal, state and local policies, while minimizing errors and preventing deficiencies.
  4. If, at any time, the SFWIB identifies a deficiency, a Contractor may be placed on a PIP. A PIP includes, but is not limited to: setting up a schedule of ongoing review of cases; on-site QA reviews; providing written and/or on-site technical assistance for improvement until the errors identified have been corrected, and an acceptable level of improvement has been demonstrated in the QA process and/or the SFWIB PIP identified reduction in the error rate is met. It is the Contractor's responsibility to implement best practices, develop corrective actions plans, and correct and prevent deficiencies.
  5. If the Contractor is on a PIP, the SFWIB's staff will conduct a follow-up review (file and/or system) within thirty (30) days of the technical assistance training provided by the Adult Programs Unit and provide a QA Report in order to identify training, provide technical assistance and conduct follow-up reviews to ensure that policies and procedures are correctly implemented.
  6. Failure to demonstrate compliance with the PIP during the specified timeframe may result in an extension of the PIP or a breach of contract as determined by the SFWIB's staff.
  7. The Contractor's average QA error rate will be calculated at the end of the third quarter, March 31<sup>st</sup>. Contractors with an error rate above 3.00% will be assessed as follows:
    - A three percent (3.00%) or below average QA Error Rate for all programs reviewed will not have any monies deducted.
    - An average QA Error Rate between three-point zero one percent (3.01%) and five percent (5.00%) for all programs reviewed, will have one-point five percent (1.50%) deducted from accumulated monthly payments through the 3<sup>rd</sup> quarter of the program year or March 31<sup>st</sup>.
    - An average QA Error Rate between five-point zero one percent (5.01%) and eight percent (8.00%) for all programs reviewed, will have one point seven five percent (1.75%) deducted from accumulated monthly payments through the 3<sup>rd</sup> quarter of the program year or March 31<sup>st</sup>.



- An average QA Error Rate over eight-point zero one percent (8.01%) for all programs reviewed, will have two percent (2.00%) deducted from accumulated monthly payments through the 3rd quarter of the program year or March 31<sup>st</sup>.

The deduction will be assessed against the April invoice and the unearned funds shall become available through a pool of funds for all Contractors whose average error rates were three percent (3.00%) and below. Contractors achieving lower average QA Error Rates will receive a greater share of the Error Rate Pool. The Contractor will receive a pro-rated share of the Error Rate Pool calculated based on the difference between the three percent (3.00%) maximum error rate and the actual average error rate, divided by the total combined difference of all Contractors whose average error rates were below three percent (3.00%).

**V. CENTER PARTNERS**

A critical function of the Contractor is to work toward the establishment of a system that is the choice for all employers and jobseekers throughout Miami-Dade County. The CareerSource center is a resource that provides a valuable service that benefits the universal jobseeker regardless of their economic status. In order to fulfill this concept, mandated partners and resources within the system shall be well coordinated and used as efficiently as possible.

**A. The center staff shall collaborate with the following mandated partners:**

• WIOA T-1 Adult, DW, Youth	• Wagner-Peysner
• Migrant Seasonal Farm Workers	• Native American Programs
• Jobs for Veterans State Grants	• Adult Education and Literacy
• Youth Build	• Vocational Rehabilitation
• CSBG (Community Action) E/T	• Career, Technical Education
• HUD E/T	• Title V Older Americans Act
• Unemployment Compensation	• Job Corps
• Second Chance	• TANF

The Contractor shall obtain the SFWIB’s prior written approval to allow any persons or entities, other than the Contractor, of any kind whatsoever, to utilize in any way or manner any center to provide information, or services or products of any kind whatsoever to anyone. **Any provider found to have unapproved occupants in the CareerSource center without the prior written approval of the SFWIB will be in breach of contract and liable for liquidated damages in the amount of five thousand dollars (\$5,000) per occurrence.**

The Contractor shall reference **Article II, Section F-Breach of Contract, and Items 24, 25, and 26** of the executed contract to ensure compliance with its collaboration of mandated partners.

## CSSF Indicators of Performance (Federal)

Measures	Performance Goals
<b>Adults:</b>	
Employed 2nd Qtr After Exit	<b>80%</b>
Median Wage 2nd Quarter After Exit	<b>\$5,034</b>
Employed 4th Qtr After Exit	<b>80%</b>
Credential Attainment Rate	<b>51%</b>
Measurable Skill Gains	<b>25%</b>
<b>Dislocated Workers:</b>	
Employed 2nd Qtr After Exit	<b>80%</b>
Median Wage 2nd Quarter After Exit	<b>\$8,160</b>
Employed 4th Qtr After Exit	<b>80%</b>
Credential Attainment Rate	<b>80%</b>
Measurable Skill Gains	<b>40%</b>
<b>Wagner Peyser:</b>	
Employed 2nd Qtr After Exit	<b>62%</b>
Median Wage 2nd Quarter After Exit	<b>\$5,173</b>
Employed 4th Qtr After Exit	<b>62%</b>



# CSSF Balanced Scorecard Performance Requirement

## Arbor E&T, LLC Carol City center

Performance		
	Process Quality Measures	Standard
1	Training Completion Rate	75%
2	Training Related Placements Rate	75%
3	Credential Attainment	75%
4	Measurable Skills Gain	75%
5	Number of Training Enrollments	42
6	CAP All Family Participation Rate	50%
7	Career Advancement Program (CAP) Entered Employment Rate (EER)	45%
8	Wagner Peyser (WP) Entered Employment Rate (EER)	65%
9	WIOA Adult & Dislocated Worker EER	98%
10	Short-Term Veterans EER	50%
11	Employers Served (Employer Penetration Rate)	3,111
12	Employer Serviced with Level 1 Services	2,022
13	Number of Job Orders	607
14	Jobs Openings Filled Rate	65%
15	Referral Job Skills Match Average	80%
Outcome Measures		
16	Employment (Obtained Employment and Direct Job Placements)	1,440
17	Employed 1st Qtr After Exit	80%
18	Employed 2nd Quarter After Exit	80%
19	Employed 3rd Qtr After Exit	80%
20	Employed 4th Quarter After Exit	80%
21	Average Days to Employment	145
	21a DJP Average Days to Employment	60
	21b Obtained Average Days to Employment	167
22	Employment/Job Placement Average Wage	\$15.64
23	Cost Per Placement	\$2,140.65
24	Net Economic Benefit	\$30,391.00
25	Return on the Investment	\$14.20

QUALITY ASSURANCE	PROCESS KEY INDICATORS	Standard	WORKFORCE ENHANCEMENT REPORT/TOOL
1	Outreach to Jobseekers	80%	Incomplete Registration Report
2	Work Registration - Initial Assessment	80%	Incomplete Registration Report
3	Work Registration - EMD/EM Complete Registrations	80%	Incomplete Registration
4	Quality of Job Seeker Referrals to Jobs	35%	Referral to Placement Ratio
5	Follow-up with Jobseeker Referrals to Jobs	10% or less	Referral to Placement Ratio
6	Manage Exits/Follow-up	55%	Soft Exits Application/Report
7	Manage Job Orders/Follow-up with Employers	90%	Job Order Report
8	Average Duration of Jobseekers Unemployed	12 months	Incomplete Registration Report/UI Tool
9	Manager TANF/CAP Caseload	80%	CAP Review Tool
10	Outreach to Employers-Employer Penetration Report	50% Increase	Employer Penetration Report
11	SNAP Engagement	20%	OSST



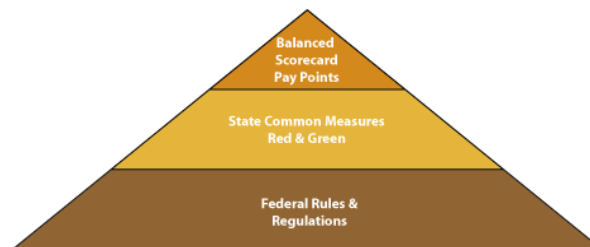
## CSSF Specifications for Workforce Services Balanced Scorecard Report

### I. PURPOSE

The purpose of the 2024-2025 South Florida Workforce Investment Board's (SFWIB) Balanced Scorecard Report is to strengthen and make the SFWIB's workforce service delivery system more effective and efficient by simplifying complex measures systems, integrating multilevel performance indicators and focusing on the basics such as employment outcome and self-sufficiency. The Balanced Scorecard Report includes a comprehensive Job Placement performance measure that is also used as a payment structure to improve employment opportunities for all jobseekers and increase local businesses' competitive advantage in a global economy.

The SFWIB's performance structure is derived from local, state and federally mandated measures. The comprehensive multilevel performance measures system was used to distinguish the organization's goals and define the Balanced Scorecard's measures. This system shall assist Workforce Development Area 23 (Area 23) in exceeding performance and serving all participants. The graph below illustrates the vertical integration of the multilevel performance measures system.

The Balanced Scorecard Report, along with the other operational reports, acts as a measurement system, strategic management system, and communication tool. It provides a compass for resource allocation to the SFWIB's Contractors by sorting and prioritizing dozens of state and federal mandates. It simplifies the complex and perplexing Workforce performance system, which in turn enhances Contractors' abilities to allocate human capital and financial resources in areas that shall collectively benefit Area 23's performance.



This document describes the specifications for the Balanced Scorecard Report 1) selection criteria, 2) reporting elements, and 3) logic used to obtain the different reporting elements. It is organized in three sections: Job Placements, CSSF Balanced Scorecard Performance Requirement, and Quality Assurance (QA) Key Indicators based on the contract requirements.

### II. REPORT METHODOLOGY

Listed below are the SFWIB's methodologies used to define and calculate the performance accountability requirements for Area 23. Data will be obtained from the One-Stop Service Tracking (OSST), Employ Miami-Dade (EMD) and Workforce Management System (WFMS) data warehouse and computed using the following listed methodologies.

Acronyms	Systems	Programs
OSST	One-Stop Service Tracking	Career Advancement Program and Supplemental Nutrition Assistance Program (SNAP)
EMD	Employ Miami-Dade	WIOA Adult (WIOA AD), WIOA Dislocated Worker (WIOA DL), Reemployment and Eligibility Assessment (REA), and Wagner Peyser (WP) Programs
WFMS	Workforce Management System	All Programs

## A. JOB PLACEMENTS

### 1) *Wagner-Peyser (WP) Obtained Employment (OE)*

A Wagner-Peyser (WP) Obtained Employment (OE) refers to those fully (complete and accurate) registered individuals who secure employment within 180 calendar days of receiving one or more services which are wholly or partially funded by the state employment service agency, but the placement does not meet the federal definition for a "WP Placement." Credit for an OE may be claimed for any fully registered participant who has received any WP staff assisted reportable service(s) and has a job start date, where both service and start date fall within 180 days from the date the obtained employment is recorded. A participant must also have a full EMD registration in the database before the start date of the obtained employment. A complete EMD registration must include all of the following components: a complete and current general information section containing a verified residential and mailing address, a valid telephone number, and e-mail address. The jobseeker must also have been assigned an occupation title and occupation code (O\*NET code). Additionally, staff must complete the background wizard section including the education profile, the employment history with previous hourly wages, and O\*NET code. To complete the registration, the jobseeker must have an active/online résumé that is viewable to employers, with a valid telephone number and e-mail address. Staff must verify that the jobseeker has started working prior to taking credit for an OE. Notification of a hire date will not suffice for securing OE credit. All participants, as part of their initial EDM registration, will be encouraged to create an email address for use in job placement. If a participant does not have an email address, instructions for creating an account will be provided at the designated CareerSource center resource room.

A job referral is the act of facilitating the match between qualified jobseekers and employers with job openings; and the recording of such referral in EMD. Prior to referring a jobseeker to a job opening, staff must ensure the jobseeker's qualifications match the minimum requirements listed in the job order by ensuring that the general information section, background wizard section, and the résumé on their personal profile includes all the jobseeker's skills; abilities; prior work experience; education and training; and certifications and licensure. These items should be consistent with the requirements of the job order. Staff must ensure that job referrals are only provided to jobseekers that have completed work registration and who meet the minimum

requirements as stated in the job order. **At no time should a staff member alter the minimum requirements of a job order to increase a jobseekers skills match.** Additionally, staff must obtain the consent of the jobseeker prior to making any job referral. Staff must enter a case note in EMD to document the consent of the jobseeker.

Staff must ensure that individuals who receive

**Data Source:** The data will be obtained from EMD and New Hire Reports. EMD OE Service Codes: 880, 881, 882, and 883.

2) *Wagner-Peyser (WP) Universal Direct Job Placement (DJP)/ Direct Employment*

The SFWIB refers to a WP Placement as a Wagner-Peyser (WP) Direct Job Placement (DJP). A WP Placement as defined by 20 CFR 651.10 is the hiring by a public or private employer of a fully registered individual referred by the employment office for a job or an interview, provided that the same employment office completed all of the following steps in sequential order from i to vi:

- i. Prepared a job order form prior to referral, except in the case of a job development contact on behalf of a specific applicant;
- ii. Made prior arrangements with the employer for the referral of a fully registered individual or individual(s);
- iii. Obtained the fully registered individual or individual(s) consent to be referred to the job order;
- iv. Referred a fully registered individual in EMD database who may or may not have been specifically designated by the employer, except for referrals on agricultural job orders for a specific crew leader or worker. The registration must be completed prior to the referral;
- v. Verified from an acceptable source (i.e. New Hire Report, Wage Credit, Work Number or Payscale), signed employment verification from the employer that the individual had entered on a job (for staffing agencies the jobseekers must have been assigned to a worksite and have earned wages); Staff must verify the jobseeker began working prior to recording the appropriate placement code. Verification information must be documented and must include a case note identifying:
  - Jobseeker's Name
  - Position jobseeker was hired for
  - Name of company
  - Source of Verification - Representative's Name & Title
  - Start Date (Current Employment Began/Start Date)
  - Rate of Pay/Salary per Hour

(Notification of an upcoming start or hire date is not acceptable for recording a placement).

- vi. Appropriately recorded the placement and submitted a signed employment verification to SFWIB/CSSF at the time of invoicing; failure to submit employment verification at the time of invoicing will result in an automatic disallowance of unverified placements. Submitting falsified verifications will be a disallowance and may lead to Contract termination;
- vii. For all placements with a staffing agency or other similar type of employer that provides contracted or temporary labor; staff must also obtain documentation (i.e. pay stub or payroll register) that authenticates the participant was assigned to a worksite and earned wages. The first pay stub after start date is preferred;
- viii. Pursuant to 20 CFR 652.3, staff must ensure the O\*NET code used for a specific job opening matches the job description. If no match can be found, staff must use the title the employer or third party agency provided. Only one O\*NET code may be used per job order. Placement into job openings that do not match the description in the job order or O\*NET code is not permitted.

**The SFWIB requires that the above steps ii through viii be completed in sequential order and by the same center location. Failure to comply with this requirement will result in the placement being disallowed. If a placement is disallowed that placement will be removed from the CSSF Balance Scorecard Performance Requirement (Attachment 3 of Exhibit A, Statement of Work) and all other SFWIB Reports.**

A WP DJP includes a Wagner-Peyser (WP) Job Development Placement. Title 20 Part 651.10 of the Code of Federal Regulations provides that a job development means the process of securing a job interview with a public or private employer for a specific applicant for whom the local office has no suitable opening on file.

If there is no suitable opening on file in the job bank system, staff should make job development attempts (contacts) on behalf of the jobseeker. The job development attempt should be recorded on the jobseeker's activity service plan in EMD (service code 123 – Job Development Contact). Job development attempts should be documented on the jobseeker's case notes screen in accordance to the EFM Service Code Guide.

If staff later learns that the jobseeker was hired on the job to which a job development attempt was made, then the staff person should write a job order and take credit for the placement. Once the job order is written to reflect the hire, it must be matched against the job development referral that was previously entered on the jobseeker's services screen.

**Data Source:** The data will be obtained from EMD. EMD Service Codes: 750, 752, 753, 754, 760, 762, 764, 766, 770, 772, 774, 776, 780, 850, 852, 854, 856, 860, 862, 864, 866, 870, 872, 874, and 879.

**Note:** A DJP for Payment is referred as a Direct Employment

### 3) *Conditions of Job Placements (OE or DJP)*



Conditions of Job Placements (OE or DJP) are defined in the **Payment Provisions (Exhibit D)**.

4) *Types of DJP (Direct Job Placement)*

i. *Universal*

A Universal DJP refers to a WP jobseeker, fully registered in EMD, that secures a job placement by meeting the federal definition for a "Direct Job Placement," it is not a WIOA enrolled participant and does not meet the criteria for any of the other seven types of DJP. The WP DJP must be recorded in EMD during the reporting period. The WP referral create date must be on or prior to the employment start date.

Note: If the DJP is a WP Job Development, then the job development contact (activity code 123) must be on or prior to the hire date. A center may not exceed more than thirty-two percent (32%) of their monthly DJP number in this category. All placements entered in a given quarter that exceed the maximum number in one of the above mentioned categories will be counted for performance measures only and NOT for payment.

**Data Source:** The data will be obtained from EMD WP.

ii. *WIOA Individualized Adult/Dislocated Worker (DW)*

A WIOA Individualized Adult or DW DJP refers to an eligible fully registered WIOA Adult or DW Participant in EMD that secures a DJP with the WP referral creation date established after the WIOA eligibility/enrollment date. Additionally, the hire date and referral create date and/or the WIOA eligibility/enrollment dates do not occur on the same date. The WP DJP result date must be recorded in EMD WIOA during the WIOA participation period before the program's exit. The referral and placement must be to a full-time job greater than 150 days in duration.

Note: If the DJP is a WP Job Development, then the WIOA eligibility/enrollment date must be prior to the job development contact (activity code 123).

**Data Source:** The data will be obtained from EMD WP and WIOA.

iii. *WIOA Individualized Jobseekers with Disabilities*

A WIOA Individualized Jobseeker with a Disability refers to an eligible fully registered WIOA Adult or DW Participant that is identified in EMD to have a disability and secures a DJP with the WP referral creation date established after the WIOA eligibility/enrollment date. Additionally, the hire date and referral create date and/or the WIOA eligibility/enrollment dates do not occur on the same date. The WP DJP result date must be recorded in EMD WIOA during the WIOA participation period before the program's exit. The referral and placement must be to a full-time job greater than 150 days in duration.

Note: If the DJP is a WP Job Development, then the WIOA eligibility/enrollment date must be prior to the job development contact (activity code 123).

**Data Source:** The data will be obtained from EMD WP and WIOA.

iv. ***WIOA Individualized Veterans or Ex-Offenders***

A WIOA Individualized Veteran or Ex-Offender refers to an eligible fully registered WIOA Adult or DW Participant that is identified in EMD as a Veteran or an Ex-Offender and secures a DJP with the WP referral creation date established after the WIOA eligibility/enrollment date. Additionally, the hire date and referral create date and/or the WIOA eligibility/enrollment dates do not occur on the same date. The WP DJP result date must be recorded in EMD WIOA during the WIOA participation period before the program's exit. The referral and placement must be to a full-time job greater than 150 days in duration.

Note: If the DJP is a WP Job Development, then the WIOA eligibility/enrollment date must be prior to the job development contact (activity code 123).

**Data Source:** The data will be obtained from EMD WP and WIOA.

v. ***WIOA Individualized Reemployment Assistance (RA) Claimant or Homeless Person (HP)***

A WIOA Individualized Reemployment Assistance (RA) Claimant refers to an eligible fully registered WIOA Adult or DW Participant that is identified in EF or the State RA system as a recipient of Reemployment Assistance and secures a DJP with the WP referral creation date established after the WIOA eligibility/enrollment date. Additionally, the hire date and referral create date and/or the WIOA eligibility/enrollment dates do not occur on the same date. A Homeless Person refers to an eligible WIOA Adult that is identified in EMD as meeting the United States Department of Housing and Urban Development's definition of a Chronically Homeless Person at the time of registration and secures a DJP with the WP referral creation date established after the WIOA eligibility/enrollment date. Additionally, the hire date and referral create date and/or the WIOA eligibility/enrollment dates do not occur on the same date. The WP DJP result date must be recorded in EMD WIOA and occur within six (6) months of the WIOA application date. The referral and placement must be to a full-time job greater than 150 days in duration.

Note: If the DJP is a WP Job Development, then the WIOA eligibility/enrollment date must be prior to the job development contact (activity code 123).

**Data Source:** The data will be obtained from EMD WP and WIOA.

vi. ***WIOA Individualized TANF/Career Advancement Program (CAP) or Supplemental Nutrition Assistance Program (SNAP)***

A WIOA Individualized TANF/Career Advancement Program (CAP) or Supplemental Nutrition Assistance Program (SNAP) DJP refers to an eligible fully registered WIOA Adult or DW Participant that is identified in OSST as a CAP or SNAP participant and secures a DJP with the WP referral creation date established after the WIOA eligibility/enrollment date. Additionally, the hire date and referral create date and/or the WIOA eligibility/enrollment

dates do not occur on the same date. The WP DJP result date must be recorded in EMD WIOA during the WIOA participation period before the program's exit. The referral and placement must be to a full-time job greater than 150 days in duration.

Note: If the DJP is a WP Job Development, then the WIOA eligibility/enrollment date must be prior to the job development contact (activity code 123).

**Data Source:** The data will be obtained from EMD WP, EMD WIOA, OSST CAP, and OSST SNAP.

**Criteria for a WIOA Individualized TANF/CAP DJP:** Employment information shall also be recorded in OSST and the hire date must be after a full month of CAP mandatory participation period before the CAP program's closure and during the reporting period. If the placement occurs during the first month in CAP, at least one hour of participation must be recorded in OSST.

**Criteria for a WIOA Individualized SNAP DJP:** SNAP participants with an employment hire date on or after being actively engaged in a qualifying SNAP component with at least one JPR hour recorded in OSST during the reporting period. Employment information shall also be recorded in OSST.

vii. ***Training Related Milestones/Placements***

A Training Related Milestones/Placements is defined as the successful completion of an approved training program with a contracted training vendor. Milestones consist of a participant achieving any of the following:

- Program Completion
- Credential Attainment (earning one of the following):
  - Diploma
  - Post-Secondary Educational Certificate
  - College Degree
- Training Related Milestone/Placement payments will be paid as follows:
  - Program completion-Twenty percent (20%) of total placement category payment amount (cost per placement) at the time of completion.
  - Credential Attainment-Thirty percent (30%) of remaining balance of placement category.
  - Job Placement in a full-time job (a minimum of thirty (30) hours per week and greater than 150 days in length and related to the course of study as defined by O\*NET Code) - Remaining unpaid balance for placement category less than 90 days or greater than 90 days as applicable.
  - Job Placement in a full-time job (a minimum of thirty (30) hours per week and greater than 150 days in length and **NOT** related to the course of study) - The Universal Placement Rate after the first quarter.

B. CSSF BALANCED SCORECARD PERFORMANCE REQUIREMENT

1) *Training Completion Rate*

Training Completion Rate reflects the number of WIOA, Trade Adjustment Assistance (TAA), and CAP participants who completed training in WFMS divided by the number of participants who enrolled in training in WFMS and received a training voucher that was paid with a completion or any of the closure reasons.

A training account with a paid training voucher and one of the following completion reasons "Never Attended (NE), Training Program Transfer (TT), or Cancelled Enrollment (CE)" shall be in the denominator as follows:

- NE – If a training account ends with completion reason of NE and the participant received a training voucher that was paid for by the same training account, then the training account shall be calculated in the denominator.
- TT – If a training account ends with completion reason of TT and the participant is not enrolled in training on or after the actual end date of the transfer, then the training account shall be calculated in the denominator.
- CE – if a training account ends with completion reason of CE and the participant has any paid or outstanding training related voucher(s), then the training account shall be included in the denominator.

The total # of participants who completed training in WFMS with a paid training voucher.

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Divided by total # of participants who show a completion or any of the closure reasons with a paid training voucher.

**Data Source:** The data on the completion of the training is collected and analyzed using WFMS.

2) *Training Related Placements Rate*

Training Related Placement Rate reflects number of participants who completed training, obtained employment and have been placed in a training related occupation within 180 days of training completion divided by the number of participants who completed training and were placed within 180 days of training completion during the reported period.

The total # of participants who completed training, obtained employment and have been placed in training related occupation within 180 days of training completion during the reported period.

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Divided by the total # of participants who completed training and obtained employment within 180 days of training completion during the reported period.

**Data Source:** Training completion and training occupational codes are collected and analyzed using WFMS. The placement information and occupational codes (O\*Net) codes are obtained from EMD and WFMS systems. The O\*Net codes are used to map the training occupations with the placement occupations.

3) *Credential Attainment*

The Credential Attainment reflects the percentage of participants enrolled in an education or training program (excluding those in OJT and customized training) who either: (1) is enrolled in training during the reporting period to obtain a recognized postsecondary credential during the program OR (2) is enrolled in a secondary education program to obtain a secondary school diploma or its recognized equivalent during the program or in an education or training program leading to a recognized postsecondary credential.

The total # of participants who are enrolled in training during the reporting period to obtain a recognized postsecondary credential.

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Divided by the total # of participants who participated in postsecondary education.

**Data Source:** The data will be obtained from EMD and WFMS.

4) *Measurable Skill Gains (MSG)*

The Measurable Skill Gains reflect a real-time, non-exit-based indicator designed to measure in progress skill gains made by participants enrolled in education and training programs. The MSG indicator is calculated by determining the percentage of participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment during a program year.

The total # of participants who have a documented MSG outcome within the appropriate training service.

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Divided by the total # of participants who, during any point in the program year, are enrolled in an education or training program that leads to a recognized postsecondary credential or employment are included in the denominator.

**Data Source:** The data will be obtained from EMD.

5) *Training Enrollments Rate*

Training Enrollments Rate reflects the number of WIOA eligible participants enrolled and attended in qualified WIOA ITAs, On-the Job Training (OJT), and Paid Work Experience (PWE) in EMD and WFMS for the reporting period.

**Data Source:** The data will be obtained from EMD and WFMS.

6) *CAP All Family Participation Rate*

CAP All Family Participation Rate reflects the total number of families (mandatory participants) receiving TANF including a work eligible adult or minor head-of-household who is engaged in work activity for the month divided by the total number of mandatory participants receiving Temporary Cash Assistance (TCA).

The total # of CAP mandatory participants engaged in a Federal allowable countable activity.

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Divided by the total # of CAP mandatory participants receiving TCA.

**Data Source:** The data shall be obtained from the OSST.

7) *Career Advancement Program (CAP) Entered Employment Rate (EER)*

Career Advancement Program (CAP) Entered Employment Rate (EER) reflects the number of all CAP mandatory cases that close with employment divided by the total number of closures within the reporting period.

The total # of all mandatory cases that close with employment.

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Divided by the total # of mandatory cases that close within the reporting period.

**Data Source:** The data shall be obtained from the OSST system.

8) *Wagner Peyser (WP) Entered Employment Rate (EER)*

Wagner Peyser (WP) Entered Employment Rate (EER) reflects the number of all Wagner-Peyser participants unemployed at enrollment that were placed at exit divided by all the WP participants unemployed at enrollment that have exited. Exits are defined as participants who have not had a service within three (3) months from the last reportable service.

The total # of all WP participants placed at exit.

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Divided by the total # of all WP participants who exit.

**Data Source:** The data shall be obtained from the EMD WP.

9) *WIOA Adult and Dislocated Worker Entered Employment Rate (EER)*

WIOA Adult and Dislocated Worker Entered Employment Rate (EER) reflects the percent of those WIOA Adult and Dislocated Worker participants unemployed at registration and placed at exit divided by all the Adult and Dislocated Worker participants unemployed at registration who exit.

The total # of all Adult participants placed at exit.

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Divided by the total # of Adult and Dislocated Worker participants who exit.

**Data Source:** The data shall be obtained from the EMD WIOA.

10) *Short-term Veterans Entered Employment Rate (EER)*

Short-term Veterans Entered Employment Rate (EER) reflects the number of exiting Veterans who were placed in EMD in the 90 days following their exit date divided by the number of Veteran participants who were unemployed at their date of participation and were exited after 90 days.

The total # of exiting Veterans who were placed within 90 days of the exit date.

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Divided by the total # of Veteran participants who were unemployed at their date of participation and were exited after 90 days.

**Data Source:** The data shall be obtained from the EMD.

11) *Employers Served (Employer Penetration Rate)*

Employers Served (Employer Penetration Rate) reflects the total number of new employers that have received (for the first time during the program year for the Region) at least one of the following levels of service and recorded in EMD:

- Level 1 (Highest Service Level): Includes services such as pre-screening; job orders; veteran services; customized training; job referrals/placements, job fairs; on-site workshops for recruitment/retention.
- Level 2 (Mid-Level Services): Includes services such as referrals of qualified applicants; work readiness certifications; employer notifications of potential applicants.
- Level 3 (Lowest Level of Service): Includes services such as employer contacts; promotional calls; providing information packages; business incentive information.

**Data Source:** The data will be obtained from EMD WP.

12) *Employers Served with Level I Services*

Employers Served with Level I Services reflects the total number of the new employers that have received a Level I Service that is recorded in EMD for the first time during the Program Year (PY) for the Region.

**Data Source:** The data will be obtained from EMD WP.

13) *Number of Job Orders*

Number of Job Orders reflects the number of job orders entered by staff throughout the entirety of the Program Year.

**Data Source:** The data will be obtained from EMD WP.

14) *Jobs Openings Filled Rate*

Jobs Openings Filled Rate reflects the number of (staff and employer initiated job openings filled) from the job orders in the Job Order Index measure divided by the total number of (staff and employer initiated job openings) in the job orders. The job orders to be excluded in the measure are those on hold or still open.

The total # of job openings filled in the job orders.

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Divided by the total # of job openings in the job orders.

**Data Source:** The data will be obtained from the EMD system.

15) *Referral Job Skills Match Average*

Referral Job Skills Match Average reflects the average number of the jobseekers' skills that match the skills requested in the job order. This applies to all staff issued referrals during the reporting period.

**Data Source:** The data will be obtained from the EMD system.

16) *Employment (Obtained Employment and Direct Job Placements)*

Employment (Obtained Employment and Direct Job Placements) reflects the total number of Direct Job Placements (DJPs) and Obtained Employment (OEs) in EMD during the reporting period.

**Data Source:** The data will be obtained from EMD.

17) *Employed 1<sup>st</sup> Quarter After Exit*

Employed 1<sup>st</sup> Quarter After Exit reflects the number of WIOA participants who exit and are employed in the first quarter after exiting. It is divided by the number of WIOA participants who exit during the reported period.

The total number of WIOA participants who obtained employment at the 1<sup>st</sup> Quarter mark, post exit.

Divided by the total # of WIOA participants who exit during the reporting period.

**Data Source:** Common Measures Tool, EMD, Work Number, Wage Credit.

18) *Employed 2<sup>nd</sup> Quarter After Exit*

Employed 2<sup>nd</sup> Quarter After Exit reflects the number of WIOA participants who exit and are employed in the second quarter after exiting. It is divided by the number of WIOA participants who exit during the reported period.

The total number of WIOA participants who obtained employment at the 2<sup>nd</sup> Quarter mark, post exit.

Divided by the total # of WIOA participants who exit during the reporting period.

**Data Source:** Common Measures Tool, EMD, Work Number, Wage Credit.

19) *Employed 3<sup>rd</sup> Quarter After Exit*

Employed 3<sup>rd</sup> Quarter After Exit reflects the number of WIOA participants who exit and are employed in the third quarter after exiting. It is divided by the number of WIOA participants who exit during the reported period.

The total number of WIOA participants who obtained employment at the 3<sup>rd</sup> Quarter mark, post exit.

Divided by the total # of WIOA participants who exit during the reporting period.

**Data Source:** Common Measures Tool, EMD, Work Number, Wage Credit.

20) *Employed 4<sup>th</sup> Quarter After Exit*

Employed 4<sup>th</sup> Quarter After Exit reflects the number of WIOA participants who exit and are employed in the fourth quarter after exiting. It is divided by the number of WIOA participants who exit during the reported period.

The total number of WIOA participants who obtained employment at the 4<sup>th</sup> Quarter mark, post exit.

Divided by the total # of WIOA participants who exit during the reporting period.

**Data Source:** Common Measures Tool, EMD, Work Number, Wage Credit.



21) *Average Days to Employment*

Average Days to Employment is defined as the total number days its takes a jobseeker to attain employment after registering in EMD. The measure will consider both Direct Job Placements and Obtain Employment, after the WP EMD registration/participation date. All hire dates shall be within the reporting period.

**Data Source:** The data shall be obtained from the EMD systems.

22) *Employment /Job Placement Average Wage*

Employment/Job Placement Average Wage reflects the sum of the hourly wages of all the WP Job Placements (DJP's only) divided by the number of WP Job Placements in EMD during the reporting period.

The sum of the hourly wages (DJP's only).

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Divided by # of WP job placements.

**Data Source:** The data will be obtained from EMD WP DJPs.

23) *Cost Per Placement*

Cost Per Placement reflects the total contract award earned plus the WFMS allocations (obligated and paid) and share of facilities cost divided by the total number of Job Placements.

The total contract award earned plus the WFMS allocations (obligated and paid) and share of facilities cost.

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Divided by the total # of Job Placements.

**Data Source:** The job placement information is obtained from EMD.

24) *Net Economic Benefit*

Net Economic Benefit reflects the Annual Placement Average Wage subtracted by the Cost per Placement.

(Placement Avg. Wage x 2080 hours) - (Cost per Placement) = (The Net Economic Benefit per Placement).

**Data Source:** The job placement information is obtained from EMD.

25) *Return on the Investment*

Return on the Investment reflects the Net Economic Benefit per Placement divided by the Cost per Placement.

The Net Economic Benefit per Placement.

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Divided by the Cost per Placement.

**Data Source:** The placement information is obtained from EMD.

C. QUALITY ASSURANCE (QA) KEY INDICATORS

1) *Outreach to Jobseekers*

Outreach to Jobseekers reflects the number of jobseekers enrolled in EMD with at least one (reportable) staff assisted service recorded in EMD.

**Data Source:** The data will be obtained from the WP Incomplete Registration Report.

2) *Work Registration – Initial Assessment*

Work Registration-Initial Assessment reflects the number of jobseekers enrolled in EMD with an ATLAS application and complete full registration divided by the number of jobseekers enrolled in EMD with at least one staff assisted service recorded.

**Data Source:** The data will be obtained from the WP Incomplete Registration Report.

3) *Work Registration – EMD Complete Registrations*

Work Registration-EMD Complete Registrations reflects the number of fully registered jobseekers enrolled in EMD with at least one recorded staff assisted service divided by the total number of jobseekers (full and partial registration) enrolled in EMD with at least one staff assisted service recorded.

Note: A complete EMD registration must include all of the following components; a complete and current General Information section containing a verified residential and mailing address, a valid telephone number, and e-mail address, completed Background Wizard, and an active and online Resume. The Common Intake must also be completed with appropriate WP service code recorded with adequate documentation per Employ Florida Service Code Guide.

**Data Source:** The data will be obtained from the WP Incomplete Registration Report.

4) *Quality of Jobseeker Referrals to Jobs*

Quality of Jobseeker Referrals to Jobs reflects the number of jobseekers referred to job orders EMD by staff divided by the number of staff referrals made to job orders in EMD.

**Data Source:** The data will be obtained from the WP Referral to Placement Ratio Report.

5) *Follow-up with Jobseeker Referrals to Jobs*

Follow-up with Jobseeker Referrals to Jobs reflects the number of staff issued jobseeker referrals that are "not specified" or "outstanding" in EMD WP job orders divided by the number of staff referrals that result in either ("hired" or "not hired") in EMD WP job orders.

**Data Source:** The data will be obtained from the WP Job Order Report.

6) *Manage Exits/Follow-up*

Manage Exits/Follow-up reflects the number of jobseekers exiting EMD WP with employment divided by the number of jobseekers exiting EMD WP.

**Data Source:** The data will be obtained from the WP Soft Exit Application/Report.

**7) *Manage Job Orders/Follow-up with Employers***

Manage Job Orders/Follow-up with Employers reflects the number of EMD WP job orders that are “Expired, Fully Referred, or on Hold” and the total number of EMD WP job orders that are “Open”.

**Data Source:** The data will be obtained from the WP Job Order Report.

**8) *Average Duration of Jobseekers Unemployed***

Average Duration of Jobseekers Unemployed reflects the average length of time all the WP Jobseekers were unemployed since the WP enrollment date with no job placement on its current EMD Application ID history.

**Data Source:** The data will be obtained from the WP Incomplete Registration Report and Unemployment Tool.

**9) *Manager TANF/CAP Caseload***

Manager TANF/CAP Caseload reflects the number of items met on the CAP Review Tool divided by all the items on the CAP Review Tool.

**Data Source:** The data will be obtained from the CAP Review Tool.

**10) *Outreach to Employers Report – Employer Penetration Report***

Outreach to Employers Report-Employer Penetration Report reflects the percent increase of new employers served for the first time during the program year divided by last program year’s total number of new employers served.

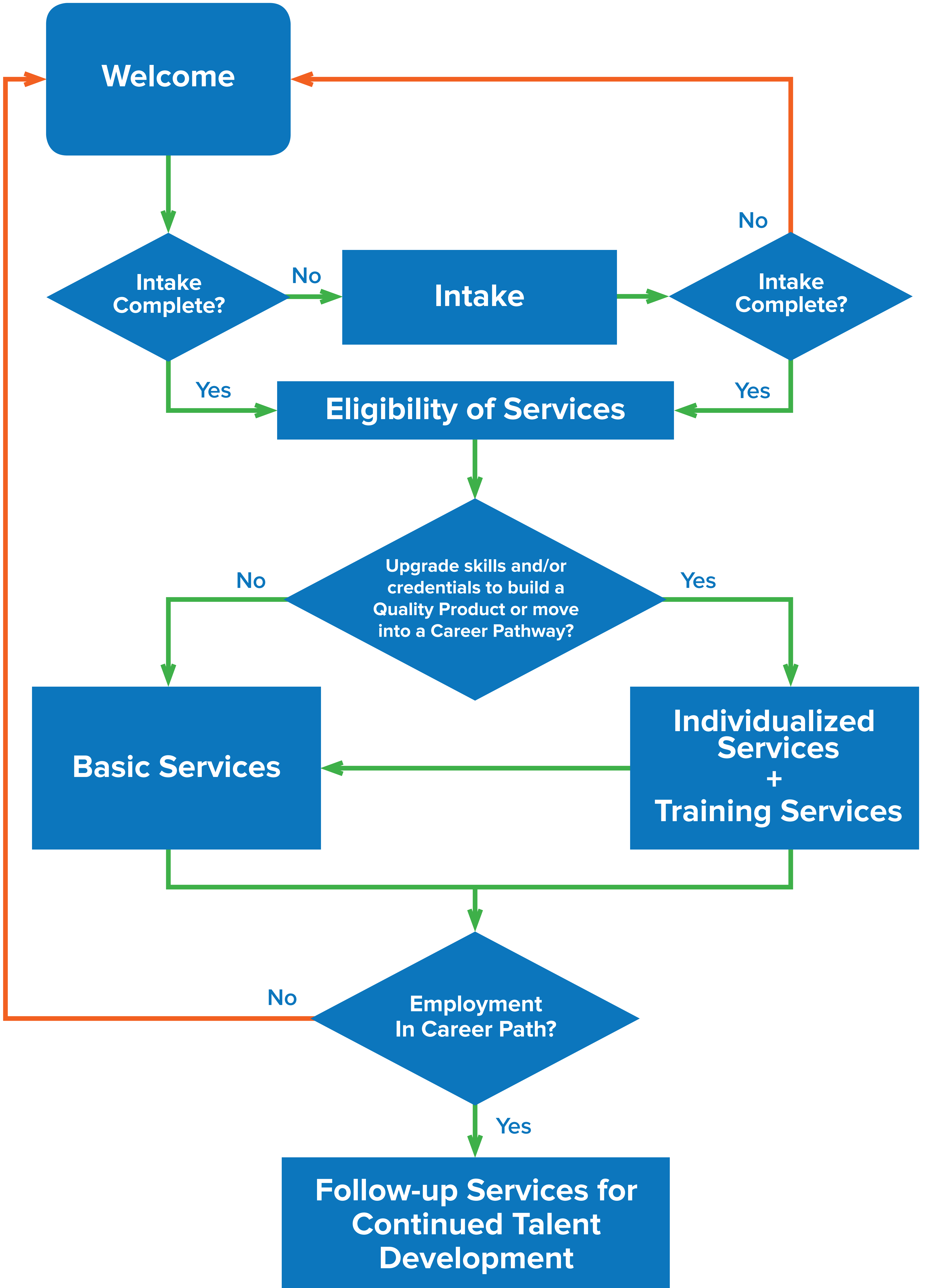
**Data Source:** The data will be obtained from the Employer Penetration Report.

**11) *Supplemental Nutrition Assistance Program (SNAP) Engagement***

Supplemental Nutrition Assistant Program (SNAP) Engagement reflects the number of SNAP participants referred by Department of Children and Families (DCF) that are assigned to countable activities and have a minimum of one JPR hour logged in OSST.

**Data Source:** The data will be obtained from OSST.

# TALENT DEVELOPMENT FLOW CHART



## 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**

<b>Contractor Name:</b> _____	<b>Prepared By:</b> _____
<b>Program Name:</b> _____	<b>Index Code:</b> _____

**CUMMULATIVE PROGRAM EXPENDITURES**

Year to Date Expenditures Approved by the SFWIB (from Payment Requests)	\$ -
Purchases made by the SFWIB on behalf of the Contractor	\$ -
Less: Year to Date Late Invoicing Amount	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>

**CUMMULATIVE PAYMENTS**

Year to Date Cash Payments Received from the SFWIB for	\$ -
Purchases made by the SFWIB on behalf of the Contractor	\$ -
<b>Total Payments</b>	<b>\$ -</b>

<b>BALANCE DUE TO CONTRACTOR</b> (if not applicable enter zero)	\$ -
<b>or</b>	
<b>BALANCE DUE FROM CONTRACTOR</b> (if not applicable enter zero)	\$ -

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

**CLOSEOUT RECONCILIATION CAREER CENTER PROVIDER**

	1	2	3	4	5	6	7
	Budget Original	Budget Adjustment	Budget Revised*	Actual Expenditures	Difference (3-4)	General Ledger	Difference (6-4)
<b>WIA</b>							
<b>Programmatic</b>							
Salary	\$ -	-	-	\$ -	-	\$ -	-
Fringe Benefits	\$ -	-	-	\$ -	-	\$ -	-
Participant Cost	\$ -	-	-	\$ -	-	\$ -	-
Other Specified Costs	\$ -	-	-	\$ -	-	\$ -	-
Indirect Cost	\$ -	-	-	\$ -	-	\$ -	-
Profit	\$ -	-	-	\$ -	-	\$ -	-
Total	\$ -	-	\$ -	\$ -	-	\$ -	-
<b>Administrative</b>							
Salary	\$ -	-	-	\$ -	-	\$ -	-
Fringe Benefits	\$ -	-	-	\$ -	-	\$ -	-
Participant Cost	\$ -	-	-	\$ -	-	\$ -	-
Other Specified Costs	\$ -	-	-	\$ -	-	\$ -	-
Indirect Cost	\$ -	-	-	\$ -	-	\$ -	-
Profit	\$ -	-	-	\$ -	-	\$ -	-
Total	\$ -	-	\$ -	\$ -	-	\$ -	-





<u>WIDR</u>										
<u>Programmatic</u>										
Salary	\$	-	\$	-	-	\$	-	-	\$	-
Fringe Benefits	\$	-	\$	-	-	\$	-	-	\$	-
Participant Cost	\$	-	\$	-	-	\$	-	-	\$	-
Other Specified Costs	\$	-	\$	-	-	\$	-	-	\$	-
Indirect Cost	\$	-	\$	-	-	\$	-	-	\$	-
Profit	\$	-	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-	\$	-
<u>Administrative</u>										
Salary	\$	-	\$	-	-	\$	-	-	\$	-
Fringe Benefits	\$	-	\$	-	-	\$	-	-	\$	-
Participant Cost	\$	-	\$	-	-	\$	-	-	\$	-
Other Specified Costs	\$	-	\$	-	-	\$	-	-	\$	-
Indirect Cost	\$	-	\$	-	-	\$	-	-	\$	-
Profit	\$	-	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-	\$	-
<u>Grand Total</u>	\$	-	\$	-	\$	-	\$	-	\$	-

WTS

Programmatic

Salary	\$	-	\$	-	\$	-	\$	-
Fringe Benefits	\$	-	\$	-	\$	-	\$	-
Participant Cost	\$	-	\$	-	\$	-	\$	-
Other Specified Costs	\$	-	\$	-	\$	-	\$	-
Indirect Cost	\$	-	\$	-	\$	-	\$	-
Profit	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-

Administrative

Salary	\$	-	\$	-	\$	-	\$	-
Fringe Benefits	\$	-	\$	-	\$	-	\$	-
Participant Cost	\$	-	\$	-	\$	-	\$	-
Other Specified Costs	\$	-	\$	-	\$	-	\$	-
Indirect Cost	\$	-	\$	-	\$	-	\$	-
Profit	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-
<u>Grand Total</u>	\$	-	\$	-	\$	-	\$	-



FSH (Oct to June)

Programmatic

Salary	\$	-	\$	-	\$	-	\$	-
Fringe Benefits	\$	-	\$	-	\$	-	\$	-
Participant Cost	\$	-	\$	-	\$	-	\$	-
Other Specified Costs	\$	-	\$	-	\$	-	\$	-
Indirect Cost	\$	-	\$	-	\$	-	\$	-
Profit	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-

Administrative

Salary	\$	-	\$	-	\$	-	\$	-
Fringe Benefits	\$	-	\$	-	\$	-	\$	-
Participant Cost	\$	-	\$	-	\$	-	\$	-
Other Specified Costs	\$	-	\$	-	\$	-	\$	-
Indirect Cost	\$	-	\$	-	\$	-	\$	-
Profit	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-
<u>Grand Total</u>	\$	-	\$	-	\$	-	\$	-

UCRE

Programmatic

Salary	\$	-	\$	-	\$	-	\$	-	\$	-
Fringe Benefits	\$	-	\$	-	\$	-	\$	-	\$	-
Participant Cost	\$	-	\$	-	\$	-	\$	-	\$	-
Other Specified Costs	\$	-	\$	-	\$	-	\$	-	\$	-
Indirect Cost	\$	-	\$	-	\$	-	\$	-	\$	-
Profit	\$	-	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-	\$	-

Administrative

Salary	\$	-	\$	-	\$	-	\$	-	\$	-
Fringe Benefits	\$	-	\$	-	\$	-	\$	-	\$	-
Participant Cost	\$	-	\$	-	\$	-	\$	-	\$	-
Other Specified Costs	\$	-	\$	-	\$	-	\$	-	\$	-
Indirect Cost	\$	-	\$	-	\$	-	\$	-	\$	-
Profit	\$	-	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-	\$	-
Grand Total	\$	-	\$	-	\$	-	\$	-	\$	-

Grand Total - ALL

INDIRECT COSTS	TOTAL FUNDINGS	W/A	WID	WIDRR	WTS	FSH(JUL-SEP)	FSH(OCT-JUN)	UCRE
Base								\$ -
x Approved Indirect Cost Rate								\$ -
= Total Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
or the lesser of 10% Adm. Cost	\$ -							\$ -

**REPORTING REQUIREMENTS  
WORKFORCE SERVICES  
(JULY 1, 2024 THROUGH JUNE 30, 2025)**

Report Description	Due Date	Submit to:
Self-Assessment Questionnaire	Not later than 30 calendar days after contract execution.	Office of Continuous Improvement (OCI)
Indirect Cost Rate	The lesser of thirty (30) days of Contract execution or along with the program budget	Finance
Cost Allocation Plan	The lesser of thirty (30) days of Contract execution or along with the program budget	Finance
Background Screening Affirmation/Acknowledgement Form	No later than ten (10) business days prior to employment, volunteerism, or performance of any work for any SFWIB-funded program.	Quality Assurance
Procurement Requests	Not later than 60 days prior to Contract termination	Contract Manager
Inventory Report	As set forth in written instructions from the SFWIB	Administration
Annual ETA Salary Cap Analysis Certification Form	March 1, 2024	Finance
Limited English Proficiency (LEP) Survey	April 18, 2024	Adult Programs Supervisor: One (1) Original
REQUIRED REPORTS		
Staffing Roster/New Hire/Termination Report <b>(Attachment 1)</b>	10 <sup>th</sup> of each month	OCI Quality Assurance Manager/Staff, One-Stop Operator
Disability Coordinator's Monthly Report <b>(Attachment 2)</b>	5 <sup>th</sup> of each month	ADA Coordinator, One-Stop Operator
Employment Service Complaint –System Log <b>(Attachment 3)</b>	5 <sup>h</sup> of October, January, April, and July	FL Commerce Program Manager, One-Stop Operator
Log Of Apparent Violations - MSFW <b>(Attachment 4)</b>	5 <sup>th</sup> of each month	FL Commerce Program Manager, One-Stop Operator
Monthly Training Report <b>(Attachment 5)</b>	10 <sup>th</sup> of each month	SFWIB Training Specialist, One-Stop Operator







<b>Services to Job Seekers with Disabilities Monthly Report</b>	
	<b>Reporting Month &amp; Year</b>
<b>Name of Person Completing Form and Title</b>	Click or tap here to enter text.
<p>1. Were accommodations provided to job seeker(s) during the reporting month?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If yes, provide a description of the accommodation provided and the outcome of the service(s) provided.  <b><u>N/A.</u></b></p>	
<p>2. Were job seekers with disabilities connected to work-based learning opportunities such as Work Experience, On-the-Job Training (OJT), Pre-Apprenticeship, or Registered Apprenticeships during the reporting month?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If yes, please provide the details here.  <b>N/A</b></p>	
<p>3. Describe the AJC's outreach efforts in engaging local businesses for the purpose of hiring people with disabilities and/or host work-based learning opportunities.  <b>N/A</b></p>	
<p>4. List collaborations initiated by the AJC to provide job seekers with disabilities an opportunity to gain skills, access services that address or eliminate barriers, and/or resources.  <b>N/A</b></p>	



<p>5. List all Americans with Disabilities Act (ADA) related trainings, webinars, or seminars attended during the reporting month. Please include the name of each staff who participated and the number of training credit hours earned.</p>
<p>6. Indicate the date(s) in which the AJC verified the assistive technology devices and software were tested and confirmed to be functioning properly. Click or tap to enter a date.</p> <p>Were there any accessibility issues? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide a description below.</p>
<p>7. Please share a success story. Click or tap here to enter text.</p> <p><b>N/A</b></p>










**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.

<p><u>Arbor E&amp;T, LLC dba Equus Workforce Solutions</u> <small>Bidder's/Proposer's Legal Company Name</small></p> <p>of <a href="#">Section 287.138, F.S.</a></p> <p>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.</p> <p>Print Name of Bidder's/Proposer's Authorized Representative: <u>Jack Sawyer</u></p> <p>Title of Bidder's/Proposer's Authorized Representative: <u>Interim CEO</u></p> <p>Signature of Bidder's/Proposer's Authorized Representative: </p> <p>Date: <u>7/24/2024</u></p>	<p>does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)</p>
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## Miami-Dade County, FL

**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 as 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**

submission 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



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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)

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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

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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 PURCHASESES:**

*“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.

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**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

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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 (IH) 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:

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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



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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

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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.qob2g.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.miamidadegov/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.qob2g.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



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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

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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, lessee, 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.

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**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

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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.

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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



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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

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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**  
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- (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**.



**ANNUAL CERTIFICATION**

Jack Sawyer, on behalf of Arbor E&T, LLC dba Equus Workforce Solutions, certifies and assures that all certifications and assurances on file with the Contract are current. This certification is incorporated and made a part of the Contract # 12434.

By:  7/24/2024  
Signature of Affiant Date

Jack Sawyer, Interim CEO  
Printed Name of Affiant and Title

Arbor E&T, LLC dba Equus Workforce Solutions  
Printed Name of Firm

9510 Ormsby Station Road, Ste. 104, Louisville, KY 40223  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this 24th day of July, 2024

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

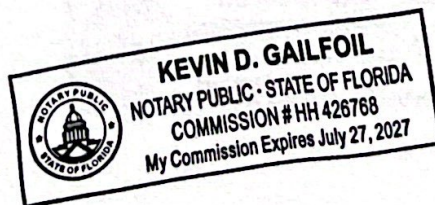
*Kevin Gailfoil*  
Signature of Notary

HH 426768  
Serial Number

Kevin Gailfoil  
Print or Stamp Name of Notary

27 July 2027  
Expiration Date

Notary Public – State of FL



**BUDGET REVIEW**

CONTRACTOR: ARBOR E&T, LLC

TITLE: Carol City Center INDEX: 12434  
(7/1/24 - 6/30/25)

**CONTRACTS UNIT REVIEW**

Contracts Manager Assigned: Fernando Odio Date Submitted: 7/16/24

**PY'24-25 NEW Budget**

Hialeah Downtown	WIOA Adult	WIOA Dislocated Worker	WIOA Rapid Response	TANF	SNAP	FEA	Total
	\$172,852	\$177,027	\$33,195	\$645,250	\$41,882	\$11	\$1,070,217

Comment(s): Reference Letter of Intent dated 6/26/24.

This Budget was reviewed for reasonable projection of expenditures by:

Contracts Officer's/Administrator's Signature: Fernando Odio Date Signed: 8/7/24

- 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: Reyes 8/8/24 WPMs
2. Reviewed for Support Services: Support Services (no cost) approved 8/8/24 NO adjustments
3. Reviewed by Assistant Controller: [Signature] 8/9/24
4. Indirect Cost Rate/Cost Allocation Plan Budgeted costs verified by: [Signature]

Approved by Finance Assistant Director's Signature: [Signature] Date Signed: 8/10/24

Routing after Final Assistant Director's approval: to accountant to scan and original to Contracts.

Comment(s): \_\_\_\_\_ Revised 06/11/20

**BUDGET: PROJECTED PROGRAM COST**

*Arbor E & T, LLC*  
*Carol City One-Stop Career Center*  
 7/1/24-6/30/25

EXHIBIT H

		Columns from Program narrative			FUNDING SOURCES															
		G	D	I	WIOA ADULT		WIOA DW		WIOA RR		TANF		SNAP		RESEA		TOTALS			
					16.15%		16.54%		3.10%		60.29%		3.91%		0.00%		100%			
G/L 5001	Position	Name	Annual Salary	% of Annual	Effective Salary	FTE	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount		
	Salaries:																			
0.20	Workforce Center Director	Brito, Hilma	121,847.00	20.00%	24,463.13	0.20	16.15%	3,951.07	16.54%	4,046.50	3.10%	758.77	60.29%	14,749.19	3.91%	957.34	0.00%	0.26	100%	24,463.13
0.20	Project Accountant/Support Payment Processor	Soto Gandara, Francisco	91,960.00	20.00%	18,462.74	0.20	16.15%	2,981.94	16.54%	3,053.96	3.10%	572.66	60.29%	11,131.46	3.91%	722.52	0.00%	0.20	100%	18,462.74
0.25	Quality Assurance	Armstrong, Vanilla	78,650.00	25.00%	19,738.13	0.25	16.15%	3,187.93	16.54%	3,264.93	3.10%	612.22	60.29%	11,900.42	3.91%	772.43	0.00%	0.20	100%	19,738.13
0.25	Program Assistant II	Galvez-Rico, Zavri	60,500.00	25.00%	15,183.17	0.25	16.15%	2,452.25	16.54%	2,511.48	3.10%	470.94	60.29%	9,154.16	3.91%	594.18	0.00%	0.16	100%	15,183.17
1.00	Workforce Program Supervisor	TBA	66,000.00	100.00%	38,330.77	1.00	16.15%	6,190.85	16.54%	6,340.38	3.10%	1,188.91	60.29%	23,110.20	3.91%	1,500.04	0.00%	0.39	100%	38,330.77
1.00	Career Advisor	Endara Clavito, Maria Veronica	54,500.00	100.00%	54,709.62	1.00	16.15%	8,836.21	16.54%	9,049.64	3.10%	1,696.93	60.29%	32,985.26	3.91%	2,141.01	0.00%	0.57	100%	54,709.62
1.00	Career Advisor	Godoy, Sabrina Gabrielle	54,500.00	100.00%	54,709.62	1.00	16.15%	8,836.21	16.54%	9,049.64	3.10%	1,696.93	60.29%	32,985.26	3.91%	2,141.01	0.00%	0.57	100%	54,709.62
1.00	Career Advisor	Urana, Maria F	54,500.00	100.00%	54,709.62	1.00	16.15%	8,836.21	16.54%	9,049.64	3.10%	1,696.93	60.29%	32,985.26	3.91%	2,141.01	0.00%	0.57	100%	54,709.62
1.00	Program Assistant I	Reyes, Milagros Del Carmen	52,320.00	100.00%	52,521.23	1.00	16.15%	8,482.77	16.54%	8,687.65	3.10%	1,629.05	60.29%	31,665.84	3.91%	2,055.37	0.00%	0.55	100%	52,521.23
1.00	Program Assistant I	Robinson, Konisha	52,320.00	100.00%	52,521.23	1.00	16.15%	8,482.77	16.54%	8,687.65	3.10%	1,629.05	60.29%	31,665.84	3.91%	2,055.37	0.00%	0.55	100%	52,521.23
1.00	Placement Specialist	De La O, Alberto Alejandro	54,500.00	100.00%	54,709.62	1.00	16.15%	8,836.21	16.54%	9,049.64	3.10%	1,696.93	60.29%	32,985.26	3.91%	2,141.01	0.00%	0.57	100%	54,709.62
1.00	Placement Specialist	Exposito, Marlene	54,500.00	100.00%	54,709.62	1.00	16.15%	8,836.21	16.54%	9,049.64	3.10%	1,696.93	60.29%	32,985.26	3.91%	2,141.01	0.00%	0.57	100%	54,709.62
1.00	Business Consultant	Rodriguez, Ana	59,950.00	100.00%	60,180.58	1.00	16.15%	9,719.84	16.54%	9,954.61	3.10%	1,866.63	60.29%	36,283.78	3.91%	2,355.11	0.00%	0.61	100%	60,180.58
1.00	Workshop Facilitator	Frank, Makesha Tamara	54,500.00	100.00%	54,709.62	1.00	16.15%	8,836.21	16.54%	9,049.64	3.10%	1,696.93	60.29%	32,985.26	3.91%	2,141.01	0.00%	0.57	100%	54,709.62
1.00	Outreach Specialist	Borroto Gonzalez, Ellades	50,000.00	100.00%	50,192.31	1.00	16.15%	8,106.62	16.54%	8,302.42	3.10%	1,556.82	60.29%	30,261.70	3.91%	1,964.23	0.00%	0.52	100%	50,192.31
1.00	Customer Svc Rep	Zapata, Santa	45,344.00	100.00%	32,264.00	1.00	16.15%	5,211.00	16.54%	5,336.86	3.10%	1,000.73	60.29%	19,452.45	3.91%	1,262.62	0.00%	0.34	100%	32,264.00
1.00	Clerk	Concepcion Gispert, Maikel	45,344.00	100.00%	32,264.00	1.00	16.15%	5,211.00	16.54%	5,336.86	3.10%	1,000.73	60.29%	19,452.45	3.91%	1,262.62	0.00%	0.34	100%	32,264.00
13.90			Effective FTE:	13.90																
5001	<b>TOTAL BUDGETED SALARIES</b>		<b>1,051,235.00</b>	<b>68.9%</b>	<b>\$724,379.01</b>		<b>16.15%</b>	<b>\$116,995.30</b>	<b>16.54%</b>	<b>\$119,821.14</b>	<b>3.10%</b>	<b>\$22,468.09</b>	<b>60.29%</b>	<b>\$436,739.05</b>	<b>3.91%</b>	<b>\$28,347.89</b>	<b>0.00%</b>	<b>\$7.54</b>	<b>100%</b>	<b>\$724,379.01</b>
	<b>Fringe Benefits:</b>	<b>Projected Annual Cost @ 100%</b>	<b>Rate</b>	<b>% of Annual</b>	<b>Amount</b>															
	Fica/Mica	55,414.99	7.65%	100.0%	55,414.99		16.15%	8,950.14	16.54%	9,166.32	3.10%	1,718.81	60.29%	33,410.53	3.91%	2,168.62	0.00%	0.57	100%	55,414.99
	Workman's Comp	14,849.77	2.05%	100.0%	14,849.77		16.15%	2,398.40	16.54%	2,456.33	3.10%	460.60	60.29%	8,953.15	3.91%	581.13	0.00%	0.16	100%	14,849.77
	Unemployment	5,359.20	3.19%	100.0%	5,359.20		16.15%	865.57	16.54%	886.48	3.10%	166.23	60.29%	3,231.14	3.91%	209.73	0.00%	0.05	100%	5,359.20
	Health Ins.	56,501.56	7.80%	100.0%	56,501.56		16.15%	9,125.63	16.54%	9,346.05	3.10%	1,752.51	60.29%	34,065.64	3.91%	2,211.14	0.00%	0.59	100%	56,501.56
	Life Ins., Disab & Pension	27,526.40	3.80%	100.0%	27,526.40		16.15%	4,445.82	16.54%	4,553.20	3.10%	853.79	60.29%	16,596.08	3.91%	1,077.22	0.00%	0.29	100%	27,526.40
	<b>Total Fringe Benefits Annual Cost</b>	<b>159,651.92</b>																		
5054	<b>TOTAL Fringe Benefits</b>		<b>159,651.92</b>		<b>159,651.92</b>		<b>16.15%</b>	<b>25,785.56</b>	<b>16.54%</b>	<b>26,408.38</b>	<b>3.10%</b>	<b>4,951.94</b>	<b>60.29%</b>	<b>96,256.54</b>	<b>3.91%</b>	<b>6,247.84</b>	<b>0.00%</b>	<b>1.66</b>	<b>100%</b>	<b>159,651.92</b>

**BUDGET: PROJECTED PROGRAM COST**

*Arbor E & T, LLC*

*Carol City One-Stop Career Center*

*7/1/24-6/30/25*

**EXHIBIT H**

BUDGETED FUNDING SPLIT		Columns from Program narrative			FUNDING SOURCES															
		G	D	I	WIOA ADULT		WIOA DW		WIOA RR		TANF		SNAP		RESEA		TOTALS			
					16.15%	16.54%	3.10%	60.29%	3.91%	0.00%	100%									
G/L 5001	Position	Name	Annual Salary	% of Annual	Effective Salary	FTE	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Operating Expenses:			Annual Cost	% of Annual	Amount															
<b>Salaries:</b>																				
	5227	Telephone	987.96	100.0%	987.96		16.15%	159.57	16.54%	163.42	3.10%	30.64	60.29%	595.66	3.91%	38.66	0.00%	0.01	100%	987.96
<b>Supplies</b>																				
	5221	Office and Computer Supplies	8,360.66	100.0%	8,360.66		16.15%	1,350.34	16.54%	1,382.96	3.10%	259.32	60.29%	5,040.77	3.91%	327.19	0.00%	0.08	100%	8,360.66
<b>Insurance</b>																				
	5250	General Liability Insurance	6,389.20	100.0%	6,389.20		16.15%	1,031.93	16.54%	1,056.85	3.10%	198.17	60.29%	3,852.15	3.91%	250.04	0.00%	0.05	100%	6,389.20
<b>Travel</b>																				
	5241	Local Travel, including tolls and parking	1,068.00	100.0%	1,068.00		16.15%	172.49	16.54%	176.66	3.10%	33.13	60.29%	643.91	3.91%	41.80	0.00%	0.01	100%	1,068.00
		Out of Town Travel	800.00	100.0%	800.00		16.15%	129.21	16.54%	132.33	3.10%	24.81	60.29%	482.33	3.91%	31.31	0.00%	0.01	100%	800.00
<b>Other:</b>																				
	5223	Postage	2,400.00	100.0%	2,400.00		16.15%	387.63	16.54%	396.99	3.10%	74.44	60.29%	1,447.00	3.91%	93.92	0.00%	0.02	100%	2,400.00
	5212	Courier	240.00	100.0%	240.00		16.15%	38.76	16.54%	39.70	3.10%	7.44	60.29%	144.70	3.91%	9.39	0.00%	0.01	100%	240.00
	5209	Temporary Labor	-	100.0%	0.00		16.15%	0.00	16.54%	0.00	3.10%	0.00	60.29%	0.00	3.91%	0.00	0.00%	0.00	100%	-
	5207	Licenses & Permit	810.00	100.0%	810.00		16.15%	130.82	16.54%	133.98	3.10%	25.12	60.29%	488.36	3.91%	31.70	0.00%	0.02	100%	810.00
	5520	Participant Background and Fingerprinting	11,527.68	100.0%	11,527.68		16.15%	1,861.85	16.54%	1,906.84	3.10%	357.60	60.29%	6,950.21	3.91%	451.16	0.00%	0.02	100%	11,527.68
	5230	Background check-Staff	518.34	100.0%	518.34		16.15%	83.72	16.54%	85.74	3.10%	16.08	60.29%	312.52	3.91%	20.28	0.00%	0.00	100%	518.34
	5603	Janitorial Cleaning & Sanitation	-	100.0%	0.00		16.15%	0.00	16.54%	0.00	3.10%	0.00	60.29%	0.00	3.91%	0.00	0.00%	0.00	100%	-
		<b>Operating Expenses</b>	<b>33,101.84</b>	<b>100.0%</b>	<b>33,101.84</b>		<b>16.15%</b>	<b>5,346.32</b>	<b>16.54%</b>	<b>5,475.47</b>	<b>3.10%</b>	<b>1,026.75</b>	<b>60.29%</b>	<b>19,957.61</b>	<b>3.9%</b>	<b>1,295.45</b>	<b>0.00%</b>	<b>0.24</b>	<b>100%</b>	<b>33,101.84</b>
		<b>TOTAL Salary, Fringes, and Operating Costs before Profit</b>	<b>\$917,132.77</b>	<b>100.0%</b>	<b>\$917,132.77</b>		<b>16.15%</b>	<b>\$148,127.18</b>	<b>16.54%</b>	<b>\$151,704.99</b>	<b>3.10%</b>	<b>\$28,446.78</b>	<b>60.29%</b>	<b>\$552,953.20</b>	<b>3.9%</b>	<b>\$35,891.18</b>	<b>0.00%</b>	<b>\$9.44</b>	<b>100%</b>	<b>\$917,132.77</b>
		Service Provider's Profit	46,305.69	100.0%	46,305.69		16.15%	7,478.89	16.54%	7,659.53	3.10%	1,436.27	60.29%	27,918.40	3.91%	1,812.13	0.00%	0.47	100%	46,305.69
	5604	<b>Total Profit</b>	<b>46,305.69</b>	<b>100.0%</b>	<b>46,305.69</b>		<b>16.15%</b>	<b>7,478.89</b>	<b>16.54%</b>	<b>7,659.53</b>	<b>3.10%</b>	<b>1,436.27</b>	<b>60.29%</b>	<b>27,918.40</b>	<b>3.91%</b>	<b>1,812.13</b>	<b>0.00%</b>	<b>0.47</b>	<b>100%</b>	<b>46,305.69</b>
	5991	Attrition for Budget Purposes	-																	-
		<b>TOTAL PROJECTED PROGRAM COST</b>	<b>963,438.46</b>	<b>100.0%</b>	<b>963,438.46</b>		<b>16.15%</b>	<b>\$155,606.07</b>	<b>16.54%</b>	<b>\$159,364.52</b>	<b>3.10%</b>	<b>\$29,883.05</b>	<b>60.29%</b>	<b>\$580,871.60</b>	<b>3.91%</b>	<b>\$37,703.31</b>	<b>0.00%</b>	<b>\$9.91</b>	<b>100%</b>	<b>\$963,438.46</b>





**BUDGET: PROJECTED ADMINISTRATIVE COST**

Agency Name: Arbor E & T, LLC  
 Project Name: Carol City One-Stop Career Center  
 Period: 7/1/24-6/30/25 12 months

GL #'s NAME OF FUNDING SOURCE:			WIOA ADULT 16.15% Amount		WIOA DW 16.54% Amount		WIOA RR 3.10% Amount		TANF 60.29% Amount		SNAP 3.91% Amount		RESEA 0.00% Amount		TOTAL 100% Amount		
<b>Salaries:</b>																	
<b>Position</b>	<b>Name</b>	<b>Annual Salary</b>															
Project Accountant	Francisco Soto Gai	\$ 2,555.85	16.15%	412.80	16.54%	422.77	3.10%	79.27	60.29%	1,540.96	3.91%	100.02	0.00%	0.03	100%	2,555.85	-
<b>5001 TOTAL FTE/Salaries</b>			16.15%	412.80	16.54%	422.77	3.10%	79.27	60.29%	1,540.96	3.91%	100.02	0.00%	0.03	100%	2,555.85	-
<b>Fringe Benefits:</b>																	
<b>5033 Executive Fringes</b>																	
Fica/Mica		538.17	16.15%	86.92	16.54%	89.02	3.10%	16.69	60.29%	324.47	3.91%	21.06	0.00%	0.01		538.17	-
Workman's Comp		38.65	16.15%	6.24	16.54%	6.39	3.10%	1.20	60.29%	23.30	3.91%	1.52	0.00%	-	100%	38.65	-
Unemployment		93.58	16.15%	15.11	16.54%	15.48	3.10%	2.90	60.29%	56.42	3.91%	3.67	0.00%	-	100%	93.58	-
Health Ins.		559.48	16.15%	90.36	16.54%	92.54	3.10%	17.35	60.29%	337.32	3.91%	21.90	0.00%	0.01	100%	559.48	-
Life Ins., Disab & Pension		132.79	16.15%	21.45	16.54%	21.97	3.10%	4.12	60.29%	80.06	3.91%	5.19	0.00%	-	100%	132.79	-
Retirement	Provide rationale & calculations																
Other	Specify & provide rationale & calculations																
Dental																	
Disability																	
<b>5054 TOTAL Fringe Benefits</b>			16.15%	220.08	16.54%	225.40	3.10%	42.26	60.29%	821.57	3.91%	53.34	0.00%	0.02	1.0	1,362.67	1,362.67
<b>Operating Expenses:</b>																	
<b>Space</b>																	
<b>Professional Services (list each)</b>																	
<b>5075 Payroll Fees</b>		\$ 2,386.88	16.15%	385.51	16.54%	394.82	3.10%	74.03	60.29%	1,439.09	3.91%	93.41	0.00%	0.02	100%	2,386.88	-
<b>5201 Audit</b>		\$ 2,675.54	16.15%	432.13	16.54%	442.57	3.10%	82.99	60.29%	1,613.12	3.91%	104.70	0.00%	0.03	100%	2,675.54	-
<b>TOTAL Operating Expenses</b>			16.15%	817.64	16.54%	837.39	3.10%	157.02	60.29%	3,052.21	3.91%	198.11	0.00%	0.05	100%	5,062.42	5,062.42
<b>Total Administrative Expenses</b>			16.15%	1,460.52	16.54%	1,485.56	3.10%	278.55	60.29%	5,414.74	3.91%	351.47	0.00%	0.10	100%	8,980.94	8,980.94
<b>Indirect Cost Rate Calculation</b>																	
<b>Allocation Base (Modified Total Direct Cost)</b>																	
<b>Total Direct Costs</b>		16.15%	155,606.07	16.54%	159,364.52	3.10%	29,883.05	60.29%	580,871.60	3.91%	37,703.31	0.00%	9.91	100%	963,438.46	963,438.46	
<b>Total Administrative Cost</b>			1,450.52		1,485.56		278.55		5,414.74		351.47		0.10		8,980.94		
			157,056.59		160,850.08		30,161.60		586,286.34		38,054.78		10.01		972,419.40		
Less: Lease/Rent																	
Less: Capital Items																	
Less: Equipment																	
Less: Profit			(7,478.89)		(7,659.53)		(1,436.27)		(27,918.40)		(1,812.13)		(0.47)		(46,305.69)	46,305.69	
<b>Modified Total Direct Costs</b>				149,577.70		153,190.55		28,725.33		558,367.94		36,242.65		9.54		926,113.71	
<b>Indirect Cost Rate</b>	10.56%	97,797.61		15,795.41		16,176.92		3,033.40		58,963.66		3,827.22		1.00		97,797.61	
<b>Administrative Expenses</b>			1,450.52		1,485.56		278.55		5,414.74		351.47		0.10		8,980.94		
<b>TOTAL Administration Costs</b>				17,245.93		17,662.48		3,311.95		64,378.40		4,178.69		1.09		106,778.54	106,778.54
<b>Attrition for Budget Purposes</b>																	
<b>TOTAL PROJECTED ADMINISTRATIVE COST</b>			16.15%	17,245.93	16.54%	17,662.48	3.10%	3,311.95	60.29%	64,378.40	3.91%	4,178.69	0.00%	1.09	100%	106,778.54	-

A comprehensive narrative that includes explanation and calculation for all budgeted costs must be attached.

Contract fund	\$ 172,852.00	\$ 177,027.00	\$ 33,195.00	\$ 645,250.00	\$ 41,882.00	\$ 11.00	1,070,217.00
Adm Cost allocation	\$ 17,245.93	\$ 17,662.48	\$ 3,311.95	\$ 64,378.40	\$ 4,178.69	\$ 1.09	106,778.54
	\$ 155,606.07	\$ 159,364.52	\$ 29,883.05	\$ 580,871.60	\$ 37,703.31	\$ 9.91	963,438.46

Arbor E&T, LLC  
 Projected Program Cost Narrative Carol City Career Center

The budget presented is allowable, reasonable and cost effective based on the information provided in the RFP, Questions and Answers, and historical data for this project and similar projects of this size.

Note: Any minor differences in some line item totals may not match the budget due to rounding and adjustments to ensure that the funding award is not exceeded.

**Salaries**

Salaries are competitive for the area and responsibilities and include paid holidays & paid time off:

Legend to program budget detail

			D7			D6		F6			
Position	Name	Biweekly Salary	% Allocated	# of pay weeks	Effective Dates	Annual Salary	% of Annual	Effective Date Salary	Amt Budgeted		
Workforce Center Director	Brito, Hilma	\$ 4,686.42	20%	52	07/01/2024 - 06/30/2025	\$ 121,847.00	20%	24,463.13	24,463.13	Workforce Center Director Salary Percentage allocated to 5 centers (Hialeah Downtown, North Miami Beach, Northside, Carol City, and RET Contract with another customer (Youth Co-Op)).	
Project Accountant/Support Payment Processor	Soto Gandara, Francisco	\$ 3,536.92	20%	52	07/01/2024 - 06/30/2025	\$ 91,960.00	20%	18,462.74	18,462.74	Project Accountant/Support Payment Processor Salary Percentage allocated to 5 centers (Hialeah Downtown, North Miami Beach, Northside, Carol City, and RET Contract with another customer (Youth Co-Op)).	
Quality Assurance	Armstrong, Vanilla	\$ 3,025.00	25%	52	07/01/2024 - 06/30/2025	\$ 78,650.00	25%	19,738.13	19,738.13	Quality Assurance Salary Percentage allocated to 4 centers (Hialeah Downtown, North Miami Beach, Northside, and Carol City).	
Program Assistant II	Galvez-Rico, Zayri	\$ 2,326.92	25%	52	07/01/2024 - 06/30/2025	\$ 60,500.00	25%	15,183.17	15,183.17	Program Assistant II Salary Percentage allocated to 4 centers (Hialeah Downtown, North Miami Beach, Northside, and Carol City).	
Workforce Program Supervisor	TBA	\$ 2,538.46	100%	30	12/01/2024 - 06/30/2025	\$ 66,000.00	100%	38,330.77	38,330.77		
Career Advisor	Endara Clavijo, Maria Veronica	\$ 2,096.15	100%	52	07/01/2024 - 06/30/2025	\$ 54,500.00	100%	54,709.62	54,709.62		
Career Advisor	Godoy, Sabrina Gabrielle	\$ 2,096.15	100%	52	07/01/2024 - 06/30/2025	\$ 54,500.00	100%	54,709.62	54,709.62		
Career Advisor	Umana, Maria F	\$ 2,096.15	100%	52	07/01/2024 - 06/30/2025	\$ 54,500.00	100%	54,709.62	54,709.62		
Program Assistant I	Reyes, Milagros Del Carmen	\$ 2,012.31	100%	52	07/01/2024 - 06/30/2025	\$ 52,320.00	100%	52,521.23	52,521.23		
Program Assistant I	Robinson, Konisha	\$ 2,012.31	100%	52	07/01/2024 - 06/30/2025	\$ 52,320.00	100%	52,521.23	52,521.23		
Placement Specialist	De La O, Alberto Alejandro	\$ 2,096.15	100%	52	07/01/2024 - 06/30/2025	\$ 54,500.00	100%	54,709.62	54,709.62		
Placement Specialist	Exposito, Martene	\$ 2,096.15	100%	52	07/01/2024 - 06/30/2025	\$ 54,500.00	100%	54,709.62	54,709.62		
Business Consultant	Rodriguez, Ana	\$ 2,305.77	100%	52	07/01/2024 - 06/30/2025	\$ 59,950.00	100%	60,180.58	60,180.58		
Workshop Facilitator	Frank, Makesha Tamara	\$ 2,096.15	100%	52	07/01/2024 - 06/30/2025	\$ 54,500.00	100%	54,709.62	54,709.62		
Outreach Specialist	Borroto Gonzalez, Eliades	\$ 1,923.08	100%	52	07/01/2024 - 06/30/2025	\$ 50,000.00	100%	50,192.31	50,192.31		
Customer Svc Rep	Zapata, Santa	\$ 1,744.00	100%	37	07/01/2024 - 03/15/2025	\$ 45,344.00	100%	32,264.00	32,264.00		
Clerk	Concepcion Gispert, Maikel	\$ 1,744.00	100%	37	07/01/2024 - 03/15/2025	\$ 45,344.00	100%	32,264.00	32,264.00		
<b>Total staff salaries and wages</b>						<b>1,051,235.00</b>	<b>13.90</b>	<b>724,379.01</b>	<b>724,379.01</b>	<b>724,379.01</b>	

The 17.25% effective administrative salary for the Project Accountant/Support Payment Processor is calculated as \$91,960.00 annual salary / 5 centers and further allocated to programmatic and administrative duties at a 69% to 31% ratio.



**Out of Town**

The Workforce Centers Director travels to the Equus National Leader Conference once in a year.

**Total Out of Town** **800.00**

**Background Checks Staff**

Staff employment verification information services.

New hire staff, employment verification services for drug screening and background checks.

The increase is due to the use of two vendors. One selected by CSSF with a rate of \$37.25 and one selected by Arbor with an average rate of \$86.39 (Depends on address, states etc.). Sterling is the required background vendor for the company. There are elements it pulls that fingerprinting does not (i.e., MVR, SSN Trace, Education verification, professional reference verification, DOJ Sex Offender Search, Death Master File Search and FACIS L1M (OIG/SAM EPLIS, DEA, FDA, TRICARE, OFAC SDN, Medicare Opt-Out, Medicaid exclusion or suspended provider lists).

\$86.39 6 staff \$518.34  
**Total Background Checks Staff** **518.34**

**Other Services: TALX Corp and Background checks**

Participant employment verification information service that staff utilize daily.

This increase is due to the increase in RATE from \$45.95 to \$50.56.

\$50.56 Cost X 228 = 11,527.68  
**Total Other Services: TALX Corp and Background checks** **11,527.68**

**Other Services: Cleaning Sanitation**

The service is for sanitation of the center when there is a Positive Covid case. Executive order 14042 Ensuring adequate COVID Safety protocols for federal contractors.

**Total Other Services: Cleaning Sanitation** 450 Projected 0 -

**Profit**

It is generally accepted that the level of profit should be set with regard to the complexity of work and the level of risk, among other factors. Arbor's negotiated profit rate is 5%.

Modified Direct costs Adjusted 5% Negotiated rate  
926,113.71 X 5.00% = 46,305.69  
**Total Profit:** **46,305.69**

**GRAND TOTAL** **963,438.46**

Projected Administrative Cost Narrative Carol City

The budget presented is allowable, reasonable and cost effective based on the information provided in the RFP, Questions and Answers, and historical data for this project and similar projects of this size.

**Note: Any minor differences in some line item totals may not match the budget due to rounding and adjustments to ensure that the funding award is not exceeded.**

**Administrative Costs**

All Administrative costs other than indirect costs are excluded from A for's company-wide indirect cost calculation. This means that they are all allocated expenses and personnel that are specific to only this location.

**Salaries**

Salaries are competitive for the area and responsibilities and include paid holidays & paid time off.

Name	Biweekly	# of Pay Periods	Annual Salary	% Allocation	Amount
Support Payment Processor/Project Accountant	3,536.92	26	\$1,960.00	2.76%	2,555.86

The 3.47% effective administrative salary for the Project Accountant/Support Payment Processor (5 centers) is calculated as \$91,990.00 annual salary / 5 centers and further allocated to programmatic and administrative duties at a 68% to 31% ratio.

**Total staff salaries:**

2,555,853.8

**Fringe Benefits:**

Category	Computation	Annual Cost	Budgeted Cost
FICA/MICA	7.65% x salary =	7,034.94	538.17
Workman's Comp	2.05% x salary =	1,885.18	38.65
Unemployment	3.19% x salary =	2,933.52	93.58
Health Ins.	7.80% x salary =	7,172.86	559.48
Life Ins., Disab & Pension	3.80% x salary =	3,494.48	132.79

**Total payroll taxes, fringe benefits, and staff incentives**

1,362.67

**Payroll Fees**

ADP Payroll costs directly charged to projects as a percentage of Program and Administrative payroll.

884,030.83 payroll	x	0.27% (approx.)	=	2,386.88
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**Total Payroll Fees:**

2,386.88

**Audit**

Costs of agency audit directly charged to projects as a percentage of the contract amount.

1,070,217.00 amt. contract	x	0.25%	=	2,675.54
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**Total Administrative Expenses**

8,980.94

**Indirect Costs**

Indirect cost are real costs of providing and managing services on multiple contracts in multiple locations, costs that cannot be directly charged to each individual project in any feasible or cost-effective way.

Indirect Cost Rate Calculation	PY 24/25	CONTRACT	Base = Contract/1,1556	144,103,292.8
	1,070,217.00	926,113,707.2		

**Allocation Base (Modified Total Direct Cost)**

Total Direct Costs	963,438.46
Total Administrative Cost	8,980.94
	<u>972,419.40</u>

Less: Lease/Rent  
Less: Capital Items  
Less: Equipment

Less: Profit  
Modified Total Direct Costs

(46,305.69)  
926,113.71

Indirect Cost Rate--10.56%  
Administrative Expenses

97,797.61  
8,980.94

TOTAL Administration Costs

106,778.55  
(0.01)

**TOTAL PROJECTED ADMINISTRATIVE COST**

106,778.54

**Total Administrative Costs**

106,778.54